

**AGREEMENT TO PROVIDE AND INSTALL RETROFITTED WALL SCONCES
WITH LED LIGHTS AT THE LARAMIE COUNTY COURTHOUSE**
between
LARAMIE COUNTY, WYOMING GOVERNMENT
and
QUALITY ELECTRIC.

This Agreement is made and entered into by and between Laramie County, Wyoming Government, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82001 (“COUNTY”) and Quality Electric, 671 Vista Lane, Cheyenne, WY 82009 (“CONTRACTOR”).

I. PURPOSE

The CONTRACTOR is to provide and install retrofitted wall sconces with LED lights in the Laramie County Courthouse as described in the Request for Proposal (RFP), Section 2.0, including, but not limited to, removal of existing lights, supplying and installing new LED lights, as accordance Exhibit A, consisting of twenty eight (28) pages attached hereto and incorporated by this reference..

II. TERM & COMPLETION

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in force until the project is completed by CONTRACTOR and accepted by COUNTY as set forth in the Agreement. Project completion shall be no later than August 31, 2026, unless agreed to in writing by both parties.

III. PAYMENT

COUNTY shall pay CONTRACTOR for services upon receipt of the CONTRACTOR’S invoice to the COUNTY for work performed as detailed in the Proposal attached hereto as part of Exhibit A, which is fully incorporated herein. The total payment to CONTRACTOR under this Agreement shall not exceed seventy four thousand eight hundred fifty dollars (\$74,850.00), in accordance with Exhibit B, consisting of two (2) pages, attached hereto and incorporated by this reference unless negotiated by both parties in writing. Payment will be made to CONTRACTOR for materials upon invoice to be submitted every thirty (30) business days. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall provide all materials, labor, and necessary tools and supervision for the purchase and installation of the retrofitted wall sconces with LED lights. Specifications for the scope of work can be found in Exhibit A.

- B. CONTRACTOR shall work closely with COUNTY in coordinating the project. CONTRACTOR will work with COUNTY as needed in accordance with such individuals or carriers as deemed appropriate by COUNTY.
- C. CONTRACTOR shall follow General Decision number WY20260041 dated 1/2/2026 for Davis Bacon Wage Requirements, attached and incorporated by this reference as Exhibit C, consisting of eight (8) pages.
- C. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR, which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions.
- D. CONTRACTOR agrees that the project shall be completed no later than October 31, 2026.

V. GENERAL PROVISIONS

A. Entire Agreement: The entire agreement between the parties, consisting of forty five (45) pages consists of: 1) The Agreement, seven (7) pages, 2) Exhibit A, RFP, twenty eight (28) pages, 3) Exhibit B Cost breakdown, consisting of two (2) pages, and 4) Exhibit C the Davis Bacon Wage Determination eight pages (8) pages which represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral. The Agreement and all Exhibits collectively, shall jointly be referred to as the “Entire Agreement” for the remainder of the document.

B. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of the COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this Contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

C. Preference-Wyoming Labor: Should the subject of the Entire Agreement constitute the construction, reconstruction, improvement, enlargement, alteration, or repair, of any public works project or improvement, by signature below CONTRACTOR acknowledges the requirement for the use of Wyoming labor pursuant to W.S. § 16-6-203 as amended, except in circumstances as provided by law including, but not limited to W.S. § 16-6-201 et seq.

D. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the

services shall not be construed to operate as a waiver of any rights under the Entire Agreement or of any cause of action arising out of the performance of the Entire Agreement.

E. Termination: the Entire Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of the Entire Agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

F. Assignment: Neither the Entire Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

G. Modification: The Entire Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

H. Invalidity: If any provision of the Entire Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of the Entire Agreement are fully severable.

I. Applicable Law and Venue: The parties mutually understand and agree the Entire Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning the Entire Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing the Entire Agreement. This provision is not intended, nor shall it be construed to waive COUNTY's governmental immunity as provided in the Entire Agreement.

J. Contingencies: CONTRACTOR certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with the Entire Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of the Entire Agreement.

K. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of the Entire Agreement because of race, color, gender, creed, handicapping condition, or national origin.

L. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

M. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into the Entire Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on the Entire Agreement.

N. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance upon request.

O. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and the Entire Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Entire Agreement, and shall inure solely to the benefit of the parties to the Entire Agreement.

P. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the Entire Agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from the Entire Agreement, shall engage in any conduct or activity, which would constitute a conflict of interest relative to the Entire Agreement.

Q. Insurance: CONTRACTOR shall carry liability insurance sufficient to cover its obligations under the Entire Agreement, CONTRACTOR shall furnish COUNTY with the entire policy, original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR'S obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

1. Minimum Limits of Coverage: Insurance shall be Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 or equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If CONTRACTOR maintains higher limits than the minimums shown above,

COUNTY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

2. **Primary and Non-Contributory:** For any claims related to this contract, CONTRACTOR'S insurance coverage shall be primary insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance of self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Waiver of Subrogation:** CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the Entity by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.
4. **Additional Named:** COUNTY, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. **Additional Named status shall be reflected on any certificate of insurance** and/or CONTRACTOR will provide COUNTY with a copy of the appropriate endorsement to the policy reflecting the additional named status.

