

Proposer / Bidder Registration Form

It is the Bidder's responsibility to make certain they have received any/all addenda relating to their bid / proposal prior to the bid opening date. If you are downloading a bid we strongly encourage you to notify the City of Beverly Purchasing Department at dgelineau@beverlyma.gov and provide us with the following information. In the event any addenda is issued it will be sent to all bidders who have provided the City with this information.

Request for Proposal or Invitation for Bid Number: _____

Contact Name:

Company Name:

Address:

City/Town:

State:

Zip Code:

Phone:

Fax:

Cell:

Email:



CITY OF BEVERLY

10-001

BEVERLY HIGH SCHOOL

ROOF MOUNTED PHOTOVOLTAIC SYSTEM

BIDS DUE:

THURSDAY AUGUST 5, 2010 @ 11:00 A.M.

at the Office of the Purchasing Agent, City Hall
191 Cabot Street, Beverly, Massachusetts 01915

Introduction

This project is scheduled for 90 calendar days to substantial completion following the Letter of Award and in general includes:

Design and Installation of a Roof mounted Photovoltaic System as specified in the Invitation for Bids at the Beverly High School. The maximum lump sum price for the system in Item number 1 of the Bid Form shall not be more than \$525,000. The minimum system size shall be no less than 80 KW. Bids that exceed the maximum price of \$525,000 and / or are sized less than the minimum 80 KW size shall be rejected.

A site visit will be held at the Heery Construction Trailer Site located at the Beverly High School Construction site at 100 Sohier Road Beverly, MA on Thursday July 1, 2010 @ 12:00 noon. This is an active construction site; proper footwear, no sneakers, no high heels, no skirts and hard hats are required.

Questions concerning this Invitation for Bid must be submitted in writing to: David Gelineau, Purchasing Agent, Beverly City Hall, 191 Cabot Street, Beverly, MA 01915 before 4:30 p.m. five (5) business days prior to the bid opening. Written responses will be emailed, mailed or faxed to all bidders on record as having received a copy of the Invitation for Bid.

Every **General Bidder** must be **certified** by the Division of Capital Asset Management for the category of work **Electrical** and for **no less than the bid price** of this project. Bidders must include with its bid a Certificate of Eligibility issued by DCAM and an Update Statement issued by DCAM.

Bidders may obtain a copy of the bid form, specifications and other contracts documents at the Purchasing Office, Room 24 Beverly City Hall 191 Cabot St. Beverly, MA 01915 or online at http://www.beverlyma.gov/Public_Documents/BeverlyMA_Procurement/index.

Sealed bids submitted on a form furnished by the City of Beverly, MA and clearly identified as a bid, endorsed with the name and address of the bidder will be received at the Office of Procurement and Contract Administration Room 24, Beverly City Hall 191 Cabot Street Beverly, MA no later than August 5, 2010 @ 11:00 A.M.

Any bid received after the time and date established herein for the receipt of bids shall not be considered, regardless of the cause for delay in the receipt of such bid(s). Conditional bids will not be accepted. In the event there is an award price discrepancy on the Bid Form between the written in words price and the written in numerals price, the lower price shall govern.

Any bid may be withdrawn prior to the scheduled time for the receipt of bids or authorized postponement thereof by putting such request in writing and addressed to the Purchasing Agent, City of Beverly 191, Cabot Street, Beverly, MA 01915.

A Bid Deposit in the amount of 5% of bid shall accompany every bid. The Bid Deposit amount shall be 5% of the total bid price. The Bid Deposit shall be in the form of cash, a bid bond, certified treasurer's check, or cashiers check made payable to the City of Beverly. Upon execution of the Contract, the Bid Deposit shall be returned to the Bidders.

Submittal of payment bond (100%), performance bond (100%) and insurance certificate (to be provided after the award of contract).

The City of Beverly, acting by its Mayor, reserves the right to reject any and all bids if it is in the City of Beverly's interest to do so.

Contractor awarded a contract for this project must comply with the provisions of both the Davis Bacon Act and the Commonwealth of Massachusetts Prevailing Wage Law. Prevailing wage rate schedules from the Division of Occupational Safety (DOS) and from the US Department of Labor are shall be incorporated in the contract. The higher of the two rates shall be paid for each trade.

Bidder must be able to demonstrate that it has had continuous work in the photovoltaic field performing similar work as is stated in this bid for a minimum of the past three years. Bidder must also demonstrate it has installed a minimum of at least two systems 30 KW or larger in the last two years. The City of Beverly may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. Contractor must posse all legally required licenses. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that the Contractor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. The City's decision or judgment on these matters shall be final, conclusive and binding.

Bidders must include includes manufacturer's specification sheets for PV Modules, Inverter(s), DC switches, AC switches, Interconnection circuit breaker, Data acquisition systems components, Balance of system (BOS) components.

Bidders must include a 1-line electrical schematic of the proposed system.

Bidders will be provided with an Auto CAD.DWG format and a .PDF format drawing of the roof with the allowable area shown. Bidders must submit with their bid an array layout drawing showing location in allowable area shown.

Contractor shall be responsible for obtaining all required permits. The cost of all permits shall be included in the bid price.

Contractor agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day that the Contractor is in default of completing the work.

This project is being partly funded by ARRA Funds; Contract Awardee must follow the standards identified in the Buy American Act, 41 U.S.C. §10a-10d. The Buy American Act requires that all supplies and construction materials purchased be produced in the United States, unless such materials are not reasonably available, or such a purchase would not be in the public interest. The City of Beverly must follow the Federal Acquisition Regulations implementing the Buy American Act, 48 CFR Part 25.

Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of the Federal Procurement Policy.

This project is funded in part by ARRA. All applicable Federal and Commonwealth ARRA laws, regulations, terms and conditions apply to this contract. From time to time, Federal or Commonwealth requirements may change. Such changes will become a material part of the Contract upon notice, without the necessity of either party executing an amendment to the Contract.

This project is being funded by Grants from:

The Department of Energy (Energy Efficiency and Conservation Block Grant - Formula Grant) (ARRA)

Massachusetts Clean Energy Center (Clean Energy Choice Community Matching Grant Agreement)

Massachusetts Clean Energy Center (Green Schools Installation Grant)

This procurement is being conducted as a Massachusetts General Law Chapter 149 §44a-m procurement. The bidder's attention is directed to the fact that all applicable Federal and State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction or requirements over the work shall apply to the contract throughout, and they shall be deemed to be included in the contract as though herein written out in full, including full ARRA compliance (including 10 CFR 600.236), Massachusetts Clean Energy Center and the Massachusetts Technology Collaborative. This contract shall be governed by the provisions ARRA, the Commonwealth of Massachusetts' Procurement Policies and Procedures, and federal regulations and other guidance from the federal government implementing ARRA (collectively, "Recovery Act Requirements" or ARRA Requirements"), and the awarded Contractor agrees that it will comply with all aforesaid ARRA Requirements that are applicable to this Contract. Additional information regarding some of these terms and conditions are attached as to document.

CITY OF BEVERLY

FOR DESIGN AND INSTALLATION OF A SOLAR PHOTOVOLTAIC SYSTEM
AT BEVERLY HIGH SCHOOL

INSTRUCTION TO PROPOSERS

I. PROJECT OVERVIEW

- A. The CITY OF BEVERLY will award a Contract to the lowest responsible and eligible Proposer. The term lowest responsible and eligible Proposer for the purpose of this Contract shall mean the Proposer possessing the skill, ability and qualifications necessary for the faithful performance of the work who complies with all of the terms, conditions, provisions and requirements contained in the Invitation for Bids and elsewhere in the Contract Documents, who in Bid Item No.3 of the Bid Form bids the lowest ratio of the Total Price for the design and installation of a roof mounted photovoltaic system at the CITY OF BEVERLY High School (Bid Item No.1 of the Bid Schedule) to the single year AC energy production expressed in estimated single year kilowatt hours (Bid Item No. 2 of the Bid Schedule).
- B. Contract award amount and the Contract Price will be the Total price dollar amount bid by the responsible and eligible Proposer bidding the lowest ratio in Bid Item No. 3 of the Bid Form.
- C. To provide a normalized and equal basis for the determination of the number of estimated single year kilowatt-hours to be generated by the Proposers' proposed roof mounted photovoltaic system to be entered as the Bid Item No. 2 amount, all Proposers shall be required to use the PVWatts Performance Calculator for the Boston, Massachusetts region ("Version 1 - PVWatts Performance Calculator"), the Calculator for Overall DC to AC Derate Factor, and the List of Eligible Inverters (referenced in greater detail below and collectively referred to as the Calculation Tables) to make such calculation. The CITY OF BEVERLY may reject a Proposer's proposal and bid if a determination is made by the CITY OF BEVERLY that a Proposer has not used the Calculation tables, or that a Proposer has used the Calculation Table incorrectly in calculating its Bid Item No. 2 estimated single year kilowatt hour amount.
- D. Set forth below are bid form completion instructions to be followed by Proposers in completing the Bid Schedule contained in the Bid Form and computing the dollar to estimated single year kilowatt hour ratio figure.

II. BID FORM COMPLETION INSTRUCTIONS

- A. Step One - Completion of bid Item No. 1
1. Determine lump sum price for the design and installation of the turn-key roof mounted photovoltaic system at the CITY OF BEVERLY High School and insert this amount as Bid item No. 1 Total Price in both words and figures in the spaces provided for this purpose in Bid Schedule contained in the Bid Form.
- B. Step Two - Completion of Bid Item No. 2
1. Using the Internet go to Version 1 - PVWatts Performance Calculator found at the following World Wide Web URL address:

<http://rredc.nrel.gov/solar/calculators/PVWATTS/version1/US/Massachusetts/Boston.html>

2. In Version 1 - PVWatts performance Calculator go to Calculator for Overall DC to AC Derate Factor by clicking mouse on Derate Factor Help. The World Wide Web URL address for the Calculator for Overall DC to AC Derate factor is the following:

<http://rredc.nrel.gov/solar/calculators/PVWATTS/version1/derate.cgi>

3. In the Calculator for Overall DC to AC Derate Factor, following the instructions contained in the text boxes in the PVWatts Performance Calculator - Bid Form Completion, change only the following:
 - a. Change the Inverter and Transformer value to reflect the inverter in the Proposer's proposal, which corresponds to the "Weighted Efficiency" from the California Energy Commission's Consumer Energy Center's List of Eligible Inverters.
 - b. Change the "Shading" Component Derate Value to "0.9".

Do not change any other values in the Calculator for Overall DC to AC Derate Factor.

To obtain the value for the Weighted Efficiency from the list of eligible inverters in the List of Eligible Inverters go to the following World Wide Web URL address:

<http://www.gosolarcalifornia.org/equipment/inverter.php>

4. In the Calculator for Overall DC to AC Derate Factor mouse click on "Calculate Derate Factor" to obtain "Overall DC to AC Derate Factor".
5. Return to Version 1 - PVWatts Performance Calculator at the World Wide Webb URL address specified above in paragraph II.B.1.
6. Following the instructions contained in the text boxes in the Version 1 - PVWatts performance Calculator insert the following PV System Specifications values for the Proposer's proposed roof mounted photovoltaic system in the Version 1 -

PVWatts performance Calculator:

- a. STC rating (DC Rating - kW);
 - b. DC to AC Derate Factor calculated per paragraph II.B.4 above;
 - c. Degree of Array Tilt expressed in the number of degrees;
 - d. Do not change the Array type. For Degree of Array Azimuth use value of 200 degrees.
7. In the Version 1 - PVWatts performance Calculator mouse click on Calculate. Enter the resulting total yearly AC energy figure (from the Results column for the year), which is the single year AC energy production amount expressed in estimated single year kilowatt hours for the Proposer's proposed roof mounted photovoltaic system, in words and figures in the spaces provided for this purpose in Bid item No. 2 of the Bid Form contained in the bid Form.
 8. Proposers shall also enter its STC rating value (DC Rating - kW), its DC to AC Derate Factor, and its Degree of Array Tilt in the spaces provided for this purpose on page 3 of Bid Form.
- C. Step Three - Completion of bid Item No. 3
1. Divide the Bid Item no.1 lump sum Total Price for the design and installation of the roof mounted photovoltaic system by the number of estimated single year kilowatt-hours bid in Bid Item no. 2 and enter the calculated dollar to estimated single year kilowatt hour ratio figure in a figure in the spaces provided for this purpose in Bid Item no.3 of the Bid Schedule contained in the Bid Form.
 2. The Proposer's bid Item no. 3 dollar to estimated single year kilowatt hour ratio figure will be the basis for the CITY OF BEVERLY determination of the lowest responsible and eligible Proposer for Contract award purposes. The lowest responsible and eligible Proposer may or may not have bid the lowest Bid Item No. 1 total Price dollar amount.

EXAMPLE

Set forth below is an example provided to Proposers solely for informational purposes of the Step one through Step Three computation of a dollar to estimated single year kilowatt hour ratio in the Bid Form. Note that Proposers shall be required to perform their own calculations using the above Steps One through Three in determining their own dollar to estimated single year kilowatt hour ratio in their respective bids.

BID FORM (EXAMPLE)

<u>ITEM NUMBER</u>	<u>DESCRIPTION OF WORK AND PRICES IN WORDS FIGURES</u>	<u>QUANTITY</u>	<u>TOTAL PRICE (IN FIGURES)</u>
1.	All Work required for the Design and Installation of The Roof Mounted Photovoltaic Systems at CITY OF BEVERLY High School per lump sum: <u>One million dollars and no cents</u> (In Words) <u>\$1,000,000.00</u> (In Figures)	Lump Sum	= <u>\$1,000,000.00</u>
2.	Estimated Single Year Kilowatt Hours: <u>One hundred thousand</u> (In Words) <u>100,000</u> (In Figures)	Estimated Single Year Kilowatt Hours	= <u>100,000</u>
3.	<u>\$1,000,000.00</u> (Bid Item No.1 Total Price in Figures) Divided By(÷) <u>100,000</u> (Bid Item no.2 Estimated Single Year kilowatt Hours In Figures)	Dollar To Estimated Single Year Kilowatt Hour Ratio	= <u>10</u>



Click on **Calculate** if default values are acceptable, or after selecting your system specifications. Click on **Help** for information about system specifications. To use a DC to AC derate factor other than the default, click on **Derate Factor Help** for information.

Station Identification:

WBAN Number: 14739
City: Boston
State: Massachusetts

STC rating of proposed system

PV System Specifications:

DC Rating (kW):

80

Calculated derate factor of proposed system

DC to AC Derate Factor:

0.707

DERATE FACTOR HELP

Array Type:

Fixed Tilt

Tilt angle of proposed array

Fixed Tilt or 1-Axis Tracking System:

Array Tilt (degrees):

5 (Default = Latitude)

Array Azimuth (degrees):

200 (Default = South)

Azimuth angle of proposed array

Calculator for Overall DC to AC Derate Factor

Component Derate Factors	Component Derate Values	Range of Acceptable Values
PV module nameplate DC rating	<input type="text" value="0.95"/>	0.80 - 1.05
Inverter and Transformer	<input type="text" value="0.94"/>	0.80 - 1.05
Mismatch	<input type="text" value="0.98"/>	0.80 - 1.05
Diodes and connections	<input type="text" value="0.995"/>	0.80 - 1.05
DC wiring	<input type="text" value="0.98"/>	0.97 - 0.99
AC wiring	<input type="text" value="0.99"/>	0.98 - 0.993
Soiling	<input type="text" value="0.95"/>	0.30 - 0.995
System availability	<input type="text" value="0.98"/>	0.00 - 0.995
Shading	<input type="text" value=".9"/>	0.00 - 1.00
Sun-tracking	<input type="text" value="1.00"/>	0.70 - 1.00
Age	<input type="text" value="1.00"/>	0.70 - 1.00
Overall DC to AC derate factor	0.707	

Use the inverter "Weighted Efficiency" from the CEC List of Eligible Inverters.

Use shading value of .9

END OF SECTION

Name of Proposer: _____

CITY OF BEVERLY
SOLAR PHOTOVOLTAIC SYSTEM

BID FORM

This bid must be accompanied by a bid deposit in the form of cash, or bid bond, or a certified treasurer's check or cashier's check payable to the City of Beverly in the amount of 5% of the lump sum Bid Item No.1 Total Price. The bid deposit shall be sealed in a separate envelope from this bid and then attached to the envelope containing this bid.

By submitting this bid the undersigned represents to the City of Beverly that it has examined and understands the Contract Documents and that this bid is made with distinct reference and relation to all said Contract Documents; but the undersigned declares that in regard to the conditions affecting the work to be done and the labor and materials needed, this bid is based solely on its own investigation and research and not in reliance upon any drawings, surveys, measurements, dimensions, calculations, estimates, borings, pile test or other test or representations of any employee, officer, agent or consultant of the City of Beverly by submitting this bid, the undersigned agrees that it shall be subject to the jurisdiction of the courts of the Commonwealth of Massachusetts with respect to any actions arising out of or related to this bid, and that any such actions commenced by the undersigned shall be commenced in the courts of the Commonwealth of Massachusetts.

A Proposer wishing to amend this bid after transmittal to the City of Beverly may do so only by withdrawing this bid and resubmitting another bid prior to the time for opening bids.

TO: CITY OF BEVERLY

The undersigned proposes to furnish all labor and materials required for Design and Installation of a Roof Mounted Photovoltaic System at City of Beverly High School in Beverly, Massachusetts, in accordance with the accompanying plans and specifications prepared by NEO Virtus Engineering, Inc. For the contract price specified below, subject to additions and deductions according to the terms of the specifications.

Total Estimated Annual kWh For System:

_____ (In words)

_____ (In figures)

This bid includes addenda number _____, _____, _____, _____, _____

BID SCHEDULE

ITEM NUMBER	DESCRIPTION OF WORK AND UNIT PRICE BID IN WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL BID PRICE (IN FIGURES)
1.	All Work required for the Design and Installation of The Roof Mounted Photovoltaic System at the City of Beverly High School per lump sum: _____ Dollars and _____cents. (\$ _____) (In Figures)	Lump Sum	= \$ _____
2.	Estimated Single Year Kilowatt Hours: _____ _____ (In Words) _____ _____ (In Figures)	Estimated Single Year Kilowatt Hours	= _____
3.	(Bid Item No.1 Total Price) _____ Divided By(÷) _____ (Bid Item no.2 Estimated Single Year kilowatt Hours)	Dollar To Estimated Single Year Kilowatt	

Hour Ratio = _____

ENTRY OF PROPOSER'S STC RATING (EXPRESSED AS DC RATING kW), ITS DC TO AC DERATE FACOR AND ITS DEGREE OF ARRAY TILT FROM VERSION 1 - PVWATTS PERFORMANCE CALCULATOR (SEE PARAGRAPH II.B.8 AND ATTACHMENT "A", SPECIAL INSTURCTIONS TO BIDDERS - BID FORM COMPLETION)

STC RATING (DC RATING - kW): _____

DC TO AC DERATE FACTOR: _____

DEGREE OF ARRAY TILT: _____

The undersigned agrees that, if he is selected as Design-Installation Contractor, he will within five days, Saturdays, Sundays, and legal holidays excluded, after notification of award by CITY, execute the Design-Installation Agreement, at the offices of CITY in accordance with the terms of this bid, and furnish a performance bond, each in the form contained in the Contract Documents and each of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to CITY and each in the amount of the contract sum, the premiums for which are to be paid by the Design -Installation Contractor and are included in the lump sum Bid Item No.1 Total Price.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational and health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to Section 11C of Chapter 25A of the Massachusetts General laws.

The proposer hereby certifies it shall comply with all requirements regarding Minority/Women Business Enterprises, Equal Employment opportunity, Anti-discrimination, and Affirmative Action set forth in the Contract Documents for this work.

Pursuant to Executive Order No. 481, the undersigned certifies under the penalties of perjury that it will not knowingly use undocumented workers in connection with the performance of the contract; that, pursuant to federal requirements, it shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and that it shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

The undersigned certifies under penalties of perjury that there have been no substantial changes in his financial position or business organization other than those changes noted within the application since the applicant's most recent pre-qualification statement and that the bid is in all respects bonafide, fair and made without collusion or fraud with any other person. "Person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity which sells materials, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section Twenty-nine F of Chapter Twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Social Security Number or
Federal Identification Number

Signature of Individual or Corporate
Name

By: _____
Corporate Officer (if applicable)

Notice of acceptance should be mailed, telegraphed, or delivered to the following:

(Name of General Bidder)

By: _____
(Title)

(Business Address)

(City and State)

Date: _____

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

QUALIFICATION AND REFERENCE STATEMENT

(Fill Out Completely)

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all requirements of the contract document:

1. Certified by the Division of Capital Asset Management for the category of work electrical and for no less than the bid price of this project. Yes_____ No_____.
2. Have been in business under present business name and organization structure for _____ years.
3. Ever been terminated or otherwise failed to complete any work awarded? _____. If "yes", fully describe all circumstances on separate sheet. Include names of customer(s) and contact person(s).
4. List below the required information for two recent contracts, within the past two years, on which you served as contractor for work similar to that required by this contract. A minimum, (2) two Photovoltaic Array installation having a minimum generation of at least 30KW capacity each.

A. Job:_____

Contract Amount:_____

Date Awarded and completed (if applicable)_____

Project Owner:_____

Contact Name:_____

Contact Telephone Number:_____

KW size of Job:_____

B. Job:_____

Contract Amount:_____

Date Awarded and completed (if applicable)_____

Project Owner:_____

Contact Name:_____

Contact Telephone Number:_____

KW size of Job:_____

QUALIFICATION AND REFERENCE STATEMENT

DATE: _____

LEGAL NAME OF BUSINESS _____

DOING BUSINESS AS: _____

BY (signature): _____

NAME (printed): _____

TITLE: _____

BUSINESS ADDRESS: _____

CITY, STATE AND ZIP: _____

TELEPHONE (AREA CODE): _____

EMAIL: _____

WEBSITE: _____

CITY OF BEVERLY
BEVERLY HIGH SCHOOL
ROOF MOUNTED PHOTOVOLTAIC SYSTEM DESIGN AND INSTALLATION
TECHNICAL SPECIFICATIONS

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1.0 Scope of Work

The Contractor shall provide a complete turn-key installation of a grid-tied photovoltaic system meeting the requirements in this Technical Specification.

1.1 Design

1. The Contractor shall provide a complete turnkey photovoltaic system design, both dc and ac components. The electrical design shall comply with the 2008 Massachusetts Electrical Code, 527 CMR 12.00 (MEC) and all utility interconnection requirements. Electrical system design services shall be performed under the direct guidance and control of a professional engineer licensed in the Commonwealth of Massachusetts. Contractor shall provide electrical construction drawings and specifications signed and sealed by a professional engineer licensed in the Commonwealth of Massachusetts for the City of Beverly for review and approval prior to construction.
2. The Contractor shall provide construction drawings and specifications signed and sealed by a professional engineer licensed in the Commonwealth of Massachusetts for the City of Beverly for review and approval for the roof/wind/snow/snowdrift/ice/seismic loads and detailed installation requirements in accordance with the latest Massachusetts Building Code prior to construction. No materials shall be stored on the roof (prior to or during construction) which shall be in excess of the roof live load capacity.
3. All array design temperature corrections used to calculate maximum system voltage shall be based upon a value of -10°F (-23°C) as the lowest expected ambient temperature. The total voltage drop of the dc system from the dc terminals of the inverter(s) to the most distant array shall not exceed 3% of the system maximum power voltage (Vmp) at standard test conditions (STC).
4. The requirements of the base building specifications, "Beverly High School Addition and Renovation," Project Manual Volume I, dated June 17, 2008, are incorporated here by reference.

