



Upward Broadband

Requests For Proposal

Concrete, Site Preparation and Delivery Service

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* Forms must be completed and returned with **all** other requested information to be considered.

1.0 Introduction

Upward Broadband Request for Proposal Concrete Delivery

Upward Broadband LLC, is seeking one or more Proposers to provide site preparation including rebar for a concrete foundation along with the delivery of concrete for a foundation that will house a self-supporting 195' communications tower. Additional details for the specifications required are located in Appendix D. The contractor(s) shall provide sufficient staffing, equipment and supervision to accomplish the work requested. The successful bidder (s) will be required to provide all necessary labor, materials, removal, equipment, supervision, and transportation to perform these specifications.

This work falls under the Pennsylvania Prevailing Wage Act and the selected Proposer will supply Upward Broadband with certified payroll documentation for the certified workers. The Prevailing Wage Act will apply to contractors and subcontractors performing construction, alteration, or repair with federally funded or assisted contracts. Under this Act, contractors shall be required to pay wages specified in a wage determination made by the Pennsylvania Department of Labor. In addition, contractors shall be required to pay wages not less than once a week. A current copy of the prevailing wage is attached as Appendix B and the Proposer shall attach a copy of the prevailing wage to their bid proposal.

The primary contact for questions regarding this Proposal will be:

Art Horn
Senior Project Manager
Upward Broadband LLC
3105 Lincoln Highway East
Paradise, PA 17562
717-809-7448
ahorn@upwardbroadband.com

2.0 General Instructions to Responders

1. Any additions to, alterations, erasures, or omissions of required information, or change of specifications, is done at the risk of the responder and may result in rejection of the submitted Proposal.
2. Submitting a Proposal when it is intended to sublet the contract is cause for rejection of your RFP or cancellation of the contract, unless approval is given in writing by Upward Broadband prior to the Proposal opening.
3. In case of error in the extension of prices, the unit price shall govern.
4. The contract will not be awarded to any corporations, firms or individuals who have failed previously in performing work or guaranteeing delivery with Upward Broadband.
5. It is expressly understood and agreed that any inspection of materials and workmanship by the purchasing or issuing department will in no way lessen the responsibility of the contractor or release him/her from obligations to perform and deliver satisfactory work and materials. The contractor agrees to pay the cost of all tests for defective materials and to allow the cost to be deducted from any money due him/her from Upward Broadband.
6. When the contract has been duly signed, the contractor may secure instructions from Upward Broadband pertaining to the procedure of the work or delivery
7. Upward Broadband reserves the right to reject any and or all RFP's or specifications when deemed as the best interest for the project. Upward Broadband may cancel the award at any time before the execution of the contract.
8. Upward Broadband will reject all materials that do not meet the required specifications.
9. The material and equipment should be delivered as follows:
 - a. All materials required for the tower foundation, the personnel, plus the concrete/ shall be delivered to the Waterfall tower site, address provided to the winning proposer.
10. The party or parties proposing upon this Proposal to whom the award or awards are made may be required to enter into a contract with Upward Broadband within thirty (30) to sixty (60) days after notification. Failure of proposer to do so, shall result in the cancellation of the award and forfeiture of the Proposal bond and/or Proposal deposit which shall become the absolute property of Upward Broadband.
11. The responder or responders to whom the contract is awarded agree(s) to release Upward Broadband from all suits or action of any nature or description brought against it for or on account of the use of patents, appliances, products, or processes.
12. All RFP's must be made on Proposal blanks attached to these specifications and made part thereof, and must be emailed directly to ahorn@upwardbroadband.com and cpickel@upwardbroadband.com .
13. Responders must write or print the figures in ink or it must be typewritten.
14. A Proposal which is incomplete, obscure, conditional or unbalanced or which contains additions not called for or irregularities of any kind or alterations may be rejected.
15. Upward Broadband will not be liable for any costs incurred by the Proposers in preparing, submitting, or presenting Proposals.

3.0 Instructions to Proposers

Submission of Proposals

It is intended that each Proposal furnish the information requested by this RFP. Unless specifically requested, promotional literature is not wanted and will not be considered to meet any of the requirements of this RFP.

Each Proposal shall include a Letter of Bid Intent, not to exceed two pages in length. The Proposal must bear the signature of an authorized representative of the Proposer making the offer and must designate by name not more than two individuals authorized to negotiate and sign the contract with Upward Broadband on behalf of the Proposer. The Letter of Bid Intent may also briefly set forth any particular information the Proposer wishes to bring to Upward Broadband attention.

The Proposer shall deliver one (1) copy of the Proposal electronically to:

ahorn@upwardbroadband.com
cpickel@upwardbroadband.com

Upward Broadband reserves the right to accept or reject any or all Proposals.

3.1 Schedule of Events

June 4, 2024	RFP released to vendors
June 6, 2024	Notification of intent to bid should be emailed to ahorn@upwardbroadband.com and cpickel@upwardbroadband.com by 11:59 pm.
June 7, 2024	Last date for questions/clarifications for Proposers. Questions must be in writing, email is acceptable and encouraged.
June 11, 2024	Response closed 11:59 pm EST (<u>NO PROPOSALS</u>) accepted after this time.
June 14, 2024	Proposer notification
June 17, 2024	Begin work with selected Proposers on delivery details

3.2 Proposers Examination of the RFP

Proposers shall examine all information and materials contained in and with this RFP. Failure to do so shall be at the Proposer's risk.

3.3 Proposals Considered Firm

All Proposals in response to the RFP will be considered firm and cannot be withdrawn until 60 days after the scheduled Proposal due date or until the award of a contract to a Proposer, whichever comes first.

3.4 Withdrawal of Proposals

Proposal may be withdrawn by written notice received by Upward Broadband, prior to the Proposal due date and time.

3.5 Required Insurance

Liability Insurance

The Proposer shall carry insurance for contractor's liability, auto and truck, worker's compensation, owner's protective liability and fire with extended coverage along with builder's risk insurance.

Worker's Compensation Statutory
Employer's Liability Statutory
Automobile Liability \$1,000,000 combined single limit
Comprehensive General Liability with following minimum coverage
General Aggregate \$2,000,000
Products-Comp/Ops Aggregate \$2,000,000
Personal & Advertising Injury \$1,000,000
Each Occurrence \$1,000,000
Fire Damage \$50,000
Medical Expense (any one person) \$5,000

The requirements of this clause are applicable to any and all subcontracts and subcontractors performing work under this contract. The Proposer shall not subcontract, transfer, or sublet any portion of this work covered by these specifications without prior written consent from Upward Broadband.

Certificates of Insurance acceptable to Upward Broadband shall be filed prior to any delivery of goods. These certificates shall contain a provision that coverages afforded under the policies

will not be canceled or changed until at least ninety (90) days' from when written notice has been given to Upward Broadband. The insurance shall also name Upward Broadband as an additional insured as its interests may appear.

The successful proposer shall be solely responsible for the compliance of subcontractors, if applicable, with the listed insurance requirements.

3.6 Miscellaneous

The successful Proposer will provide a project Proposal that includes a delivery date and flexibility for delays Upward Broadband may experience as a result of project site preparation.

A break-out of costs along with the total costs should be included along with details surrounding the Proposer payment timeline and requirements. The Proposer may not require all funds to be paid in full before the delivery of the requested product.

3.7 Legal Conditions

Bid Bond - Each bid submitted must be accompanied by a certified check, cashier's check, or a treasurer's check drawn to the order of Upward Broadband in the amount of ten (10) percent of the total bid submitted by each bidder and shall be enclosed with the bid. In lieu of a check, a Bid Bond with surety acceptable to Upward Broadband in like amount may be tendered. All bonds shall be issued by companies such as will be acceptable to the owner, and which are authorized to transact business in Pennsylvania.

In the event the complete bid totals less than \$25,000, a bid bond or a certified check will not be required.

Checks will be returned promptly to all bidders after the successful bidder has furnished and properly signed all contract documents and submitted the required performance bond. The successful bidder must complete and deliver all contract documents within ten (10) business days from the date on the email in which Upward emails the award information. If the bidder to whom an award is made fails or refuses to execute the contract within the specified and allowed time for completion, Upward Broadband reserves the right to take action. This may involve deducting and retaining from the monies due to the bidder, or from the deposit required by the aforementioned paragraph, a sum sufficient to cover the difference between the awarded price and the price that Upward Broadband may be obliged to pay for procuring the work, service, and/or merchandise from other sources.

Payment and Performance Bond - Upward Broadband is requiring the successful vendor to submit both a payment and performance bond in the amount of one hundred (100) percent (100%) of the total value of the award within ten (10) business days of the email date in which Upward Broadband emails the award notification.

Litigation - Any litigation pertaining to this RFP shall be under the laws of the Commonwealth of Pennsylvania and the County of Lancaster.

Davis-Bacon and Pennsylvania Prevailing Wage Act will be required.

The work to be performed is subject to comply with all requirements of Pennsylvania's Prevailing Wage Act and the Davis-Bacon and Related Acts (collectively "Prevailing Wage Act"), as the same may be amended from time to time. Attached and incorporated herein for full by reference, as Appendix B, is a portion of the Davis-Bacon and Related Acts regulation, specifically 29 C.F.R. Section 5.5, which is incorporated verbatim. Further, as this is a Prevailing Wage Act project, the applicable Prevailing Wages and Wage Rate Sheets are attached as Appendix C. The Proposer expressly acknowledges the inclusion of these Appendix and that performance hereunder is subject to compliance with the requirements.

The Proposer shall pay at least the wage rates as in the Prevailing Wage Rate Sheet and shall comply with the conditions of the Pennsylvania's Prevailing Wage Act and the Davis-Bacon and RElated Acts, and the regulations issued thereto, to assure the full and proper payment of the rates.

Workmen employed in the performance of the awarded Proposer shall be paid at least the general prevailing minimum wage rates, including contributions for employee benefits, and other provisions to assure payment thereof as set forth in the Prevailing Wage Act.

Prevailing Wage Act requirements apply to work performed on the subcontract by the awarded Proposer and to work performed on the subcontract by any of the awarded Proposer's sub-subcontractors.

The awarded Proposer shall include, and shall also require all of its sub-subcontractors and suppliers to include, the language set forth in this Article 7 regarding Prevailing Wage Act compliance in all of its subcontracts and purchase orders for any portion of work completed on the project.

No workmen may be employed on the public work except in accordance with the classifications set forth in the Prevailing Wage Rate Sheet attached. If additional or different classifications are necessary, the procedure(s) set forth in the applicable Prevailing Wage Act shall be strictly followed.

Nothing in this RFP to the awarded Proposer, any subsequent work order issued hereunder, the act or this title prohibits the payment of more than the general prevailing minimum wage rates as determined by the Secretary to a workman on public work.

The awarded Proposer shall post for the entire period of construction the wage determination which is attached , including the effective date of changes thereof, in a prominent and easily accessible place or places at the site of the work and at the places used by the Proposer to pay workman wages. The posted notice of wage rates with all requirements of the Prevailing Wage Act.

The awarded Proposer shall keep an accurate record showing the name, individual identifying number, craft or classification, number of hours worked per day, hourly rate of wage paid, including legally permissible employee benefits, and net wages paid to each workman employed by him in connection with the project. The record shall include legally permissible deductions from each workman.

The awarded Proposer shall comply with all statutory state and federal requirements and regulations associated with apprenticeship, including but not limited to qualifications for use of apprentices, allowable ratios, payment rates for apprentices, and maintenance of records associated with payment rates, apprentices used, apprenticeship programs, and certification of programs.

The awarded Proposer shall file and maintain documentation in support of their payment of certified payroll on Form WH-347 and such other documentation as may be required by law, and submit such Form to Upward Broadband on a weekly basis, including a duly executed statement of compliance from an authorized representative of the awarded Proposer attesting to the fact that (i) all laborers and workmen have been paid the amount reflected on the certified payment and (ii) such amount is compliant with the Prevailing Wage Act.

For audit purposes, all records associated with certified payroll and compliance with the Prevailing Wage Acts shall be preserved for not less than three (3) years from the date of completion of the awarded Proposer's work and shall be available at reasonable hours to the inspection by Upward Broadband, or any applicable government authority.