R. **Force Majeure:** Neither party shall be liable to perform under the Entire Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

S. **Limitation on Payment:** COUNTY's payment obligation is conditioned upon the availability of funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Entire Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services, which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of

claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate the Entire Agreement in order to acquire similar services from another party.

T. Notices: All notices required and permitted under the Entire Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

U. Compliance with Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

V. Controlling Authority: To this extent this Agreement is inconsistent with the Attachment, or its referenced documents, this Agreement shall control.

W. Authority: By signature below, the parties agree and warrant that the signatory has authority to bind the respective parties to the terms of the Entire Agreement and that any asserted entity is not defunct or dissolved.

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**AGREEMENT TO PROVIDE AND INSTALL RETROFITTED WALL SCONCES
WITH LED LIGHTS AT THE LARAMIE COUNTY COURTHOUSE**
between
LARAMIE COUNTY, WYOMING GOVERNMENT
and
QUALITY ELECTRIC.

LARAMIE COUNTY, WYOMING GOVERNMENT

By: _____ Date _____
Chairman Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: QUALITY ELECTRIC

Signed by:
By: Sarah Averill Date 2/12/2026
B4935C9A6B67424
Name: Sarah Averill
Title: corporate officer

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

Signed by:
By: James Bush Date 2/12/2026
4E59FFDE1A214FB
Laramie County Attorney's Office
Deputy County Attorney



EXHIBIT A

REQUEST FOR PROPOSAL **For** **Retrofitting Wall Sconces with LED Lights at the Laramie County** **Courthouse (309 W. 20th Street).**

Closing Date: November 13, 2025

Purpose of RFP

Laramie County is soliciting competitive sealed proposals from qualified contractors for retrofitting existing wall sconces with LED lights at the Laramie County Government Courthouse. This project is being paid for with Federal Department of Energy Efficiency and Conservation Block Grant funds (ALN# 81.128).

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1.0 PURPOSE & OVERVIEW

Laramie County is soliciting competitive sealed proposals from qualified contractors retrofitting existing wall sconces with LED lights at the Laramie County Government Courthouse.

NOTE: *This work falls under the Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) and that the contractor shall supply Laramie County with certified payroll documentation. The Davis-Bacon and Related Acts will apply to contractors and subcontractors performing construction, alterations, or repair with federally funded or assisted contracts \$2,000 or more. Under this Act, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. A current copy of the prevailing wage will be attached to this RFP, and the award of contract shall be conditioned upon the acceptance of the wage determination.*

2.0 SCOPE OF SERVICES

Scope of Work:

1. Retrofit 105 existing wall sconces with LED lights at the Main Courthouse located at 309 W. 20th Street, Cheyenne, WY 82001.
2. Provide all equipment, supplies, labor and installation.
 - a. Respondents must visit site in person to evaluate the conditions.
3. Comply with the Davis-Bacon Wage Determinations provided.

Additional Notes:

1. The selected respondent shall provide all materials, labor and the necessary tools and supervision and ensure the work is completed safely and properly.
2. All work shall be completed in accordance with the specifications of the County and comply in every respect with the Building Laws, City Regulations County Regulations and Code Requirements (City, County, State, or National).
3. All work is to be done during normal business hours unless specific arrangements are agreed upon.
4. Proposal to include all permits and insurance as required by Laramie County and City of Cheyenne.
5. Include timeline estimate for the project start and finish dates.
6. Contractor shall ONLY repair, replace, upgrade, or install work as instructed.
7. Bidders shall visit the site and carefully examine the area in question as to conditions that may affect proper execution of the work.

8. No claims for extra costs will be allowed because of lack of full knowledge of the existing conditions unless agreed to in advance with Laramie County or Laramie County's representative.
9. All records, including digital information, video tapes and audio tapes, related to the contract services performed for the County shall be subject to the Wyoming Public Records Laws and shall be maintained and made available in accordance with those laws and public records policies and procedures of the County. Records shall be made available to the County without question upon request of the County, in accordance with the requirements of law. Citizen requests for such records shall be processed through the County. All records, including all types of electronic records, related to the contract and services performed there under shall be the property of the County at the end of the contract, or at the end of the County's fiscal year, or upon demand of the County, whichever occurs first. The County shall specify the minimum records to be maintained by the respondent. The respondent may maintain additional records at its discretion.