1.2 Permitting

The PV System shall be utility grid connected following the local electric utility's required design and installation standards for grid-tied customer-sited generation. The Contractor shall prepare applications for interconnection with the local utility. An electrical permit shall be filed for this project by an electrical contractor with a valid Massachusetts electrical license.

1.3 Materials

The Contractor shall provide all necessary materials for a complete turnkey photovoltaic system. Storage and security of all materials is the responsibility of the Contractor until the project has been completed and has been formally accepted, in writing, by the City of Beverly.

1.4 Installation

1.4.1 General

The installation shall be executed in a neat and workmanlike manner in accordance with the approved construction drawings and specifications. All components shall be installed in accordance with the manufacturers' requirements. The installation shall comply with the requirements of the MEC and all applicable Federal, state and local codes.

1.4.2 Installation and Integration of Data Monitoring

1. An educational kiosk or flat screen wall display displaying the photovoltaic system's performance data shall be located in the MIDI Lab outside of room B107.
2. The output of the data monitoring system shall be accessible on the internet.
3. The Contractor shall provide all necessary hardware, and installation and integration services required to monitor the parameters listed in Section 2.3 of this Technical Specification.
4. The data monitoring system shall meet all of the monitoring and reporting requirements of the Massachusetts Clean Energy Center's Production Tracking System (PTS) and the NEPOOL Generation Information System (GIS). Monitoring and reporting fees shall be included for a period of five (5) years.
5. There shall be no contact between incompatible materials such as aluminum and steel components of the building structure. See also 1.4.1.

1.5 Commissioning

The Contractor shall submit a detailed commissioning plan for review by the City of Beverly or its representative. The Contractor shall incorporate any modifications to the commissioning plan required by the City of Beverly or its representative. Once the installation has been completed, and after all inspections have been performed and approved, the Contractor shall provide notice, in writing, to the City of Beverly or its representative and to the local utility of his intent to start the system one week prior to the proposed start up date. After receiving written permission to start the system from the City of Beverly or its representative and the local utility the Contractor shall commission

the system in keeping with all requirements of the commissioning plan, the inverter manufacturer startup procedures and the utility interconnection requirements. Once the system has been commissioned the site shall be left free of all tools, materials and debris.

1.6 Documentation & Training

The Contractor shall provide a complete Operations and Maintenance manual and set of As-Built drawings stamped by a professional engineer licensed in the Commonwealth of Massachusetts. Upon completion of the project Contractor shall provide training to the client's designated maintenance personnel in the operation and maintenance of the PV system. Refer to section 6.2 of this Technical Specification for details.

2.0 Equipment

2.1 General

All mounting materials shall be either corrosion-proof non-metallic materials, aluminum, or 316 stainless steel. No wood or ferrous metal shall be used. All materials subject to exposure to the sun must be sunlight resistant material. All conductors shall be copper. All materials shall be new. No used, reconditioned or refurbished equipment or materials shall be used. Alternative materials must be approved by the City of Beverly.

2.1.1 INVERTER(S)

1. Inverter shall be approved and listed with the California Energy Commission's list of eligible photovoltaic inverters:
<http://www.gosolarcalifornia.ca.gov/equipment/inverter.php>.
2. Maximum inverter efficiency, based upon the California Energy Commission's (CEC) list of eligible inverters weighted efficiencies, shall be greater than or equal to 94 percent.
3. Inverters shall meet the current UL 1741/IEEE Standard 1547 and the latest applicable ANSI and FCC standards and addenda dated prior to the award of this contract.
4. Each inverter shall include, at a minimum:
 - automatic operation including start-up, shutdown, self-diagnosis,
 - fault detection and alarming,
 - LCD or LEDs for display of operating status.
 - NEMA 3R or 4X rated enclosure.

2.1.2 COMBINER & JUNCTION BOXES

Combiner boxes and junction boxes which are located outdoors shall have the following characteristics:

- metal construction
- NEMA 3R or 4X
- lockable
- rated 600 Vdc

All photovoltaic system output circuits shall be protected by lightning arrestors of the appropriate voltage rating and listed by a nationally recognized testing laboratory.

2.1.3 DC DISCONNECT SWITCHES

The dc disconnect(s) shall be rated 600 VDC and be listed by a nationally recognized testing laboratory. Where located outdoors, disconnects shall be metal NEMA 3R or 4X and lockable. Where fused disconnects are used fuses shall have appropriate dc ratings.

2.1.4 AC DISCONNECTS

All ac disconnects shall be rated to interrupt the necessary voltage and current for the application and be listed by a nationally recognized testing laboratory. Where located outdoors disconnects shall be metal NEMA 3R or 4X and lockable. The ac disconnect required by the interconnecting utility must meet the utilities requirements for location and accessibility.

2.1.5 AC KILOWATTHOUR METER

The system shall include a revenue grade kilowatt-hour meter that shall record the full ac output of the inverter(s). The meter must meet the technical requirements of the Massachusetts Clean Energy Center's (Massachusetts CEC) PTS and NEPOOL GIS programs.

2.1.6 INTERCONNECTION CIRCUIT BREAKER

The Contractor shall provide, install and test the appropriate size, make and model of molded case circuit breaker for inverter interconnection in the Main Switch Board (MSB). The ac interconnection shall comply with MEC Article 690.64(B)(3). The Contractor shall confirm that the main circuit breaker and ground-fault protection device that is part of the main service disconnecting means in the MSB is identified and listed as suitable for backfeeding. If the main service disconnecting means is not

listed for backfeeding the Contractor shall interconnect the PV system to the line side of the main service disconnect.

2.1.7 WIRING AND CONDUIT

1. All system wiring shall be of an MEC approved wiring method. All conductors shall have a temperature rating of 90 degrees C or lower.
2. All conductors shall be copper.
3. All conduits inside the building shall be electro metallic tubing (EMT).
4. All conduits outside the building shall be electro metallic tubing (EMT) with compression fittings.
5. The Contractor shall use one or more of the three empty 4 inch EMT conduits which have been installed from the roof to the external ground-level location of the inverter to bring the photovoltaic output circuit(s) to the inverter.
6. Conductors in vertical conduit runs shall be supported so as to comply with MEC article 300.19.
7. Expansion fittings shall be used in conduit runs in compliance with MEC article 300.7. A value of 144°F (80°C) shall be used for the maximum change in temperature (delta T) in the calculation of conduit expansion.
8. All outdoor electrical enclosures shall have watertight connections such as Myers hubs or equal. No penetrations shall be made on the top side of outdoor enclosures. The lowest point of any enclosure shall be no less than 24 inches above the roof surface.
9. All conduits shall be bonded at each end using listed bonding bushings.
10. Exposed cables shall be listed as sunlight resistant, properly secured and well supported.

2.1.8 PHOTOVOLTAIC SYSTEM GROUND

Photovoltaic system ground shall be installed and sized in accordance with Article 690.47(C) of the **2005** MEC.

2.2 PV Array

2.2.1 PHOTOVOLTAIC MODULES

1. Photovoltaic modules shall be 120 Watt STC or larger.
2. Modules shall be UL 1703 listed.
4. Modules shall be approved and listed with the California Energy Commission's list of eligible photovoltaic modules:
(<http://www.gosolarcalifornia.ca.gov/equipment/pvmodule.html>).

2.2.2 MOUNTING SYSTEM

1. The mounting system must fit within the allowable un-shaded footprint specified in Attachment A, Figures 2 & 3, to this Technical Specification.
2. The mounting system shall be a ballasted and non-penetrating system. The existing roofing membrane shall be protected by placing protective membrane between the PV mounting system and roofing membrane. The weight of the ballast must be added to the combined weight of the solar system before being compared to the maximum load of 10 pounds per square foot as allowed by the structural engineer of record for the school. See 4.2 Structural Design Requirement.
3. The mounting system shall promote ambient air circulation beneath and above modules to enhance efficiency.
4. Modules shall be individually removable for roof access, maintenance or repair.
5. The mounting system shall be designed to meet or exceed requirements of applicable state and local building codes, including wind speed, snow, snowdrift, and seismic load requirements.
6. If existing lightning protection equipment is moved or in any way affected by the photovoltaic installation the Contractor shall have the building recertified to UL 96A by a certified installer.
7. The distance from the northern edge of any row of modules to the southern edge of the nearest row of modules to the first row's north shall be no less than three times the difference in height, as measured from a horizontal plane, between the northern edge of the first row and the southern edge of the second row.
8. Mounting system design must permit access to the array for maintenance purposes.

2.3 Data Monitoring System

The data monitoring system shall possess all necessary hardware and software to meet all of the requirements of the Massachusetts Clean Energy Center's (Massachusetts CEC) automated Production Tracking System (PTS) and the NEPOOL Generation Information System (GIS). The data monitoring system shall include an educational kiosk or flat screen wall display displaying the photovoltaic system's performance data. The kiosk or wall display shall be located in the MIDI Lab outside of room B107.

At a minimum the data monitoring system parameters reported shall include:

1. Total dc power
2. Total ac power
3. Ambient temperature near the array
4. Back of module surface temperature
5. Plane of Array (POA) irradiance
6. Global horizontal irradiance

The output of the data monitoring system shall be accessible on the internet and shall be able to be downloaded in CSV format.

3.0 Installation

3.1 General

The output of the photovoltaic inverter(s) shall not interfere with or damage the function of existing building electrical distribution systems. All serviceable components must be “accessible” as defined by the MEC article 100 and comply with all MEC required working clearances. The installation shall comply with all Federal, state and local building codes, including the latest version of the Massachusetts Electrical Code. The Contractor shall not, under any circumstance, operate switchgear forming part of the main distribution system. The Contractor shall coordinate with the City of Beverly facilities management to operate the switchgear to disconnect or re-energize loads. Advanced notice shall be given to the City of Beverly for interconnection of photovoltaic system output or if the switchgear is to be de-energized.

3.1.1 Installation Requirements

1. All over-current protection devices shall have trip ratings no greater than the de-rated ampacity of the conductors they protect.
2. All electrical connections and terminations shall be tightened per manufacturer’s specifications.
3. All mounting equipment shall be installed to the manufacturer's specifications. All outdoor materials shall be corrosion resistant material. No wood or ferrous metal may be used.
4. All wiring shall be accessible to service personnel.
5. All cables, conduit, exposed conductors, and electrical boxes shall be secured and supported according to MEC requirements. When calculating temperature correction factors for conditions of use, use MEC Table 310.15(B)(2)(c), for conductors in conduits and enclosures exposed to direct sunlight.
6. For any components installed on the roof the loading impact of the array, wind, snow, etc. shall be determined prior to the installation and the system shall be designed to maintain the roof's structural integrity. The Contractor shall enter into an agreement with the existing roof manufacturer to provide quality assurance and quality control (QA/QC) during installation such that the photovoltaic installation work complies with the roof manufacturer’s recommendation and that the existing roof warranties are not affected. Sleeper conduit supports and pitch pockets shall be approved by roofing contractor. Conduits shall be supported above the roof at a height greater than 3.5 inches. The Contractor shall submit details of proposed work for review and approval by the City of Beverly.
7. The PV system shall have no adverse impact on any of the existing building electrical systems.
8. Site shall be maintained and kept secure, free of excessive debris and in

safe condition during the construction period. Site should be left in "broom swept condition" after work is complete at the end of each workday. All work shall be done in a neat and workmanlike manner.

9. There shall be no direct contact between incompatible materials such as aluminum and steel components of the building structure. See also 1.4.1.

3.1.2 Installation Standards

1. System installation shall conform to all manufacturer's installation manuals and approved project drawings and specifications.
2. All applicable local and MEC codes shall be observed.
3. The Contractor shall comply with all Technical Specifications within this document. Contractor shall ensure subcontractors (if used) shall comply with manufacturer's installation guidelines and this Technical Specification.

4.0 Structural Design Requirements

4.1 General Building Description and Requirements

The Beverly High School tower building has an overall allowable PV array footprint of approximately 10050 square feet (933 square meters). The building has a single roof level with two candidate PV array areas designated here as North Array and South Array. A roof drawing for the existing building are provided in the Attachment A. The following is a general description of the identified roof space herein referred to as "allowable array footprint areas."

North Array – The roof is a flat white membrane roof with approximately 5,135 square feet of allowable array footprint area.

South Array – The roof is a flat white membrane roof with approximately 4,915 square feet of allowable array footprint area.

The roof of the building was designed for a snow live load of 30psf or drifting snow where applicable.

Important Note: The building was designed under the Sixth Edition of the Massachusetts State Building Code.

4.2 Design Criteria for PV Panels Support

1. Penetrating the existing membrane roof shall not be permitted.
2. The PV panel support system shall be a ballasted system.
3. The design for bidding documents shall be in accordance with the Seventh Edition of the Massachusetts State Building Code. The design for the construction shall

be in accordance with the latest edition of the Massachusetts State Building Code in force at the time of obtaining the construction permit.

4. The ground snow load and basic wind speed shall be based on the criteria specified for the Town of Beverly:
 - a. Ground Snow Load: $P_g = 45\text{psf}$
 - b. Snowdrift shall be determined based on the Seventh Edition of the Massachusetts State Building Code.
 - c. Basic Wind Speed: $V = 110\text{mph}$
5. The building shall be assumed to have the following categories and factors:
 - a. Occupancy Category III importance factor 1.1
 - b. Thermal Factor $C_t = 1.0$
 - c. Exposure Category B exposure factor $C_e = 0.9$
6. Based on a comparison of the original design snow load vs. the calculated snow load, the North Array and South Array areas can be assumed to support a PV panel system (including panels, rack frames and ballast) weighing up to 10 pounds per square foot. (If snowdrifts are occurring because of the inclination of the panels, the snowdrift load shall be taken into consideration in the added load. See 7 below.
7. The Contractor must assess the areas influenced by snowdrifts on a case-by-case basis to determine the suitability of the roof to support the PV panels.
8. The Contractor shall submit calculations for the PV support system and a check of the roof system (decking and framing members). The calculations shall be stamped by a Professional Engineer who is registered in the Commonwealth of Massachusetts.
9. After completion of the installation, including ballast, the professional engineer referred to in the previous paragraph shall visit the site and provide a stamped affidavit stating that the material used and the installation comply with his calculations.

The Contractor must assess the areas influenced by snowdrifts on a case-by-case basis to determine the suitability of the roof to support the PV panels. The Contractor shall submit calculations for the PV support system and a check of the roof system (decking and framing members). The calculations shall be stamped by a Professional Engineer who is registered in the Commonwealth of Massachusetts.

4.3 Inverter Pad & Fencing

4.3.1 Inverter Pad

The Contractor shall install a fenced concrete pad at the external inverter location. The top of the pad shall be a minimum of six (6) inches above grade with a one (1) inch chamfer on all sides. The concrete pad shall be properly supported, reinforced, and protected from frost movements in order to remain monolithic and stable.

4.3.2 Fencing

The fencing surrounding the inverter shall have lockable doors of sufficient width to remove and reinstall the inverter. All fencing and gates shall be solidly grounded through the equipment grounding system and be far enough from inverter access points to ensure MEC required working clearances for 600V to ground and Condition 2 per "Table 110.26(A)(1) Working Spaces".

- A. Manufacturer of all chain link fence material for the fence and gates shall be subject to the Architect's approval.
- B. Chain link fabric shall be vinyl coated, No. Nine (9) & No. six (6) gauge core thickness with a uniform square mesh measuring approximately two (2) inches between its parallel sides, woven out of a wire which shall consist of a good commercial quality steel, rails and posts shall be sized as shown in paragraph
- C. All chain link fence fabric shall have a seven (7) mil coating of polyvinyl chloride bonded by the fusion method. The vinyl in the coating shall have a maximum specific gravity of 1.33, be evenly applied and free of blisters - with the bond between the vinyl coating and the steel wire equal or greater than the coating strength of the vinyl. The color of the coating shall be black. Fabric shall be vinyl coated and shall be furnished with selvages knuckled on both ends, height shall be ninety-six (96").
- C. Rails and posts shall be vinyl coated ASA Schedule Forty (40) galvanized steel conforming to ASTM 120. The pipe shall be hot dipped galvanized to withstand twelve (12) one (1) minute immersions in the Preece Test and shall be the following size and weight.

Component Size Key

<u>Component</u>	<u>Outside Diameter In Inches</u>	<u>Weight in Pounds per Linear Foot</u>
A	4.000"	9.11#
B	2.875"	5.79#
C	2.375"	3.65#
D	1.900"	2.72#
E	1.660"	2.27#

Components	120"	96"	72"	48"	Backstop
Terminal Posts	B	B	C	C	A
Gate Posts	A	A	B	B	-
Line Posts	C	C	D	D	A
Top Rail	E	E	E	E	E
Mid Rail	E	-	-	-	E
Bottom Rail	E	E	E	E	E
Corner Braces	E	E	E	E	E
Gate Frames	E	E	E	E	-
Internal Gate					
Bracing	E	E	E	E	E
Hood Frame	-	-	-	E	

- E. Truss rods shall be three-eighths (3/8) inch diameter galvanized steel.
- F. Fittings and other appurtenances shall be pressed steel, malleable or cast steel, galvanized to withstand six (6) one (1) minute immersions in the Preece Test.
- G. Tension bars shall be three-sixteenths inch (3/16") by five-eighths (5/8) inch steel, galvanized to withstand six (6) one (1) minute immersions in the Preece Test.
- H. Tie wires shall be No. Nine (9) gauge wires, permafused. Color black.
- I. Post caps shall be heavy malleable iron or pressed steel and galvanized to withstand six (6) one (1) minute immersions in the Preece Test.
- J. Gates shall have all latches, stops, keepers and hinges necessary for proper functioning.
- K. Submit complete shop drawings of fencing, gates, hinges, drop bar locking devices, etc., for the Architect's approval prior to fabrication.
- L. All Components shall be vinyl coated fusion bond, color black.

5.0 Commissioning

5.1 Commissioning Procedure

1. The Contractor shall provide a commissioning plan for review and approval by the City of Beverly or its representative. At a minimum the testing plan shall include:
 - a. A table for measurement and recording of Voc of every source circuit.
 - b. A table for measurement and recording of Imp of every source circuit, measured at each combiner box. Source circuit measurements should be done under uniform irradiance conditions. Plane of array irradiance shall be measured and recorded at the time of each measurement taken at each combiner box.
 - c. A written procedure for inverter startup tests as specified by the inverter manufacturer in the inverter operation manual.
 - d. A calculation method to compare measured ac power and to simulated ac power based upon measured irradiance and module cell temperature levels.
 - e. A written procedure to perform loss of grid test and verification of five-minute delay upon restoration of grid.
2. Contractor shall verify data acquisition/display system is functioning properly comparing independent measurements to data acquisition display.
3. The Contractor shall correct any deficiencies uncovered by the testing prior to commissioning of the system.
4. Site shall be free of all tools and materials required for construction and installation.

6.0 Documentation & Training

6.1 Documentation

The Contractor shall prepare an Operations and Maintenance manual and deliver it to the system owner. The manual shall include:

1. A complete set of all approved submittals including shop drawings and product literature with vendor/sources for replacements with estimated costs.
2. As-built plans showing the final placement of all combiner boxes, connections and conduit placement.
3. As-built electrical plans, including three line diagrams, and elevation drawings showing the final placement of the electrical equipment.
4. As-built drawings of all mounting and mechanical structures.
5. Trouble shooting guidelines.

6. System maintenance schedule and procedures.
7. Contact information for technical assistance and parts ordering.
8. Commissioning documents and measurements
9. Warranty documentation

6.2 Training

The Contractor shall train the system owner's designated staff in the operation and maintenance of PV system. Training shall include principles of operation, routine maintenance and safety issues. Training shall be scheduled for times and at a location to be approved by the City of Beverly.

7.0 Warranties

The Contractor shall provide written manufacturer's warranties as follows:

7.1 PV Modules Manufacturer's Warranty

The Contractor shall obtain from the photovoltaic module manufacturer(s) a warranty containing the following provisions: that the loss of output power for each module installed in the system, at all times during the first ten (10) years following the effective Substantial Completion date, shall not exceed ten (10) percent of the minimum power rating of the product specifications for the module; that the loss of output power for each module installed in the system, at all times during the first twenty-five (25) years following the effective Substantial Completion date, shall not exceed twenty (20) percent of the minimum power rating of the product specifications for the module; and that the photovoltaic module(s) shall be free from all defects in design, materials and workmanship for a period of five (5) years following the effective Substantial Completion date. Such warranty, containing no exclusions or limitations, shall be in a form acceptable to, and for the benefit of, the City of Beverly and shall be submitted by the Contractor as a condition for the receipt of final payment under the Design-Installation Contract.

This warranty is in addition to, and not a limitation of any other remedy the City of Beverly may have under the Contract Documents and at law.

7.2 Inverter Manufacturer's Warranty

The Contractor shall obtain from the inverter manufacturer(s) a warranty that the inverter(s) shall be free from all defects in design, materials and workmanship for a period of five (5) years following the effective Substantial Completion date. Such warranty, containing no exclusions or limitations, shall be in a form acceptable to, and for the benefit of, the City of Beverly and shall be submitted by the Contractor as a condition for the receipt of final payment under the Contract. The Contractor shall provide pricing for extended inverter warranties if available from the inverter manufacturer.

This warranty is in addition to, and not a limitation of any other remedy the City of Beverly may have under the Contract Documents and at law.

7.3 Mounting System Manufacturer's Warranty

The Contractor shall obtain from the mounting system(s) manufacturer(s) a warranty that the mounting system(s) shall be free from all defects in design, material and workmanship for a period of five (5) years following the effective Substantial Completion date. Such warranty, containing no exclusions or limitations, shall be in a form acceptable to, and for the benefit of, the City of Beverly and shall be submitted by the Contractor as a condition for the receipt of final payment under the Contract.

This warranty is in addition to, and not a limitation of any other remedy the City of Beverly may have under the Contract Documents and at law.

7.4 Existing Roofing Manufacturers' Warranties

Per paragraph 3.1.1.6 of this Section, installation of photovoltaic system shall be performed in a manner which shall not compromise or void the existing roof manufacturers' warranties. The contractor shall be responsible for any damage to the roof caused by the storage or installation of the photovoltaic system.

ATTACHMENT A: Beverly High School PV schematic & layouts.