To the fullest extent permitted by law, the awarded Proposer shall indemnify, defend, and hold harmless Upward Broadband from or against any violation by the awarded Proposer or any party whose acts the awarded Proposer may be liable of the Prevailing Wage Act, Davis-Bacon and Related Acts, and any other similar local, state, or federal rules, laws, regulations, ordinances, and statutes. The awarded Proposer sub-subcontractors and suppliers shall be bound by this provision and the awarded Proposer shall incorporate the requirements of this provision in all contracts with sub-subcontractors and suppliers for the project. This section shall survive the termination or completion of the awarded Proposer's agreement.

The awarded Proposer will employ all workers it engages to perform the work under this project. Under no circumstances does Upward Broadband and the awarded Proposer intend to be a joint employer as defined by the National Labor Relations Board. The

awarded Proposer shall be solely liable and responsible to pay any and all wages (including overtime), employee benefits, and premiums and/or benefits under workers' compensation, disability benefits, or unemployment insurance for any Subcontractor Employee. The awarded Proposer shall be solely liable and responsible to withhold and pay and all employment taxes and income tax withholding taxes for any awarded Proposer employee.



4.0 General Conditions

4.1 Pricing, and Payments

Negotiated prices shall be firm and not subject to increase during the term of any contractual agreement arising between Upward Broadband and the successful Proposer as a result of the RFP.

4.2 Open Procurement

Upward Broadband reserves the right to purchase more services at the unit price offered in the Proposers system, unless the Proposer specifically and explicitly limits the response in this regard. Upward Broadband reserves the right to negotiate with Proposers regarding variations to the original Proposal that may be in the best interest of Upward Broadband. Upward Broadband reserves the right to accept or reject any and or all Proposals.

4.3 United States Made Steel Preference

Upward Broadband prefers the use of United States made steel for the proposed project. If US made steel will be used, the Proposer will need to include a statement accordingly.

If the Proposer certifies in the Proposal process and is successful in securing the project, a certificate must be produced validating that the steel used was manufactured in the United States.

4.4 Services and Product

All preparation work for the concrete foundation plus the concrete work itself shall be performed by qualified and experienced personnel. The work must be completed as per the specifications provided by the designated tower supplier leveraging the documents provided by said tower supplier.

Upward Broadband will accept a concrete volume in the amount of the specifications attached as Appendix D for the tower foundation.

4.5 Statement of Time

A period of time, unless stated as a number of workdays, shall include Saturdays and Sundays. Holidays should **not** be included.

4.6 Qualifications of Proposers

The Proposers must demonstrate they are in compliance with all state, county, and local laws and ordinances and are not delinquent with all taxing agencies including federal, state, county, and local throughout the United States.

4.7 Equal Employment Opportunity

During the performance of this contract, the Proposer agrees as follows: The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicapped status, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and the Employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following; employment upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. In the event of the Proposer's noncompliance with the nondiscrimination clause of the contract or with any of such rules, regulations, or orders this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts with Upward Broadband.

The Proposer must take all necessary affirmative steps to assure that minority businesses, womens' business enterprises, and labor surplus area firms are used whenever possible.

4.8 Indemnification

The Proposer will indemnify, defend and hold Upward Broadband, its Manager and Council, its employees and agents harmless from all claims, demands, costs, expenses, liabilities and losses including reasonable attorney's fees which may arise against Upward Broadband, employees and agents as a consequence of any action or claim arising out of the Proposer's malfeasance, neglect or omission.

The Proposer will be responsible for any damage to property caused by Proposer or his agents. The Proposer further covenants and agrees to assume and does hereby assume all liability for, and shall and does agree to, indemnity and save harmless the participating entities against any and all loss, costs, suits, claims, charges or damages arising from injuries sustained by mechanics, laborers, workmen, or by any person or persons whatsoever, to their persons or property, whether employed in and about the said work or otherwise, by reason of any

accidents, damages or injuries, torts, or trespasses happening in and about, or in any way incident to, or by reason of the performance of this contract and the performance of said work and labor, including costs, counsel fees, and all expenses of defense, and agrees to carry the usual property damage and liability insurance to furnish certificates thereof, when required by the participating entities or the Joint Purchasing Board.

4.9 Proposal Format

The Proposal shall contain the following sections, each clearly labeled with the section number at the top of the page, in the order and format described below:

In the case the proposer is a dealer and not a manufacturer, the dealer is to assume all of the responsibilities that are outlined in this RFP.

<u>Section</u>	<u>Description</u>
1.	Letter of Bid Intent, signed by a principal of the Proposer who is authorized to negotiate on behalf of the Proposer.
2.	Executive Summary.
3.	Proposer using steel made in the United States must make that certification within their Proposal.
4.	Exceptions to the General Conditions Section.
5.	Explanation of “Exceptions” taken in (3) above. Note that any “clarifications” provided for sections or numbered paragraphs that have been asserted to be in compliance in (4) above will generally negate a “comply” statement; this will cause the Proposer to be judged non-compliant with that section or paragraph. This does not necessarily mean, however, the Proposal will be rejected.
6.	Company description, qualifications to include: EIN, and Bank reference.
7.	At least three (3) references of similar foundations furnished with contact name, phone number, email address, address of customer, approximate date installed, and actual project timeline from award

- of contract through final equipment shipment to acceptance.
8. Proposed services and any ongoing support, warranty, and maintenance recommended.
 9. A project management Proposal including the overall project schedule from order acceptance to site delivery. If the Proposer is a dealer and not a manufacturer it is their responsibility to provide this service.
 10. Delivery schedule and the flexibility that exists with that schedule.
 11. Completed Cost Sheets (Appendix A), with comprehensive, itemized pricing for each element of the Proposers Proposal and a summary of the total cost for all proposed elements. Both non-recurring and recurring (if any) costs shall be listed. If additional space is needed, an additional sheet can be included. The Proposer should include any and/or all payment requirements.
 12. Resumes of key staff involved in the design, implementation, and management of the project.
 13. Non-Collusion Affidavit
 14. Debarment Certification Form

4.10 Submission Instructions:

All submissions are to be sent electronically to ahorn@upwardbroadband.com and cpickel@upwardbroadband.com with all required documentation.

The timestamp must be prior to 11:59 pm EST on June 11, 2024.

4.11 Selection Process

The selection of a Proposer to provide site preparation, personnel and concrete by Upward Broadband is an important task. Upward Broadband recognizes that several Proposers can provide the equipment and support that would adequately meet the needs of Upward Broadband. Upward Broadband will exercise both objective and subjective rationale in this selection process. This process is outlined in the upcoming pages. This RFP is intended to provide interested Proposers with consistent information regarding the conditions for submitting

Proposals. In responding to this RFP, Proposers shall adhere to the established format. In complying with the format, comparable objective data will be available for review and analysis by Upward Broadband.

4.12 Proposal Evaluation Criteria

The criteria upon which the evaluation of the Proposals will be based, but is not limited to, the following:

1. Total cost of product and services required by Upward Broadband, and all other items constituting total price. A contract will not necessarily be awarded for the lowest price.
2. Proposers overall past performance and support including reputation with customers, reports, and overall ability to commit to this project.
3. Completeness of Proposal.
4. Quality and depth of references.
5. Quality and extent of the documentation to be provided.
6. Delivery timeframe commitments.
7. Warranty, and maintenance support if required, terms and conditions.
8. Fewest exceptions to specifications.

Upward Broadband will select the Proposer who, in their opinion, has made the best overall Proposal and shall award the contract to that Proposer. Final selection will be made by Upward Broadband and they may reject any or all received Proposals.

5.0 Terms and Conditions

Warranty and Extended Maintenance

Proposer is to clearly identify in a synopsis the details of any manufacturer's warranty for the product, if applicable.

Warranty

1. Proposer to provide all details of the warranty accompanying the work.

6.0 Required Services

Implementation

The successful proposer will have to coordinate the work, delivery schedules and any offloading requirements with Upward Broadband Senior Project Manager, Art Horn or Foreman, Marlin Hostetter.



Appendix A

Upward Broadband Concrete Delivery

Cost Sheet

TOTAL

Proposers total cost captured on this sheet should include all materials for preparing the tower site for the concrete foundation plus all materials to complete, the labor, and the concrete itself for the foundation.



TOTAL \$ _____

Appendix B

<https://www.ecfr.gov/current/title-29/section-5.5>



This content is from the eCFR and is authoritative but unofficial.

Title 29 – Labor

Subtitle A – Office of the Secretary of Labor

Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)

Subpart A – Davis-Bacon and Related Acts Provisions and Procedures

Source: 48 FR 19540, Apr. 29, 1983, unless otherwise noted.

Authority: 5 U.S.C. 301; Reorganization Plan No. 14 of 1950, 5 U.S.C. appendix; 28 U.S.C. 2461 note; 40 U.S.C. 3141 *et seq.*; 40 U.S.C. 3145; 40 U.S.C. 3148; 40 U.S.C. 3701 *et seq.*; Secretary's Order No. 01-2014, 79 FR 77527; and the laws referenced by § 5.1(a).

Source: 48 FR 19541, Apr. 29, 1983, unless otherwise noted.

Editorial Note: Nomenclature changes to subpart A of part 5 appear at 61 FR 19984, May 3, 1996.

§ 5.5 Contract provisions and related matters.

Link to an amendment published at 88 FR 57734, Aug. 23, 2023.

(a) **Required contract clauses.** The Agency head will cause or require the contracting officer to require the contracting officer to insert in full, or (for contracts covered by the Federal Acquisition Regulation (48 CFR chapter 1)) by reference, in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the laws referenced by § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) **Minimum wages –**

(i) **Wage rates and fringe benefits.** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph (a)(1)(v) 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. 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 classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must 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) **Frequently recurring classifications.**

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) **Conformance.**

(A) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

- (C) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.
 - (D) 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 will, by email to DBAconformance@dol.gov, 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.
 - (E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must 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.
 - (iv) **Fringe benefits not expressed as an hourly rate.** 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (v) **Unfunded plans.** 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, in accordance with the criteria set forth in § 5.28, 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.
 - (vi) **Interest.** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.
- (2) **Withholding** –
- (i) **Withholding requirements.** The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this

section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(3) **Records and certified payrolls –**

(i) **Basic record requirements –**

- (A) **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- (B) **Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

- (C) **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.
 - (D) **Additional records relating to apprenticeship.** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.
- (ii) **Certified payroll requirements –**
- (A) **Frequency and method of submission.** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
 - (B) **Information required.** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

- (C) **Statement of Compliance.** Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
 - (1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;
 - (2) That each laborer or mechanic (including each helper and apprentice) working 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 29 CFR part 3; and
 - (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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (D) **Use of Optional Form WH-347.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(C) of this section.
- (E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- (F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- (G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- (iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- (iv) **Required disclosures and access –**
 - (A) **Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or

transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) **Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) **Required information disclosures.** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) **Apprentices and equal employment opportunity –**

(i) **Apprentices –**

(A) **Rate of pay.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an

apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (B) **Fringe benefits.** Apprentices must 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, fringe benefits must be paid in accordance with that determination.
 - (C) **Apprenticeship ratio.** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
 - (D) **Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
- (ii) **Equal employment opportunity.** The use of apprentices and journeyworkers under this part must 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) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.
 - (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 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 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 40 U.S.C. 3144(b) or § 5.12(a).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
 - (iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.
- (11) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
 - (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
 - (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
 - (iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.
- (b) **Contract Work Hours and Safety Standards Act (CWHSSA).** The Agency Head must cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1) through (5) of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by paragraph (a) of this section or 29 CFR 4.6. As used in this paragraph (b), the terms "laborers and mechanics" include watchpersons 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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$32 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).
- (3) **Withholding for unpaid wages and liquidated damages –**
- (i) **Withholding process.** The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
- (ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - (B) A contracting agency for its reprocurement costs;
 - (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - (D) A contractor's assignee(s);
 - (E) A contractor's successor(s); or
 - (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- (4) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by

any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- (5) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
 - (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
 - (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
 - (iv) Informing any other person about their rights under CWHSSA or this part.