3.0 GENERAL TERMS & CONDITIONS

3.1 RFP Closing Date

Proposals must be received by the Laramie County Maintenance Department at 309 West 20th Street, Suite 1900, Cheyenne, Wyoming 82001 no later than **10:00 a.m., local time, November 13, 2025**. Proposals received after this time will not be considered. Tours of the proposed site can be arranged providing the tour has been scheduled in advance with the Laramie County Buildings Manager.

3.2 Delivery of Proposals

All proposals shall be sealed and delivered or mailed to (faxes and emails will not be accepted):

Jason Smallwood, Buildings Manager
309 West 20th Street, Suite 1900
Cheyenne, WY 82001

Jason -- 307-633-4388

3.3 Pre-proposal Information

No specific pre-proposal meeting will be held. Each respondent shall contact the Laramie County Buildings Manager to discuss the proposal with the County if needed and for tours/site visits.

3.4 Public RFP Opening

Only the names of the firms submitting proposals will be read aloud at the RFP opening on **November 13, 2025, at 10:15am** at the address listed above. The proposals will be available for inspection during normal business hours in the Laramie County Maintenance Office within three (3) working days of the closing date, by appointment.

A complete tabulation of proposals will be available after it is completed.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the Laramie County Maintenance Department in Cheyenne at, (307) 633-4388 at least five (5) days prior to the date.

3.6 Proposal Form

- A. See **Submittal Requirements** for complete details.
- B. Each respondent shall submit THREE (3) complete sets of the proposal form, one marked "ORIGINAL" and TWO (2) marked "COPY". The proposal shall be submitted on an exact copy of the attached proposal form.
- C. The proposal form must be signed by an official authorized to legally bind the respondent to all RFP provisions contained herein.
- D. Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.

3.7 Questions Concerning RFP

Questions concerning any portion of this RFP should be directed in writing to the Laramie County Maintenance Manager named below, who shall be the official point of contact for this RFP. Mark cover page or envelope(s) "Light Retrofit."

Submit questions to:

Jason Smallwood
Laramie County Buildings Manager
309 W. 20th Street, Suite 1900
Cheyenne, WY 82001
307-633-4388

3.8 Clarification and Addenda

It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable) through the Manager named above. The County will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written

addendum is the only official method by which interpretation, clarification or additional information can be given.

If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing the County web site. Respondents in their proposal must acknowledge receipts of amendments. **Each respondent should ensure that they have received all addenda and amendments to this RFP before submitting their proposal. Please check the Laramie County web site at <http://www.laramiecounty.com> for any addenda.**

3.9 Award

The County reserves the right to award the contract to the respondent(s) that the County deems to offer the best overall proposal(s). The County is therefore not bound to accept a proposal on the basis of lowest price. In addition, the County at its sole discretion, reserves the right to cancel this RFP, to modify the quantities of product we purchase, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. The County also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the County's best interest.

3.10 Contract

The contents of this RFP and all provisions of the successful proposal deemed pertinent by the County may be incorporated into a contract and become legally binding. A separate contract document will be issued.

The County Commissioners are the sole Contracting Officer for Laramie County, Wyoming, and only he/she or his/her designee is authorized to make changes to any contract.

The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Price Agreement. The County shall not be responsible for any order, change, substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact the Laramie County Maintenance Manager at (307) 633-4341.

3.11 Disclosure of RFP Content

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal does not affect this right.

3.12 Respondent's Responsibility

A respondent, by submitting a proposal represents that:

- A. The respondent has read and understands the RFP in its entirety that and the proposal is made in accordance therewith, and
- B. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and
- C. Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by Laramie County upon which the respondent will rely. If the respondent receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.

3.13 Payment Terms

The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.

3.14 Conflict of Interest Disclosure Form

All respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

3.15 Minor Irregularities

The County reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

3.16 Deviations

All proposals must clearly and with specific detail, note all deviations to the exact requirements imposed upon the respondent by the General Terms & Conditions. Such deviations must be stated upon the Proposal Form; otherwise, Laramie County will consider the subject proposals as being made in strict compliance with said General Terms & Conditions to respondents; the respondent being held therefore accountable and responsible. Respondents are hereby advised that Laramie County will only consider proposals that meet the exact requirements imposed by the General Terms & Conditions; except, however, said proposals may not be subject to such rejection where, at the sole discretion of Laramie County, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the RFP process by affecting the amount of the proposal such that an advantage or benefit is gained to the detriment of the other respondents.

3.17 Waiver of Claims

Once this contract expires, or final payment has been requested and made, the awarded respondent shall have no more than 30 calendar days to present or file any claims against the County concerning this contract. After that period, the County will consider the respondent to have waived any right to claims against the County concerning this agreement.