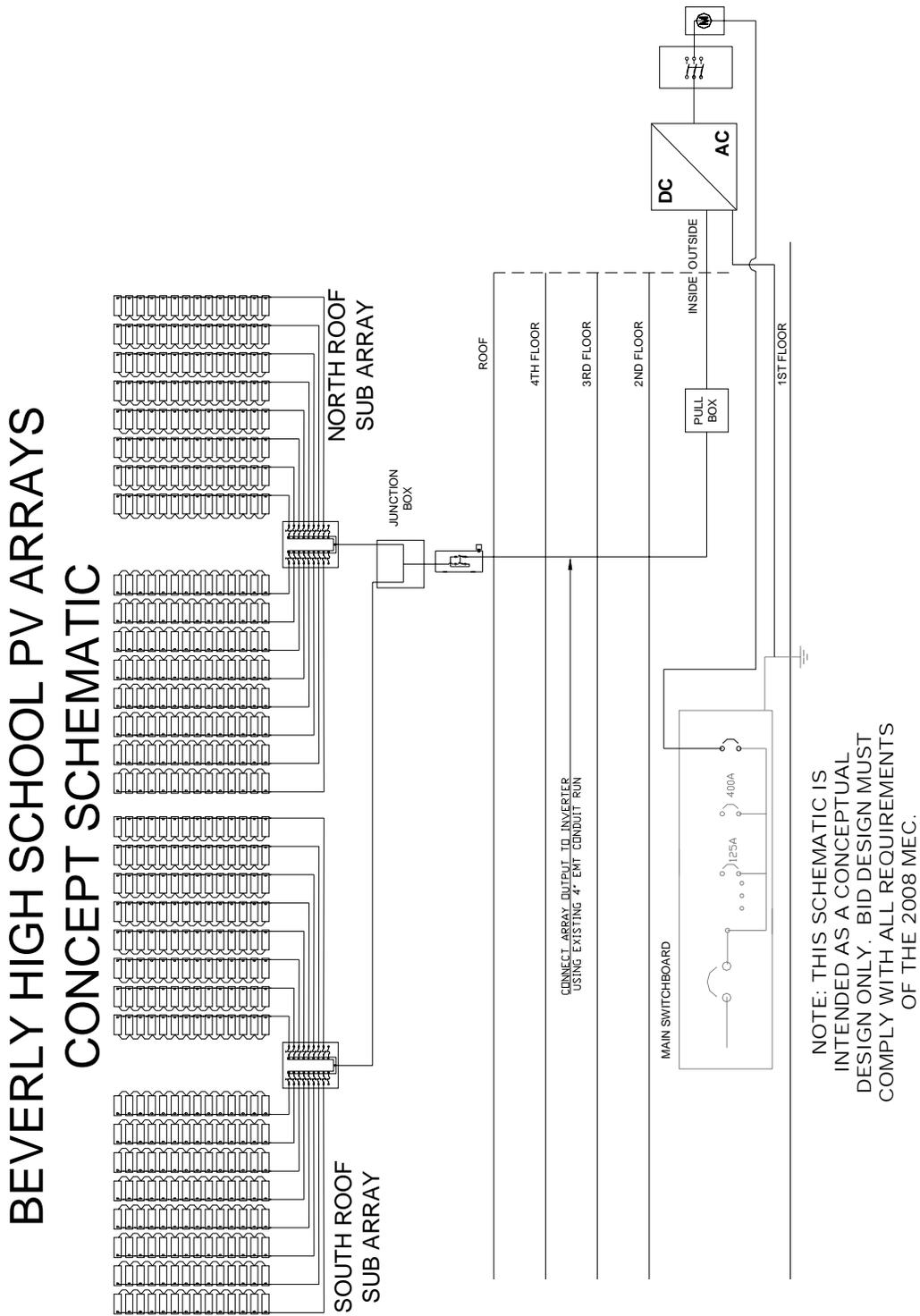


Figure 1: Beverly High School PV system concept schematic.

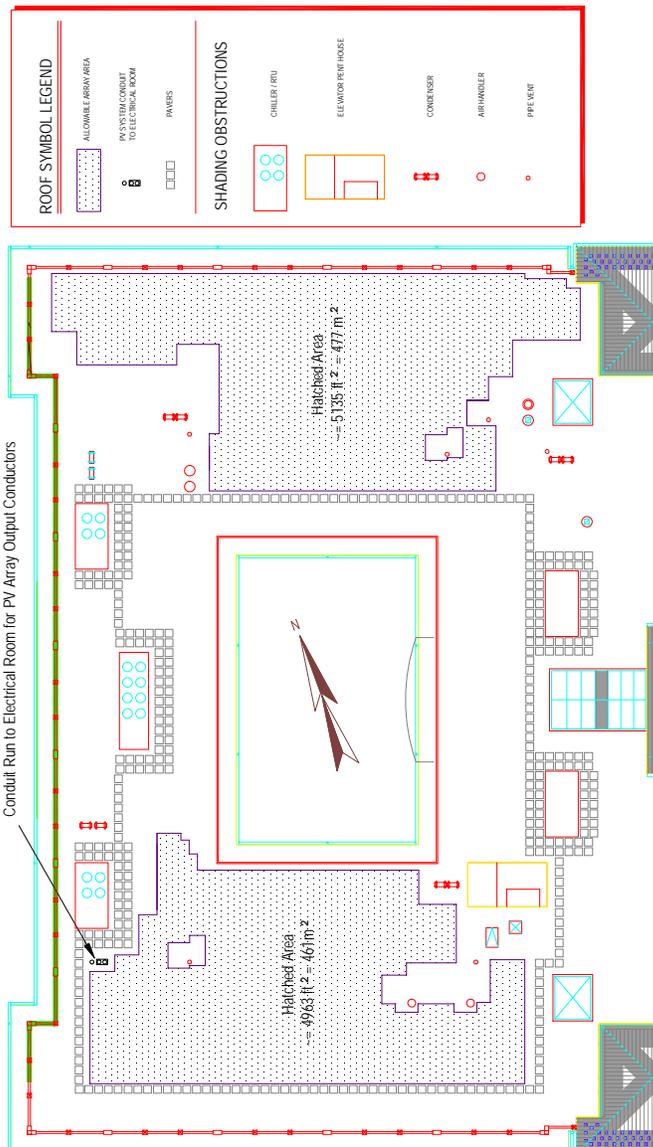


Figure 2: Beverly High School allowable area for PV array layout.

The hatched area shows the allowable area for PV array layout. The exact location of the objects may vary. It is the installers responsibility to ensure no modules shall be shaded during the winter solstice from 10am to 2pm, during the summer solstice from 7am to 5pm, and during the equinox from 8am to 4pm.

This attachment defines the allowable footprint of the array for the Beverly High School Roof. The total allowable area is approximately 10,000 square feet. The proposed designs must stay within the dimensions shown in these drawings. Tolerance +/- 6 inches.

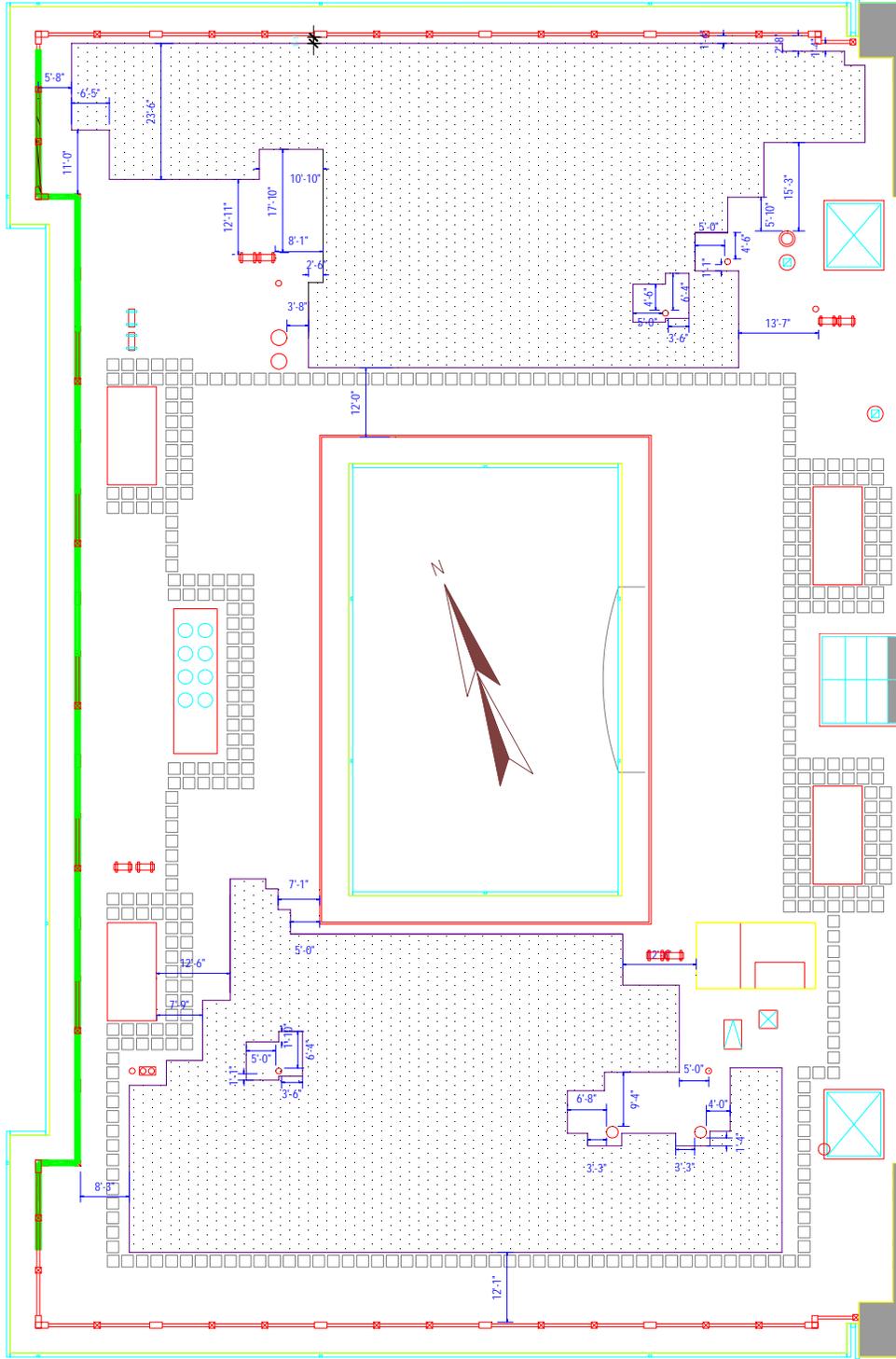


Figure 3: Allowable array footprint dimensions on the tower building roof.

The exact location of the object may vary. Dimensions represent minimum distance from the edge of shading obstructions. Contractor shall verify all dimensions.

AGREEMENT BY AND BETWEEN
THE CITY OF BEVERLY
AND
(CONTRACTOR)

This agreement made and entered into this (DATE OF AGREEMENT), by and between the City of Beverly, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the "City", by and through its Mayor, William F. Scanlon and (Contractor / Address), the Vendor.

ARTICLE I. The Vendor agrees to furnish and deliver services, materials, supplies, or equipment as follows:

(SUPPLY OR SERVICE) in accordance with the Invitation to Bid and to the extent not contradicted by the specifications and consistent with applicable law, the Vendor's Bid documents annexed hereto and incorporated hereby by reference marked Exhibit "A". This Contract is subject to and conditioned upon appropriation by the City.

ARTICLE II. The City agrees to pay for the sum of (Consideration) payable in monthly payments equaling 1/12 of the annual fee upon receipt of a monthly invoice.

ARTICLE III. The Vendor shall submit and conform to all determinations and directions of the designee of the City of Beverly relating to the services and its delivery, suitability, amount, quality and value of everything furnished or to any other questions which may arise as to the product and services and the time and manner of their delivery.

ARTICLE IV. If the Vendor shall fail to furnish and deliver any of said product and/or services as required under the terms of this agreement after the purchase order for same has been given to the Vendor or mailed to him/her at the business address stated in his/her proposal, the City, acting by the Purchasing Agent, may obtain the product and/or services ordered from any other source, and the City shall give to the Vendor or mail to him/her at the business address stated in his/her proposal, a notice, signed by the Purchasing Agent, that the Vendor has failed to carry out the contract to the satisfaction of the Purchasing Agent and as required by the terms of said Bid Document. Upon such default, the Purchasing Agent, may at his/her discretion and without further notice, cancel the contract.

ARTICLE V. Upon such default, the City may charge to the Contractor (and deduct from contract sums then or thereafter payable to the Contractor, if any there be) any and all costs and expenses incurred by the City as a direct or indirect consequence of such default, including, without limitation, any excess cost of material or service, any administrative costs or expenses, and all costs of collection of amounts payable by the Contractor hereunder (including reasonable attorney's fee).

ARTICLE VI. The contract is made subject to General Laws, Chapter 30B and all other laws of the Commonwealth, and the ordinances of the City, and if any clause hereof does not conform to such laws or ordinances, such clause shall be void and such laws or ordinances operative in lieu thereof.

ARTICLE VII. The Vendor shall furnish such bond as may be required by law (including without limitation M.G.L. c.149 §29) to insure the faithful performance of this contract, with a surety duly licensed to issue such bond in the Commonwealth of Massachusetts and satisfactory to the City.

ARTICLE VIII. In the performance of all work, after award and prior to completion of the contract work, the Vendor will not discriminate on grounds of race, color, religion, national origin, age or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials and of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph.

ARTICLE IX. The Vendor shall not assign this contract without express prior written consent of the City of Beverly.

ARTICLE X. The Vendor shall indemnify and save harmless the City of Beverly and all of its officers, agents and employees for any suits, causes of action, claims, judgments or other liability that may arise as a result of Vendor's action or failure to act. Certificates of Insurances shall be filed with the City if it so requires and shall be subject to its approval for adequacy of protection.

WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

City of Beverly

William F. Scanlon, Mayor

Contractor
SAMPLE

As to Appropriation:

John Dunn, Finance Director



CITY OF BEVERLY
DEPARTMENT OF
PROCUREMENT & CONTRACT ADMINISTRATION
191 Cabot Street
Beverly, Massachusetts 01915

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

- A. The General Contractor shall purchase and maintain such insurance as will protect him from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage which might arise from and during operations under this contract, whether such operations be by himself or by a Subcontractor or anyone directly or indirectly employed by either of them.
- B. Contractor shall not commence work under this Contract until he has obtained all insurance required herein nor until such insurance has been approved by the Owner. Contractor shall not allow any Subcontractor to commence work until the insurance required of the Subcontractor has been obtained and approved.
- C. Subcontracts: Contractor shall either (1) require each Subcontractor to procure and to maintain during the life of his Subcontract, Subcontractor has General Liability and Property Damage Insurance of same type and in such manner as specified herein, or (2) Insure activities of his Subcontractors on his own policy.
- D. All insurance required by this Document shall be provided by a Best "A+ VIII" rated company, or companies, authorized to do business in the Commonwealth of Massachusetts and satisfactory to the owner and shall be written for not less than any limits of liability specified herein, or required by law, whichever is greater.
- E. Certificates: Certificates of Insurance acceptable to the Owner shall be submitted in triplicate to the Owner simultaneously with the execution of the Contract. Certificates shall indicate that broad form Contractual Liability coverage is in force, as well as deletions of the XCU exclusions. Certificates shall contain a provision that the insurance company will notify the Owner by registered mail at least (60) calendar days in advance of any cancellation, non-renewal, change or expiration of the policies. Certificates shall include description of coverage, effective dates and expiration

dates of policies and shall clearly indicate all exclusions (other than standard policy form exclusions contained in the basic policy) which will be added to the policies provided.

- F. Deductibles: In the event of paid claims, Contractor shall bear costs of any amounts deductible.
- G. The Owner shall be named as additional insured under all policies.
- H. Before any blasting is done, Contractor shall present evidence that blasting damage is included in his insurance coverage.

COVERAGE AND LIMITS

A. Workers' Compensation Insurance:

The Contractor shall maintain and cause all subcontractors and lower tier contractors to maintain Workers Compensation and Employers Liability Insurance in accordance with the law and regulations of the Commonwealth of Massachusetts. The limits of liability provided shall be as follows:

Coverage A:	Statutory
Coverage B:	\$500,000/\$500,000/\$500,000

B. Contractor's Liability Insurance

The Contractor shall purchase and maintain Commercial General Liability Insurance and cause all subcontractors and lower tier contractors to maintain the same throughout the term of the Work. Commercial General Liability Insurance must with all applicable broad form endorsements. Such insurance shall be on the 1986 standard insurance Service Office occurrence coverage form (or any later amendments or revisions thereto).

Limits of liability to be provided shall be as follows:

Bodily Injury and Property Damages	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Medical Payments	\$ 10,000

Coverage shall specifically include blanket contractual liability covering Contractor's indemnity obligations as contained in this Document. The City of Beverly must be added as an additional Insured as their interest may appear.

C. Business Automobile Liability:

The Contractor shall maintain and cause all subcontractors and lower tier contractors to maintain business automobile liability insurance covering all owned, non-owned, leased, rented and hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage: \$1,000,000 per occurrence

Automobile physical damage coverage shall be at the option of the Contractor, all subcontractors and lower tier contractors. The Owner shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

The City of Beverly must be added as an additional insured as their interest may appear.

D. Umbrella or Excess Liability

Umbrella or Excess Liability shall be provided in excess of the primary limits of liability required above. Coverage shall be at least as broad as provided in the primary coverage required. The limits of liability to be provided shall be as follows:

\$5,000,000 per occurrence Bodily Injury and Property Damage
\$5,000,000 per occurrence Personal Injury and Advertising Injury
\$5,000,000 General Aggregate
\$5,000,000 Products and Completed Operations Aggregate

A. Owner's Insurance (if applicable)

The City will provide Builder's Risk Insurance for the existing buildings and the additions to any buildings as part of the City of Beverly Master Insurance Program. Such coverage will include all building additions and materials used for the Work while at the construction site or on route to the construction site. The amount of Builder's Risk Coverage will equal the total cost of the construction project.

INDEMNIFICATION

The Contractor shall take responsibility for the work and take all precautions for preventing injuries to persons and property in or about the work and shall bear all losses resulting to it on account of amount or character of the work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out the Contract. The Contractor shall assume the defense of, and indemnify and save

harmless, the Designer, the Owner, and their officers and agents from all claims relating to labor performed or furnished and materials used or employed for the work: to inventions, patents and patent rights used in and in doing the work unless injuries to any person or corporation received or sustained by or from the Contractor and its employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and its employees therein.

PERFORMANCE AND PAYMENT BONDS

The Contractor shall provide the Owner with a 100% performance bond and a 100% labor and materials or payment bond executed by a surety company licensed by the Commonwealth of Massachusetts.



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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



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TIMOTHY P. MURRAY
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Prevailing Wage Rates

Awarding Authority: City of Beverly

Contract Number: 10-001

City/Town: BEVERLY

Description of Work: High School Roof Mounted Photovoltaic System Works - Installation of a minimum 80kw photovoltaic system on the roof of the Beverly High School

Job Location: 100 Shier Road, Beverly, MA

Classification	Effective Dates and Total Rates							
Construction								
(2 AXLE) DRIVER - EQUIPMENT	06/01/2010	\$43.830	12/01/2010	\$44.430	06/01/2011	\$45.180		
	12/01/2011	\$45.840	06/01/2012	\$46.490	12/01/2012	\$47.520		
(3 AXLE) DRIVER - EQUIPMENT	06/01/2010	\$43.900	12/01/2010	\$44.500	06/01/2011	\$45.250		
	12/01/2011	\$45.910	06/01/2012	\$46.560	12/01/2012	\$47.590		
(4 & 5 AXLE) DRIVER - EQUIPMENT	06/01/2010	\$44.020	12/01/2010	\$44.620	06/01/2011	\$45.370		
	12/01/2011	\$46.030	06/01/2012	\$46.680	12/01/2012	\$47.710		
ADS/SUBMERSIBLE PILOT	08/01/2009	\$101.110	08/01/2010	\$104.640	08/01/2011	\$108.760		
AIR TRACK OPERATOR	06/01/2010	\$45.500	12/01/2010	\$46.750	06/01/2011	\$47.750		
	12/01/2011	\$49.000						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	12/01/2009	\$40.250						
ASPHALT RAKER	06/01/2010	\$45.000	12/01/2010	\$46.250	06/01/2011	\$47.250		
	12/01/2011	\$48.500						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	06/01/2010	\$59.730	12/01/2010	\$60.980				
BACKHOE/FRONT-END LOADER	06/01/2010	\$59.730	12/01/2010	\$60.980				
BARCO-TYPE JUMPING TAMPER	06/01/2010	\$45.000	12/01/2010	\$46.250	06/01/2011	\$47.250		
	12/01/2011	\$48.500						
BLOCK PAVER, RAMMER / CURB SETTER	06/01/2010	\$45.500	12/01/2010	\$46.750	06/01/2011	\$47.750		
	12/01/2011	\$49.000						
BOILER MAKER	01/01/2010	\$55.850						
APPRENTICE: BOILERMAKER - Local 29								
Ratio Step	1	2	3	4	5	6	7	8
1:5 %	65.00	65.00	70.00	75.00	80.00	85.00	90.00	95.00
Apprentice wages shall be no less than the following:								
Step 1\$38.75/2\$38.75/3\$41.19/4\$43.64/5\$46.08/6\$48.53/7\$50.97/8\$53.42								
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	02/01/2010	\$68.010	08/01/2010	\$69.910	02/01/2011	\$70.900		
	08/01/2011	\$73.000	02/01/2012	\$73.990				
APPRENTICE: BRICK/PLASTER/CEMENT MASON - Local 3 Lynn								
Ratio Step	1	2	3	4	5			
1:5 %	50.00	60.00	70.00	80.00	90.00			
Apprentice wages shall be no less than the following:								
Step 1\$45.71/2\$50.17/3\$54.63/4\$59.09/5\$63.55								
BULLDOZER/GRADER/SCRAPER	06/01/2010	\$59.380	12/01/2010	\$60.630				
CAISSON & UNDERPINNING BOTTOM MAN	06/01/2010	\$49.250	12/01/2010	\$50.500	06/01/2011	\$51.500		
	12/01/2011	\$52.750						
CAISSON & UNDERPINNING LABORER	06/01/2010	\$48.100	12/01/2010	\$49.350	06/01/2011	\$50.350		
	12/01/2011	\$51.600						
CAISSON & UNDERPINNING TOP MAN	06/01/2010	\$48.100	12/01/2010	\$49.350	06/01/2011	\$50.350		
	12/01/2011	\$51.600						

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Prevailing Wage Rates

Awarding Authority: City of Beverly

Contract Number: 10-001

City/Town: BEVERLY

Description of Work: High School Roof Mounted Photovoltaic System Works - Installation of a minimum 80kw photovoltaic system on the roof of the Beverly High School

Job Location: 100 Shier Road, Beverly, MA

Classification	Effective Dates and Total Rates										
CARBIDE CORE DRILL OPERATOR	06/01/2010	\$45.000	12/01/2010	\$46.250	06/01/2011	\$47.250					
	12/01/2011	\$48.500									
CARPENTER	03/01/2010	\$54.500	09/01/2010	\$55.380	03/01/2011	\$56.250					
	09/01/2011	\$57.380	03/01/2012	\$58.500							
APPRENTICE: CARPENTER - Zone 2 Eastern MA											
Ratio	Step	1	2	3	4	5	6	7	8		
1:5	%	50.00	60.00	70.00	75.00	80.00	80.00	90.00	90.00		
Apprentice wages shall be no less than the following:											
Step 1\$25.26/2\$28.43/3\$40.29/4\$41.87/5\$45.03/6\$45.03/7\$51.35/8\$51.35											
CEMENT MASONRY/PLASTERING	02/01/2010	\$66.200	08/01/2010	\$67.670	02/01/2011	\$68.440					
	08/01/2011	\$70.060	02/01/2012	\$70.830							
CHAIN SAW OPERATOR	06/01/2010	\$45.000	12/01/2010	\$46.250	06/01/2011	\$47.250					
	12/01/2011	\$48.500									
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	06/01/2010	\$60.730	12/01/2010	\$61.980							
COMPRESSOR OPERATOR	06/01/2010	\$48.760	12/01/2010	\$49.690							
DELEADER (BRIDGE)	01/01/2010	\$63.410									
DEMO: ADZEMAN	06/01/2010	\$48.100	12/01/2010	\$49.350	06/01/2011	\$50.350					
	12/01/2011	\$51.600									
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	06/01/2010	\$49.100	12/01/2010	\$50.350	06/01/2011	\$51.350					
	12/01/2011	\$52.600									
DEMO: BURNERS	06/01/2010	\$48.850	12/01/2010	\$50.100	06/01/2011	\$51.100					
	12/01/2011	\$52.350									
DEMO: CONCRETE CUTTER/SAWYER	06/01/2010	\$49.100	12/01/2010	\$50.350	06/01/2011	\$51.350					
	12/01/2011	\$52.600									
DEMO: JACKHAMMER OPERATOR	06/01/2010	\$48.850	12/01/2010	\$50.100	06/01/2011	\$51.100					
	12/01/2011	\$52.350									
DEMO: WRECKING LABORER	06/01/2010	\$48.100	12/01/2010	\$49.350	06/01/2011	\$50.350					
	12/01/2011	\$51.600									
DIRECTIONAL DRILL MACHINE OPERATOR	06/01/2010	\$59.380	12/01/2010	\$60.630							
DIVER	08/01/2009	\$75.090	08/01/2010	\$77.440	08/01/2011	\$80.190					
DIVER TENDER	08/01/2009	\$60.220	08/01/2010	\$62.570	08/01/2011	\$65.320					
DIVER TENDER (EFFLUENT)	08/01/2009	\$78.810	08/01/2010	\$82.330	08/01/2011	\$86.460					
DIVER/SLURRY (EFFLUENT)	08/01/2009	\$101.110	08/01/2010	\$104.640	08/01/2011	\$108.760					
ELECTRICIAN	03/01/2010	\$65.790	09/01/2010	\$67.030	03/01/2011	\$68.270					
APPRENTICE: ELECTRICIAN - Local 103											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
2:3***	%	40.00	40.00	45.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00
Apprentice wages shall be no less than the following Steps: App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80											
1\$34.88/2\$34.88/3\$42.31/4\$42.31/5\$44.45/6\$46.58/7\$48.72/8\$50.85/9\$52.99/10\$55.12											
ELEVATOR CONSTRUCTOR	01/01/2010	\$65.190	01/01/2011	\$66.690	01/01/2012	\$68.190					