(c) **CWHSSA required records clause.** In addition to the clauses contained in paragraph (b) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by § 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) **Incorporation of contract clauses and wage determinations by reference.** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) **Incorporation by operation of law.** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by § 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the

application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	OMB Control No.
(a)(1)(ii)(B)	1235-0023
(a)(1)(ii)(C)	1235-0023
(a)(1)(iv)	1235-0023
(a)(3)(i)	1235-0023
(a)(3)(ii)(A)	1235-0023
	1235-0008
(c)	1235-0023

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008; 81 FR 43450, July 1, 2016; 82 FR 2225, 2226, Jan. 9, 2017; 83 FR 12, Jan 2, 2018; 84 FR 218, Jan. 23, 2019; 87 FR 2334, Jan. 14, 2022; 88 FR 2215, Jan. 13, 2023; 88 FR 57734, Aug. 23, 2023; 89 FR 1815, Jan. 11, 2024]

Appendix C

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project Name:	Rural Broadband Infrastructure Expansion in the Alleghenies
Awarding Agency:	Huntingdon County/NTIA
Contract Award Date:	3/1/2022
Serial Number:	23-06259
Project Classification:	Building/Heavy/Highway
Determination Date:	7/14/2023
Assigned Field Office:	Altoona
Field Office Phone Number:	(814)940-6224
Toll Free Phone Number:	
Project County:	Fulton County

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 23-06259 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	7/27/2022		\$35.80	\$30.01	\$65.81
Asbestos & Insulation Workers	6/26/2023		\$38.70	\$29.11	\$67.81
Asbestos & Insulation Workers	7/1/2024		\$35.80	\$34.06	\$69.86
Boilermaker (Commercial, Institutional, and Minor Repair Work)	1/1/2019		\$29.26	\$18.48	\$47.74
Boilermakers	1/1/2023		\$51.27	\$35.30	\$86.57
Bricklayer (Pointer, Cleaner, Caulker, Cement Mason, Plasterer, Tile Setter)	5/1/2018		\$28.15	\$22.45	\$50.60
Bricklayer	12/1/2022		\$34.14	\$22.38	\$56.52
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2022		\$32.05	\$17.87	\$49.92
Cement Finishers & Plasterers	5/1/2022		\$29.38	\$20.98	\$50.36
Cement Masons	5/1/2023		\$32.90	\$22.70	\$55.60
Drywall Finisher	6/1/2022		\$31.50	\$21.06	\$52.56
Drywall Finisher	6/1/2023		\$31.89	\$22.92	\$54.81
Drywall Finisher	6/1/2024		\$33.51	\$23.80	\$57.31
Electricians & Telecommunications Installation Technician	12/26/2022		\$48.31	\$29.29	\$77.60
Elevator Constructor	1/1/2023		\$53.93	\$38.34	\$92.27
Glazier	9/1/2021		\$24.55	\$23.05	\$47.60
Glazier	9/1/2022		\$24.90	\$24.45	\$49.35
Iron Workers	11/1/2022		\$30.06	\$23.34	\$53.40
Laborers (Class 01 - See notes)	1/1/2023		\$25.31	\$17.29	\$42.60
Laborers (Class 01 - See notes)	1/1/2024		\$26.31	\$17.79	\$44.10
Laborers (Class 02 - See notes)	1/1/2023		\$28.06	\$17.29	\$45.35
Laborers (Class 02 - See notes)	1/1/2024		\$29.56	\$17.79	\$47.35
Laborers (Class 03 - See notes)	1/1/2023		\$27.66	\$17.29	\$44.95
Laborers (Class 03 - See notes)	1/1/2024		\$28.66	\$17.79	\$46.45
Laborers (Class 04 - See notes)	1/1/2023		\$24.31	\$17.29	\$41.60
Laborers (Class 04 - See notes)	1/1/2024		\$25.31	\$17.79	\$43.10
Landscape Laborer (Skilled)	1/1/2020		\$21.64	\$16.98	\$38.62
Landscape Laborer (Skilled)	1/1/2023		\$23.79	\$18.28	\$42.07
Landscape Laborer (Skilled)	1/1/2024		\$24.79	\$18.53	\$43.32
Landscape Laborer (Skilled)	1/1/2025		\$25.79	\$18.78	\$44.57
Landscape Laborer (Skilled)	1/1/2026		\$26.79	\$19.03	\$45.82
Landscape Laborer (Tractor Operator)	1/1/2020		\$21.94	\$16.98	\$38.92
Landscape Laborer (Tractor Operator)	1/1/2023		\$24.09	\$18.28	\$42.37
Landscape Laborer (Tractor Operator)	1/1/2024		\$25.09	\$18.53	\$43.62
Landscape Laborer (Tractor Operator)	1/1/2025		\$26.09	\$18.78	\$44.87
Landscape Laborer (Tractor Operator)	1/1/2026		\$27.09	\$19.03	\$46.12
Landscape Laborer	1/1/2023		\$23.37	\$18.28	\$41.65
Landscape Laborer	1/1/2024		\$24.37	\$18.53	\$42.90
Landscape Laborer	1/1/2025		\$25.37	\$18.78	\$44.15
Landscape Laborer	1/1/2026		\$26.37	\$19.03	\$45.40
Marble Finisher	6/1/2015		\$22.55	\$12.79	\$35.34
Marble Mason	12/1/2014		\$19.43	\$10.00	\$29.43

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 23-06259 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Millwright	6/1/2020		\$41.68	\$20.32	\$62.00
Operators (Class 01 - see notes)	7/1/2022		\$34.17	\$20.62	\$54.79
Operators (Class 01 - see notes)	7/1/2023		\$35.87	\$20.92	\$56.79
Operators (Class 01 - see notes)	7/1/2024		\$36.87	\$21.42	\$58.29
Operators (Class 02 -see notes)	7/1/2022		\$29.55	\$20.62	\$50.17
Operators (Class 02 -see notes)	7/1/2023		\$31.25	\$20.92	\$52.17
Operators (Class 02 -see notes)	7/1/2024		\$32.87	\$21.42	\$54.29
Operators (Class 03 - See notes)	7/1/2022		\$27.00	\$20.62	\$47.62
Operators (Class 03 - See notes)	7/1/2023		\$28.70	\$20.92	\$49.62
Operators (Class 03 - See notes)	7/1/2024		\$29.70	\$21.42	\$51.12
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2022		\$26.60	\$20.62	\$47.22
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2023		\$28.30	\$20.92	\$49.22
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2024		\$29.30	\$21.42	\$50.72
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2022		\$25.60	\$20.62	\$46.22
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2023		\$27.30	\$20.92	\$48.22
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2024		\$28.30	\$21.42	\$49.72
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2022		\$25.15	\$20.62	\$45.77
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2023		\$26.85	\$20.92	\$47.77
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2024		\$27.85	\$21.42	\$49.27
Painters Class 6 (see notes)	6/1/2022		\$29.50	\$22.82	\$52.32
Pile Driver Drivers (Building, Heavy, Highway)	1/1/2023		\$58.70	\$21.22	\$79.92
Pile Driver Drivers (Building, Heavy, Highway)	1/1/2024		\$60.95	\$21.97	\$82.92
Pile Driver Drivers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Drivers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2023		\$39.13	\$21.22	\$60.35
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Plasterers	5/1/2023		\$31.33	\$20.83	\$52.16
Plumber/Pipefitter	5/1/2023		\$41.36	\$29.72	\$71.08
Pointers, Caulkers, Cleaners	12/1/2022		\$35.47	\$20.88	\$56.35
Roofers (Composition)	5/1/2023		\$42.63	\$34.62	\$77.25
Roofers (Shingle)	5/1/2020		\$29.50	\$21.25	\$50.75
Roofers (Slate & Tile)	5/1/2020		\$32.50	\$21.25	\$53.75
Sheet Metal Workers	6/1/2022		\$40.22	\$41.01	\$81.23
Sheet Metal Workers	6/1/2023		\$41.41	\$42.32	\$83.73
Sign Makers and Hangars	7/15/2022		\$30.54	\$24.35	\$54.89
Sprinklerfitters	4/1/2023		\$44.33	\$28.04	\$72.37

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 23-06259 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Stone Masons	12/1/2022		\$38.56	\$23.61	\$62.17
Terrazzo Finisher	12/1/2022		\$36.13	\$18.03	\$54.16
Terrazzo Mechanics	12/1/2022		\$35.49	\$20.32	\$55.81
Tile Finisher	12/1/2022		\$28.76	\$17.34	\$46.10
Tile Setter	12/1/2022		\$35.64	\$21.81	\$57.45
Truckdriver class 1(see notes)	1/1/2023		\$33.04	\$22.13	\$55.17
Truckdriver class 1(see notes)	1/1/2024		\$34.79	\$22.63	\$57.42
Truckdriver class 1(see notes)	1/1/2025		\$36.29	\$23.13	\$59.42
Truckdriver class 1(see notes)	1/1/2026		\$37.79	\$23.63	\$61.42
Truckdriver class 2 (see notes)	1/1/2023		\$33.50	\$22.43	\$55.93
Truckdriver class 2 (see notes)	1/1/2024		\$35.25	\$22.93	\$58.18
Truckdriver class 2 (see notes)	1/1/2025		\$36.75	\$23.43	\$60.18
Truckdriver class 2 (see notes)	1/1/2026		\$38.25	\$23.93	\$62.18
Truckdriver class 3 (see notes)	1/1/2016		\$28.10	\$16.88	\$44.98
Window Film / Tint Installer	10/1/2019		\$25.00	\$2.63	\$27.63

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 23-06259 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2023		\$38.35	\$20.59	\$58.94
Carpenter	1/1/2024		\$39.85	\$21.34	\$61.19
Carpenter	1/1/2025		\$41.10	\$22.09	\$63.19
Carpenter	1/1/2026		\$42.35	\$22.84	\$65.19
Carpenter Welder	1/1/2023		\$39.85	\$20.59	\$60.44
Carpenter Welder	1/1/2024		\$41.35	\$21.34	\$62.69
Carpenter Welder	1/1/2025		\$42.60	\$22.09	\$64.69
Carpenter Welder	1/1/2026		\$43.85	\$22.84	\$66.69
Cement Finishers	1/1/2023		\$34.14	\$25.05	\$59.19
Cement Finishers	1/1/2024		\$35.14	\$26.30	\$61.44
Cement Finishers	1/1/2025		\$35.94	\$27.50	\$63.44
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Electric Lineman	5/29/2023		\$52.56	\$29.99	\$82.55
Electric Lineman	6/3/2024		\$53.97	\$31.05	\$85.02
Iron Workers	5/1/2021		\$28.91	\$22.99	\$51.90
Laborers (Class 01 - See notes)	1/1/2023		\$29.85	\$25.50	\$55.35
Laborers (Class 01 - See notes)	1/1/2024		\$32.10	\$25.50	\$57.60
Laborers (Class 01 - See notes)	1/1/2025		\$33.60	\$26.00	\$59.60
Laborers (Class 01 - See notes)	1/1/2026		\$34.60	\$27.00	\$61.60
Laborers (Class 02 - See notes)	1/1/2023		\$30.01	\$25.50	\$55.51
Laborers (Class 02 - See notes)	1/1/2024		\$32.26	\$25.50	\$57.76
Laborers (Class 02 - See notes)	1/1/2025		\$33.76	\$26.00	\$59.76
Laborers (Class 02 - See notes)	1/1/2026		\$34.76	\$27.00	\$61.76
Laborers (Class 03 - See notes)	1/1/2023		\$30.50	\$25.50	\$56.00
Laborers (Class 03 - See notes)	1/1/2024		\$32.75	\$25.50	\$58.25
Laborers (Class 03 - See notes)	1/1/2025		\$34.25	\$26.00	\$60.25
Laborers (Class 03 - See notes)	1/1/2026		\$35.25	\$27.00	\$62.25
Laborers (Class 04 - See notes)	1/1/2023		\$30.95	\$25.50	\$56.45
Laborers (Class 04 - See notes)	1/1/2024		\$33.20	\$25.50	\$58.70
Laborers (Class 04 - See notes)	1/1/2025		\$34.70	\$26.00	\$60.70
Laborers (Class 04 - See notes)	1/1/2026		\$35.70	\$27.00	\$62.70
Laborers (Class 05 - See notes)	1/1/2023		\$31.36	\$25.50	\$56.86
Laborers (Class 05 - See notes)	1/1/2024		\$33.61	\$25.50	\$59.11
Laborers (Class 05 - See notes)	1/1/2025		\$35.11	\$26.00	\$61.11
Laborers (Class 05 - See notes)	1/1/2026		\$36.11	\$27.00	\$63.11
Laborers (Class 06 - See notes)	1/1/2023		\$28.20	\$25.50	\$53.70
Laborers (Class 06 - See notes)	1/1/2024		\$30.45	\$25.50	\$55.95
Laborers (Class 06 - See notes)	1/1/2025		\$31.95	\$26.00	\$57.95
Laborers (Class 06 - See notes)	1/1/2026		\$32.95	\$27.00	\$59.95
Laborers (Class 07 - See notes)	1/1/2023		\$30.85	\$25.50	\$56.35
Laborers (Class 07 - See notes)	1/1/2024		\$33.10	\$25.50	\$58.60
Laborers (Class 07 - See notes)	1/1/2025		\$34.60	\$26.00	\$60.60
Laborers (Class 07 - See notes)	1/1/2026		\$35.60	\$27.00	\$62.60
Laborers (Class 08 - See notes)	1/1/2023		\$32.35	\$25.50	\$57.85