3.18 Selection Criteria

Each proposal shall be evaluated using the following criteria:

1. Proper submittal of **ALL** documentation as required by this proposal.
2. Overall scope and quality of the proposed project
3. Meeting or exceeding the requirements of the RFP.
4. Quality and compatibility of the work proposed.
5. Ability to accomplish project in a timely manner.
6. The benefits to Laramie County as it pertains to:
 - a. Related experience in the areas covered in the RFP.
 - b. Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work and ability to meet schedules.
 - c. Experience, ability, and overall quality of past and current projects

3.19 Termination / Cancellation of Contract

The County reserves the right to cancel the contract without cause with a minimum of thirty (30) days' written notice. Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered prior to the termination of the contract (i.e., reports, materials, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract.

3.20 Incurred Expenses

This RFP does not commit Laramie County to award a contract. Nor shall Laramie County be responsible for any cost or expense which may be incurred by the respondent in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.

3.21 Presentations by Respondents

Laramie County, at its sole discretion, may ask individual respondents to make oral presentations and/or demonstrations without charge to the County.

The County reserves the right to require any respondent to demonstrate to the satisfaction of the County that the respondent has the fiscal and managerial abilities to properly furnish the services

proposed and required to fulfill the contract. The demonstration must satisfy the County, and the County shall be the sole judge of compliance.

Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

3.22 Minimum Specifications

The specifications listed in the Scope of Service are the minimum required performance specifications for this RFP. They are not intended to limit competition nor specify any particular respondent, but to ensure that the County receives quality services.

3.23 Respondent's Personnel

The respondent shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position. The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended. During the performance of the contract, the respondent agrees to the following:

The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent.

The respondent agrees to post in conspicuous places visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. The respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each respondent or vendor. The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended. Any information concerning the County, its products, services, personnel, policies or any other aspect of its business learned by the respondent or personnel furnished by the respondent in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the respondent or personnel furnished by the respondent, without the prior written consent of the County.

3.24 Claim Notice

The respondent shall immediately report in writing to the County's designated representative or agent any incident which might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume' of claims experience relating to all respondent operations at the County project site.

3.25 Proposal Acceptance/Rejection

The County reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

4.0 SUBMITTAL REQUIREMENTS

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. Proposals shall be organized and sections tabbed in the following order. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include at minimum:

Tab 1 – Respondent’s Profile

A brief profile of the firm, including the firm’s overall qualifications to provide services necessary to fulfill all requirements outlined in the project Scope of Work.

Tab 2 - Completed Proposal Form (use attached form)

Tab 3 – References

List at least three (3) recent references where the equivalent projects have been conducted within the past five years.

Tab 4 – Conflict of Interest Disclosure Form

All respondents shall properly complete, have notarized and attach with their proposal the attached notarized disclosure statement. The Officers and Significant Stakeholders form shall also be completed and be submitted behind this tab.

Tab 5 - Other Information

Include any additional information you believe will assist the County in the selection process of qualified respondents. Please be succinct.

I. 5.0 Disclosures

The laws of Wyoming require that the contents of all proposals shall be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal. The entire proposal cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the vendor to permit the vendor to defend the proprietary nature of the information.

If a respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this document, the respondent shall immediately notify the issuing office. If a respondent fails to notify the issuing office of any error, ambiguity, conflict, discrepancy, exclusionary specifications, or omission, the respondent shall submit a response at its own risk and under such conditions. If the respondent is awarded a contract, then such respondent will not be entitled to additional compensation, relief, or time by reason of the error or its later correction.

The successful respondent will be expected to enter into a contract with Laramie County upon terms acceptable to the County. Respondent will be required to be registered in Sam.gov to receive federal ARPA funding as a contractor.

Following the award of the contract, responses to this proposal are subject to release as public information unless specific parts of the response can be shown to be exempt from the laws of the State of Wyoming. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. Laramie County assumes no obligation or responsibility for asserting legal arguments on behalf of potential respondents.

If a respondent believes that parts of a proposal are confidential then the respondent must so specify. The respondent must mark in bold red letters the term “**CONFIDENTIAL**” on that part of the response, which the respondent believes to be confidential. The respondent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the respondent believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Laramie County will be the sole judge as to whether a claim is general and/or vague in nature. All parts of proposals, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful proposal may be considered public information even though parts are marked confidential.

Proposals must be signed by a person authorized to commit the respondent to provide the services requested in this RFP. Submission of a signed proposal will be interpreted to mean the respondent has agreed to all terms and conditions set forth in all of the sheets which make up this RFP.

Laramie County accepts no obligations for the costs incurred in responding to this RFP in anticipation of being awarded a contract. Laramie County reserves the right to reject any and all submitted proposals. It is understood that all proposals become the property of Laramie County

and will be available for public inspection. No obligation is made by retention of these proposals, nor is Laramie County committed to awarding a contract as a result of this RFP.

Each respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this proposal. Examples of potential conflicts may include an existing business or personal relationship between the respondent, its principal or any affiliate or subcontractor, with Laramie County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the respondent, the principals, or an affiliate or subcontractor, with any employee of Laramie County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict should be disclosed. Failure to disclose any such relationship or reveal personal relationships with Laramie County employees may be cause for contract termination. Laramie County will decide if an actual or perceived conflict should result in proposal disqualification. By submitting a response to this RFP, all respondents affirm that they have not given, nor intend to give, any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a Laramie County employee or representative in connection with the procurement.