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Prevailing Wage Rates

Awarding Authority: City of Beverly

Contract Number: 10-001

City/Town: BEVERLY

Description of Work: High School Roof Mounted Photovoltaic System Works - Installation of a minimum 80kw photovoltaic system on the roof of the Beverly High School

Job Location: 100 Shier Road, Beverly, MA

Classification

Effective Dates and Total Rates

Classification	Ratio	Step	1	2	3	4	5	6	7	8	
APPRENTICE: ELEVATOR CONSTRUCTOR - Local 4	1:1	%	50.00	55.00	65.00	70.00	80.00				
Apprentice rates shall be no less than the following:			Steps 1-2 are 6 mos.; Steps 3-5 are 1 year								
Step 1\$44.47/2\$46.89/3\$51.73/4\$54.17/5\$58.99											
ELEVATOR CONSTRUCTOR HELPER						01/01/2010	\$51.330	01/01/2011	\$52.830	01/01/2012	\$54.330
FENCE & GUARD RAIL ERECTOR						06/01/2010	\$45.000	12/01/2010	\$46.250	06/01/2011	\$47.250
						12/01/2011	\$48.500				
FIELD ENG. - INST. PERSON (BLDG, SITE, HVY CONST)						05/01/2010	\$56.950	11/01/2010	\$58.190	05/01/2011	\$59.430
FIELD ENG. - ROD PERSON (BLDG, SITE, HVY CONST)						05/01/2010	\$41.520	11/01/2010	\$42.250	05/01/2011	\$42.980
FIELD ENG.-CHIEF OF PARTY (BLDG, SITE, HVY CONST)						05/01/2010	\$58.320	11/01/2010	\$59.570	05/01/2011	\$60.820
FIRE ALARM INSTALLER						03/01/2010	\$65.790	09/01/2010	\$67.030	03/01/2011	\$68.270
FIRE ALARM REPAIR / MAINTENANCE						03/01/2010	\$53.800	09/01/2010	\$54.730	03/01/2011	\$55.660
FIREMAN (ASST. ENGINEER)						06/01/2010	\$53.760	12/01/2010	\$54.840		
FLAGGER & SIGNALER						06/01/2010	\$36.400	12/01/2010	\$36.400	06/01/2011	\$37.400
						12/01/2011	\$37.400				
FLOORCOVERER						03/01/2010	\$59.630	09/01/2010	\$60.380	03/01/2011	\$61.130
						09/01/2011	\$62.380	03/01/2012	\$63.630		
APPRENTICE: FLOORCOVERER - Local 2168 Zone 1	1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	
Apprentice rates shall be no less than the following:			Steps are 750 hrs.								
Step 1\$27.35/2\$29.13/3\$39.93/4\$41.71/5\$45.32/6\$47.10/7\$50.69/8\$52.47											
FORK LIFT/CHERRY PICKER						06/01/2010	\$59.730	12/01/2010	\$60.980		
GENERATOR/LIGHTING PLANT/HEATERS						06/01/2010	\$48.760	12/01/2010	\$49.690		
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)						01/01/2010	\$52.910				
APPRENTICE: GLAZIER - Local 35 Zone 2	1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:			Steps are 750 hrs.								
Step 1\$23.86/2\$28.43/3\$30.31/4\$32.18/5\$41.26/6\$43.13/7\$45.01/8\$48.76											
HOISTING ENGINEER/CRANES/GRADALLS						06/01/2010	\$59.730	12/01/2010	\$60.980		
APPRENTICE: HOIST/PORT. ENG.- Local 4	1:6	%	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00	
Apprentice wages shall be no less than the following:											
Step 1\$30.40/2\$44.42/3\$46.33/4\$48.25/5\$50.16/6\$52.07/7\$53.99/8\$55.90											

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Prevailing Wage Rates

Awarding Authority: City of Beverly

Contract Number: 10-001

City/Town: BEVERLY

Description of Work: High School Roof Mounted Photovoltaic System Works - Installation of a minimum 80kw photovoltaic system on the roof of the Beverly High School

Job Location: 100 Shier Road, Beverly, MA

Classification	Effective Dates and Total Rates					
HVAC (DUCTWORK)	02/01/2010	\$63.470	08/01/2010	\$64.720	02/01/2011	\$65.970
	08/01/2011	\$67.220	02/01/2012	\$68.470	08/01/2012	\$69.720
	02/01/2013	\$70.970				
HVAC (ELECTRICAL CONTROLS)	03/01/2010	\$65.790	09/01/2010	\$67.030	03/01/2011	\$68.270
HVAC (TESTING AND BALANCING - AIR)	02/01/2010	\$63.470	08/01/2010	\$64.720	02/01/2011	\$65.970
	08/01/2011	\$67.220	02/01/2012	\$68.470	08/01/2012	\$69.720
	02/01/2013	\$70.970				
HVAC (TESTING AND BALANCING - WATER)	03/01/2010	\$64.400				
HVAC MECHANIC	03/01/2010	\$64.400				
HYDRAULIC DRILLS	06/01/2010	\$45.500	12/01/2010	\$46.750	06/01/2011	\$47.750
	12/01/2011	\$49.000				
INSULATOR (PIPES & TANKS)	09/01/2009	\$59.260	09/01/2010	\$61.660		
APPRENTICE: ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston						
Ratio	Step	1	2	3	4	
1:4	%	50.00	60.00	70.00	80.00	
Apprentice wages shall be no less than the following:			Steps are 1 year			
Step 1\$36.64/2\$41.16/3\$45.69/4\$50.21						
IRONWORKER/WELDER	03/16/2010	\$60.940				
APPRENTICE: IRONWORKER - Local 7 Boston						
Ratio	Step	1	2	3	4	5 6
**	%	60.00	70.00	75.00	80.00	85.00 90.00
Apprentice wages shall be no less than the following:			** Structural 1:6; Ornamental 1:4			
Step 1\$46.82/2\$50.35/3\$52.12/4\$53.88/5\$55.65/6\$57.41						
JACKHAMMER & PAVING BREAKER OPERATOR	06/01/2010	\$45.000	12/01/2010	\$46.250	06/01/2011	\$47.250
	12/01/2011	\$48.500				
LABORER	06/01/2010	\$44.750	12/01/2010	\$46.000	06/01/2011	\$47.000
	12/01/2011	\$48.250				
APPRENTICE: LABORER - Zone 2						
Ratio	Step	1	2	3	4	
1:5	%	60.00	70.00	80.00	90.00	
Apprentice wages shall be no less than the following:						
Step 1\$33.61/2\$36.40/3\$39.18/4\$41.97						
LABORER: CARPENTER TENDER	06/01/2010	\$44.750	12/01/2010	\$46.000	06/01/2011	\$47.000
	12/01/2011	\$48.250				
LABORER: CEMENT FINISHER TENDER	06/01/2010	\$44.750	12/01/2010	\$46.000	06/01/2011	\$47.000
	12/01/2011	\$48.250				
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	06/01/2010	\$44.750	12/01/2010	\$46.000	06/01/2011	\$47.000
	12/01/2011	\$48.250				
LABORER: MASON TENDER	06/01/2010	\$45.000	12/01/2010	\$46.250	06/01/2011	\$47.250
	12/01/2011	\$48.500				

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Prevailing Wage Rates

Awarding Authority: City of Beverly

Contract Number: 10-001

City/Town: BEVERLY

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Job Location: 100 Shier Road, Beverly, MA

Classification	Effective Dates and Total Rates					
LABORER: MULTI-TRADE TENDER	06/01/2010	\$44.750	12/01/2010	\$46.000	06/01/2011	\$47.000
	12/01/2011	\$48.250				
LABORER: TREE REMOVER	06/01/2010	\$44.750	12/01/2010	\$46.000	06/01/2011	\$47.000
	12/01/2011	\$48.250				
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.						
LASER BEAM OPERATOR	06/01/2010	\$45.000	12/01/2010	\$46.250	06/01/2011	\$47.250
	12/01/2011	\$48.500				
MARBLE & TILE FINISHERS	02/01/2010	\$56.950	08/01/2010	\$58.470	02/01/2011	\$59.270
	08/01/2011	\$60.950	02/01/2012	\$61.740		
APPRENTICE: MARBLE & TILE FINISHER - Local 3 Marble & Tile						
Ratio	Step	1	2	3	4	5
1:3	%	50.00	60.00	70.00	80.00	90.00
Apprentice wages shall be no less than the following:			Steps are 800 hrs.			
Step 1\$39.66/2\$43.11/3\$46.57/4\$50.03/5\$53.49						
MARBLE MASONS, TILELAYERS & TERRAZZO MECH	02/01/2010	\$68.050	08/01/2010	\$69.950	02/01/2011	\$70.940
	08/01/2011	\$73.040	02/01/2012	\$74.030		
APPRENTICE: MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile						
Ratio	Step	1	2	3	4	5
1:3	%	50.00	60.00	70.00	80.00	90.00
Apprentice wages shall be no less than the following:						
Step 1\$45.73/2\$50.19/3\$54.66/4\$59.12/5\$63.59						
MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)	07/01/2009	\$28.890	07/01/2010	\$29.590	07/01/2011	\$30.290
MECH. SWEEPER OPERATOR (ON CONST. SITES)	06/01/2010	\$59.380	12/01/2010	\$60.630		
MECHANICS MAINTENANCE	06/01/2010	\$59.380	12/01/2010	\$60.630		
MILLWRIGHT (Zone 2)	04/01/2010	\$53.990				
APPRENTICE: MILLWRIGHT - Local 1121 Zone 2						
Ratio	Step	1	2	3	4	5
1:5	%	50.00	55.00	60.00	65.00	70.00
Apprentice wages shall be no less than the following:						
Step 1\$33.70/2\$35.28/3\$38.33/4\$39.91/5\$42.96/6\$44.55/7\$46.16/8\$47.74						
MORTAR MIXER	06/01/2010	\$45.000	12/01/2010	\$46.250	06/01/2011	\$47.250
	12/01/2011	\$48.500				
OILER (OTHER THAN TRUCK CRANES, GRADALLS)	06/01/2010	\$42.430	12/01/2010	\$43.170		
OILER (TRUCK CRANES, GRADALLS)	06/01/2010	\$45.500	12/01/2010	\$46.330		
OTHER POWER DRIVEN EQUIPMENT - CLASS II	06/01/2010	\$59.380	12/01/2010	\$60.630		
PAINTER (BRIDGES/TANKS)	01/01/2010	\$63.410				

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lieutenant Governor

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary of Labor and Workforce Development

GEORGE E. NOEL
Director of Labor

HEATHER E. ROWE
Acting Commissioner of
Division of Occupational Safety

Prevailing Wage Rates

Awarding Authority: City of Beverly

Contract Number: 10-001

City/Town: BEVERLY

Description of Work: High School Roof Mounted Photovoltaic System Works - Installation of a minimum 80kw photovoltaic system on the roof of the Beverly High School

Job Location: 100 Shier Road, Beverly, MA

Classification

Effective Dates and Total Rates

Classification	Effective Dates	Total Rates
APPRENTICE: PAINTER Local 35 - BRIDGES/TANKS Ratio Step 1 2 3 4 5 6 7 8 1:1 % 50.00 55.00 60.00 65.00 70.00 75.00 80.00 90.00 Apprentice wages shall be no less than the following: Steps are 750 hrs. Step 1\$29.31/2\$34.43/3\$36.85/4\$39.27/5\$48.89/6\$51.31/7\$53.73/8\$58.57		
PAINTER (SPRAY OR SANDBLAST, NEW) * * If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.	01/01/2010	\$54.310
APPRENTICE: PAINTER Local 35 Zone 2 - Spray/Sandblast - New Ratio Step 1 2 3 4 5 6 7 8 1:1 % 50.00 55.00 60.00 65.00 70.00 75.00 80.00 90.00 Apprentice wages shall be no less than the following: Step 1\$24.76/2\$31.85/3\$33.55/4\$32.24/5\$44.14/6\$45.83/7\$47.53/8\$50.92		
PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2010	\$52.370
APPRENTICE: PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint Ratio Step 1 2 3 4 5 6 7 8 1:1 % 50.00 55.00 60.00 65.00 70.00 75.00 80.00 90.00 Apprentice wages shall be no less than the following: Step 1\$23.79/2\$30.78/3\$32.38/4\$33.98/5\$42.78/6\$44.38/7\$45.98/8\$49.17		
PAINTER (TRAFFIC MARKINGS)	06/01/2010 12/01/2011	\$44.750 \$48.250
PAINTER / TAPER (BRUSH, NEW) * * If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.	01/01/2010	\$52.910
APPRENTICE: PAINTER - Local 35 Zone 2 - BRUSH NEW Ratio Step 1 2 3 4 5 6 7 8 1:1 % 50.00 55.00 60.00 65.00 70.00 75.00 80.00 90.00 Apprentice wages shall be no less than the following: Steps are 750 hrs. Step 1\$23.86/2\$28.43/3\$30.31/4\$32.18/5\$41.26/6\$43.13/7\$45.01/8\$48.76		
PAINTER / TAPER (BRUSH, REPAINT)	01/01/2010	\$50.970
APPRENTICE: PAINTER Local 35 Zone 2 - BRUSH REPAINT Ratio Step 1 2 3 4 5 6 7 8 1:1 % 50.00 55.00 60.00 65.00 70.00 75.00 80.00 90.00 Apprentice wages shall be no less than the following: Steps are 750 hrs. Step 1\$22.89/2\$27.36/3\$29.14/4\$30.92/5\$39.90/6\$41.68/7\$43.46/8\$47.01		
PANEL & PICKUP TRUCKS DRIVER	06/01/2010 12/01/2011	\$43.660 \$45.670
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2009	\$60.220
PILE DRIVER	08/01/2009	\$60.220
	12/01/2010 06/01/2012	\$44.260 \$46.320
	08/01/2010 08/01/2011	\$62.570 \$65.320
	06/01/2011 12/01/2012	\$46.000 \$47.350
	08/01/2011	\$65.320
	06/01/2011 12/01/2011	\$45.010 \$47.350

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Prevailing Wage Rates

Awarding Authority: City of Beverly

Contract Number: 10-001

City/Town: BEVERLY

Description of Work: High School Roof Mounted Photovoltaic System Works - Installation of a minimum 80kw photovoltaic system on the roof of the Beverly High School

Job Location: 100 Shier Road, Beverly, MA

Classification

Effective Dates and Total Rates

APPRENTICE: PILE DRIVER - Local 56 Zone 1											
Ratio	Step	1	2	3	4	5	6	7	8		
1:3	%	60.00	65.00	70.00	75.00	80.00	85.00	90.00	95.00		
Apprentice wages shall be no less than the following:											
Step 1\$45.35/2\$47.21/3\$49.07/4\$50.93/5\$52.79/6\$54.64/7\$56.50/8\$58.36											
PIPEFITTER & STEAMFITTER						03/01/2010	\$64.400				
APPRENTICE: PIPEFITTER Local 537 (Local 138)											
Ratio	Step	1	2	3	4	5					
**	%	40.00	45.00	60.00	70.00	80.00					
Apprentice wages: Step 1\$30.00/2\$40.33/3\$46.90/4\$51.27/5\$55.65											
Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)											
PIPELAYER						06/01/2010	\$45.000	12/01/2010	\$46.250	06/01/2011	\$47.250
						12/01/2011	\$48.500				
PLUMBER						03/01/2010	\$63.420				
APPRENTICE: PLUMBER/GASFITTER - Local 12 (Local 138)											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
1:5	%	37.50	40.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00	80.00
Apprentice wages shall be no less than the following:											
Step 1\$27.15/2\$29.63/3\$37.06/4\$42.01/4lic\$44.49/5\$46.97/5lic\$49.43											
PNEUMATIC CONTROLS (TEMP.)						03/01/2010	\$64.400				
PNEUMATIC DRILL/TOOL OPERATOR						06/01/2010	\$45.000	12/01/2010	\$46.250	06/01/2011	\$47.250
						12/01/2011	\$48.500				
POWDERMAN & BLASTER						06/01/2010	\$45.750	12/01/2010	\$47.000	06/01/2011	\$48.000
						12/01/2011	\$49.250				
POWER SHOVEL/DERRICK/TRENCHING MACHINE						06/01/2010	\$59.730	12/01/2010	\$60.980		
PUMP OPERATOR (CONCRETE)						06/01/2010	\$59.730	12/01/2010	\$60.980		
PUMP OPERATOR (DEWATERING, OTHER)						06/01/2010	\$48.760	12/01/2010	\$49.690		
READY-MIX CONCRETE DRIVER						04/30/2009	\$37.100				
RECLAIMERS						06/01/2010	\$59.380	12/01/2010	\$60.630		
RESIDENTIAL WOOD FRAME CARPENTER **						04/01/2009	\$35.620				
** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement.											
As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.											
APPRENTICE: CARPENTER (Residential Wood Frame) - Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:5	%	60.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00		
Apprentice wages shall be no less than the following:											
Step 1\$20.13/2\$26.04/3\$27.23/4\$28.43/5\$29.63/6\$30.83/7\$32.03/8\$33.22											

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Prevailing Wage Rates

Awarding Authority: City of Beverly

Contract Number: 10-001

City/Town: BEVERLY

Description of Work: High School Roof Mounted Photovoltaic System Works - Installation of a minimum 80kw photovoltaic system on the roof of the Beverly High School

Job Location: 100 Shier Road, Beverly, MA

Classification	Effective Dates and Total Rates										
RIDE-ON MOTORIZED BUGGY OPERATOR	06/01/2010	\$45.000	12/01/2010	\$46.250	06/01/2011	\$47.250					
	12/01/2011	\$48.500									
ROLLER/SPREADER/MULCHING MACHINE	06/01/2010	\$59.380	12/01/2010	\$60.630							
ROOFER (Inc.Roofers Waterproofing &Roofers Dampproofg)	02/01/2009	\$53.860									
APPRENTICE: ROOFER - Local 33											
Ratio	Step	1	2	3	4	5					
**	%	50.00	60.00	65.00	75.00	85.00					
**		1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1					Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.				
		Apprentice rates no less than: Step 1\$34.48/2\$40.86/3\$42.58/4\$46.02/5\$49.50									
SHEETMETAL WORKER	02/01/2010	\$63.470	08/01/2010	\$64.720	02/01/2011	\$65.970					
	08/01/2011	\$67.220	02/01/2012	\$68.470	08/01/2012	\$69.720					
	02/01/2013	\$70.970									
APPRENTICE: SHEET METAL WORKER - Local 17-A											
Ratio	Step	1	2	3	4	5	6	7			
1:4	%	40.00	45.00	50.00	60.00	65.00	75.00	85.00			
		Apprentice wages shall be no less than the following:					Steps 1-3 are 1 year; Steps 4-7 are 6 mos.				
		Step 1\$15.75/2\$26.51/3\$35.36/4\$37.38/5\$46.40/6\$55.63									
SIGN ERECTOR	06/01/2009	\$37.780									
APPRENTICE: SIGN ERECTOR - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8	9	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00	
		Steps are 4 mos.									
SLATE / TILE / PRECAST CONCRETE ROOFER	02/01/2009	\$54.110									
SPECIALIZED EARTH MOVING EQUIP < 35 TONS	06/01/2010	\$44.120	12/01/2010	\$44.720	06/01/2011	\$45.470					
	12/01/2011	\$46.130	06/01/2012	\$46.780	12/01/2012	\$47.810					
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	06/01/2010	\$44.410	12/01/2010	\$45.010	06/01/2011	\$45.760					
	12/01/2011	\$46.420	06/01/2012	\$47.070	12/01/2012	\$48.100					
SPRINKLER FITTER	04/01/2010	\$69.550									
APPRENTICE: SPRINKLER FITTER - Local 550											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00
		Apprentice wages shall be no less than the following steps:									
		1\$35.04/2\$37.82/3\$40.60/4\$43.38/5\$46.16/6\$48.94/7\$51.72/8\$54.50/9\$57.28/10\$60.06									
STEAM BOILER OPERATOR	06/01/2010	\$59.380	12/01/2010	\$60.630							
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	06/01/2010	\$59.380	12/01/2010	\$60.630							
TELECOMMUNICATION TECHNICIAN	03/01/2010	\$53.800	09/01/2010	\$54.730	03/01/2011	\$55.660					

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Prevailing Wage Rates

Awarding Authority: City of Beverly

Contract Number: 10-001

City/Town: BEVERLY

Description of Work: High School Roof Mounted Photovoltaic System Works - Installation of a minimum 80kw photovoltaic system on the roof of the Beverly High School