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 23-06259 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 08 - See notes)	1/1/2024		\$34.60	\$25.50	\$60.10
Laborers (Class 08 - See notes)	1/1/2025		\$36.10	\$26.00	\$62.10
Laborers (Class 08 - See notes)	1/1/2026		\$37.10	\$27.00	\$64.10
Millwright	6/1/2020		\$41.68	\$20.32	\$62.00
Operators (Class 01 - see notes)	1/1/2023		\$36.50	\$23.58	\$60.08
Operators (Class 01 - see notes)	1/1/2024		\$38.30	\$24.03	\$62.33
Operators (Class 01 - see notes)	1/1/2025		\$40.10	\$24.23	\$64.33
Operators (Class 02 -see notes)	1/1/2023		\$36.22	\$23.58	\$59.80
Operators (Class 02 -see notes)	1/1/2024		\$38.02	\$24.03	\$62.05
Operators (Class 02 -see notes)	1/1/2025		\$39.82	\$24.23	\$64.05
Operators (Class 03 - See notes)	1/1/2023		\$32.58	\$23.58	\$56.16
Operators (Class 03 - See notes)	1/1/2024		\$34.38	\$24.03	\$58.41
Operators (Class 03 - See notes)	1/1/2025		\$36.18	\$24.23	\$60.41
Operators (Class 04 - See notes)	1/1/2023		\$32.09	\$23.58	\$55.67
Operators (Class 04 - See notes)	1/1/2024		\$33.89	\$24.03	\$57.92
Operators (Class 04 - See notes)	1/1/2025		\$35.69	\$24.23	\$59.92
Operators (Class 05 - See notes)	1/1/2023		\$31.88	\$23.58	\$55.46
Operators (Class 05 - See notes)	1/1/2024		\$33.68	\$24.03	\$57.71
Operators (Class 05 - See notes)	1/1/2025		\$35.48	\$24.23	\$59.71
Operators Class 1-A	1/1/2023		\$39.50	\$23.58	\$63.08
Operators Class 1-A	1/1/2024		\$41.30	\$24.03	\$65.33
Operators Class 1-A	1/1/2025		\$43.10	\$24.23	\$67.33
Operators Class 1-B	1/1/2023		\$38.50	\$23.58	\$62.08
Operators Class 1-B	1/1/2024		\$40.30	\$24.03	\$64.33
Operators Class 1-B	1/1/2025		\$42.10	\$24.23	\$66.33
Painters Class 1 (see notes)	6/1/2022		\$34.45	\$22.82	\$57.27
Painters Class 2 (see notes)	6/1/2019		\$35.25	\$20.06	\$55.31
Painters Class 3 (see notes)	6/1/2022		\$36.77	\$22.82	\$59.59
Painters Class 4 (see notes)	6/1/2019		\$28.20	\$20.06	\$48.26
Painters Class 5 (see notes)	6/1/2019		\$22.91	\$20.06	\$42.97
Pile Driver Divers (Building, Heavy, Highway)	1/1/2023		\$58.70	\$21.22	\$79.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2024		\$60.95	\$21.97	\$82.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2023		\$39.13	\$21.22	\$60.35
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$48.43	\$40.28	\$88.71
Truckdriver class 1(see notes)	1/1/2023		\$33.64	\$22.52	\$56.16
Truckdriver class 1(see notes)	1/1/2024		\$35.39	\$23.02	\$58.41
Truckdriver class 1(see notes)	1/1/2025		\$36.89	\$23.52	\$60.41
Truckdriver class 1(see notes)	1/1/2026		\$38.39	\$24.02	\$62.41
Truckdriver class 2 (see notes)	1/1/2023		\$33.50	\$22.43	\$55.93

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 23-06259 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Truckdriver class 2 (see notes)	1/1/2024		\$35.25	\$22.93	\$58.18
Truckdriver class 2 (see notes)	1/1/2025		\$36.75	\$23.43	\$60.18
Truckdriver class 2 (see notes)	1/1/2026		\$38.25	\$23.93	\$62.18
Truckdriver class 3 (see notes)	1/1/2019		\$29.45	\$19.73	\$49.18

Definitions for Heavy & Highway Operators in the 33 County Area

Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Franklin, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Mifflin, Potter, Somerset, Venango, Warren, Washington, & Westmoreland

CLASS I-A

Backhoes – 360° swing (above 120,000 lbs. gross weight)

Cranes (over 100 ton) *

Cranes – Rough Terrain (over 100 ton) *

*Requires an Oiler on Standard Agreement

CLASS I-B

Backhoes – 360° swing (above 70,000 lbs. to 120,000 lbs. gross weight)

Cranes (up to 100 ton) *

Cranes – Rough Terrain (65 ton - 100 ton) *

Tower Crane *

*Requires an Oiler on Standard Agreement

CLASS I

Asphalt Paving Machine (Spreader)

Autograder/Trimmer

Backfiller

Backhoe -360° swing (up to 70,000 lbs. gross weight)

Backhoe (Rear pivotal swing -180° swing)

Bidwell Concrete Finishing Machine (or similar)

*Caisson Drill (similar to Hugh Williams)

*Cooling Plant

Compactor with blade

Concrete Batch Plant (Electronically Synchronized)

Concrete Crusher

Concrete Paving Mixer

Concrete Pump (Self-propelled)

Derrick

*Derrick Boat

Dozer (with a gross weight of 25,000 lbs. and over)

*Dragline

*Dredge

Dredge Hydraulic (1 Leverman - 1 Oiler - 1 Apprentice)

Elevating Grader

*Gradall (Remote control or otherwise)

Grader (Power-Fine Grade)
Grease Unit Operator (Head)
Hillift (4 cy. and over)
Hoist 2 Drums or more (in one unit)
Hydraulic Boom Truck (with pivotal cab) (single motor – Pitman or similar)
*Locomotive (Std. Gauge)
*Metro-chip Harvester or similar
Mechanic
Milling Machine (Roto Mill or Similar)
*Mix Mobile
**Mix Mobile (with Self Loading Attachment)
Mucking Machine (Tunnel)
*Pile Driver Machine
Pipe Bursting Machine
Pipe Extrusion Machine
Presplitter Drill (Self-contained)
**Refrigeration Plant (Soil stabilization)
*Rough Terrain Crane (under 65 ton)
Scrapers
*Shovel-Power
Shuttle Buggy (Asphalt)
Slip Form Paver/Curb Machine
Slip Lining Machine
Soil Stabilizer Machine
*Trenching Machine (30,000 lb. and over)
Trenching Machine (under 30,000 lb.)
*Tunnel Machine (Mark XXI Jarva or similar)
Vermeer Saw
Working Mechanical Foreman (plus \$0.35 per hour over Class I Rate)

*Apprentice Engineer or Oiler required

**Two Engineers required

CLASS II

Asphalt Plant Operator
Auger (Tractor Mtd.)
Auger (Truck Mtd.)
Belt Loader (Euclid or Similar)
Boring Machine
Cable Placer or Layer
Concrete Placer and Spreader
Concrete Mixer (over 1 cy.)

Concrete Pump (Stationary)
*Core Drill (Truck or Skid Mtd. - similar to Penn Drill)
Directional Drills over 3,000 lbs. thrust
Dozer (with a gross weight under 25,000 lbs.)
Ditch Witch - Saw
Force Feed Loader
Fork Lift (Lull or similar)
Grader - Power
Guard Rail Post Driver (Truck Mounted)
Guard Rail Post Driver (Skid Type)
Hillift (under 4 cy.)
Hydraulic Boom Truck (Non-pivotal cab)
Job Work Boat (Powered) (When assistance is required it shall be a Deckhand)
Jumbo Operator
Locomotive (Narrow Gauge)
Minor Equipment Operator
Mucking Machine
Multi-head Saw (Groover)
Over-head Crane
Roller-power-asphalt
Ross Carrier
Side Boom or tractor mounted boom
Skid Steer Loader
Stone Crusher (Screening-Washing Plants)
Stone Spreader (Self-propelled)
*Truck Mounted Drill (Davey or similar)
Welder and Repairman
Well Point Pump Operator

*Apprentice Engineer or Oiler required
Pile driving operations: On truck cranes and crawler rigs the Company will employ an apprentice who will oil on the rig and also cover the minor machines regardless of size related to his operation, not to exceed four (4) units.

CLASS III
Concrete Texture/Cure Machine
Compactors/Rollers (Static or Vibratory) (Self-propelled)
Curb Builder
Multi-head Tie Tamper
Pavement Breaker (Self-propelled or ridden)
Tire Repairman (as per agreement with Teamsters)
Tractor (Snaking and hauling)

Well Driller and Horizontal
Winch or "A" Frame Truck (when hoisting and lowering)

CLASS IV

Ballast Regulator
Concrete Mixer (1 cy. and under with skip)
Concrete Saw (Ridden or self-propelled)
Conveyor
Elevator (Material hauling only)
Fork-lift (Ridden or self-propelled)
Generator
Grout Pump
Heater (Mechanical)
Hoist (single drum)
Ladavator
Light Plant
Mulching Machine
Personnel Boat (Powered)
Pulverizer
Pumps
Seeding Machine
Tie Puller
Tugger
Welding Machine (Gas or Diesel)

CLASS V

Deck Hand
Farm Tractor
Fireman on Boiler
Mechanic's Helper
Oiler
Power Broom
Side Delivery Shoulder Spreader (Attachment)

Notes for 33 County Heavy and Highway Laborers * (See below)

Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Franklin, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Mifflin, Potter, Somerset, Venango, Warren, Washington & Westmoreland

HEAVY AND HIGHWAY

CLASS 1 - COMMON LABORER

Asphalt Curb Sealer
Batcher Man (Weight)
Boatman
Coffer Dam
Drill Runner's Assistant
Fence Construction (Including Fence Machine Operator)
GABION (Erectors and Placers)
Landscape Laborers
Radio Actuated Traffic Control Operator
RIP RAP Work
Sheeters and Shorers (Includes Lagging)
Water Boy
Wood Chipper
Asphalt Tamper
Blaster's Assistant
Brakeman
Concrete Curing Pitman, Puddler
Electric Bursh and/or Ginder
Form Stripper and Mover
Hydro Jet Blaster Nozzle Man
Manually Moved Emulsion Sprayer
(Bending, Aligning & Securing)
Scaffolds and Runways
Structural Concrete Top Surfacers
Walk Behind Street Sweeper
Welder's Assistant (Pipeline)

CLASS 2 – SEMI-SKILLED LABORER

Air Tool Operator (All Types)
Railroad Track Work
Burner

Carryable Pumps
Cribbing (Concrete or Steel)
Diamond Head Core Driller
Drill Runner's Assistant (Tunnel)
Highway Slab Reinforcement
Placers (Including Joint and Backer Setters)
Mechanical Joint Sealer; Dope Pot & Tar Kettle
Pipe Layers/Fusion Welders (Regardless of Materials)
Post Hole Auger (2 or 4 Cycle-Hand Operated)
Forklift (Walk Behind)
Asphalt, Batch and Concrete Plant
Operator (Manually Operated)
Caisson Men (Open Air)
Chain Saw Operator (Including Attachments)
Curb Machine Operator (Asphalt or Concrete-Walk Behind)
Form Setter (Road Forms Line Man)
Hydraulic Pipe Pusher
Liner Plates (Tile and Vitrified Clay)
Mechanical Compacting Equipment Operators
Mortar Mixer (Hand or Machine)
Muckers, Brakeman and All Other Labor (Includes Installation of Utility Lines)
Portable Single Unit Conveyor
Power Wheel Barrows and Buggies
Aid Porter or Similar
Sand Blaster
Vibrator Operator
All Railroad Track Work
Signal Man