5.1 Governmental Immunity

Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. 1-39-101 *et seq.*, by issuing this RFP or by entering into any subsequent agreement. Further, Laramie County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this RFP or any subsequent agreement.

5.2 Indemnification

To the fullest extent permitted by law, the successful respondent agrees to indemnify and hold harmless Laramie County, its appointed officials, elected officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with any work performed by or on behalf of respondent for Laramie County pursuant to any agreement with Laramie County.

5.3 Termination

The selection may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of the RFP or any subsequent agreement; (b) by either party, with thirty days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

5.4 Force Majeure

Neither the respondent nor Laramie County shall be liable to perform under this RFP or subsequent agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. In every case, however, a failure to perform must be beyond the

control and without the fault or the negligence of said party.

The submission of a proposal shall be considered acceptance to all the terms and conditions provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.

PROPOSAL FORM

TO:

Jason Smallwood
Laramie County Buildings Manager
309 W. 20th Street, Suite 1900
Cheyenne, WY 82001
(307)633-4388

The undersigned hereby declares that [firm name] _____

have carefully examined the specifications to furnish: RFP –Courthouse Lighting Retrofit, for which proposals were advertised to be received **November 13, 2025. At 10:00 am** and further declare that [firm name] _____

_____ will furnish the said work according to specifications.

Proposed Cost

Total Estimated Cost for Project: \$ _____

The above prices are all inclusive; County shall pay no other forms of compensation. The County reserves the right to add additional related services that were not known at the time of the publishing of this RFP to any resulting contract, upon negotiations with awarded contractors that is mutually agreeable.

Have you supplied the Submittal Requirements outlined above? _____ YES _____ NO

Laramie County reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Proposals and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

Company _____

By _____ (Print name)

Signature _____

Address _____

City _____ State _____ ZIP _____

Telephone _____ Fax _____

E-Mail Address: _____

DUNS# _____ Fed. I.D. # _____

CONFLICT OF INTEREST & DISCLOSURE FORM

I HEREBY CERTIFY that

I (*printed name*) _____
am the (*title*) _____
and the duly authorized representative of the firm of (*Firm Name*) _____

whose address is _____

And I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

Neither the business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Building Code Regulations of Laramie County, nor has any outstanding past due debt to Laramie County; and,

This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public - State of _____

My Commission expires _____

(Printed, typed or stamped commissioned name of Notary Public)

Request for Proposal for Retrofitting Wall Sconce with LED Lights at Laramie County Courthouse



Closing Date: November 13, 2025

Jason Smallwood, Building Manager

309 West 20th Street, Suite 1900

Cheyenne WY 82001

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Respondent's profile

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Completed proposal form

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Conflict of interest form

5

Other information

TAB 1- Respondent's Profile



Quality Electric

671 Vista Lane

Cheyenne WY 82009

307-421-6836

QE1sarah@hotmail.com

To Whom it May Concern,

Enclosed please find Quality Electric's proposal for the RFP: Retrofitting wall sconce lights with LED lights at Laramie County Courthouse.

Quality Electric has performed numerous lighting replacement projects over the years. These projects have included both small scale and large scale jobs. We have worked in critical sites, such as the hospital and VA, as well as sites where the Wyoming preservation act was in place.

Having done past projects at the Courthouse, we feel we are more than qualified for this project. We feel the knowledge we have of this building will allow us to complete this project in a timely manor, with as little disruption as possible.

On Behalf of us here at Quality Electric, we would like to thank you for your interest in working with us! We are happy to answer any additional questions outside of this resume.

Sincerely,



Sarah Averill

Chief Operating Officer

Business Objective:

Quality Electric strives to provide skilled, professional electricians for a myriad of services ranging from residential to large scale commercial projects. We work with our customers to ensure satisfaction from job take off to final inspections. Quality Electric's objective is to continue to provide superior electrical services in our community, and creating a lasting reputation.

Business Timeline:

Quality Electric began in April 10, 2001 as a small, locally owned family electrical contractor primarily focusing on small scale commercial projects. Over the past 24 years, we have grown exponentially, branching into a wider spectrum of projects, including large scale commercial, residential and industrial work. Even with the growth Quality Electric has experienced, our friendly relationships with our customers remains our number one priority.

Employment:

Quality Electric currently employs 25 full time electricians. Being a union contractor, we have an abundant means to qualified electricians when needed, making it easy and convenient to employ additional electricians when higher man power is needed. Quality Electric takes pride in adequately providing appropriate man power, to meet or exceed all of our project deadlines.