Job Location: 100 Shier Road, Beverly, MA

Classification

Effective Dates and Total Rates

Classification	Ratio	Step	1	2	3	4	5	6	7	8	
APPRENTICE: TELECOMMUNICATION TECHNICIAN - Local 103	1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	75.00	80.00	
Apprentice wages shall be no less than the following: Step 1\$34.59/2\$36.19/3\$37.80/4\$39.39/5\$40.99/6\$42.60/7\$45.80/8\$47.40											
TERRAZZO FINISHERS						02/01/2010	\$66.950	08/01/2010	\$68.850	02/01/2011	\$69.840
						08/01/2011	\$71.940	02/01/2012	\$72.930		
APPRENTICE: TERRAZZO FINISHER - Local 3 Marble & Tile	1:3	%	50.00	60.00	70.00	80.00	90.00				
Apprentice wages shall be no less than the following: Step 1\$45.18/2\$49.53/3\$53.89/4\$58.24/5\$62.60 Steps are 800 hrs.											
TEST BORING DRILLER						06/01/2010	\$49.500	12/01/2010	\$50.750	06/01/2011	\$51.750
						12/01/2011	\$53.000				
TEST BORING DRILLER HELPER						06/01/2010	\$48.220	12/01/2010	\$49.470	06/01/2011	\$50.470
						12/01/2011	\$51.720				
TEST BORING LABORER						06/01/2010	\$48.100	12/01/2010	\$49.350	06/01/2011	\$50.350
						12/01/2011	\$51.600				
TRACTORS/PORTABLE STEAM GENERATORS						06/01/2010	\$59.380	12/01/2010	\$60.630		
TRAILERS FOR EARTH MOVING EQUIPMENT						06/01/2010	\$44.700	12/01/2010	\$45.300	06/01/2011	\$46.050
						12/01/2011	\$46.710	06/01/2012	\$47.360	12/01/2012	\$48.390
TUNNEL WORK - COMPRESSED AIR						06/01/2010	\$60.680	12/01/2010	\$61.930	06/01/2011	\$63.180
						12/01/2011	\$64.430				
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)						06/01/2010	\$62.680	12/01/2010	\$63.930	06/01/2011	\$65.180
						12/01/2011	\$66.430				
TUNNEL WORK - FREE AIR						06/01/2010	\$52.750	12/01/2010	\$54.000	06/01/2011	\$55.250
						12/01/2011	\$56.500				
TUNNEL WORK - FREE AIR (HAZ. WASTE)						06/01/2010	\$54.750	12/01/2010	\$56.000	06/01/2011	\$57.250
						12/01/2011	\$58.500				
VAC-HAUL						06/01/2010	\$44.120	12/01/2010	\$44.720	06/01/2011	\$45.470
						12/01/2011	\$46.130	06/01/2012	\$46.780	12/01/2012	\$47.810
WAGON DRILL OPERATOR						06/01/2010	\$45.000	12/01/2010	\$46.250	06/01/2011	\$47.250
						12/01/2011	\$48.500				
WASTE WATER PUMP OPERATOR						06/01/2010	\$59.730	12/01/2010	\$60.980		
WATER METER INSTALLER						03/01/2010	\$63.420				
Outside Electrical - East											
CABLE TECHNICIAN (Power Zone)						08/31/2009	\$32.830	08/30/2010	\$34.050	08/29/2011	\$35.310
CABLEMAN (Underground Ducts & Cables)						08/31/2009	\$42.590	08/30/2010	\$44.320	08/29/2011	\$46.110
DRIVER / GROUNDMAN CDL						08/31/2009	\$37.940	08/30/2010	\$39.360	08/29/2011	\$40.830
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs)						08/31/2009	\$30.780	08/30/2010	\$31.890	08/29/2011	\$33.050

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Prevailing Wage Rates

Awarding Authority: City of Beverly

Contract Number: 10-001

City/Town: BEVERLY

Description of Work: High School Roof Mounted Photovoltaic System Works - Installation of a minimum 80kw photovoltaic system on the roof of the Beverly High School

Job Location: 100 Shier Road, Beverly, MA

Classification	Effective Dates and Total Rates							
EQUIPMENT OPERATOR (Class A CDL)	08/31/2009	\$46.590	08/30/2010	\$48.320	08/29/2011	\$50.110		
EQUIPMENT OPERATOR (Class B CDL)	08/31/2009	\$40.240	08/30/2010	\$41.760	08/29/2011	\$43.340		
GROUNDMAN	08/31/2009	\$30.280	08/30/2010	\$31.390	08/29/2011	\$32.550		
GROUNDMAN -Inexperienced (<2000 Hrs.)	08/31/2009	\$25.920	08/30/2010	\$26.840	08/29/2011	\$27.790		
JOURNEYMAN LINEMAN	08/31/2009	\$55.480	08/30/2010	\$57.510	08/29/2011	\$59.620		
APPRENTICE: LINEMAN (Outside Electrical) - East Local 104								
Ratio	Step	1	2	3	4	5	6	7
1:2	%	60.00	65.00	70.00	75.00	80.00	85.00	90.00
Apprentice wages shall be no less than the following:								
Step 1\$39.06/2\$41.11/3\$43.17/4\$45.22/5\$47.27/6\$49.32/7\$51.38								
TELEDATA CABLE SPLICER	03/01/2007	\$27.330						
TELEDATA LINEMAN/EQUIPMENT OPERATOR	03/01/2007	\$27.330						
TELEDATA WIREMAN/INSTALLER/TECHNICIAN	03/01/2007	\$27.330						
TREE TRIMMER	02/01/2009	\$19.010						
This classification applies only to the trimming of branches on and around utility lines.								
TREE TRIMMER GROUNDMAN	02/01/2009	\$17.060						
This classification applies only to the trimming of branches on and around utility lines.								

Additional Apprentices Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentices ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, Section 11.

All steps are six months (1000 hours) unless otherwise specified.

- * Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- ** Multiple ratios are listed in the comment field.
- *** The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:
1 JM: 1 APP; 2-3 JM: 2 APP; 4-6 JM: 4 APP; 7-9 JM: 6 APP; 10-12 JM: 8 APP; 13-15 JM: 10 APP; etc.
- **** The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:
1-2 JM: 1 APP; 3-4 JM: 2 APP; 5 JM: 3 APP; 6-7 JM: 4 APP; 8 JM: 5 APP; etc.

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Russell L. Fisk

From: Saved by Windows Internet Explorer 7**Sent:** Wednesday, March 31, 2010 2:33 PM

General Decision Number: MA100001 03/26/2010 MA1

Superseded General Decision Number: MA20080001

State: Massachusetts

Construction Type: Building

Counties: Barnstable, Bristol, Dukes, Essex, Middlesex, Nantucket, Norfolk and Suffolk Counties in Massachusetts.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	03/26/2010

ASBE0006-001 09/01/2008

BARNSTABLE (Brewster, Chatham, Dennis, Eastham, Harwich, Orleans, Provincetown, Truro, Wellfleet and Yarmouth); BRISTOL (Easton); ESSEX; MIDDLESEX; AND NORFOLK (Avon, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Holbrook, Hull, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Randolph, Sharon, Stoughton, Walpole, Wellesley, Westwood, and Weymouth); AND SUFFOLK COUNTIES

	Rates	Fringes
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Insulator/asbestos worker Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....	\$ 38.61	18.48
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ASBE0006-002 06/01/2008

BARNSTABLE (Brewster, Chatham, Dennis, Eastham, Harwich, Orleans, Provincetown, Truro, Wellfleet and Yarmouth); BRISTOL (Easton); ESSEX; MIDDLESEX; NORFOLK (Avon, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Holbrook, Hull, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Randolph, Sharon Stoughton, Walpole, Wellesley, Westwood, and Weymouth) AND SUFFOLK COUNTIES

	Rates	Fringes
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6/24/2010

HAZARDOUS MATERIAL HANDLER

(Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems whether they contain asbestos or not)....\$ 23.10 13.85

ASBE0006-010 09/01/2008

BARNSTABLE (Barnstable, Bourne, Falmouth, Mashpee and Sandwich); BRISTOL (Acushnet, Attleboro city, Berkeley, Dartmouth, Dighton, Fairhaven, Fall river City, Freetown, Marion, Mansfield, New Bedford City, North Attleboro, Norton, Raynham, Rehoboth, Seekonk, Somerset, Swansea, Taunton City and Westport); DUKES; NANTUCKET; NORFOLK (Bellingham, Franklin, Plainville, and Wrentham); PLYMOUTH (Lakeville, Mattapoissett, Middleboro, Rochester and Wareham)

Rates Fringes

Insulator/asbestos worker
(Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.)....\$ 33.98 18.48

ASBE0201-001 07/01/2005

BARNSTABLE (Barnstable, Bourne, Falmouth, Mashpee, Sandwich); BRISTOL (Except Easton); DUKES, NANTUCKET, NORFOLK (Townships of Bellingham, Franklin, Plainville and Wrentham); PLYMOUTH (Townships of Lakeville, Mattapoissett, Middleboro, Rochester and Wareham)

Rates Fringes

HAZARDOUS MATERIAL HANDLER
(Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....\$ 17.65 9.95

BOIL0029-001 10/01/2009

Rates Fringes

BOILERMAKER.....\$ 38.25 17.04

BRMA0001-008 03/01/2009

FOXBORO CHAPTER

BRISTOL (Attleboro, Berkley, Dighton, Mansfield, North

Attleboro, Norton, Raynham, Rehoboth, Seekonk, Taunton) AND
 NORFOLK (Bellingham, Canton, Dedham, Foxboro, Franklin,
 Norfolk, Norwood, Plainville, Sharon, Walpole, Westwood,
 Wrentham) COUNTIES

	Rates	Fringes
Bricklayer, Cement Mason, Plasterer.....	\$ 43.04	22.62

 BRMA0001-009 03/01/2009

LOWELL CHAPTER

MIDDLESEX (Acton, Asby, Ayer, Bedford, Billerica, Boxboro,
 Carlisle, Chemsford, Dracut, Dunstable, Ft. Denvens, Groton,
 Littleton, Lowell, North Acton, Pepperell, Shirley, South
 Acton, Tewksbury, Townsend, Tyngsboro, West Acton, Westford,
 Wilmington)

	Rates	Fringes
Bricklayer and plasterer.....	\$ 43.04	22.62

 BRMA0001-010 03/01/2009

LOWELL CHAPTER

MIDDLESEX (Ashland, Framingham, Holliston, Hopkinton, Hudson,
 Maynard, Natick, Sherbourn, Stow); and NORFOLK (Medfield,
 Medway, Millis)

	Rates	Fringes
BRICKLAYER.....	\$ 43.04	22.62

 BRMA0003-001 08/01/2009

	Rates	Fringes
Marble & Tile Finisher.....	\$ 34.59	21.69
Marble, Tile & Terrazzo Workers.....	\$ 44.65	22.73
TERRAZZO FINISHER.....	\$ 43.55	22.56

 BRMA0003-003 08/01/2009

BOSTON CHAPTER

MIDDLESEX (Arlington, Cambridge, Everett, Malden, Medford,
 Melrose, Somerville); NORFOLK (Brookline, Milton); and SUFFOLK

	Rates	Fringes
BRICKLAYER.....	\$ 44.61	22.95

 BRMA0003-006 08/01/2009

LYNN CHAPTER

ESSEX (Amesbury, Andover, Beverly, Boxford, Danvers, Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill, Ipswich, Lawrence, Lynn, Lynnfield, Manchester, Marblehead, Merrimac, Methuen, Middleton, Nahant, Newbury, Newburyport, North Andover, Peabody, Rockport, Rowley, Salisbury, Salem, Saugus, Swampscott, Topsfield Wakefield, Wenham, West Newbury); and MIDDLESEX (Reading, North Reading, Wakefield)

	Rates	Fringes
Bricklayer, cement mason and plasterer.....	\$ 44.61	22.95

BRMA0003-007 08/01/2009		

WALTHAM CHAPTER
MIDDLESEX (Belmont, Burlington, Concord, Lexington, Lincoln, Stoneham, Sudbury, Waltham, Watertown, Wayland, Weston, Winchester, Woburn)

	Rates	Fringes
Bricklayer and plasterer.....	\$ 44.61	22.95

BRMA0003-008 08/01/2009		

NEWTON CHAPTER
MIDDLESEX (Newton) and NORFOLK (Dover, Needham, Wellesley)

	Rates	Fringes
Bricklayer, cement mason and plasterer.....	\$ 44.61	22.95

BRMA0003-009 08/01/2009		

NEW BEDFORD
BARNSTABLE; BRISTOL (Acushnet, Darmouth, Farhaven, Fall River, Freetown, New Bedford, Somerset, Swansea, Westport); DUKES; and NANTUCKET COUNTIES

	Rates	Fringes
Bricklayer, cement mason and plasterer.....	\$ 44.61	22.95

BRMA0003-010 08/01/2009		

QUINCY CHAPTER
NORFOLK COUNTY (Avon, Braintree, Cohasset, Holbrook, Quincy, Randolph, Soughton, Weymouth)

	Rates	Fringes
Bricklayer, cement mason and		

plasterer.....\$ 44.61 22.95

 CARP0026-001 09/01/2009

BRISTOL (Attleborough, North Attleborough); ESSEX; MIDDLESEX
 (Except Belmont, Cambridge, Everett, Malden, Medford,
 Somerville); AND NORFOLK (Bellingham, Canton, Foxboro,
 Franklin, Medfield, Medway, Millis, Needham, Norfolk, Norwood,
 Plainville, Sharon, Walpole, Wellesley, Westwood, Wrentham)

Rates Fringes

CARPENTER.....\$ 31.69 22.40

 CARP0033-001 09/01/2009

MIDDLESEX (Belmont, Cambridge, Everett, Malden, Medford,
 Somerville); NORFOLK (Brookline, Dedham, Milton); and SUFFOLK

Rates Fringes

CARPENTER.....\$ 36.99 22.80

 CARP0056-011 08/01/2009

SUFFOLK (All of County); and those areas of BARNSTABLE,
 BRISTOL, ESSEX, MIDDLESEX & NORFOLK COUNTIES situated inside
 Boston Beltway (I-495) and North of Cape Cod Canal. ALL of
 DUKES AND NANTUCKET COUNTIES

Rates Fringes

PILEDRIVERMAN.....\$ 37.17 23.55

 CARP0056-012 08/01/2009

The areas of BARNSTABLE, BRISTOL, and NORFOLK COUNTIES situated
 OUTSIDE Boston Beltway (I-495) and South of Cape Cod Canal

Rates Fringes

PILEDRIVERMAN.....\$ 34.43 23.55

 CARP0056-013 08/01/2009

Those areas of ESSEX and MIDDLESEX COUNTIES situated OUTSIDE
 Boston Beltway (I-495)

Rates Fringes

PILEDRIVERMAN.....\$ 34.43 23.55

 CARP0424-003 03/01/2009

NORFOLK COUNTY (Braintree, Cohasset, Scituate, Weymouth,

Quincy)

	Rates	Fringes
CARPENTER.....	\$ 31.58	21.34

CARP0624-005 03/01/2009BARNSTABLE; BRISTOL (Except Attleboro & North Attleboro);
DUKES; NANTUCKET; AND NORFOLK (Avon, Holbrook, Randolph,
Stoughton) COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 31.58	21.34

CARP1121-001 03/01/2007

	Rates	Fringes
MILLWRIGHT.....	\$ 30.52	19.83

CARP2168-001 09/01/2009MIDDLESEX (Belmont, Cambridge, Everett, Malden, Medford,
Somerville); NORFOLK (Brookline, Dedham, Milton); and SUFFOLK

	Rates	Fringes
FLOOR LAYER: Carpet (Soft) Floor.....	\$ 35.64	23.99

CARP2168-004 09/01/2009BRISTOL; ESSEX; MIDDLESEX (Except Belmont, Cambridge, Everett,
Malden, Medford, Somerville); Remainder of Norfolk County

	Rates	Fringes
FLOOR LAYER: Carpet (Soft) Floor.....	\$ 35.64	23.99

CARP2168-005 09/01/2009

BARNSTABALE; DUKES; AND NANTUCKET

	Rates	Fringes
FLOOR LAYER: Carpet (Soft) Floor.....	\$ 35.64	23.99

ELEC0096-001 06/01/2009MIDDLESEX (Ashby, Ashland, Ayer, Ft. Devens, Groton, Hopkinton,
Hudson, Marlboro, Pepperell, Shirley, Stow, Townsend)

6/24/2010

	Rates	Fringes
ELECTRICIAN.....	\$ 35.91	17.58
Teledata System Installer.....	\$ 25.91	14.28

 ELEC0099-001 06/01/2009

BRISTOL (Attleboro, North Attleboro, Seekonk)

	Rates	Fringes
ELECTRICIAN.....	\$ 34.08	53.34%
Teledata System Installer.....	\$ 25.56	11.14

 ELEC0103-001 03/01/2010

ESSEX; MIDDLESEX (Excluding Ashby, Ashland, Ayer, Ft. Devens, Groton, Hopkinton, Hudson, Marlboro, Pepperell, Shirley, Stow, Townsend); NORFOLK (Excluding Avon, Holbrook, Plainville, Randolph, Stoughton) SUFFOLK

	Rates	Fringes
Teledata System Installer.....	\$ 31.09	23.05

 ELEC0103-002 03/01/2010

ESSEX (Amesbury, Andover, Boxford, Georgetown, Groveland, Haverhill, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rowley, Salisbury, West Newbury); MIDDLESEX (Bedford, Billerica, Boxboro, Burlington, Carlisle, Chelmsford, Dracut, Dunstable littleton, Lowell, North Reading, Tewksbury, Tyngsboro, Westford, Wilmington)

	Rates	Fringes
ELECTRICIAN.....	\$ 41.45	24.80

 ELEC0103-004 03/01/2010

ESSEX (Beverly, Danvers, Essex, Gloucester, Hamilton, Ipswich, Manchester, Marblehead, Middleton, Peabody, Rockport, Salem, Topsfield, Wenham)

	Rates	Fringes
ELECTRICIAN.....	\$ 41.45	24.80

 ELEC0103-005 03/01/2010

ESSEX (Lynn, Lynnfield, Nahant, Saugus, Swampscott); MIDDLESEX (Acton, Arlington, Belmont, Cambridge, Concord, Everett, Framingham, Holliston, Lexington, Lincoln, Malden, Maynard, Medford, Melrose, Natick, Newton, Reading, Sherborn, Somerville, Stoneham, Sudbury, Wakefield, Waltham, Watertown, Wayland, Weston, Winchester, Woburn); NORFOLK (Bellingham,

Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Franklino, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth, Wrentham); PLYMOUTH (Hingham and Hull); SUFFOLK

	Rates	Fringes
ELECTRICIAN.....	\$ 41.45	24.80

ELEC0104-001 08/31/2009

	Rates	Fringes
Line Construction:		
Cableman.....	\$ 34.89	7.50+A
Equipment Operator.....	\$ 34.89	11.50+A
Groundman.....	\$ 22.58	7.50+A
Lineman.....	\$ 41.05	14.43+A

A. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day and Columbus Day, provided the employee has been employed 5 working days prior to any one of the listed holidays.

ELEC0223-005 09/01/2009

BARNSTABLE; BRISTOL (Except Attleboro, North Attleboro, Seekonk); DUKES; NANTUCKET AND NORFOLK (Avon, Halbrook, Plainville, Randolph, Stoughton)

	Rates	Fringes
ELECTRICIAN.....	\$ 34.90	17.00

ELEC0223-006 09/01/2009

BARNSTABLE; BRISTOL (Except Attleboro, North Attleboro, Seekonk); DUKES; NANTUCKET AND NORFOLK (Avon, Halbrook, Plainville, Randolph, Stoughton)

	Rates	Fringes
Teledata System Installer.....	\$ 29.68	15.45

ELEV0004-001 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 48.43	20.035+a

FOOTNOTE FOR ELEVATOR MECHANICS:

A. Employer Contributes 8% of basic hourly rate for 5 years or more of service and 6% for 6 months to 5 years of service as vacation pay.

Eight paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

ENGI0004-001 12/01/2009

	Rates	Fringes
Power equipment operators:		
Group 1.....	\$ 38.48	20.84+A
Group 2.....	\$ 38.14	20.84+A
Group 3.....	\$ 27.84	20.84+A
Group 4.....	\$ 32.69	20.84+A
Group 5.....	\$ 21.70	20.84+A
Group 6.....	\$ 24.67	20.84+A

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Labor Day, Memorial Day, Independence Day, Patriot's Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day

HOURLY PREMIUM FOR BOOM LENGTHS (Including Jib):

Over 150 ft. +1.99
Over 185 ft. +3.48
Over 210 ft. +4.90
Over 250 ft. +7.42
Over 295 ft. +10.29
Over 350 ft. +11.96

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1: Crane; shovel; truck crane; cherry picker; dragline; trench hoe; backhoe; three drum machine; derrick; pile driver; elevator tower; hoist; gradall; shovel dozer; front end loader; fork lift; sugar; boring machine; rotary drill; post hole hammer; post hole digger; pumpcrete machine; asphalt plant (on site); concrete batching and/or mixing plant (on site); crusher plant (on site); paving concrete mixer; timber jack

Group 2: Sonic or vibratory hammer; grader; scraper; tandem scraper; concrete pump; bulldozer; tractor; york rake; mulching machine; portable steam boiler; portable steam generator; roller; spreader; tamper (self propelled or tractor drawn); asphalt paver; mechanic - maintenance; paving screed machine; stationary steam boiler; paving concrete finishing machine; cal truck; ballast regulator; switch tamper; rail anchor machine; tire truck

Group 3: Pumps (1-3 grouped); compressor; welding machine (1-3 grouped); generator; concrete vibrator; heater (power driven 1- 5); well point system (operating); syphon-pulsometer; concrete mixer; valves controlling permanent plant air or steam; conveyor; Jackson type tamper; single diaphragm pump; lighting plant

Group 4: Assistant engineer (fireman)

Group 5: Oiler (other than truck cranes and gradalls)

Group 6: Oiler (on truck cranes and gradalls) stant engineer
 (on truck crane and gradall)

 IRON0007-006 03/16/2009

	Rates	Fringes
Ironworkers:		
BRISTOL (Easton); ESSEX (Beverly Gloucester, Lynn, Lynnfield, Manchester, Marblehead Nahant, Salem, Saugus, Swampscott); MIDDLESEX (Arlington, Bedford, Belmont, Burlington, Cambridge, Concord, Everett, Framingham, Lexington, Lincoln, Malden, Maynard, Medford, Melrose, Natick, Newton, Reading, Sherborn, Somerville, Stoneham, Sudbury, Wakefield, Waltham, Watertown, Wayland, Weston, Winchester, Woburn); NORFOLK (Except Medway); SUFFOLK.....\$ 35.28		23.81
ESSEX (Amesbury, Andover, Boxford, Danvers, Essex, Gerogetown, Hamilton, Haverhill, Ipswich, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rockport, Rowley, Salisbury, Topsfield, Wenham, West Newbury); MIDDLESEX (Action, Billericia, Carlisle, Chelmsford, Dracut, Dunstable, Groton, Groveland, Littleton, Lowell, Middleton, North Reading, Pepperell, Tewksbury, Tyngsboro, Westford, Wilmington).....\$ 30.87		23.81

 IRON0007-010 03/16/2009

MIDDLESEX (Ashby, Ashland, Ayer, Boxboro, Holliston, Hopkinton,
 Hudson, Marlboro, Shirley, Stow, Townsend); NORFOLK (Medway)

	Rates	Fringes
IRONWORKER.....\$ 35.28		23.81

IRON0037-005 06/01/2009

BARNSTABLE; BRISTOL (Acushnet, Attleboro, Berkley, Dartmouth, Dighton, Fairhaven, Fall River, Freetown, Mansfield, New Bedford, North Attleboro, Norton, Raynham, Rehoboth, Seekonk, Somerset, Swansea, Taunton, Westport); DUKES; NANTUCKET; NORFOLK (Billingham, Franklin, Plainville, Wrentham)

	Rates	Fringes
IRONWORKER.....	\$ 30.45	19.47

LABO0014-001 06/01/2009

	Rates	Fringes
Plasterer tender BARNSTABLE, BRISTOL, DUKES, ESSEX, NANTUCKET, MIDDLESEX (with the exception of Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Somerville, Stoneham, Wakefield, Winchester, Winthrop and Woburn); NORFOLK (with the exception of Brookline Dedham and Milton) COUNTIES.	\$ 26.85	16.35
SUFFOLK COUNTY (Boston, Chelsea, Revere, Winthrop, Deer Island, Nut Island); MIDDLESEX COUNTY (Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Somerville, Stoneham, Wakefield, Winchester, Winthrop and Woburn only); NORFOLK COUNTY (Brookline, Dedham, and Milton only)....	\$ 28.80	17.75

LABO0022-009 06/01/2009

SUFFOLK COUNTY (Boston, Chelsea, Revere, Winthrop, Deer & Nut Islands); MIDDLESEX COUNTY (Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Somerville, Stoneham, Wakefield, Winchester, Winthrop, and Woburn only); NORFOLK COUNTY (Brookline, Dedham, and Milton only)