**CLASS 3 - SKILLED LABORER
HEAVY AND HIGHWAY**

Asphalt Luteman/Raker
Blacksmith
Cement Mortar Lining Car Pusher
Cement Mortar Mixer (Pipe Relining)
Concrete Saw Operator (Walk Behind)
Crown Screed Adjuster
Elevated Roadway Drainage Construction
Erector of Overhead Signs
Miners and Drillers (Including Lining M Supporting and Form Workman, Setting of Shields,
Miscellaneous Equipment and Jumbos)
Walk Behind Ditching Machine (Trencher Or Similar)
Blaster
Brick, Stone & Block Pavers and Block Cutters (Wood-Belgian-Asphalt)
Cement Mortar Pipe Reliners

Curb Cutters and Setters
Form Setter (Road Forms-Lead Man)
Guniting or Dry Pack Gun-Nozzle and Machine Man
Grout Machine Operator
Multi-Plate Pipe (Aligning and Securing)
Manhole or Catch Basin Builder
Placing Wire Mesh on Guniting Projects
Wagon Drill Operator (Air Track or Similar)
Welder

CLASS 4

Reinforcing Steel Placers (Bending, Aligning and Securing - Caldwell)

CLASS 5

High Burner (Any Burning Not Done From Deck)
Elder (Pipeline)

CLASS 6

Uniformed Flag Person/Signal Person (As per PENN DOT Specifications on Hardhats and Vests)
Watchman

CLASS 7

Toxic/Hazardous Waste Removal Laborer – Level C and D

CLASS 8

Toxic/Hazardous Waste Removal Laborer Levels A and B

**These notes pertain to projects whose rates were determined subsequent to March 23, 2009. Questions regarding rates prior to that date should be directed to the Bureau of Labor Law Compliance at 1-800-932-0665.*

Notes for 33 County Heavy and Highway Laborers * (See below)

Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Franklin, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Mifflin, Potter, Somerset, Venango, Warren, Washington & Westmoreland

HEAVY AND HIGHWAY

CLASS 1 - COMMON LABORER

Asphalt Curb Sealer
Batcher Man (Weight)
Boatman
Coffer Dam
Drill Runner's Assistant
Fence Construction (Including Fence Machine Operator)
GABION (Erectors and Placers)
Landscape Laborers
Radio Actuated Traffic Control Operator
RIP RAP Work
Sheeters and Shorers (Includes Lagging)
Water Boy
Wood Chipper
Asphalt Tamper
Blaster's Assistant
Brakeman
Concrete Curing Pitman, Puddler
Electric Bursh and/or Ginder
Form Stripper and Mover
Hydro Jet Blaster Nozzle Man
Manually Moved Emulsion Sprayer
(Bending, Aligning & Securing)
Scaffolds and Runways
Structural Concrete Top Surfacers
Walk Behind Street Sweeper
Welder's Assistant (Pipeline)

CLASS 2 – SEMI-SKILLED LABORER

Air Tool Operator (All Types)
Railroad Track Work
Burner

Carryable Pumps
Cribbing (Concrete or Steel)
Diamond Head Core Driller
Drill Runner's Assistant (Tunnel)
Highway Slab Reinforcement
Placers (Including Joint and Backer Setters)
Mechanical Joint Sealer; Dope Pot & Tar Kettle
Pipe Layers/Fusion Welders (Regardless of Materials)
Post Hole Auger (2 or 4 Cycle-Hand Operated)
Forklift (Walk Behind)
Asphalt, Batch and Concrete Plant
Operator (Manually Operated)
Caisson Men (Open Air)
Chain Saw Operator (Including Attachments)
Curb Machine Operator (Asphalt or Concrete-Walk Behind)
Form Setter (Road Forms Line Man)
Hydraulic Pipe Pusher
Liner Plates (Tile and Vitrified Clay)
Mechanical Compacting Equipment Operators
Mortar Mixer (Hand or Machine)
Muckers, Brakeman and All Other Labor (Includes Installation of Utility Lines)
Portable Single Unit Conveyor
Power Wheel Barrows and Buggies
Aid Porter or Similar
Sand Blaster
Vibrator Operator
All Railroad Track Work
Signal Man

CLASS 3 - SKILLED LABORER HEAVY AND HIGHWAY

Asphalt Luteman/Raker
Blacksmith
Cement Mortar Lining Car Pusher
Cement Mortar Mixer (Pipe Relining)
Concrete Saw Operator (Walk Behind)
Crown Screed Adjuster
Elevated Roadway Drainage Construction
Erector of Overhead Signs
Miners and Drillers (Including Lining M Supporting and Form Workman, Setting of Shields,
Miscellaneous Equipment and Jumbos)
Walk Behind Ditching Machine (Trencher Or Similar)
Blaster
Brick, Stone & Block Pavers and Block Cutters (Wood-Belgian-Asphalt)
Cement Mortar Pipe Reliners

Curb Cutters and Setters
Form Setter (Road Forms-Lead Man)
Gunitite or Dry Pack Gun-Nozzle and Machine Man
Grout Machine Operator
Multi-Plate Pipe (Aligning and Securing)
Manhole or Catch Basin Builder
Placing Wire Mesh on Gunitite Projects
Wagon Drill Operator (Air Track or Similar)
Welder

CLASS 4

Reinforcing Steel Placers (Bending, Aligning and Securing - Caldwell)

CLASS 5

High Burner (Any Burning Not Done From Deck)
Elder (Pipeline)

CLASS 6

Uniformed Flag Person/Signal Person (As per PENN DOT Specifications on Hardhats and Vests)
Watchman

CLASS 7

Toxic/Hazardous Waste Removal Laborer – Level C and D

CLASS 8

Toxic/Hazardous Waste Removal Laborer Levels A and B

****These notes pertain to projects whose rates were determined subsequent to March 23, 2009. Questions regarding rates prior to that date should be directed to the Bureau of Labor Law Compliance at 1-800-932-0665.***

"General Decision Number: PA20230002 07/28/2023

Superseded General Decision Number: PA20220002

State: Pennsylvania

Construction Types: Heavy and Highway

Counties: Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Franklin, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Mifflin, Potter, Somerset, Venango, Warren, Washington and Westmoreland Counties in Pennsylvania.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (excluding sewer grouting projects and excluding sewage and water treatment plant projects)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 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 2023.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at
http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	02/10/2023
4	03/17/2023
5	04/28/2023
6	05/05/2023
7	05/12/2023
8	06/02/2023
9	07/28/2023

BOIL0013-005 01/01/2023

CENTRE, FRANKLIN, POTTER, CLINTON, FULTON, HUNTINDON AND
MIFFLIN COUNTIES

	Rates	Fringes
BOILERMAKER.....	\$ 51.27	34.96

BOIL0154-004 01/01/2021

ALLEGHENY, ARMSTRONG, BEAVER, BEDFORD, BLAIR, BUTLER, CAMBRIA,
CAMERON, CLARION, CLEARFIELD, CRAWFORD, ELK, FAYETTE, FOREST,
GREENE, INDIANA, JEFFERSON, LAWRENCE, MCKEAN, MERCER, SOMERSET,
VENANGO, WARREN, WASHINGTON AND WESTMORELAND COUNTIES

	Rates	Fringes
BOILERMAKER.....	\$ 43.90	29.55

BOIL0744-003 07/01/2008

ERIE COUNTY

	Rates	Fringes
BOILERMAKER.....	\$ 35.34	18.48

BRPA0005-033 05/01/2022

MIFFLIN COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 32.66	21.58

BRPA0005-046 05/03/2020

FRANKLIN COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.99	16.87

BRPA0005-071 05/03/2020

CLINTON COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 34.17	17.20

BRPA0009-004 12/01/2022

BEDFORD, BLAIR, CAMBRIA, CENTRE COUNTY (Halfmoon, Houston, Patton, Rush, Taylor and Worth Townships), FULTON, HUNTINGDON, and SOMERSET COUNTIES

	Rates	Fringes
Bricklayer, Stonemason & Marble Setter.....	\$ 34.14	22.00

BRPA0009-006 12/01/2022

CLEARFIELD, FOREST, JEFFERSON, VENANGO, AND CLARION (Except Brady, Madison, Perry, Porter, Redbank, and Toby Townships) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 34.14	22.77
Marble mason.....	\$ 34.14	22.77

BRPA0009-023 12/01/2022

BEAVER COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 35.28	24.49

BRPA0009-025 12/01/2022

BUTLER, LAWRENCE, AND MERCER COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 34.73	24.14

BRPA0009-032 06/01/2017

FAYETTE (Jefferson & Washington Twps), GREENE (Except Cumberland, Dunkirk, Greene, Monongahelia Twps), INDIANA, AND WESTMORELAND (Rostraver Twp) COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 31.00	20.66

BRPA0009-033 12/01/2022

ARMSTRONG, CLARION (Brady, Madison, Perry, Tobe, Porter, Redbank Twps), FAYETTE (Except Jefferson & Washington Twps), GREENE (Cumberland, Dunkirk, Greene, Monongahelia Twps), INDIANA, AND WESTMORELAND (Except Rostrave Twp) COUNTIES

Rates	Fringes
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BRICKLAYER.....\$ 36.55 24.46

BRPA0009-034 11/01/2019

ERIE COUNTY

Rates Fringes

BRICKLAYER.....\$ 28.64 21.86

BRPA0009-058 06/01/2020

ALLEGHENY, WASHINGTON (Cross Creek, Hanover, Jefferson, Mt Pleasant, Nottingham, Peters, Robinson, Smith, Union Twps) COUNTIES

Rates Fringes

BRICKLAYER.....\$ 34.05 22.81

BRPA0009-059 12/01/2022

CAMERON, ELK, McKEAN, POTTER AND WARREN COUNTIES

Rates Fringes

BRICKLAYER.....\$ 31.62 22.81

CARP0274-001 01/01/2023

Rates Fringes

PILEDRIVERMAN

Piledriverman (welder).....\$ 40.63 21.17

Piledriverman.....\$ 39.13 21.17

CARP0274-002 01/01/2023

Rates Fringes

Diver.....\$ 58.70 21.17

Tender.....\$ 39.13 21.17

* CARP0443-004 06/01/2023

Rates Fringes

MILLWRIGHT.....\$ 45.50 31.56%+9.01

CARP2274-001 01/01/2023

Rates Fringes

CARPENTER (ALLEGHENY, ARMSTRONG, BEAVER, BUTLER, ERIE, FAYETTE, GREENE, LAWRENCE, MERCER, WASHINGTON, AND WESTMORELAND COUNTIES)

Carpenters (Welders).....\$ 40.10 20.59

Carpenters.....\$ 38.60 20.59

CARPENTER (BEDFORD, BLAIR, CAMBRIA, CAMERON, CENTRE, CLARION, CLINTON, CLEARFIELD,

CRAWFORD, ELK, FOREST,
FRANKLIN, FULTON, HUNTINGDON,
INDIANA, JEFFERSON, MCKEAN,
MIFFLIN, POTTER, SOMERSET,
VENANGO, AND WARREN COUNTIES)

Carpenters (Welders).....	\$ 39.85	20.59
Carpenters.....	\$ 38.35	20.59

ELEC0005-006 12/23/2022

ALLEGHENY, ARMSTRONG, BEDFORD, BLAIR, BUTLER CAMBRIA, CAMERON,
CENTRE (Remainder), CLARION, CLEARFIELD, ELK, FAYETTE, FULTON,
GREENE, HUNTINGDON, INDIANA, JEFFERSON, MCKEAN, SOMERSET,
VENANGO, WASHINGTON, AND WESTMORELAND COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 46.86	29.66

ELEC0056-004 06/01/2023

ERIE, FOREST AND WARREN COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 38.94	25.26