Skills and Qualifications:

Quality electric employees union electricians, educated and skilled in a broad spectrum of electrical work, with over 100 years experience between the 18 personnel Quality Electric consistently employs. The following are only some of our areas of expertise:

- Commercial/ Residential/Industrial
- Complete ground up commercial builds
- Lighting replacement and upgrades
- Electrical troubleshooting
- Circuit breakers/panels
- data communications
- Electrical service upgrades
- Panel replacements
- Fire alarm install/upgrade/replacement/Troubleshooting
- commercial renovations
- Light pole bases
- Underground trenching/backfilling
- hospitals
- IR scanning
- low voltage HVAC controls,
- exterior lighting

Contracting Licensing

State Electrical Contractor License:

Quality Electric

Issue Date: 6/24/16

License #: C-1231

State Electrical Masters License:

Rickey Kempter

Issue Date: 4/5/2011

License #: M-3525

Bryan Averill

Issue Date: 5/8/15

Lic# M-44050

City Electrical Contractor License:

Quality Electric

Issue Date: 6/9/16

License #: CT-17-11482

City Electrical Masters License:

Rickey Kempter

Issued: 4/28/16

Lic# CT-17-25403

Bryan Averill

Issued: 7/13/16

Lic#CT-17-35260

State of Wyoming Certificate of Residency:

Quality Electric

NO: 0281

Quality
Electric

TAB 3-References



References

Quality Electric has had the pleasure of working with numerous contractors and owners in the community. The following are a few references:

Haselden Construction

We have worked and partnered with Haselden Construction for many years on projects. The majority of the projects we perform on with Haselden consist of hospital projects, scaling from small \$20,000 remodels to large \$1,000,000 plus projects.

Contact Information: Elizabeth Titus 307-275-0327 Elizabethtitus@haselden.com

Laramie County School District #1

We have worked with LCSD1 for numerous years. We have completed various lighting replacement projects for LCSD1 at various sites

Contact Information: Gardner Skillern 307-771-2248 gardner.skillern@laramie1.org

Cheyenne Reginal Medical Center

We have been doing business directly with Cheyenne Regional Medical Center for numerous years. We have completed numerous lighting projects for CRMC, including direct replacement and LED direct wire retrofitting projects

Contact Information: Jackie Van Cleave Facility Director 307-633-7785

Mark Crase Facility Manager 307-640-0510

Contact Information: Jerry Pribble 307-630-3387

TAB 4-Conflict of Interest Disclosure Form



CONFLICT OF INTEREST & DISCLOSURE FORM

I HEREBY CERTIFY that

I (printed name) Suzanne Kempter
am the (title) President
and the duly authorized representative of the firm of (Firm Name) Quality Electric
whose address is 671 Vista Ln Cheyenne WY 82009

And I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

Neither the business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Building Code Regulations of Laramie County, nor has any outstanding past due debt to Laramie County; and,

This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

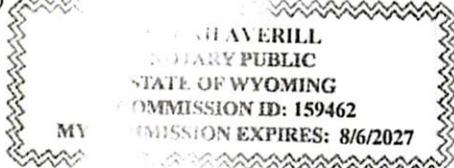
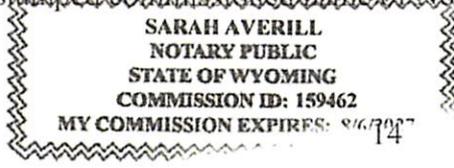
Signature: [Handwritten Signature]
Printed Name: Suzanne Kempter
Firm Name: Quality Electric
Date: 11/10/25

Sworn to and subscribed before me this 10 day of November, 2025.

Notary Public - State of Wyoming

My Commission expires 8/6/27

Sarah Averill Sarah Averill
(Printed, typed or stamped commission name of Notary Public)



TAB 5- Other Information



QE1ofWY@msn.com

671 Vista Lane Cheyenne Wyoming 82009

Phone/Fax:307-778-4174

Quality Electric **PROPOSAL/AGREEMENT**

Job Name: Retrofitting Wall Sconces with LED Lights at the Laramie County Courthouse

Date: November 13, 2025

Customer: Laramie County Courthouse

Quality Electric proposes to furnish labor and material for the RFP- Retrofitting Wall Sconces with LED lights at the Laramie County Courthouse

Remove (105) existing sconce lights and replace with new LED SPI London Wall sconce. New sconce light to be installed in existing location, mounted on existing box.

**patching and painting is not included in total cost*

2 Pricing options for the SPI London Wall sconce. If you want a painted finish instead of the solid bronze there is a cost saving!