	Rates	Fringes
Laborers:		
Group 1.....	\$ 28.80	17.75
Group 2.....	\$ 29.05	17.75

Group 3.....	\$ 29.05	17.75
Group 4.....	\$ 29.80	17.75
Group 5.....	\$ 29.80	17.75
Group 6.....	\$ 31.05	17.75
Group 7.....	\$ 22.90	17.75

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; Carpenter Tenders

GROUP 2: Jackhammer operator; pavement breaker; asphalt raker carbide core drilling machine; chain saw operator; pipelayer; barco type jumping tampers; laser beam; concrete pump; mason tender; motorized mortar mixer; ride-on motorized buggy; fence and beam rail erector

GROUP 3: Air track, block paver; rammer; curb setter, hydraulic and similar self-powered drills

GROUP 4: Blaster; powderman

GROUP 5: Pre-cast floor and roof plank erector

GROUP 6: Asbestos removal laborers/haz-mat laborers

GROUP 7: Flaggers

LABO0022-010 06/01/2009

Counties of BARNSTABLE; BRISTOL; DUKES; ESSEX; NANTUCKET; MIDDLESEX (with the exception of Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Somerville, Stoneham, Wakfield, Winchester, Winthrop and Woburn); NORFOLK (with the exception of Brookline, Dedham and Milton)

	Rates	Fringes
Laborers:		
Group 1.....	\$ 26.85	16.35
Group 2.....	\$ 27.10	16.35
Group 3.....	\$ 27.60	16.35
Group 4.....	\$ 27.85	16.35
Group 5.....	\$ 27.60	16.35
Group 6.....	\$ 28.85	16.35

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; Carpenter Tenders

GROUP 2: Jackhammer operator; pavement breaker; asphalt raker carbide core drilling machine; chain saw operator; pipelayer; barco type jumping tampers; laser beam; concrete pump; mason tender; motorized mortar mixer; ride-on motorized buggy; fence and beam rail erector

GROUP 3: Air track, block paver; hammer; curb setter, hydraulic and similar self-powered drills

GROUP 4: Blaster; powderman

GROUP 5: Pre-cast floor and roof plank erector

GROUP 6: Asbestos removal laborers/haz-mat laborers

LAB01421-004 12/01/2008

BARNSTABLE, BRISTOL, DUKES, ESSEX, MIDDLESEX, NANTUCKET NORFOLK AND SUFFOLK COUNTIES

	Rates	Fringes
Laborers:		
WRECKING LABORERS:		
Adzeman.....	\$ 28.50	17.05
Asbestos, Toxic,		
Hazardous Waste.....	\$ 28.50	17.05
Burners, Jackhammers.....	\$ 29.25	17.05
Small Backhoes, Loaders on Tracks, Bobcat Type Loaders, and Hydraulic "Brock" Type Hammer Operators, Concrete Cutting Saws, Journeyman, Concrete Sawyer.....	\$ 29.50	17.05
Wrecking Laborer.....	\$ 28.50	17.05
Yardman Laborer (Salvage Yard Only).....	\$ 24.50	17.05
Yardman, Burners Sawyers...	\$ 27.60	17.05

PAIN0011-007 06/01/2009

BARNSTABLE, BRISTOL, DUKES, AND NANTUCKET COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 31.73	14.55+A

FOOTNOTE:

A. PAID HOLIDAY: LABOR DAY (provided employee has worked any part of the week prior to Labor Day and any part of the week after Labor Day)

PAIN0035-004 01/01/2010

BARNSTABLE; BRISTOL; ESSEX; NANTUCKET; DUKES; COUNTIES; REMAINDER OF NORFOLK; MIDDLESEX AND SUFFOLK COUNTIES

	Rates	Fringes
Painters:		
NEW CONSTRUCTION:		
Brush, Taper.....	\$ 32.51	21.40
Spray, Sandblast.....	\$ 33.91	21.40
REPAINT:		
Brush, Taper.....	\$ 30.57	21.40
Spray, Sandblast.....	\$ 31.97	21.40

 PAIN0035-013 01/01/2010

MIDDLESEX (Cambridge, Everett, Malden, Medford, Somerville)
 SUFFOLK COUNTY (Boston, Chelsea) NORFOLK COUNTY (Brookline)

	Rates	Fringes
Painters:		
NEW CONSTRUCTION:		
Brush, Taper.....	\$ 38.30	21.40
Spray, Sandblast.....	\$ 39.70	21.40
REPAINT:		
Brush, Taper.....	\$ 36.36	21.40
Spray, Sandblast.....	\$ 37.76	21.40

 PAIN0035-020 01/01/2010

ESSEX; MIDDLESEX; NORFOLK; SUFFOLK

	Rates	Fringes
GLAZIER.....	\$ 32.51	21.40

 PLAS0534-001 01/01/2009

ESSEX; MIDDLESEX; NORFOLK AND SUFFOLK COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.00	25.76

 PLAS0534-004 01/01/2009

MIDDLESEX; NORFOLK AND SUFFOLK COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 35.00	25.76

 PLUM0004-001 09/01/2009

MIDDLESEX (Ashby, Ayer-West of Greenville branch of Boston and
 Maine Railroad, Ft. Devens, Groton, Shirley, Townsend)

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 37.54	21.08

 PLUM0012-005 09/01/2009

ESSEX (Lynn, Lynnfield, Nahant, Saugus, Swampscott); MIDDLESEX
 (Acton, Arlington, Ashland, Ayer - except W. of Greenville
 Branch of Boston & Maine RR, Bedford, Belmont, Billerica,
 Boxboro, Burlington, Cambridge, Carlisle, Chelmsford, Concord,
 Dracut, Dunstable, Everett, Framingham, Hudson, Holliston,
 Hopkinton, Lexington, Lincoln, Littleton, Lowell, Malden,
 Marlboro, Maynard, Medford, Melrose, Natick, Newton, North

Reading, Pepperell, Reading, Sherborn, Somerville, Stoneham, Stow, Sudbury, Tewksbury, Tyngsboro, Wakefield, Waltham, Watertown, Wayland, Westford, Wilmington, Winchester, Woburn); NORFOLK (Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Franklin, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Plainville, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth, Wrentham); AND SUFFOLK COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 45.22	21.73

 * PLUM0051-004 03/01/2010

BARNSTABLE; BRISTOL; DUKES; NANTUCKET; AND NORFOLK (Avon, Holbrook, Randolph, Stoughton) COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 34.36	24.47

 PLUM0138-001 09/01/2009

ESSEX (Ames, Andover, Beverly, Boxford, Byfield, Danvers, Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill, Ipswich, Lawrence, Manchester, Marblehead, Merrimac, Methuen, Middleton, Newbury, Newburyport, North Andover, Peabody, Rockport, Rowley, Salem, Salisbury, Topsfield, Wenham, West Newbury)

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 40.39	21.73

 PLUM0537-005 09/01/2008

MIDDLESEX (Arlington, Cambridge, Everett, Lincoln, Malden, Medford, Melrose, Reading, Wakefield, Winchester and Woburn), NORFOLK (Bellingham, Braintree, Brookline, Canton, Cashasset, (Bellingham, Braintree, Brookline, Canton Cashasset, Dedham, Foxboro, Franklin, Millis, Milton, Sharon, Walpole, Westwood, and Wrenthan) ESSEX (Lynn, Lynnfield, Nahant, Saugus, Swanpscott) SUFFOLK (Boston and Chelsea)

	Rates	Fringes
PIPEFITTER.....	\$ 45.34	20.06

 ROOF0033-001 02/01/2009

	Rates	Fringes
Roofers: All Tear-off and/or		

removal of any types of
roofing and all spudding,
sweeping, vacuuming and/or
cleanup of any and all
areas of any type where a
roof is to be relaid.....\$ 34.56 19.87

SFMA0550-001 01/01/2010

BRISTOL (Portion within 35 mile radius from Boston City Hall;
ESSEX; MIDDLESEX (Except Ashby, Townsend, and portions of
Pepperell and Shirley beyond 35 mile radius from Boston City
Hall); NORFOLK; PLYMOUTH (Portion within 35 mile radius of
Boston City Hall); SUFFOLK

	Rates	Fringes
SPRINKLER FITTER.....	\$ 49.60	19.11

SFMA0669-001 04/01/2008

BARNSTABLE; BRISTOL (Beyond 35 mile radius of Boston City
Hall); DUKES; MIDDLESEX (Ashby, Townsend, portions of Pepperell
and Shirley beyond 35 mile radius of Boston City Hall);
NANTUCKET; PLYMOUTH (Beyond 35 mile radius of Boston City Hall)

	Rates	Fringes
SPRINKLER FITTER.....	\$ 34.98	16.05

* SFMA0676-001 01/01/2010

BRISTOL (Seekonk, Swansea, and Somerset)

	Rates	Fringes
SPRINKLER FITTER.....	\$ 39.50	17.85

a. PAID HOLIDAYS: Memorial Day, July 4th, Labor Day,
Thanksgiving Day and Christmas Day, provided the employee
has been in the employment of a contractor 20 working days
prior to any such paid holiday.

SHEE0017-003 02/01/2007

BRISTOL (Attleboro, Berkley, Easton, Mansfield, North
Attleboro, Norton, Raynham, Taunton); ESSEX; MIDDLESEX;
NORFOLK; PLYMOUTH (except except Marion, Mattapoissett,
Rochester, Wareham); SUFFOLK

	Rates	Fringes
Sheet metal worker.....	\$ 35.98	24.94

SHEE0017-007 02/01/2007

BARNSTABLE; BRISTOL (Acushnet, Assonet, Dartmouth, Dighton,

Fairhaven, Fall River, Freetown, New Bedford, Rehoboth,
 Seeekonk, Somerset, Swansea, Westport); DUKES; AND NANTUCKET

	Rates	Fringes
Sheet metal worker.....	\$ 27.94	20.30

 TEAM0379-001 06/01/2008

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 29.63	11.51+A+B
Group 2.....	\$ 29.80	11.51+A+B
Group 3.....	\$ 29.87	11.51+A+B
Group 4.....	\$ 29.99	11.51+A+B
Group 5.....	\$ 30.09	11.51+A+B
Group 6.....	\$ 30.38	11.51+A+B
Group 7.....	\$ 30.67	11.51+A+B

POWER TRUCKS \$.25 DIFFERENTIAL BY AXLE

TUNNEL WORK (UNDERGROUND ONLY) \$.40 DIFFERENTIAL BY AXLE

HAZARDOUS MATERIALS (IN HOT ZONE ONLY) \$2.00 PREMIUM

TRUCK DRIVERS CLASSIFICATIONS

Group 1: Station wagons; panel trucks; and pickup trucks

Group 2: Two axle equipment; & forklift operator

Group 3: Three axle equipment and tireman

Group 4: Four and Five Axle equipment

Group 5: Specialized earth moving equipment under 35 tons
 other than conventional type trucks; low bed; vachual;
 mechanics, paving restoration equipment

Group 6: Specialized earth moving equipment over 35 tons

Group 7: Trailers for earth moving equipment (double hookup)

FOOTNOTES:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday,
 Memorial Day, Independence Day, Labor Day, Patriot's Day,
 Columbus Day, Veteran's Day, Thanksgiving Day and Christmas
 Day

B. PAID VACATION: Employees with 4 months to 1 year of
 service receive 1/2 day's pay per month; 1 week vacation
 for 1 - 5 years of service; 2 weeks vacation for 5 - 10
 years of service; and 3 weeks vacation for more than 10
 years of service

 WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

ASSISTANCE AGREEMENT

1. Award No. DE-EE0001491		2. Modification No.		3. Effective Date 09/04/2009		4. CFDA No. 81.128	
5. Awarded To BEVERLY, CITY OF Attn: CONNIE LINSKOTT 191 CABOT STREET BEVERLY MA 019155849				6. Sponsoring Office EERE (FORS) U.S. Department of Energy Office of Energy Efficiency & Renew Forrestal Building 1000 Independence Avenue, SW Washington DC 20585			7. Period of Performance 07/01/2010 through 12/01/2010
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other		9. Authority 31 USC 6304 10 USC 2358			10. Purchase Request or Funding Document No. 09EE003390		
11. Remittance Address BEVERLY, CITY OF Attn: CONNIE LINSKOTT 191 CABOT STREET BEVERLY MA 019155849				12. Total Amount Govt. Share: \$169,600.00 Cost Share : \$0.00 Total : \$169,600.00		13. Funds Obligated This action: \$169,600.00 Total : \$169,600.00	
14. Principal Investigator David Gelineau		15. Program Manager GilbertSperling Phone: 202-287-1644			16. Administrator Office of HQ PS (HQ) U.S. Department of Energy Office of Headquarters Procurement MA-64 1000 Independence Ave., S.W. Washington DC 20585		
17. Submit Payment Requests To HQ - Germantown U.S. Department of Energy P.O Box 500 Germantown MD 20875				18. Paying Office			19. Submit Reports To Gil Sperling Department of Energy (202) 586-1644
20. Accounting and Appropriation Data							
21. Research Title and/or Description of Project BUILDING EFFICIENCY RETROFIT							
For the Recipient				For the United States of America			
22. Signature of Person Authorized to Sign				25. Signature of Grants/Agreements Officer Signature on File			
23. Name and Title		24. Date Signed		26. Name of Officer Linda S. Sapp		27. Date Signed 09/04/2009	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-EE0001491	2	2

NAME OF OFFEROR OR CONTRACTOR
 BEVERLY, CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 079515219</p> <p>Recovery Act: "EECBG Formula Grants"</p> <p>Award Grant to the City of Beverly, MA to implement a Building Efficiency Retrofit for the public highschool. This project will reduce costs and provide a cost savings benefit to the residents of Beverly.</p> <p>The City of Beverly, MA TAX ID number is 04-6001379.</p> <p>PLEASE SEE ATTACHMENTS FOR: Special Terms and Conditions, Strategy, Reporting Checklist, Intellectual Property, and National Policy Assurances.</p> <p>ASAP: Yes Extent Competed: NOT AVAIL FOR COMP Delivery Location Code: 00127 EERE (FORS) U.S. Department of Energy Office of Energy Efficiency & Renewable Ener. Forrestal Building 1000 Independence Avenue, SW Washington DC 20585</p> <p>Mark For: EERE (FORS) U.S. Department of Energy Office of Energy Efficiency & Renewable Ener. Forrestal Building 1000 Independence Avenue, SW Washington DC 20585</p> <p>Payment: OR for HQ U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4937 Oak Ridge TN 37831</p> <p>Fund: 05796 Appr Year: 2009 Allottee: 60 Report Entity: 300328 Object Class: 41000 Program: 1005115 Project: 2004350 WFO: 0000000 Local Use: 0387133 TAS Agency: 89 TAS Account: 0331</p>				

ASSISTANCE AGREEMENT

1. Award No. DE-EE0001491		2. Modification No. 001	3. Effective Date 01/27/2010	4. CFDA No. 81.128	
5. Awarded To BEVERLY, CITY OF Attn: CONNIE LINSKOTT 191 CABOT STREET BEVERLY MA 019155849		6. Sponsoring Office EERE (FORS) U.S. Department of Energy Office of Energy Efficiency & Renew Forrestal Building 1000 Independence Avenue, SW Washington DC 20585		7. Period of Performance 07/01/2010 through 12/01/2010	
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority 31 USC 6304 10 USC 2358		10. Purchase Request or Funding Document No.		
11. Remittance Address BEVERLY, CITY OF Attn: CONNIE LINSKOTT 191 CABOT STREET BEVERLY MA 019155849		12. Total Amount Govt. Share: \$169,600.00 Cost Share : \$0.00 Total : \$169,600.00	13. Funds Obligated This action: \$0.00 Total : \$169,600.00		
14. Principal Investigator	15. Program Manager Nohemi Brewer Phone: 702-794-1310		16. Administrator RW US Department of Energy Office of Civilian RW Mgmt 1551 Hillshire Drive Las Vegas NV 89134		
17. Submit Payment Requests To Payment - Direct Payment from U.S. Dept of Treasury		18. Paying Office		19. Submit Reports To	
20. Accounting and Appropriation Data See Schedule					
21. Research Title and/or Description of Project BUILDING EFFICIENCY RETROFIT					
For the Recipient			For the United States of America		
22. Signature of Person Authorized to Sign			25. Signature of Grants/Agreements Officer 		
23. Name and Title		24. Date Signed	26. Name of Officer Benjamin Lardizabal		27. Date Signed 01/29/2010

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-EE0001491/001	2	3

NAME OF OFFEROR OR CONTRACTOR
BEVERLY, CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 079515219</p> <p>The purpose of this administrative modification is to update the following:</p> <ol style="list-style-type: none"> 1.Change the Contract Specialist and Project Officers names on the grant award. 2.Replace the Financial Assistance Reporting Requirements Checklist with the revised checklist. (See Attachment 1) 3.The following clauses are added to the grant award (See Attachment 2): <ol style="list-style-type: none"> a.Clause FA-TC-0052 Davis Bacon Act and Contract Work Hours and Safety Standards Act b.Clause FA-TC-0055 Davis Bacon Act c. Clause FA-RW-0001 Recipient Responsibilities for Davis Bacon Act [NOTE - All recipients must comply with this clause (FA-RW-0001) in lieu of Clause FA-TC-0050 Davis Bacon Act Requirement, Section titled Payrolls and Basic Records, paragraph (b)(1). Clause FA-RW-0001 (1)(viii) states that the recipients will provide payrolls records upon DOE request.] <p>All other grant award terms and conditions remain unchanged.</p> <p>ASAP: Yes Extent Competed: NOT AVAIL FOR COMP Davis-Bacon Act: YES LIST OF CHANGES: New Invoice Address: Payment - Direct Payment from U.S. Dept of Treasury</p> <p>Total Amount for this Modification: \$0.00 New Total Amount for this Version: \$0.00 New Total Amount for this Award: \$169,600.00</p> <p>Buyer changed from Jemal G Williams to Doris M Burnett</p> <p>Agreement Officer changed from Linda S Sapp to Benjamin Lardizabal</p> <p>Continued ... Program Manager changed</p>				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-EE0001491/001	3	3

NAME OF OFFEROR OR CONTRACTOR
BEVERLY, CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	from Gilbert Sperling to Nohemi Brewer Administrative Grant Officer changed from Linda S Sapp to Doris M Burnett Grant Negotiator changed from Benjamin Lardizabal to Doris M Burnett New Issuing Address: RW US Department of Energy Office of Civilian RW Mgmt 1551 Hillshire Drive Las Vegas NV 89134 New Administration Address: RW US Department of Energy Office of Civilian RW Mgmt 1551 Hillshire Drive Las Vegas NV 89134 Invoice Approving Official changed to : 32759 Program Official changed to : Specialist Official changed to : Davis-Bacon Act changed to : YES Security Classification Changed from For Official Use Only to Not Specified /Other Payment: Payment - Direct Payment from U.S. Dept of Treasury				

SPECIAL TERMS AND CONDITIONS

1. RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

2. AWARD AGREEMENT TERMS AND CONDITIONS

This assistance agreement consists of the Cover Page which includes the following:

- a. Special Terms and Conditions for use in most grants (clauses number 3 through 17)
- b. Special provisions related to work funded under American Recovery and Reinvestment Act of 2009 (May 2009) (Clauses 18 through 24)
- c. Grant Application package as approved by DOE (SF-424)
- d. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at http://management.energy.gov/business_doe/1374.htm.
- e. This award is a fixed obligation grant. The designated Authorized Representative of the recipient shall certify in writing to the Department of Energy, Contracting Officer at the end of the project that the activity was completed or the level of effort was expended, however should the activity or effort not be carried out, the recipient would be expected to make appropriate reimbursements.
- f. 100 percent of allocable funds to this fixed obligation grant was obligated at time of award. If a Energy Efficiency and Conservation Strategy (EECS) was not submitted with the application, the EECS must be submitted within 120 days of award. The recipient may only withdraw through ASAP an amount, not to exceed the estimated budget for the respective activity.

3. ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS

Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by the Department of Energy, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of the award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

4. PAYMENT PROCEDURES - ADVANCES THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

- a. Method of Payment. Payment will be made by advances through the Department of Treasury's ASAP system.

- b. Requesting Advances. Requests for advances must be made through the ASAP system. You may submit requests as frequently as required to meet your needs to disburse funds for the Federal share of project costs. If feasible, you should time each request so that you receive payment on the same day that you disperse funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
- c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE.
- d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

5. MAXIMUM OBLIGATION

The maximum obligation of DOE is limited to the amount shown on Agreement Cover Page. You are not obligated to continue performance of the project beyond the total amount obligated.

6. CEILING ON ADMINISTRATIVE COSTS

- a. Local government and Indian Tribe Recipients may not use more than 10 percent of amounts provided under this program, or \$75,000, whichever is greater (EISA Sec 545 (b)(3)(A), for administrative expenses, excluding the costs of meeting the reporting requirements under Title V, Subtitle E of EISA. These costs should be captured and summarized for each activity under the Projected Costs within Budget: Administration.
- b. Recipients are expected to manage their administrative costs. DOE will not amend an award solely to provide additional funds for changes in administrative costs. The Recipient shall not be reimbursed on this project for any final administrative costs that are in excess of the designated 10 percent administrative cost ceiling.

7. LIMITATIONS ON USE OF FUNDS

- a. Local government and Indian Tribe Recipients may not use more than 20 percent or \$250,000, whichever is greater (EISA Sec 545 (b)(3)(B), for the establishment of revolving loan funds.

b. Local government and Indian Tribe Recipients may not use more than 20 percent or \$250,000, whichever is greater (EISA Sec 545 (b)(3)(C), for subgrants to nongovernmental organizations for the purpose of assisting in the implementation of the energy efficiency and conservation strategy of the eligible unit of local government or Indian tribe.

8. REIMBURSABLE INDIRECT COSTS AND UNUSED FUNDS

- a. The Recipient is expected to manage their final negotiated project budgets, including their indirect costs and fringe benefit costs. DOE recognizes that the inability to obtain full reimbursement for indirect or fringe benefit costs means the Recipient must absorb the underrecovery.
- b. If actual allowable indirect and/or fringe benefit costs are less than those budgeted and funded under the award, the Recipient may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, the Recipient must refund the difference.

9. USE OF PROGRAM INCOME

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and used to further eligible project objectives.

10. STATEMENT OF FEDERAL STEWARDSHIP

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

11. SITE VISITS

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subawardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

12. REPORTING REQUIREMENTS

- a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards.
- b. Additional Recovery Act Reporting Requirements are found in the Provision below labeled: “REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT.”

13. PUBLICATIONS

- a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgment of DOE support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: “This material is based upon work supported by the Department of Energy under Award Number(s) [enter the award number(s)].”

Disclaimer: “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

14. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

15. HISTORIC PRESERVATION CLAUSE

Prior to the expenditure of Federal funds to alter any structure or site, the Recipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the recipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link:

<http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>.

The DOE Contracting Officer shall consider compliance with Section 106 of the NHPA complete only after the Recipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Recipient that it does not object to its Section 106 finding or determination. Section 110(k) of the NHPA applies to DOE funded activities, therefore, Recipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

16.LOBBYING RESTRICTIONS

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

17.NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding this project. This restriction does not preclude you from developing, establishing, planning, or an Energy Efficiency & Conservation Strategy (EECS).

If you move forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share.

If this award includes construction activities, you must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to DOE initiating the NEPA process.

18. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (ii) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of the Agreement.

19. SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (May 2009)

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Special Provisions

A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and

Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. Law 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

G. Reserved

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds obligated to this award are available for reimbursement of costs until 36 months after the award date.

K. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

20. REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the Recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier subrecipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

21. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

*Special Note: Definitization of the Provisions entitled, “REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009” and “REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009” will be done upon definition and review of final activities.

22. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) *Definitions.* As used in this award term and condition—

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.* (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111–5), by requiring

that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

To Be Determined

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act* . (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

*Include all delivery costs to the construction site.

23. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

24. RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

25. DAVIS BACON ACT REQUIREMENTS

A. Definitions. For purposes of this Clause, Clause 26, Contract Work Hours and Safety Standards Act, and Clause 27, Recipient Functions, the following definitions are applicable:

(1) *Award* means the Award by the Department of Energy (DOE) to a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Subrecipients, Contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act.

(2) “*Construction, alteration or repair*” means all types of work done by laborers and mechanics employed by the Subrecipient, construction contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—

(a) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;

(b) Painting and decorating; or

(b) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work.

(3) *Contract* means a written procurement contract executed by a Subrecipient for the acquisition of property and services for construction, alteration, and repair under a Subaward.

For purposes of these Clauses, a Contract shall include subcontracts and lower- tier subcontracts under the Contract.

(4) *Contracting Officer* means the DOE official authorized to execute awards on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) *Contractor* means an entity that enters into a Contract. For purposes of these Clauses, Contractor shall include subcontractors and lower-tier subcontractors.

(6) *Recipient* means any entity other than an individual that receives Recovery Act funds in the form of a grant directly from the Federal Government. This includes the State that receives an Award from DOE and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(7) “*Site of the work*”—

(a) Means--

(i) The physical place or places where the construction called for in the Award, Subaward, or Contract will remain when work on it is completed; and

(ii) Any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the project;(b) Except as provided in paragraph (c) of this definition, the site of the work includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the project; and

(ii) They are adjacent or virtually adjacent to the site of the work as defined in paragraph (7)(a)(i) or (7)(a)(ii) of this definition;

(c) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular contract or Federal Award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of an Award, Subaward, or Contract.

(8) *Subaward* means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower- tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(9) *Subrecipient* means a none-Federal entity that expends Federal awards received from a pass-through entity [Recipient] to carry out a Federal program, but does not include an individual that is a beneficiary of such a program. This includes a Community Action Agency (CAA), local agency, or other entity to which a Subaward under the Award is made by a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the DBA work performed by all laborers and mechanics employed by contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant of the Recovery Act.

B. Davis-Bacon Act

(1)(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached to the Subaward or Contract and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Recipient, a Subrecipient, or Contractor and such laborers and mechanics.

(i) **Applicable to Recipient Only:** Prior to the issuance of the Subaward or Contract, the Recipient shall notify the Contracting Officer of the site of the work in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

(ii) If the Subaward or Contract is or has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

(b) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DBA on behalf of laborers or mechanics are considered wages paid to such laborers and mechanics, subject to the provisions of paragraph B(4) below; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(c) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the paragraph entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(d) The wage determination (including any additional classifications and wage rates conformed under paragraph B(2) of this Clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Subrecipient and Contractor at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2)(a) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Subaward or Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Subrecipient (and Contractor, when applicable) and the laborers and mechanics to be employed in the classification (if known), or their representatives agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of this agreement. If the Contracting Officer agrees with the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(c) In the event the Subrecipient (and Contractor, when applicable), and the laborers or mechanics to be employed in the classification, or their representatives, do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of the disagreement. The Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs B(2)(b) or B(2)(c) of this Clause shall be paid to all workers performing work in the classification under the Award, Subaward, or Contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the Award, Subaward, or Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Subrecipient and Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Subrecipient or Contractor does not make payments to a trustee or other third person, the Subrecipient or Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Subrecipient or Contractor that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Subrecipient or Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

C. Rates of Wages

(1) The minimum wages to be paid laborers and mechanics under the Subaward or Contract involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are included as an attachment to the Award, Subaward, or Contract.

(2) If the Subaward or Contract has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

D. Payrolls and Basic Records

(1) Payrolls and basic records relating thereto shall be maintained by the Recipient, Subrecipient and Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (4) of the provision entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Subrecipient or Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Subrecipient or Contractor employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)(a) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Subrecipient. The Subrecipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Recipient. The Recipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph D(1) of this Clause, except that the full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

(b) The Recipient is responsible for ensuring all Subrecipients and Contractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this Clause. The Subrecipient is responsible for ensuring all Contractors, including lower tier subcontractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this clause. Subrecipients and Contractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request for transmission to the Contracting Officer, the Recipient, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. The Recipient shall also obtain and provide the full social security number and current address of each covered worker upon request by the Contracting Officer or the Wage and Hour Division of

the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements.

(c) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the Recipient, Subrecipient or Contractor or his or her agent who pays or supervises the payment of the persons employed under the Subaward or Contract and shall certify --

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph D(2)(a) of this Clause, the appropriate information is being maintained under paragraph D(1) of this Clause, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Subaward or Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Subaward or Contract.

(d) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph D(2)(c) of this Clause.

(e) The falsification of any of the certifications in Paragraph D, Payrolls and Basic Records, of this Clause may subject the Recipient, Subrecipient or Contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Recipient, Subrecipient, or Contractor shall make the records required under paragraph D(1) of this Clause available for inspection, copying, or transcription by the Contracting Officer, authorized representatives of the Contracting Officer, or the Department of Labor. The Subrecipient or Contractor shall permit the Contracting Officer, authorized representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Recipient, Subrecipient, or Contractor fails to submit the required records or to make them available, the Contracting Officer may, after written notice to the Recipient, Subrecipient, or Contractor take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

E. Withholding of Funds

(1) The DOE Contracting Officer shall, upon his or her or its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the any other contract or Federal Award with the same Recipient, on this or any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Recipient so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or a Contractor the full amount of wages required by the Award or Subaward or a Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Award or Subaward or a Contract, the Contracting Officer may, after written notice to the Recipient take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) The Recipient shall, upon his or her or its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause to be withheld from any Subrecipient or Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or Contractor the full amount of wages required by the Subaward or Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Subaward or Contract, the Recipient may, after written notice to the Subrecipient or Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased or the Government may cause the suspension of any further payment under any other contract or Federal award with the same Subrecipient or Contractor, on any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Subrecipient or Contractor

F. Apprentices and Trainees

(1) Apprentices.

(a) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed—

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(b) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Subrecipient or Contractor as to the entire work force under the registered program.

(c) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph F(1) of this Clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(d) Where a Subrecipient or Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Subrecipient's or Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(e) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(f) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Subrecipient or Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees.

(a) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(b) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship/training program associated with the

corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(c) In the event OATELS withdraws approval of a training program, the Subrecipient or Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this Clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

G. Compliance with Copeland Act Requirements

The Recipient, Subrecipient or Contractor shall comply with the requirements of 29 CFR Part 3 which are hereby incorporated by reference in the Award, Subaward or Contract.

H. Subawards and Contracts

(1) The Recipient, the Subrecipient and Contractor shall insert in the Subaward or any Contracts this Clause entitled “Davis Bacon Act Requirements” and such other clauses as the Contracting Officer may require. The Recipient shall be responsible for ensuring compliance by any Subrecipient or Contractor with all of the requirements contained in this Clause. The Subrecipient shall be responsible for the compliance by Contractor with all of the requirements contained in this Clause.

(2) Within 14 days after issuance of a Subaward, the Recipient shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Subaward and Contract for construction within the United States, including the Subrecipient’s and Contractor’s signed and dated acknowledgment that this Clause) has been included in the Subaward and any Contracts. The SF 1413 is available from the Contracting Officer or at [http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413_e.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf) . Within 14 days after issuance of a Contract or lower- tier subcontract, the Subrecipient shall deliver to the Recipient a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Contract and lower-tier subcontract for construction within the United States, including the Contractor and lower- tier subcontractor’s signed and dated acknowledgment that this Clause has been included in any Contract and lower- tier subcontracts. SF 1413 is available from the Contracting Officer or at [http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413_e.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf). The Recipient shall immediately provide to the DOE Contracting Officer the completed Standard Forms (SF) 1413.

I. Contract Termination -- Debarment

A breach of these provisions may be grounds for termination of the Award, Subaward, or Contract and for debarment as a Contractor or subcontractor as provided in 29 CFR 5.12.

J. Compliance with Davis-Bacon and Related Act Regulations

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in the Award, Subaward or Contract.

K. Disputes Concerning Labor Standards

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and shall not be subject to any other dispute provision that may be contained in the Award, Subaward, and Contract. Disputes within the meaning of this Clause include disputes between the Recipient, Subrecipient (including any Contractor) and the Department of Energy, the U.S. Department of Labor, or the employees or their representatives.

L. Certification of Eligibility.

(1) By entering into this Award, Subaward, or Contract (as applicable), the Recipient, Subrecipient, or Contractor, respectively certifies that neither it (nor he or she) nor any person or firm who has an interest in the Recipient, Subrecipient, or Contractor's firm, is a person, entity, or firm ineligible to be awarded Government contracts or Government awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this Award, Subaward or Contract shall be subcontracted to any person or firm ineligible for award of a Government contract or Government award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

M. Approval of Wage Rates

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under an Award, Subaward or Contract must be submitted for approval in writing by the head of the federal contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the Award, Subaward or Contract. Any amount paid by the Subrecipient or Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Subrecipient or Contractor and shall not be reimbursed by the Recipient or Subrecipient. If the Government refuses to authorize the use of the overtime, the Subrecipient or Contractor is not

released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

Clause 26. Contract Work Hours and Safety Standards Act

This Clause entitled “Contract Work Hours and Safety Standards Act (CWHSSA)” shall apply to any Subaward or Contract in an amount in excess of \$100,000. As used in this CWHSSA Clause, the terms laborers and mechanics include watchmen and guards.

A. Overtime requirements. No Subrecipient or Contractor contracting for any part of the Subaward work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph B herein, the Subrecipient or Contractor responsible therefor shall be liable for the unpaid wages. In addition, such Subrecipient or Contractor shall be liable to the United States (in the case of work done under a Subaward or Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provision set forth in CWHSSA paragraph A, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The DOE Contracting Officer shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Recipient under any Subaward or Contract on this or any other Federal Award or Federal contract with the same Recipient on any other federally-assisted Award or contract subject to the CWHSSA, which is held by the same Recipient such sums as may be determined to be necessary to satisfy any liabilities of such Recipient for unpaid wages and liquidated damages as provided in the clause set forth in CWHSSA, paragraph B of this Clause.

D. Subcontracts. The Subrecipient shall insert in a Contract and a Contractor shall insert in any lower tier subcontracts, the clauses set forth in these CWHSSA paragraphs (A) through (D) and also a provision requiring the Contractors to include this CWHSSA Clause in any lower tier subcontracts. The Recipient shall be responsible for compliance by any Subrecipient or Contractor, with the CWHSSA paragraphs A through D. The Subrecipient shall be responsible for compliance by any Contractor (including lower- tier subcontractors).

E. The Subrecipient or Contractor shall maintain payrolls and basic payrolls in accordance with Clause 25, Davis- Bacon Act Requirements, for all laborers and mechanics, including

guards and watchmen working on the Subaward or Contracts. These records are subject to the requirements set forth in Clause 25, Davis Bacon Requirements.

Clause 27. RECIPIENT FUNCTIONS

- (1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:
 - (a) Obtain, maintain, and monitor all DBA certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;
 - (b) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;
 - (c) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (b) above;
 - (d) Address DBA any Subrecipient's and any Contractors' non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;
 - (e) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;
 - (f) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;
 - (g) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and
 - (h) Provide copies of all records upon request by DOE or DOL in a timely manner.
- (2) All records maintained on behalf of the DOE in accordance with paragraph (1) above are federal government (DOE) owned records. DOE or an authorized representative shall be granted access to the records at all times.
- (3) In the event of, and in response to any Freedom of Information Act, 5 U.S.C. 552, requests submitted to DOE, Recipient shall provide such records to DOE within 5 business days of receipt of a request from DOE.

ATTACHMENT 1

**U.S. Department of Energy
FEDERAL ASSISTANCE REPORTING CHECKLIST
AND INSTRUCTIONS**

1. Identification Number: DE-FOA-0000013		2. Program/Project Title: Recovery Act - Energy Efficiency and Conservation Block Grants – Formula Grants	
3. Recipient: BEVERLY, CITY OF, MA Grant No. DE-EE0001491			
4. Reporting Requirements: A. MANAGEMENT REPORTING <input checked="" type="checkbox"/> Progress Report <input type="checkbox"/> Special Status Report	Frequency	No. of Copies	Addressees
	A	1	https://www.page.energy.gov
B. SCIENTIFIC/TECHNICAL REPORTING (Reports/Products must be submitted with appropriate DOE F 241. The 241 forms are available at www.osti.gov/elink) Report/Product Form <input type="checkbox"/> Final Scientific/Technical Report DOE F 241.3 <input type="checkbox"/> Conference papers/proceedings* DOE F 241.3 <input type="checkbox"/> Software/Manual DOE F 241.4 <input type="checkbox"/> Other (see Special Instructions) DOE F 241.3 <i>* Scientific and technical conferences only</i>	Not Required for EECBG Awards		http://www.osti.gov/elink-2413 http://www.osti.gov/elink-2413 http://www.osti.gov/estsc/241-4pre.jsp
C. FINANCIAL REPORTING <input checked="" type="checkbox"/> SF-425, Federal Financial Report	Q, F	1	https://www.page.energy.gov
D. CLOSEOUT REPORTING <input checked="" type="checkbox"/> Patent Certification <input checked="" type="checkbox"/> Property Certification <input type="checkbox"/> Other (see Special Instructions)	F F	1 1	https://www.page.energy.gov
E. OTHER REPORTING <input checked="" type="checkbox"/> Annual Indirect Cost Proposal <input checked="" type="checkbox"/> Annual Inventory Report of Federally Owned Property, if any <input type="checkbox"/> Other	A A	1 1	https://www.page.energy.gov
F. AMERICAN RECOVERY AND REINVESTMENT ACT REPORTING <input checked="" type="checkbox"/> Reporting and Registration Requirements	D	1	http://www.federalreporting.gov
FREQUENCY CODES AND DUE DATES: A - Within 5 calendar days after events or as specified. F - Final; 90 calendar days after expiration or termination of the award. Y - Yearly; 90 days after the end of the reporting period. W – Weekly S - Semiannually; within 30 days after end of reporting period. Q - Quarterly; within 30 days after end of the reporting period. D - Quarterly; within 10 days after end of the reporting period plus by day 22 reviewed subrecipient entries. See OMB guidance at Department of Energy – OMB Reporting Help .			

5. Special Instructions

All reports, except for those in B and F above, should be submitted through FedConnect.

Federal Assistance Reporting Instructions (9/09)

A. MANAGEMENT REPORTING

Progress Report

The Progress Report must provide a concise narrative assessment of the status of work and include the following information and any other information identified under Special Instructions on the Federal Assistance Reporting Checklist:

1. The DOE award number and name of the recipient.
2. The project title and name of the project director/principal investigator.
3. Date of report and period covered by the report.
4. A comparison of the actual accomplishments with the goals and objectives established for the period and reasons why the established goals were not met.
5. A discussion of what was accomplished under these goals during this reporting period, including major activities, significant results, major findings or conclusions, key outcomes or other achievements. This section should not contain any proprietary data or other information not subject to public release. If such information is important to reporting progress, do not include the information, but include a note in the report advising the reader to contact the Principal Investigator or the Project Director for further information.
6. Cost Status. Show approved budget by budget period and actual costs incurred. If cost sharing is required break out by DOE share, recipient share, and total costs.
7. Schedule Status. List milestones, anticipated completion dates and actual completion dates. If you submitted a project management plan with your application, you must use this plan to report schedule and budget variance. You may use your own project management system to provide this information.
8. Any changes in approach or aims and reasons for change. Remember significant changes to the objectives and scope require prior approval by the contracting officer.
9. Actual or anticipated problems or delays and actions taken or planned to resolve them.
10. Any absence or changes of key personnel or changes in consortium/teaming arrangement.
11. A description of any product produced or technology transfer activities accomplished during this reporting period, such as:

- A. Publications (list journal name, volume, issue); conference papers; or other public releases of results. Attach or send copies of public releases to the DOE Program Manager identified in Block 15 of the Assistance Agreement Cover Page.
- B. Web site or other Internet sites that reflect the results of this project.
- C. Networks or collaborations fostered.
- D. Technologies/Techniques.
- E. Inventions/Patent Applications
- F. Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.

Special Status Report

The recipient must report the following events by e-mail as soon as possible after they occur:

1. Developments that have a significant favorable impact on the project.
2. Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the award or which may require DOE to respond to questions relating to such events from the public. The recipient must report any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition:
 - a. Any single fatality or injuries requiring hospitalization of five or more individuals.
 - b. Any significant environmental permit violation.
 - c. Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes.
 - d. Any incident which causes a significant process or hazard control system failure.
 - e. Any event which is anticipated to cause a significant schedule slippage or cost increase.
 - f. Any damage to Government-owned equipment in excess of \$50,000.
 - g. Any other incident that has the potential for high visibility in the media.

B. SCIENTIFIC/TECHNICAL REPORTS

Final Scientific/Technical Report

Content. The final scientific/technical report must include the following information and any other information identified under Special Instructions on the Federal Assistance Reporting Checklist:

1. Identify the DOE award number; name of recipient; project title; name of project director/principal investigator; and consortium/teaming members.
2. Display prominently on the cover of the report any authorized distribution limitation notices, such as patentable material or protected data. Reports delivered without such notices may be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use or reproduction of such reports.
3. Provide an executive summary, which includes a discussion of 1) how the research adds to the understanding of the area investigated; 2) the technical effectiveness and economic feasibility of the methods or techniques investigated or demonstrated; or 3) how the project is otherwise of benefit to the public. The discussion should be a minimum of one paragraph and written in terms understandable by an educated layman.
4. Provide a comparison of the actual accomplishments with the goals and objectives of the project.
5. Summarize project activities for the entire period of funding, including original hypotheses, approaches used, problems encountered and departure from planned methodology, and an assessment of their impact on the project results. Include, if applicable, facts, figures, analyses, and assumptions used during the life of the project to support the conclusions.
6. Identify products developed under the award and technology transfer activities, such as:
 - a. Publications (list journal name, volume, issue), conference papers, or other public releases of results. If not provided previously, attach or send copies of any public releases to the DOE Program Manager identified in Block 15 of the Assistance Agreement Cover Page;
 - b. Web site or other Internet sites that reflect the results of this project;
 - c. Networks or collaborations fostered;
 - d. Technologies/Techniques;
 - e. Inventions/Patent Applications, licensing agreements; and
 - f. Other products, such as data or databases, physical collections, audio or

video, software or netware, models, educational aid or curricula, instruments or equipment.

7. For projects involving computer modeling, provide the following information with the final report:
 - a. Model description, key assumptions, version, source and intended use;
 - b. Performance criteria for the model related to the intended use;
 - c. Test results to demonstrate the model performance criteria were met (e.g., code verification/validation, sensitivity analyses, history matching with lab or field data, as appropriate);
 - d. Theory behind the model, expressed in non-mathematical terms;
 - e. Mathematics to be used, including formulas and calculation methods;
 - f. Whether or not the theory and mathematical algorithms were peer reviewed, and, if so, include a summary of theoretical strengths and weaknesses;
 - g. Hardware requirements; and
 - h. Documentation (e.g., users guide, model code).

Electronic Submission. The final scientific/technical report must be submitted electronically-via the DOE Energy Link System (E-Link) accessed at <http://www.osti.gov/mlink-2413>.

Electronic Format. Reports must be submitted in the ADOBE PORTABLE DOCUMENT FORMAT (PDF) and be one integrated PDF file that contains all text, tables, diagrams, photographs, schematic, graphs, and charts. Materials, such as prints, videos, and books, that are essential to the report but cannot be submitted electronically, should be sent to the Contracting Officer at the address listed in Block 16 of the Assistance Agreement Cover Page.

Submittal Form. The report must be accompanied by a completed electronic version of DOE Form 241.3, "U.S. Department of Energy (DOE), Announcement of Scientific and Technical Information (STI)." You can complete, upload, and submit the DOE F.241.3 online via E-Link. You are encouraged not to submit patentable material or protected data in these reports, but if there is such material or data in the report, you must: (1) clearly identify patentable or protected data on each page of the report; (2) identify such material on the cover of the report; and (3) mark the appropriate block in Section K of the DOE F 241.3. Reports must not contain any limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release. Protected data is specific technical data, first produced in the performance of the award that is protected from public release for a period of time by the terms of the award agreement.

Conference Papers/Proceedings

Content: The recipient must submit a copy of any conference papers/proceedings, with the following information: (1) Name of conference; (2) Location of conference; (3) Date of conference; and (4) Conference sponsor.

Electronic Submission. Scientific/technical conference paper/proceedings must be submitted electronically-via the DOE Energy Link System (E-Link) at <http://www.osti.gov/elink-2413>. Non-scientific/technical conference papers/proceedings must be sent to the URL listed on the Reporting Checklist.

Electronic Format. Conference papers/proceedings must be submitted in the ADOBE PORTABLE DOCUMENT FORMAT (PDF) and be one integrated PDF file that contains all text, tables, diagrams, photographs, schematic, graphs, and charts. If the proceedings cannot be submitted electronically, they should be sent to the DOE Administrator at the address listed in Block 16 of the Assistance Agreement Cover Page.

Submittal Form. Scientific/technical conference papers/proceedings must be accompanied by a completed DOE Form 241.3. The form and instructions are available on E-Link at <http://www.osti.gov/elink-2413>. This form is not required for non-scientific or non-technical conference papers or proceedings.

Software/Manual

Content. Unless otherwise specified in the award, the following must be delivered: source code, the executable object code and the minimum support documentation needed by a competent user to understand and use the software and to be able to modify the software in subsequent development efforts.

Electronic Submission. Submissions may be submitted electronically-via the DOE Energy Link System (E-Link) at <http://www.osti.gov/estsc/241-4pre.jsp>. They may also be submitted via regular mail to:

Energy Science and Technology Software Center
P.O. Box 1020
Oak Ridge, TN 37831

Submittal Form. Each software deliverable and its manual must be accompanied by a completed DOE Form 241.4 "Announcement of U.S. Department of Energy Computer Software." The form and instructions are available on E-Link at <http://www.osti.gov/estsc/241-4pre.jsp>.

Protected Personally Identifiable Information (PII). Management Reports or Scientific/Technical Reports must not contain any *Protected* PII. PII is any information about an individual which can be used to distinguish or trace an individual's identity. Some information that is considered to be PII is available in public sources such as telephone books, public websites, university listings, etc. This type of information is considered to be Public

PII and includes, for example, first and last name, address, work telephone number, e-mail address, home telephone number, and general educational credentials. In contrast, *Protected* PII is defined as an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.

C. FINANCIAL REPORTING

Recipients must complete the SF-425 as identified on the Reporting Checklist in accordance with the report instructions. A fillable version of the form is available at http://www.whitehouse.gov/omb/grants/grants_forms.aspx.

D. CLOSEOUT REPORTS

Final Invention and Patent Report

The recipient must provide a DOE Form 2050.11, "PATENT CERTIFICATION." This form is available at <http://www.directives.doe.gov/pdfs/forms/2050-11.pdf> and <http://grants.pr.doe.gov>.

Property Certification

The recipient must provide the Property Certification, including the required inventories of non-exempt property, located at <http://grants.pr.doe.gov>.

E. OTHER REPORTING

Annual Indirect Cost Proposal and Reconciliation

Requirement. In accordance with the applicable cost principles, the recipient must submit an annual indirect cost proposal, reconciled to its financial statements, within six months after the close of the fiscal year, unless the award is based on a predetermined or fixed indirect rate(s), or a fixed amount for indirect or facilities and administration (F&A) costs.