ELEC0126-005 05/31/2021

ALLEGHENY, ARMSTRONG, BEAVER, BEDFORD, BLAIR, CAMBRIA, CENTRE,
CLARION, CLEARFIELD, FAYETTE, FULTON, GREENE, HUNTINGDON,
INDIANA, JEFFERSON, SOMERSET, WASHINGTON AND WESTMORELAND

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 50.33	32.25%+11.00
Groundman.....	\$ 30.20	32.25%+11.00
Lineman.....	\$ 50.33	32.25%+11.00
Truck Driver.....	\$ 32.71	32.25%+11.00
Winch Truck Operator.....	\$ 35.23	32.25%+11.00

ELEC0126-007 05/31/2021

FRANKLIN AND MIFFLIN COUNTIES

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 49.22	32.25%+11.00
Groundman.....	\$ 29.53	32.25%+11.00
Lineman.....	\$ 49.22	32.25%+11.00
Truck Driver.....	\$ 31.99	32.25%+11.00
Winch Truck Operator.....	\$ 34.45	32.25%+11.00

ELEC0143-007 06/01/2022

FRANKLIN and MIFFLIN COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.25	25.98

ELEC0712-003 12/26/2022

CRAWFORD, BEAVER, LAWRENCE AND MERCER COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 45.55	27.13

ELEC0812-008 06/01/2022

CLINTON COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 36.31	23.64

ELEC0812-009 06/01/2022

POTTER COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 37.32	23.67

ELEC0812-011 06/01/2022

CENTRE COUNTY (Burnside, Curtin, Liberty, Howard, Marion, Walker, Miles, Haines Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 36.31	23.64

ELEC1319-004 08/29/2022

BUTLER, CAMERON, CLINTON, CRAWFORD, ELK, ERIE, FOREST, LAWRENCE, MCKEAN, MERCER, VENANGO, WARREN AND POTTER COUNTIES

	Rates	Fringes
Line Construction:		
Equipment Operator.....	\$ 62.66	22.29
Groundmen.....	\$ 38.85	13.57
Linemen.....	\$ 62.66	27.29
Truck Driver.....	\$ 40.73	13.71

ENGI0066-016 01/01/2023

	Rates	Fringes
Power equipment operators: (ALLEGHENY, ARMSTRONG, BEAVER, BLAIR, BUTLER, CAMBRIA, CENTRE, CLARION, CLEARFIELD, CRAWFORD, ERIE, ELK, FAYETTE, GREENE, INDIANA, JEFFERSON, LAWRENCE, MCKEAN, MERCER, SOMERSET, VENANGO, WARREN, WASHINGTON, AND WESTMORELAND COUNTIES)		
GROUP 1.....	\$ 36.79	23.58
GROUP 1-A.....	\$ 39.79	23.58
GROUP 1-B.....	\$ 38.79	23.58

GROUP 2.....	\$ 36.53	23.58
GROUP 3.....	\$ 32.88	23.58
GROUP 4.....	\$ 32.42	23.58
GROUP 5.....	\$ 32.17	23.58

Power equipment operators:
 (BEDFORD, CAMERON, CLINTON,
 FOREST, FRANKLIN, FULTON,
 HUNTINGDON, MIFFLIN, AND
 POTTER COUNTIES)

GROUP 1.....	\$ 36.50	23.58
GROUP 1-A.....	\$ 39.50	23.58
GROUP 1-B.....	\$ 38.50	23.58
GROUP 2.....	\$ 36.22	23.58
GROUP 3.....	\$ 32.58	23.58
GROUP 4.....	\$ 32.09	23.58
GROUP 5.....	\$ 31.88	23.58

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 - Asphalt Paving Machine (Spreader), Autograde (C.M.I. and similar); Backfiller, Compactor with Blade, Backhoe - 360 and 180 degree Swing; Cableway; Caisson Drill (similar to Hugh Williams), Central Mix Plant; Cooling Plant; Concrete Paving Mixer, Concrete Pump (self-propelled); Cranes; Cranes (boom or mast over 101ft.\$50 per each additional 50 feet inclusive of jib), Cranes (Tower Stationary- Climbing Tower Crane); Derrick; Derrick Boat; Dozer(greater than 25,000 lbs.); Dragline; Dredge; Dredge Hydraulic; Elevating Grader; Franki Pile Machine; Gradall (remote control or otherwise),Grader (power-fine grade); Hllift (4 cy. and over); Hoist 2 Drums or more (in one unit); Hydraulic Boom Truck with pivotal cab (single motor-Pitman or similar),Hydraulic Boom Truck (non pivotal cab); Hydro-pneumatic Excavation Equipment (or similar); (Boom and Mast over 101 feet will be paid an additional 50 feet inclusive of jib if used;) Kocal; Mechanic, Locomotive (std. Gauge); Metro-chip Harvester or similar; Milling Machine (Roto Mill or similar); Mix Mobile; Mix Mobile (with Self Loading Attachment), Mucking Machine (tunnel); Pile Driver Machine; Pipe Extrusion Machine; Prespliter Drill (self contained); Refrigeration Plant (soil Stablization) Rough Terrain Crane (25 ton over) (Boom and Mast over 101 feet will be paid an additional 50 feet inclusive of jib if used); Rough Terrain Crane (under 25 ton), Scrapers; Shovel-Power; Slip form Paver (C.M.I. and similar); Trenching Machine (30,000 lbs. and over), Trenching Machine (under 30,000 lb.), Tunnell Machine (Mark XXI Jarva or similar), Vermeer Saw, Whirley, Mechanic, Compactor with blade

GROUP 1-A Backhoes-360 degree swing (above 120,000 lbs. gross weight); Cranes (over 100 tons), Cranes-Rough Terrain (over 100 ton); Tug Boat Pilot (on boats over 800 horsepower)

GROUP 1-B Backhoes-360 degree swing (above 70,000 lbs. to 120,000 lbs. gross weight); Cranes (up to 100 ton), Cranes-Rough Terrain (65 ton-100 ton), Tower Crane

GROUP 2: Asphalt plant operator; auger (tractor mtd.); auger (truck mtd.); belt loader (euclid or similar); boring machine; cable placer or layer; Directional drill over 3,000 lbs thrust; concrete batch plant (electronically synchronized); concrete belt placer (C.M.I. and similar); concrete finishing machine and spreader, concrete mixer (over 1 cy.) concrete pump (stationary); core drill (truck

or skid mtd. - similar to penn drill), dozer (25,000 lbs or less); Ditch Witch Saw, force feedloader; fork lift (lull or similar); grader - power; grease unit opertor (head); guard rail post driver (truck mounted) guard rail post driver (skid type); hilift (under 4 cy.); skid steer loader; hydraulic boom truck (non-pivotal cab); job work boat (powered), jumbo operator; locomotive (narrow guage); minor equipment operator (accumulative four units); mucking machine; multi-head saw (groover); overhead crane; roller -power- asphalt; ross carrier; side boom or tractor mounted boom; shuttle buggy (asphalt), stone crusher (screening-washing plants); stone spreader (self propelled) truck mounted drill (davey or similar); welder and repairman; well point pump operator; bidwell concrete finishing machine (or similar).

GROUP 3: Broom Finisher (C.M.I. or similar); Compactors/Rollers (static or vibratory (Self-propelled) on dirt or stone; Curb Builder; Minor Equipment Opertor (two or three units); Multi-head Tie Tamper; Pavement Breaker (self-propelled or ridden); Soil Stablizer Machine; Tire Repairman; Tractor (snaking and hauling); Well Driller and Horizontal: Winch or "A" Frame Truck (when hoisting and lowering).

GROUP 4: Ballast Regulator; Compressor; Concrete Mixer (1 cy. & under with skip); Concrete Saw (Ridden or selp-propelled); Conveyor; Elevator (Material hauling only); Fork-lift (Ridden or self-propelled); Form Line Machine; Generator; Groute Pump; Heater (Machinical); Hoist (single Drum); Ladavator, Light Plant; Mulching Machine; Personnel Boat (Powered), Pulverizer, Pumps, Seeding Machine, spray Cure Machine (powered Driven); Subgrader; Tie Puller; Tugger; Welding Machine (Gas or Diesel).

GROUP 5: Deck Hand; Farm Tractor; Fireman on Boiler; Oiler; Power Broom; Side Delivery Shoulder Spreader (attachment);

IRON0003-001 06/01/2023

ALLEGHENY, FAYETTE, WESTMORELAND, CAMBRIA, INDIANA, ARMSTRONG, BUTLER, BEAVER, CLARION, AND WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 38.89	34.54

IRON0003-007 06/01/2023

BLAIR, CAMERON, CENTRE, CLEARFIELD, CLINTON, ELK, JEFFERSON, MCKEAN, AND POTTER COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.29	32.41

IRON0003-011 06/01/2023

CRAWFORD, ERIE, FOREST, AND WARREN COUNTIES

Rates	Fringes
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IRONWORKER.....\$ 33.57 32.23

IRON0207-002 06/01/2023

LAWRENCE, MERCER, AND VENANGO COUNTIES

Rates Fringes

IRONWORKER.....\$ 33.00 27.16

IRON0404-008 07/01/2022

FRANKLIN (Remainder), HUNTINGDON (Remainder), AND MIFFLIN COUNTIES

Rates Fringes

IRONWORKER, STRUCTURAL.....\$ 35.26 31.13

IRON0549-002 12/01/2022

GREENE COUNTY

Rates Fringes

IRONWORKER.....\$ 35.19 25.66

IRON0568-004 05/01/2023

BEDFORD, FRANKLIN (Southwest 1/3), FULTON, HUNTINGDON (Western 2/3), AND SOMERSET COUNTIES

Rates Fringes

IRONWORKER
Structural, Ornamental,
Reinforcing, Machinery
Mover, Rigger & Machinery
Erector, Welder, Fence
Erector.....\$ 30.51 23.65

LABO1058-001 01/01/2023

Rates Fringes

LABORER (BEDFORD, CAMERON, CENTRE, CLINTON, CRAWFORD, FOREST, FRANKLIN, FULTON, HUNTINGDON, JEFFERSON, MIFFLIN, AND POTTER COUNTIES)

- GROUP 1.....\$ 29.85 25.50
GROUP 2.....\$ 30.01 25.50
GROUP 3.....\$ 30.50 25.50
GROUP 4.....\$ 30.95 25.50
GROUP 5.....\$ 31.36 25.50
GROUP 6.....\$ 28.20 25.50
GROUP 7.....\$ 30.85 25.50
GROUP 8.....\$ 32.35 25.50

Laborers: (ALLEGHENY, ARMSTRONG, BEAVER, BLAIR, BUTLER, CAMBRIA, CLARION, CLEARFIELD, ELK, ERIE, FAYETTE, GREENE, INDIANA,

LAWRENCE, MCKEAN, MERCER,
SOMERSET, VENANGO, WARREN,
WASHINGTON, AND WESTMORELAND
COUNTIES)

GROUP 1.....	\$ 29.95	25.50
GROUP 2.....	\$ 30.11	25.50
GROUP 3.....	\$ 30.50	25.50
GROUP 4.....	\$ 30.95	25.50
GROUP 5.....	\$ 31.36	25.50
GROUP 6.....	\$ 28.20	25.50
GROUP 7.....	\$ 30.95	25.50
GROUP 8.....	\$ 32.45	25.50

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt curb sealer; Asphalt tamper; Batcherman (weigh) Blaster, Boatman, Brakeman, Change house attendant, Cofferdam, Concrete curing pitman, Puddler, Drill Runner's helper (Includes Drill Mounted on Truck, Track, or similar and Davey Drill Spots, Clean up, helps to maintain), Electric Brush and or Grinder, Fence Construction (Including Fence Machine Operator) Form stripper and Mover, Gabion (Erectors and Placers) Hydro jet blaster nozzleman; Landscape laborer, Manually moved emulsion sprayer, Radio actuated traffic control operator Rip rap work, scaffolds and Runways, Sheeters and Shorers (includes lagging) structural concrete Top Surfacer, Walk Behind Street Sweeper, and Wood Chipper; water boy