Total Cost for brushed solid bronze finish: \$184,953.00

(one hundred eighty four thousand nine hundred fifty three dollars)

Total Cost for painted finish: \$117,478.00

(one hundred seventeen thousand four hundred seventy eight dollars)

Add Alternate: Retro sconce lights with direct wire LED lamp

-remove existing lamps and ballasts in existing sconce lights. Rewire fixtures to bypass the ballast. Provide and install (2) new direct wire LED lamps for each existing sconce light

Total cost add alternate: \$20,410.00

(twenty thousand four hundred ten dollars)



STATE OF WYOMING

CERTIFICATE OF RESIDENCY



Contractor Number: 0281

QUALITY ELECTRIC

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED. GRANTED THIS 2ND DAY of FEBRUARY TWO THOUSAND AND 25

A handwritten signature in black ink, appearing to read "Michele Johnson".

Michele Johnson, Program Manager

EXPIRATION DATE: 2/1/2026



To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
wyomingworkforce.org/businesses/labor/info

CERTIFICATE SERIAL NUMBER: 020220518



**STATE OF WYOMING
DEPARTMENT OF FIRE
PREVENTION AND
ELECTRICAL SAFETY**



Quality Electric

LICENSE NUMBER
C-1231



EXPIRATION DATE
07/01/2026

EXHIBIT B

QE1ofWY@msn.com 671 Vista Lane Cheyenne Wyoming 82009

Phone/Fax:307-778-4174

Quality Electric
PROPOSAL/AGREEMENT

Job Name: Retrofitting Wall Sconces with LED Lights at the Laramie County Courthouse

Date: January 22, 2026

Customer: Laramie County Courthouse

Quality Electric proposes to furnish labor and material for the RFP- Retroffiting Wall Sconces with LED lights at the Laramie County Courthouse

Item #1: Sconce Light Retro

-remove existing lamps and ballasts in existing sconce lights. Rewire fixtures to bypass the ballast. Provide and install (2) new direct wire LED lamps for each existing sconce light

**patching and painting is not included in total cost*

Total cost Item #1: \$20,410.00

(twenty thousand four hundred ten dollars)

Item #2: Recessed can light Retro

-retro fit (365) existing recessed can lights to new LED downlight. New LED recessed light to be installed in existing can light housing. We will remove the existing lamp/ballast and direct wire the new LED light.

Existing circuitry to remain.

No EM battery back up lights figured in total cost

Total cost Item #2: \$40,590.00

(forty thousand five hundred ninety dollars)

Item #3: Courtroom sofit lighting

-remove (132) existing 4ft T8 lamps and replace with LED direct wire 4ft lamp in the court rooms and surrounding areas. Included in the total cost is disposal of existing lamps, and providing new shunted tombstone ends if needed.

No EM battery back up lights figured in total cost

Work to be done during normal business hours.

Total cost Item #3: \$13,850.00

(thirteen thousand eight hundred fifty dollars)

EXHIBIT C

"General Decision Number: WY20260041 01/02/2026

Superseded General Decision Number: WY20250041

State: Wyoming

Construction Type: Building

Counties: Wyoming Statewide.

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

Modification Number Publication Date
0 01/02/2026

SAWY2025-001 05/01/2025

	Rates	Fringes
Asbestos Removal, Abatement and Demolition.....	\$ 23.00	0.00
Blinds/Window-Covering Installer.....	\$ 11.96	0.00
Boilermaker.....	\$ 38.42	32.82
Bricklayers and Masons.....	\$ 32.87	14.52
Carpenters and Joiners.....	\$ 29.05	5.48
Carpet, Linoleum and Resilient Tile Layers.....	\$ 40.00	0.00
Cement Masons/Plasterers.....	\$ 28.00	4.20
Electricians.....	\$ 35.17	14.33
Elevator Constructors.....	\$ 56.57	41.83
Fire Sprinkler Installers.....	\$ 35.69	9.36
Fire System Installers (non-water).....	\$ 31.77	7.05
General Laborers (Group 1).....	\$ 22.77	2.68
Axmen, hand faller; Bin wall installer; Bituminous curb builder; Burner (cutting torch); Car or truck loader; Concrete saw; Concrete vibrator; Concrete worker; Creosote material		

handler; Dumpman; Erector/Installer (includes fences, guardrail, guideposts, etc.); Flagman; Form setter; Form stripper; General laborer; Hand operated vibrator roller; Jackhammer/pavement breaker; Landscaper; Material handler; Mechanical form cleaner; Mortarman; Nozzleman; Pipe setter; Pipe wrapper; Power saw operator; Power type concrete buggy; Pre-watering, pre-irrigation, and pre-wetting work; Riprap man, Rodman; Sandblaster & pot tender; Shoring & lagging open ditch; Signalmen; Scissorman or hopperman; Stake jumper; Tamper Operator; Tar & asphalt tender; Toolroom man; Wrecking & demolition crews; Unloading and packing

Glaziers.....	\$ 24.62	4.64
Ironworker.....	\$ 33.68	12.69
Limited Electricians (90 Volt or Less).....	\$ 32.62	6.43
Marble, Tile and Terrazzo Setters.....	\$ 36.00	12.00
Mechanical, Heat and Frost Insulation.....	\$ 25.50	2.63
Millwright Machinery Workers.....	\$ 40.19	20.79