Cognizant Agency. The recipient must submit its annual indirect cost proposal directly to the cognizant agency for negotiating and approving indirect costs. If the DOE awarding office is the cognizant agency, submit the annual indirect cost proposal to the DOE Administrator at the address listed in Block 16 of the Assistance Agreement Cover Page.

Annual Inventory of Federally Owned Property

Requirement. If at any time during the award the recipient is provided Government-furnished property or acquires property with project funds and the award specifies that the property vests in the Federal Government (i.e. federally

owned property), the recipient must submit an annual inventory of this property to the DOE Administrator at the address listed in Block 16 of the Assistance Agreement Cover Page. no later than October 30th of each calendar year, to cover an annual reporting period ending on the preceding September 30th.

Content of Inventory. The inventory must include a description of the property, tag number, acquisition date, location of property, and acquisition cost, if purchased with project funds. The report must list all federally owned property, including property located at subcontractor's facilities or other locations.

F. AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (RECOVERY ACT) REPORTING

See Special Award Term entitled Reporting and Registration Requirement under Section 1512 of the Recovery Act. The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act. Additional information on complying with this requirement can be found at [Department of Energy – OMB Reporting Help](#).

ATTACHMENT 2**FA-TC-0052****DAVIS BACON ACT AND CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Definitions: For purposes of this article, Davis Bacon Act and Contract Work Hours and Safety Standards Act, the following definitions are applicable:

(1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors and subcontractors.

(2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lower-tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees."

(3) "Contract" means a contract executed by a Recipient, Subrecipient, prime contractor or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.

(4) "Contracting Officer" means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) "Recipient" means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(6) "Subaward" means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

(a) Davis Bacon Act

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide

fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit

as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors

shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

FA-TC-0055 – RECIPIENT FUNCTIONS

(1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:

(a) Obtain, maintain, and monitor all DBA certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;

(b) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;

(c) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (b) above;

(d) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;

(e) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;

(f) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;

(g) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and

(h) Provide copies of all records upon request by DOE or DOL in a timely manner.

(2) All records maintained on behalf of the DOE in accordance with paragraph (1) above are federal government (DOE) owned records. DOE or an authorized representative shall be granted access to the records at all times.

(3) In the event of, and in response to any Freedom of Information Act, 5 U.S.C. 552, requests submitted to DOE, Recipient shall provide such records to DOE within 5 business days of receipt of a request from DOE.

FA-RW-0001 RECIPIENT RESPONSIBILITIES FOR DAVIS BACON ACT

- (1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:
- (i) Obtain, maintain, and monitor all Davis Bacon Act (DBA) certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;
 - (ii) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;
 - (iii) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (ii) above;
 - (iv) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;
 - (v) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;
 - (vi) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;
 - (vii) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and
 - (viii) Provide copies of all records upon request by DOE or DOL in a timely manner.

ATTACHMENT X – INTELLECTUAL PROPERTY PROVISIONS
Intellectual Property Provisions (NRD-1003)
Nonresearch and Development

Nonprofit organizations are subject to the intellectual property requirements at 10 CFR 600.136(a), (c) and (d). All other organizations are subject to the intellectual property requirements at 10 CFR 600.136(a) and (c).

600.136 Intangible property.

(a) Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. DOE reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) DOE has the right to:

(1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(d) In addition, in response to a Freedom of Information act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the DOE shall request, and the recipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the DOE obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect the costs incurred by the agency, the recipient, and applicable subrecipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

Federal Assistance Reporting Instructions (5/09)

A. MANAGEMENT REPORTING

Special Status Report

The recipient must report the following events by e-mail as soon as possible after they occur:

1. Developments that have a significant favorable impact on the project.
1. Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the award or which may require DOE to respond to questions relating to such events from the public. The recipient must report any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition:
 - a. Any single fatality or injuries requiring hospitalization of five or more individuals.
 - b. Any significant environmental permit violation.
 - c. Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes.
 - d. Any incident which causes a significant process or hazard control system failure.
 - e. Any event which is anticipated to cause a significant schedule slippage or cost increase.
 - f. Any damage to Government-owned equipment in excess of \$50,000.
 - g. Any other incident that has the potential for high visibility in the media.

B. FINANCIAL REPORTING

Recipients must complete the SF-425 as identified on the Reporting Checklist in accordance with the report instructions. A fillable version of the form is available at http://www.whitehouse.gov/omb/grants/grants_forms.aspx.

C. CLOSEOUT REPORTS

Property Certification

The recipient must provide the Property Certification, including the required

inventories of non-exempt property, located at <http://grants.pr.doe.gov>.

D. AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (RECOVERY ACT) REPORTING

Refer to the award term entitled, Reporting and Registration Requirements, of the Special Terms and Conditions for Grants and Cooperative Agreements for details on the reporting requirements under Section 1512 of the Recovery Act. The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

NATIONAL POLICY ASSURANCES TO BE INCORPORATED AS AWARD TERMS
(August 2008)

To the extent that a term does not apply to a particular type of activity or award, it is self-deleting.

I. Nondiscrimination Policies

You must comply with applicable provisions of the following national policies prohibiting discrimination:

- 1 On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as implemented by DOE regulations at 10 CFR part 1040;
- 2 On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as implemented by DOE regulations at 10 CFR parts 1041 and 1042;
- 3 On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C.6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90 and DOE regulations at 10 CFR part 1040;
- 4 On the basis of disability, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DOE regulations at 10 CFR part 1041;
- 5 On the basis of race, color, national origin, religion, disability, familial status, and sex under Title VIII of the Civil Rights Act (42 U.S.C. 3601 et seq.) as implemented by the Department of Housing and Urban Development at 24 CFR part 100; and
- 6 On the basis of disability in the Architectural Barriers Act of 1968(42 U.S.C. 4151 et seq.) for the design, construction, and alteration of buildings and facilities financed with Federal funds.

II. Environmental Policies

You must:

- 1 Comply with applicable provisions of the Clean Air Act (42 U.S.C.7401, et. seq.) and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 Comp., p. 799] and Environmental Protection Agency rules at 40 CFR part 32, Subpart J.
- 2 Immediately identify to us, as the awarding agency, any potential impact that you find this award may have on:
 - a. The quality of the human environment, including wetlands, and provide any help we may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321 et. seq.) and assist us to prepare Environmental Impact Statements or other environmental documentation. In such cases, you may take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) or limit the choice of reasonable alternatives until we provide written notification of Federal compliance with NEPA, as implemented by DOE at 10 CFR part 1021.

- b. Flood-prone areas, and provide any help we may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et. seq.), which require flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas, as implemented by DOE at 10 CFR part 1022.
- c. Use of land and water resources of coastal zones, and provide any help we may need to comply with the Coastal Zone Management Act of 1972(16 U.S.C. 1451, et. seq.).
- d. Coastal barriers along the Atlantic and Gulf coasts and Great Lakes' shores, and provide help we may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et. seq.), concerning preservation of barrier resources.
- e. Any existing or proposed component of the National Wild and Scenic Rivers system, and provide any help we may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
- f. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide any help we may need to comply with the Safe Drinking Water Act(42 U.S.C. 300h-3).

3 Comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), as implemented by the Department of Housing and Urban Development at 24 CFR part 35. The requirements concern lead-based paint in housing owned by the Federal Government or receiving Federal assistance.

4 Comply with section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962), and implementing regulations of the Environmental Protection Agency, 40 CFR Part 247, which require the purchase of recycled products by States or political subdivision of States.

III. Live Organisms

1 **Human research subjects.** You must protect the rights and welfare of individuals that participate as human subjects in research under this award in accordance with the Common Federal Policy for the Protection of Human Subjects (45 CFR part 46), as implemented by DOE at 10 CFR part 745.

2 Animals and plants.

a. You must comply with applicable provisions of Department of Agriculture rules at 9 CFR parts 1-4 that implement the Laboratory Animal Welfare Act of 1966 (7 U.S.C. 2131-2156) and provide for humane transportation, handling, care, and treatment of animals used in research, experimentation, or testing under this award.

b. You must follow the guidelines in the National Academy of Sciences(NAS) Publication "Guide for the Care and Use of Laboratory Animals"(1996, which may be found currently at <http://www.nap.edu/readingroom/books/labrats/>) and comply with the Public Health Service Policy and Government principles Regarding the Care and use of animals (included as Appendix D to the NAS Guide).

c. You must immediately identify to us, as the awarding agency, any potential impact that you find this award may have on endangered species, as defined by the Endangered Species Act of 1973, as amended (“the Act,” 16 U.S.C. 1531-1543), and implementing regulations of the Departments of the Interior (50 CFR parts 10-24) and Commerce (50 CFR parts 217-227). You also must provide any help we may need to comply with 16 U.S.C. 1536(a)(2). This is not in lieu of responsibilities you have to comply with provisions of the Act that apply directly to you as a U.S. entity, independent of receiving this award.

IV. Other National Policies

1 **Debarment and suspension.** You must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR parts 180 and 901.

2 **Drug-free workplace.** You must comply with drug-free workplace requirements in Subpart B of 10 CFR part 607, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

3 **Lobbying.**

a. You must comply with the restrictions on lobbying in 31 U.S.C. 1352, as implemented by DOE at 10 CFR part 601, and submit all disclosures required by that statute and regulation.

b. If you are a nonprofit organization described in section 501(c)(4) of title 26, United States Code (the Internal Revenue Code of 1968), you may not engage in lobbying activities as defined in the Lobbying Disclosure Act of 1995 (2 U.S.C., Chapter 26). If we determine that you have engaged in lobbying activities, we will cease all payments to you under this and other awards and terminate the awards unilaterally for material failure to comply with the award terms and conditions. By submitting an application and accepting funds under this agreement, you assure that you are not an organization described in section 501(c)(4) that has engaged in any lobbying activities described in the Lobbying Disclosure Act of 1995 (2 U.S.C. 1611).

c. You must comply with the prohibition in 18 U.S.C. 1913 on the use of Federal funds, absent express Congressional authorization, to pay directly or indirectly for any service, advertisement or other written matter, telephone communication, or other device intended to influence at any time a Member of Congress or official of any government concerning any legislation, law, policy, appropriation, or ratification.

4. **Officials not to benefit.** You must comply with the requirement that no member of Congress shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

5 **Hatch Act.** If applicable, you must comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7326), as implemented by the Office of Personnel Management at 5 CFR part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

6 **Native American graves protection and repatriation.** If you control or possess Native American remains and associated funerary objects, you must comply with the requirements of 43 CFR part 10, the Department of the Interior implementation of the Native

American Graves Protection and Repatriation Act of 1990 (25 U.S.C., chapter 32).

7 **Fly America Act.** You must comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118), commonly referred to as the “Fly America Act,” and implementing regulations at 41 CFR 301-10.131 through 301-10.143. The law and regulations require air transport of people or property to, from, between or within a country other than the United States, the cost of which is supported under this award, to be performed by or under a cost-sharing arrangement with a U.S. flag carrier, if service is available.

8. **Use of United States-flag vessels.**

a. Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)), at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds under this award, and which may be transported by ocean vessel, must be transported on privately owned United States-flag commercial vessels, if available.

b. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 9.a of this section shall be furnished to both our award administrator (through you in the case of your contractor’s bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

9 **Research misconduct.** You must comply with the government-wide policy on research misconduct issued by the Office of Science and Technology Policy (available in the Federal Register at 65 FR 76260, December 6,2000, or on the Internet at www.ostp.gov), as implemented by DOE at 10 CFR part 733 and 10 CFR 600.31.

10 **Requirements for an Institution of Higher Education Concerning Military recruiters and Reserve Officers Training Corps (ROTC).**

a. As a condition for receiving funds under an award by the National Nuclear Security Administration of the Department of Energy, you agree that you are not an institution of higher education that has a policy or practice placing any of the restrictions specified in 10 U.S.C. 983. as implemented by 32 CFR part 216, on:

i. Maintenance, establishment, or operation of Senior ROTC units, or student participation in those units; or

ii. Military recruiters’ access to campuses, students on campuses, or information about students.

b. If you are determined, using the procedures in 32 CFR part 216, to be such an institution of higher education during the period of performance of this award, we:

i. Will cease all payments to you of funds under this award and all other awards subject to the requirements in 32 CFR part 216; and

ii. May suspend or terminate those awards unilaterally for material failure to comply with the award terms and conditions.

11. Historic preservation. You must identify to us any:

a. Any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and provide any help we may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470f), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR part 800 and Executive Order 11593, "Identification and Protection of Historic Properties," [3 CFR, 1971-1975 Comp., p. 559].

b. Potential under this award for irreparable loss or destruction of significant scientific, prehistorical, historical, or archeological data, and provide any help we may need, with respect to this award, to comply with the Archaeological and Historic Preservation Act of 1974 (16 U.S.C.469a-1, et seq.).

12 Relocation and real property acquisition. You must comply with applicable provisions of 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970(42 U.S.C. 4601, et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

13 Confidentiality of patient records. You must keep confidential any records that you maintain of the identity, diagnosis, prognosis, or treatment of any patient in connection with any program or activity relating to substance abuse education, prevention, training, treatment, or rehabilitation that is assisted directly or indirectly under this award, in accordance with 42 U.S.C. 290dd-2.

14 Constitution Day. You must comply with Public Law 108-447, Div. J, Title I, Sec. 111 (36 U.S.C. 106 note), which requires each educational institution receiving Federal funds in a Federal fiscal year to hold an educational program on the United States Constitution on September 17th during that year for the students served by the educational institution.

15 Trafficking in Persons

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect;
or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term;
or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 901.
- b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
- 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 901.
- c. Provisions applicable to any recipient.
- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b. of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

V. National Policy Requirements for Subawards.

Recipient responsibility. You must include in any subaward you make under this award the requirements of the national policy requirements in Sections I through IV of this document that apply, based on the type of subawardee organization and situation.

U.S. DEPARTMENT OF ENERGY

FINANCIAL ASSISTANCE
CERTIFICATIONS AND ASSURANCES
FOR USE WITH SF 424

Applicant: City of Beverly

Solicitation No.: DE-FOA-0000013

The following certifications and assurances must be completed and submitted with each application for financial assistance. The name of the person responsible for making the certifications and assurances must be typed in the signature block on the forms.

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug Free Workplace Requirements

DOE F 1600.5, Assurance of Compliance Nondiscrimination in Federally Assisted Programs

**CERTIFICATIONS REGARDING LOBBYING;
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS;
AND DRUG FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," 10 CFR Part 606 "Governmentwide Debarment and Suspension (Nonprocurement) and 10 CFR Part 607 "Governmentwide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Energy determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADDITIONAL LOBBYING REPRESENTATION

Applicant organizations which are described in section 501(c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, are not eligible for the receipt of Federal funds constituting an award, grant, or loan.

As set forth in section 3 of the Lobbying Disclosure Act of 1995 as amended, (2 U.S.C. 1602), lobbying activities are defined broadly to include, among other things, contacts on behalf of an organization with specified employees of the Executive Branch and Congress with regard to Federal legislative, regulatory, and program administrative matters.

Check the appropriate block:

The applicant is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986? Yes No

If you checked "Yes" above, check the appropriate block:

The applicant represents that after December 31, 1995 it has has not engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust

statutes or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

4. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

ALTERNATE I (GRANTEES OTHER THAN INDIVIDUALS)

- (1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e), and (f).

- (2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: (Street address, city, county, state, zip code)

Beverly High School, 100 Sohier Road, Beverly, MA 01915

Check if there are workplaces on file that are not identified here.

ALTERNATE II (GRANTEES WHO ARE INDIVIDUALS)

- (1) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.
- (2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

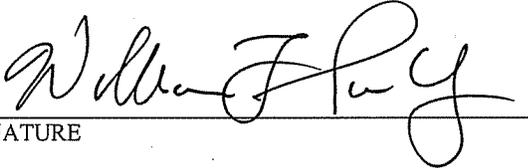
5. SIGNATURE

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Applicant: **City of Beverly, Massachusetts**

Printed Name and Title of

Authorized Representative: **William F. Scanlon, Jr., Mayor**



SIGNATURE



DATE

Nondiscrimination in Federally Assisted Programs

OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, Records Management Division, HR-422 - GTN, Paperwork Reduction Project (1900-0400), U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1900-0400), Washington, DC 20503.

City of Beverly, Massachusetts

(Hereinafter called the "Applicant")

HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L.88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub.L.93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub.L.93-438), Title IX of the Education Amendments of 1972, as amended (Pub.L.92-318, Pub.L.93-568, and Pub.L.94-482), Section 504 of the Rehabilitation Act of 1973 (Pub.L.93-112), the Age Discrimination Act of 1975 (Pub.L.94-135), Title VIII of the Civil Rights Act of 1968 (Pub.L.90-284), the Department of Energy Organization Act of 1977 (Pub.L.95-91), and the Energy Conservation and Production Act of 1976, as amended (Pub.L.94-385) and Title 10, Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subrecipient shall be required to sign a written assurance form, however, the obligation or both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to, the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal assistance funds extended by the Department of Energy, Facilities of the Applicant (including the physical plants, building, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U.S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Applicants by the Department of Energy, including installment payments on account after such data of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representation and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, the successors, transferees, and assignees, as well as the person(s) whose signature appears below and who are authorized to sign this assurance on behalf of the Applicant.

Applicant Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE).

Designated Responsible Employee

David Gelineau, Purchasing Agent
Name and Title (Printed or Typed)

(978) 921 - 6000 x2350
Telephone Number


Signature

6/16/09
Date

City of Beverly, Massachusetts
Applicant's Name

(978) 921 - 6000
Telephone Number

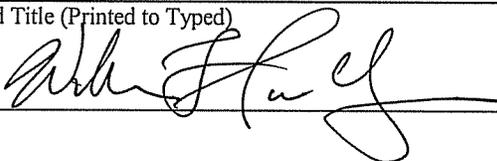
191 Cabot Street, Beverly, MA 01915
Address:

6/16/09
Date

Authorized Official:
President, Chief Executive Officer
or Authorized Designee

William F. Scanlon, Jr., Mayor
Name and Title (Printed or Typed)

(978) 921-6000 x2333
Telephone Number


Signature

16 June '09
Date

CATEGORICAL EXCLUSION (CX) FOR ENERGY EFFICIENCY AND CONSERVATION PROGRAMS FOR BUILDINGS AND FACILITIES (CX-EECBG-005)

City of Beverly, MA:

Photovoltaic Solar Panel Installation on Beverly High School Roof

The American Recovery and Reinvestment Act of 2009, Public Law 111-5, appropriates funding for the Department of Energy (DOE) to issue/award formula-based grants to states, U.S. territories, units of local government, and Indian tribes under the Energy Efficiency and Conservation Block Grant (EECBG) Program. DOE's authorization for this program is set forth in Title V, Subtitle E, of the Energy Independence and Security Act (EISA) of 2007. This CX determination is applicable to DOE elements reviewing and awarding formula-based and competitive grants under the EECBG Program, and includes, but is not limited to, EECBG Program activities under the purview of DOE-HQ Energy Efficiency and Renewable Energy, DOE Golden Field Office, and the DOE Oak Ridge Office. Energy efficiency and conservation programs for buildings and facilities would be conducted by various states, U.S. territories, units of local government, and Indian tribes.

The proposed actions would include the approval of grants for the development and implementation of energy efficiency and conservation programs for buildings and facilities within the jurisdiction of the entity. The range of activities includes the design and operation of the programs; the identification of the most effective methods for achieving maximum participation and efficiency rates; public education; measurement and verification protocols; and identification of energy efficient technologies.

There are no extraordinary circumstances related to the proposal that may affect the significance of the environmental effects of the proposal; and the proposal is not "connected" to other actions with potentially significant impacts, is not related to other proposed actions with cumulatively significant impacts, and is not precluded by 40 CFR 1506.1 or 10 CFR 1021.211. The proposed approval of grants for the development and implementation of energy efficiency and conservation programs for buildings and facilities would not result in an adverse effect to historic properties included or eligible for inclusion in the National Register of Historic Places (National Register) and would not impact sensitive resources [e.g., threatened and endangered (T/E) species, wetlands and floodplains].

 A9 is the applicable CX that covers the proposed action in the DOE NEPA Implementing Procedures, 10 CFR 1021, Subpart D, Appendix A and Appendix B.

B5.1 is the applicable CX that covers the proposed action in the DOE NEPA Implementing Procedures, 10 CFR 1021, Subpart D, Appendix A and Appendix B.

 B1.3 is the applicable CX that covers the proposed action in the DOE NEPA Implementing Procedures, 10 CFR 1021, Subpart D, Appendix A and Appendix B.

Based on my review of the above description, I have determined that the above actions are categorically excluded from further NEPA review and documentation. The DOE Contracting Officer Representative is responsible for oversight of the application of this determination.



Othalene Lawrence, DOE HQ NEPA Compliance Officer

7-23-09

Date

**CATEGORICAL EXCLUSION (CX) FOR ENERGY EFFICIENCY AND CONSERVATION
PROGRAMS FOR BUILDINGS AND FACILITIES (CX-EECBG-005)**

City of Beverly, MA:

Photovoltaic Solar Panel Installation on Beverly High School Roof

The American Recovery and Reinvestment Act of 2009, Public Law 111-5, appropriates funding for the Department of Energy (DOE) to issue/award formula-based grants to states, U.S. territories, units of local government, and Indian tribes under the Energy Efficiency and Conservation Block Grant (EECBG) Program. DOE's authorization for this program is set forth in Title V, Subtitle E, of the Energy Independence and Security Act (EISA) of 2007. This CX determination is applicable to DOE elements reviewing and awarding formula-based and competitive grants under the EECBG Program, and includes, but is not limited to, EECBG Program activities under the purview of DOE-HQ Energy Efficiency and Renewable Energy, DOE Golden Field Office, and the DOE Oak Ridge Office. Energy efficiency and conservation programs for buildings and facilities would be conducted by various states, U.S. territories, units of local government, and Indian tribes.

The proposed actions would include the approval of grants for the development and implementation of energy efficiency and conservation programs for buildings and facilities within the jurisdiction of the entity. The range of activities includes the design and operation of the programs; the identification of the most effective methods for achieving maximum participation and efficiency rates; public education; measurement and verification protocols; and identification of energy efficient technologies.

There are no extraordinary circumstances related to the proposal that may affect the significance of the environmental effects of the proposal; and the proposal is not "connected" to other actions with potentially significant impacts, is not related to other proposed actions with cumulatively significant impacts, and is not precluded by 40 CFR 1506.1 or 10 CFR 1021.211. The proposed approval of grants for the development and implementation of energy efficiency and conservation programs for buildings and facilities would not result in an adverse effect to historic properties included or eligible for inclusion in the National Register of Historic Places (National Register) and would not impact sensitive resources [e.g., threatened and endangered (T/E) species, wetlands and floodplains].

A9 is the applicable CX that covers the proposed action in the DOE NEPA Implementing Procedures, 10 CFR 1021, Subpart D, Appendix A and Appendix B.

B5.1 is the applicable CX that covers the proposed action in the DOE NEPA Implementing Procedures, 10 CFR 1021, Subpart D, Appendix A and Appendix B.

B1.3 is the applicable CX that covers the proposed action in the DOE NEPA Implementing Procedures, 10 CFR 1021, Subpart D, Appendix A and Appendix B.

Based on my review of the above description, I have determined that the above actions are categorically excluded from further NEPA review and documentation. The DOE Contracting Officer Representative is responsible for oversight of the application of this determination.



Othalene Lawrence, DOE HQ NEPA Compliance Officer

7-21-09

Date