GROUP 2: Air tool operator (all types); Asphalt, batch & concrete plant operator (manually operated) Burner, Caisson; men (open air); Carryable pumps; Chain saw operator including attachments, Cribbing, (concrete or steel); Curb machine operator (asphalt or concrete walk behind); Diamond head Core Driller, Drill runner's helper (tunnel) Fork Lift, (walk behind), Form Setter (Road Forms Line man) Highway Slab reinforcement placers (including joint and Basket Setters) Hydraulic pipe pusher; Liner plates (Tile or Vitrified Clay) Mechanical compacting equipment operators, Mechanical joint sealer, Dope pot and Tar Kettle, Mortar mixer (hand or machine) Muckers, Brakemen & all other Labor, (Includes installation of utility lines) Pipe Layers /Fusion /Heating Iron (Regardless of materials) Portable Single Unit Conveyor, Post Hole Auger, (2 or 4 cycle hand operated) Power wheelbarrows and buggies, Rail porter or similar; Sand blaster; Signal Man, Vibrator operator, All RAILROAD TRACK WORK TO INCLUDE THE FOLLOWING: adzing machine, ballast Router, Bolting Machine, Power Jacks, Rail Drills, Railroad Brakeman, Rail Saws, Spike Drivers (Manually or hand held tool) Spike Pullers Tamping Machine, Thermitweld

GROUP 3: Asphalt Luteman/Raker, Blacksmith, Blaster, Brick, stone and block pavers and block cutters (wood, belgian and asphalt); Cement mortar lining car pusher; Cement mortar mixer (pipe relining); Cement mortar pipe reliners; concrete saw operator (walk behind); Curb cutters and setters; Elevated roadway drainage construction; erector of overhead signs, Form setter (road forms-lead man); Grout machine operator; Gunite or dry pack gun (nozzle and machine man); Manhole or catch basin builder (Brick block concrete or any prefabrication) Miners and drillers (including lining, supporting and form workmen, setting of shields, miscellaneous equipment and jumbos); Multi-plate pipe (aligning and securing); Placing wire mesh on gunite

projects; Wagon drill operators (air track or similar);
Walk behind ditching machine (trencher or similar);crown
screed adjuster and welder

GROUP 4: Reinforcing Steel Placer (Bending, aligning, and
securing, Cadweld)

GROUP 5:High Burner, (Any burning not done from deck), Welder
(Pipeline)

GROUP 6: Uniformed Flagperson, Watchman

GROUP 7: Toxic/Hazardous Waste Removal Laborer Levels C & D

GROUP 8: Toxic/Hazardous Waste Removal Laborer Levels A & B

PAIN0021-019 05/01/2021

CLINTON COUNTY

	Rates	Fringes
Painters:		
Bridge.....	\$ 36.67	18.80
Brush & Roller.....	\$ 29.02	21.14
Spray.....	\$ 30.02	21.14

PAIN0021-024 05/01/2021

FRANKLIN COUNTY

	Rates	Fringes
PAINTER		
Brush.....	\$ 25.84	16.30

PAIN0057-014 06/01/2021

ALLEGHENY, FAYETTE, GREENE, WASHINGTON COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 36.25	21.61
Brush & Roller.....	\$ 29.15	21.61
Spray.....	\$ 29.15	21.61

PAIN0057-015 06/01/2021

ARMSTRONG, BEAVER, BEDFORD, BLAIR, BUTLER,CAMBRIA, CENTRE,
CLARION, CLEARFIELD, ELK, FULTON, HUNTINGTON, INDIANA,
JEFFERSON, LAWRENCE, MERCER, MIFFLIN, SOMERSET, VENANGO AND
WESTMORELAND COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 36.25	21.61
Brush and Roller.....	\$ 29.15	21.61
Spray.....	\$ 29.15	21.61

PAIN0057-022 05/01/2023

Rates Fringes

Painters: (ERIE, MCKEAN, AND WARREN (Including Columbus and Freehold twps) COUNTIES)

Bridges, Stacks, Towers.....	\$ 27.76	23.49
Brush and Roller.....	\$ 25.26	23.49
Spray and Sandblasting.....	\$ 26.01	23.49

PAIN0057-027 06/01/2020

CAMERON, CRAWFORD, POTTER, WARREN, (Excluding Columbus and Freehold twps)

Rates Fringes

PAINTER

Brush and Roller.....	\$ 28.80	20.04
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PLAS0526-002 01/01/2023

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...	\$ 34.14	25.05
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PLUM0027-001 06/01/2021

ALLEGHENY, ARMSTRONG, BEAVER, BUTLER, CLARION, GREENE (Except extreme Eastern portion), LAWRENCE, WASHINGTON (Except extreme Eastern portion) and WESTMORELAND (City of Arnold and City of New Kensington Only) COUNTIES

Rates Fringes

Plumbers and Pipefitters (Bridge Drain Pipe).....	\$ 44.45	24.57
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PLUM0027-009 06/01/2021

CRAWFORD, ERIE, FOREST, MCKEAN, MERCER, VENANGO and WARREN COUNTIES

Rates Fringes

Plumbers and Pipefitters (Bridge Drain Pipe).....	\$ 42.78	24.57
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PLUM0354-005 06/01/2012

BEDFORD, BLAIR, CAMBRIA, CAMERON, CLEARFIELD, ELK, FAYETTE, GREENE (Extreme Eastern portion), HUNTINGDON, INDIANA, JEFFERSON, SOMERSE, WASHINGTON (Extreme Eastern portion), AND WESTMORELAND COUNTIES

Rates Fringes

Plumbers and Pipefitters (Bridge Drain Pipe).....	\$ 35.54	19.97
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TEAM0040-006 01/01/2023

Rates

Fringes

TRUCK DRIVER (ALLEGHENY, ARMSTRONG, BEAVER, BLAIR, BUTLER, CAMBRIA, CENTRE, CLARFIELD, CRAWFORD, ERIE, FAYETTE, GREENE, INDIANA, JEFFERSON, LAWRENCE, MCKEAN, MERCER, SOMERSET, VENANGO, WARREN, WASHINGTON, AND WESTMORELAND)

GROUP 1.....	\$ 33.18	22.21
GROUP 2.....	\$ 33.64	22.52

Truck drivers: (BEDFORD, CAMERON, CLAIRON, CLINTON, ELK, FOREST, FRANKLIN, FULTON, HUNTINGDON, MIFFLIN, AND POTTER COUNTIES)

GROUP 1.....	\$ 33.04	22.13
GROUP 2.....	\$ 33.50	22.43

FOOTNOTES: A. Hazardous/toxic waste material/work level A & B receive additional \$2.50 per hour above classification rate

B. Hazardous/toxic waste materials/Work level C & D receive \$1.00 per hour above classification

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Single Axle (2 axles including steering axle); Includes partsman and warehoueman. Tandem - Tri-Axle - Semi-Tractor Trailer (combination) (3 axles or more including steering axle)

GROUP 2 - Specialty Vehicles; Heavy equipment whose capacity exceeds that for which state licenses are issued specifically refers to units in excess of eight (8) feet width (such as Euclids, Atley Wagon, Payloader, Tournawagons, and similar equipment when not self loaded); Tar and Asphalt Distributors Trucks, Heavy Duty Trailer, such as Low Boy, High Boy

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>.

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)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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 National Office because National Office has 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 DECISIO"

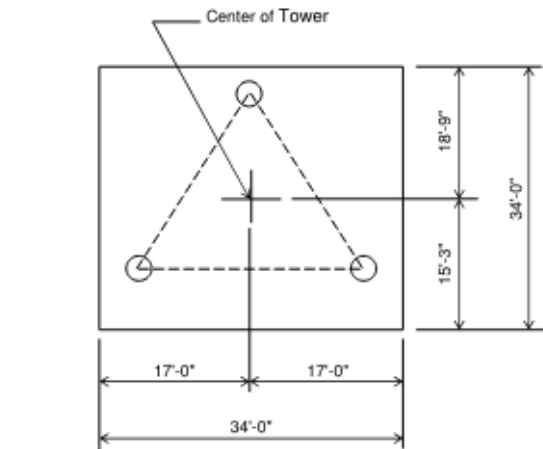
Appendix D
24-3381-JDS Permit Package - Sealed



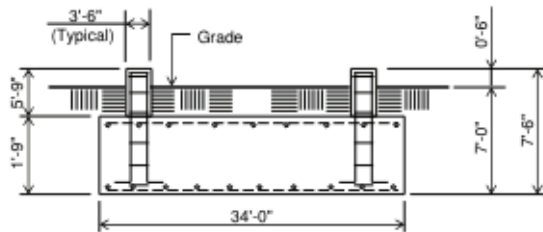
Customer: UPWARD BROADBAND

Site: Waterfall, PA

195 ft. Model S3R Series SD Self Supporting Tower



PLAN VIEW



ELEVATION VIEW

(81.1 cu. yds.)
(1 REQD.; NOT TO SCALE)

CAUTION: Center of tower is not in center of slab.

Notes:

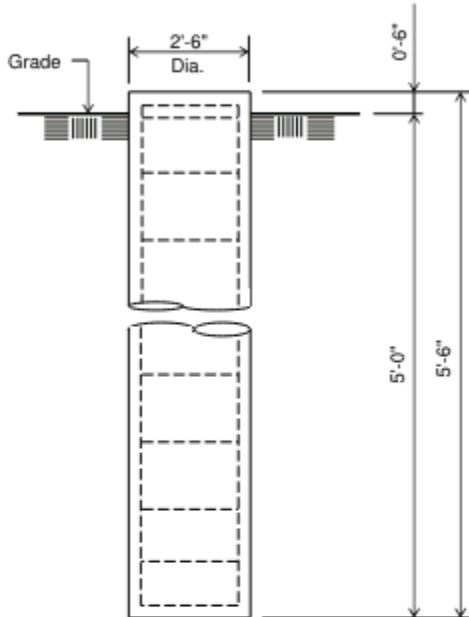
- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-14.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on the geotechnical report by Kleinfelder, Project No. 24003332.001A, dated December 21, 2023.
- 6) See the geotechnical report for compaction requirements, if specified.
- 7) 5.25' of soil cover is required over the entire area of the foundation slab.
- 8) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

Rebar Schedule per Mat and per Pier	
Pier	(20) #9 vertical rebar w/ hooks at bottom w/ #4 rebar ties, two (2) within top 5" of pier then 4" C/C
Mat	(50) #10 horizontal rebar evenly spaced each way top and bottom. (200 total)
Anchor Bolts per Leg	
(6) 1.5" dia. x 78" F1554-105 on a 12" B.C. w/ 9.5" max. projection above concrete.	