Operating Engineers (Group 1)....\$ 30.68 7.61
 A-frame truck; Air Compressor; Asphalt plant fireman/oiler; Auger machine (post hole digger); Brakeman; Broom operator; Bump grinder operator; Cableway signalman; Chip spreader operator; Concrete mixer (up to 1 yard); Concrete saw operator; Farm type tractor; Forklift operator; Form grader; Generator operator; Gunitite and granite machine; Heater operator; Heavy duty repairman; Hopperman; Joint machine operator; Locomotive Fireman; Longitudinal float operator; Lubrication & Service engineer; Material hoist operator; Mechanical conveyor; Motorman; Oil distributor; Pavement breaker; Pump operator; Pumpcrete operator (up to 4 inches); Rodman/Rear chainman; Screed operator; Screening plant operator; Tamper & similar machines; Tire repairman; Tugger hoist; Underground freeze unit; Welding machine operator

Operating Engineers (Group 2)....\$ 30.68 7.61
 Asphalt plant operator; Backhoe operator; Cableway operator; CMI machine & similar operator; Compactor operator; Concrete batch plant operator; Crushing plant operator; Double drum hoist; Drilling machinery operator; Elevating grader; Front-end loader (up to 1.5 yards); Hydro-blast operator; Jumbo form operator; Kolman type loader; Locomotive Engineer; Man lift elevator operator; Mixer operator (over 1 yard); Mucking machine operator; Paving machine operator; Pumpcrete operator (over 4 inches); Roller operator; Sub-grading machine operator; Tractor with power attachments; Trenching machine

operator

Operating Engineers (Group 3)....\$ 30.68 7.61
 Dozer/pushcat; Dual drum mixer; Hydro crane (under 15 tons);
 Motor patrol-general; Scraper; Sideboom cat operator; Rigger;
 Pugmill equipment operator

Operating Engineers (Group 4)....\$ 30.68 7.61
 Finisher dozer operator; Hydro crane (15 to 30 tons); Loader
 operator (1.5 yards to 4 yards); Piledriver; Shovel, Dragline
 & Clamshell (2 yards)

Operating Engineers (Group 5)....\$ 30.68 7.61
 Carry lift operator; Cranes (under 25 tons); Grade-all;
 Instrument man; Loader operator (4 to 8 yards); Mole operator;
 Motor patrol-finisher; Pumpcrete-mobile crane or truck

Operating Engineers (Group 6)....\$ 41.25 9.91
 Cranes (25 to 50 tons); Four drum hoist; Heavy duty repairman,
 welder; Hydrocrane (30 to 50 tons); Loader operator (over 8
 yards); Scraper operator, tandem

Operating Engineers (Group 7)....\$ 41.25 9.91
 Cranes (over 50 tons); Shovels, Draglines, & Clamshells (over
 2 yards); Wheel excavator

Painters and Allied Trades.....\$ 27.12 0.00

Plumbers and Pipefitters.....\$ 36.94 9.49

Roofers.....\$ 22.77 0.00

Semi-Skilled Laborers (Group
 2).....\$ 25.40 2.68
 Asphalt raker & tamper; Brakeman and vibrator man; Gunitite
 nozzleman; High Scalar; Mucker & bull gang laborer;
 Sandblaster nozzleman; Sewer pipe installer

Sheetmetal Workers.....\$ 31.20 6.59

Sheetrock and Drywall
 Installers.....\$ 29.76 5.16

Tenders (Group 4).....\$ 25.40 3.99
 Blaster/Powderman; Carpenter tender; Cement mason tender;
 Chuck tender; Drill operators for blasting & grouting; Fork
 lift operator; Hod carriers; Nipper; Piling/caisson worker;
 Plasterer tender; Scaffold builder; Spaders; Terrazzo tenders;
 Tile setter tenders; Top man or top lander; Tuggers; Tunner &
 underground worker

Truck Drivers (Group 1).....\$ 25.96 3.83
 Cement truck (under 10 yards); Dump truck (under 13 cubic
 yards); Flat rack truck; Flex boom-single axle & twin screw;

Forklift operator; Fuel/grease truck; Grease/service person; Lumber carrier; Material checker; Pickup truck driver; Truck driver distributor; Truck mechanic; Warehouse person; Water truck (single axle)

Truck Drivers (Group 2).....\$ 29.64 9.22

Cardex person; Cement mixer (over 10 yards); Dump truck (over 13 cubic yards); Dumpster type equipment; Expeditor; Highboy, Lowboy, Floats, Semi-truck; Lead warehouse person; Scale person/checker/spotter; Snow plow; Tire repairman; Truck/diesel mechanic; Water truck (semi, tandem axle, Euclid); Winch Pole-A-Frame

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

END OF GENERAL DECISION

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