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7101 Southbridge Dr - P.O. Box 658 - Sioux City, IA 51102-0658 - Phone 712.258.6690 - Fax 712.258.8250

Customer: UPWARD BROADBAND
Site: Waterfall, PA
195 ft. Model S3R Series SD Self Supporting Tower



Notes:

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-14.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on the geotechnical report by Kleinfelder, Project No. 24003332.001A, dated December 21, 2023.
- 6) See the geotechnical report for drilled pier installation requirements, if specified.
- 7) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

ELEVATION VIEW

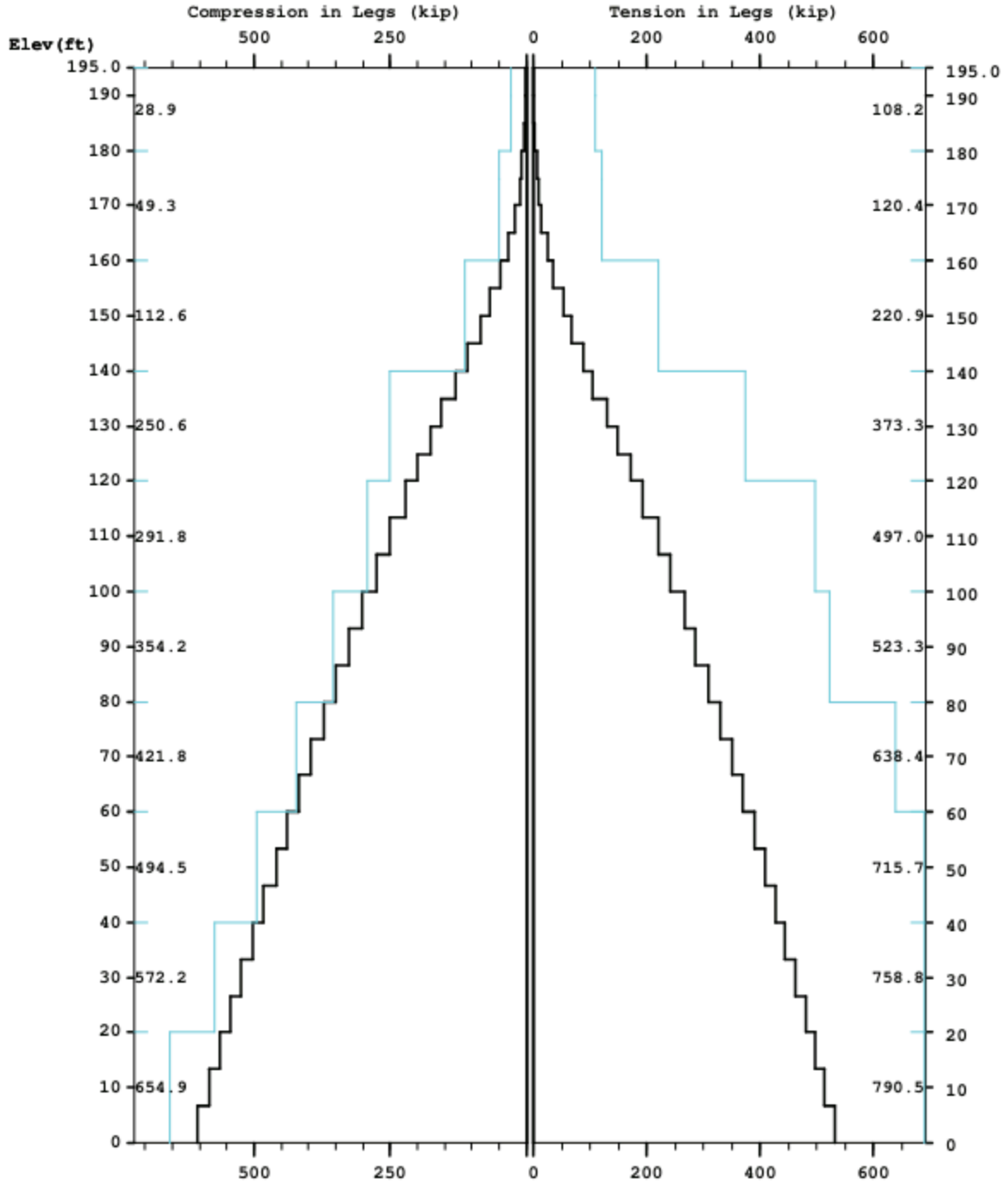
(1.0 cu. yds.)
(3 REQUIRED; NOT TO SCALE)

Rebar Schedule per Pier	
Pier	(6) #5 vertical rebar w/ #4 ties, two (2) within top 5" of pier then 12" C/C
Anchor Bolts per Leg	
	(6) 1.5" dia. x 78" F1554-105 on a 12" B.C. w/ 9.5" max. projection above concrete.

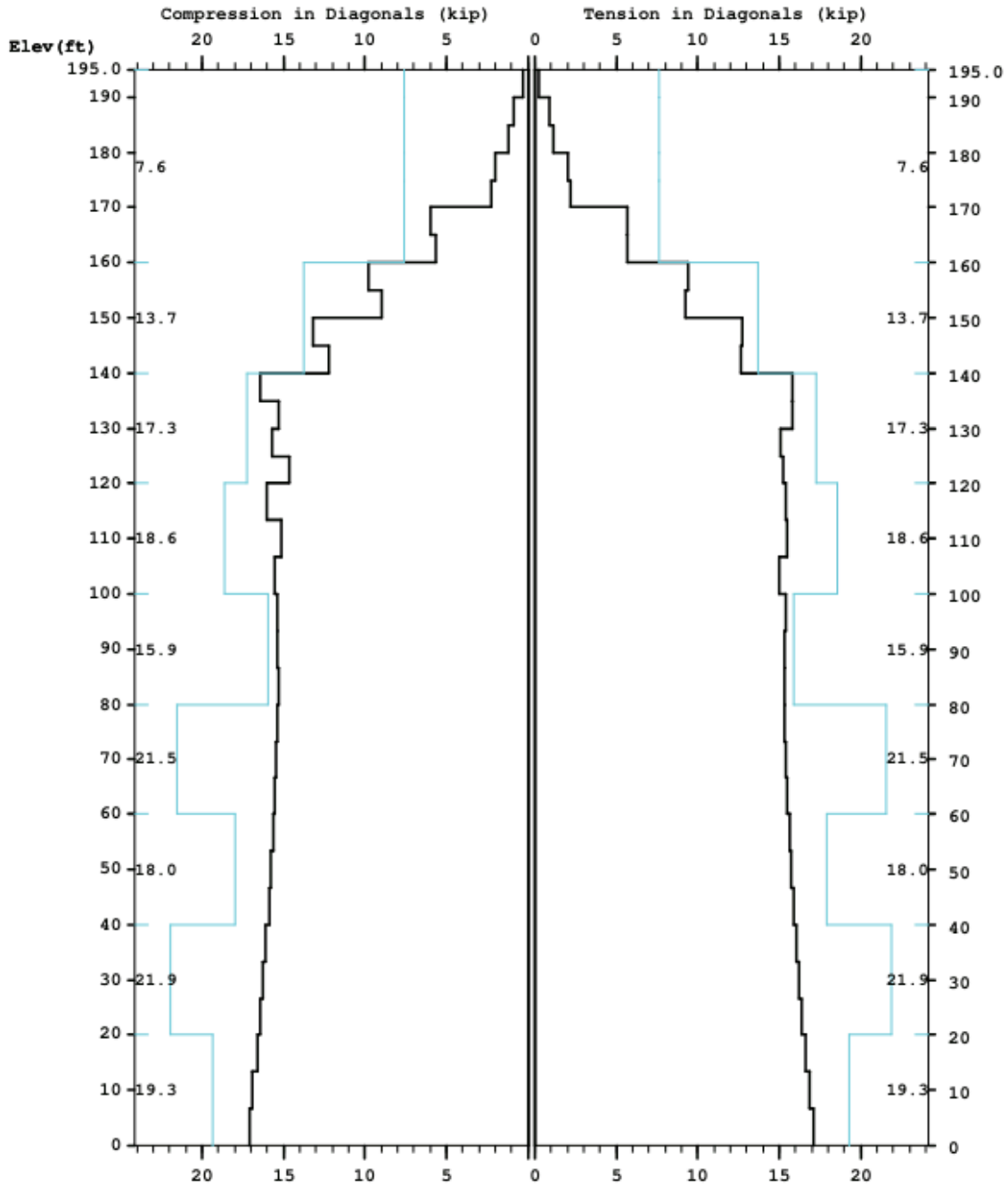
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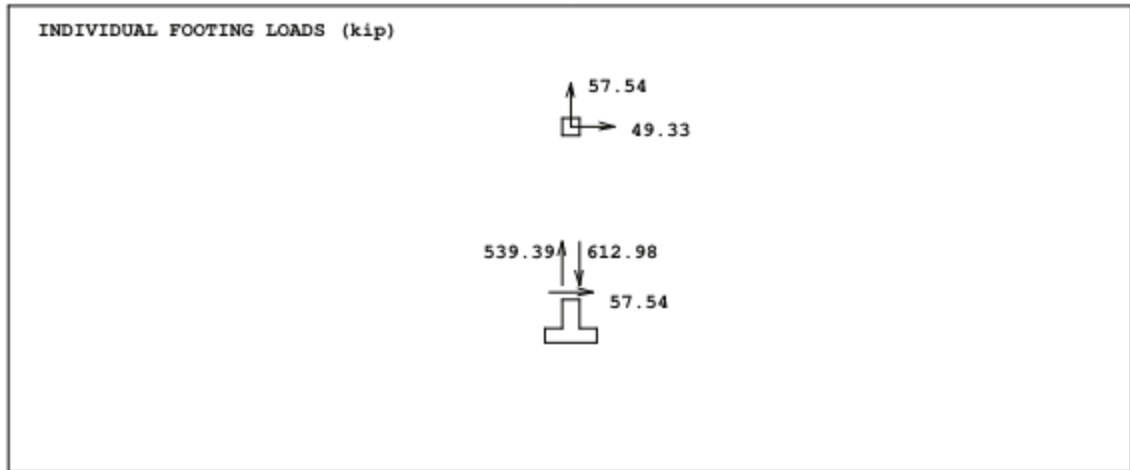
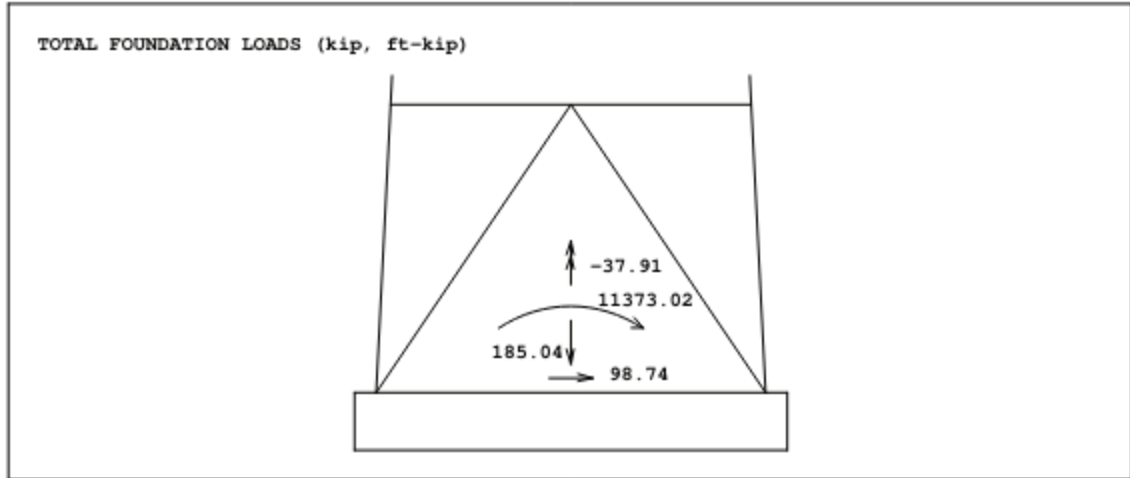
Maximum



Maximum



Maximum



Non-Collusion Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) She/He is the _____ (owner, partner, officer, representative or agent) of the Proposer that had submitted the attached proposal.
- (2) She/He is fully informed with respect to the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
- (3) As such, the proposal is genuine and is not part of any conspiracy, collusion or deception.
- (4) Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other responder, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other responder, or to fix any overhead, profit or cost element for the prices or the proposal price of any responder, or to secure person interested in the proposed contract; and the price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- (5) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer, or potential proposer.
- (6) Neither the price(s) nor the amount of this proposal, and neither the approximate prices(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a responder/proposer or potential proposer, and they will not be disclosed before proposal opening.

- (7) No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than its proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- (8) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- (9) The above representations are material and important, and will be relied on by Upward Broadband in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Upward Broadband of the true facts relating to the submission of proposals for this contract.

(Signed) _____

(Printed Name)

(Title)

Subscribed and sworn to me before this _____ day of _____,
2023.

Name

Title

My commission expires _____

Responders Signature Form

Responder _____

Proposal must be signed here _____

Address _____

Telephone Number _____

Individual Partnership or Corporation

The responder certifies that they come under the class checked below:

Please insert the appropriate names:

A. Individual Owner _____

B. Partnership Partners _____

C. Corporation _____

Exact Name of Corporation

State Incorporated

Note:

Proposals should be as net prices and shall prevail in the awarding contracts.

Failures of the responders to sign the proposal and have the signature of an authorized representative or agent on the proposal in the space provided, will be cause for rejection of the proposal.

Signatures must be written in ink. Typed, printed, or stamped signatures will not be accepted.

DEBARMENT CERTIFICATION FORM

The Proposer certifies that, neither the firm nor any owner, partner, director, officer, or principal of the Proposer, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); 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) Is 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 (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

The Proposer further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this _____ day of _____, 20 _____

By _____
Authorized Signature

Printed Name and Title

Company Name