



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 a concrete retaining wall, 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 C and 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 retaining wall and tower foundation, the personnel, plus the concrete/ shall be delivered to Shade Mountain 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

April 29, 2024	RFP released to vendors
May 1, 2024	Notification of intent to bid should be emailed to ahorn@upwardbroadband.com and cpickel@upwardbroadband.com by 11:59 pm.
May 2, 2024	Last date for questions/clarifications for Proposers. Questions must be in writing, email is acceptable and encouraged.
May 8, 2024	Response closed 11:59 pm EST (<u>NO PROPOSALS</u>) accepted after this time.
May 9, 2024	Proposer notification
May 10, 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.

Pennsylvania Prevailing Wage Act will be required for any response over \$25,000. If below \$25,000, a contractor will not be required to pay laborers the prevailing wage.

Pennsylvania Prevailing Wage Act - This project will be subject to and governed by the provisions of the Pennsylvania Prevailing Wage Act. Bidders shall prepare their proposals after giving consideration to the applicability of said Pennsylvania Prevailing Wage Act to the work involved and all other laws and regulations, State and/or Federal, applicable to such projects.

The contractor and any subcontractor shall fully comply with all regulations under Act No. 442 is cited as the Pennsylvania Prevailing Wage Act, effective as of February 1, 1962, as amended by August 9, 1963 (Act No. 342).

There shall be paid each mechanic or laborers of the contractor or any subcontractor engaged in work on the Project under the contract in the trade or occupation listed below, not less than the hourly wage rate set opposite the same, regardless of any contractual relationship which may be alleged to exist between the contractor or any subcontractor and such laborers and mechanics, as set forth in the applicable Wage Rate Decisions of the Commonwealth of Pennsylvania, Department of Labor and Industry.

Requirements under the Pennsylvania Prevailing Wage Act

- i. The contractor shall pay no less than the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442) as amended August 9, 1963 (Act No. 342), and the regulations issued pursuant thereto, to assure the full and proper payment of said rates.
- ii. Workmen shall be paid no less than such general prevailing minimum wage rates and such other provisions to assure payment thereof as heretofore set forth in this section.
- iii. The contract provisions shall apply to all work performed on the contract by the contractor and to all work performed on the contract by all subcontractors.
- iv. The contractor shall insert in each of his subcontracts all of the stipulations contained in these required provisions and such other stipulations as may be required.
- v. No workmen may be employed on the public work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or

different classifications are necessary, the procedure set forth in Section 7 of these Regulations shall be followed.

vi. All workmen employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractual relationship which may be alleged to exist between any contractor, subcontractor and workmen, not less than once a week without deduction or rebate on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the contract, the Act or these regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any workman on public work.

vii. The contractor and each subcontractor, if applicable, shall post for the entire period of construction, the wage determination decisions of the Secretary, including the effective date of any changes thereof, site of the work and each place or places used by them to pay workmen their wages.

viii. The contractor and all subcontractors, if applicable, shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the public work and such record must include any deductions from each workman. The record shall be preserved for five (5) years from the date of payment, provided to Upward Broadband's Staff Accountant weekly, and shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the Secretary or his duly authorized representatives.

ix. Apprentices shall be limited to such number as shall be in accordance with a bona fide apprenticeship program registered with, and approved by, the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on the work project. Any workmen using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeymen in that particular craft and/or classification.

x. Wages shall be paid without any deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workmen.

xi. Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain

amount of work, or the production of a certain results shall be deemed a violation of the Act and these Regulations, regardless of the average hourly earnings resulting therefrom.

xii. Each contractor and each subcontractor, if applicable, shall file a statement each week and a final statement at the conclusion of work on the contract with the contracting agency, under oath, and in form satisfactory to the Staff Accountant at Upward Broadband, certifying that all workmen have been paid wages in strict conformity with the provisions of the contract as prescribed by this Section 3 of these Regulations, or if any wages remain unpaid to set forth the amount of wages due and owing to each workman respectively.



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 retaining wall, 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 C 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, indemnify 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 Month Day, 2023.

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, the retaining wall, and the concrete itself for both the foundation as well as the wall.



TOTAL \$ _____

Appendix B

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:	23-06260
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:	Huntingdon County

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

Project: 23-06260 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/27/2022		\$38.80	\$30.01	\$68.81
Asbestos & Insulation Workers	6/26/2023		\$41.70	\$29.11	\$70.81
Asbestos & Insulation Workers	7/1/2024		\$38.80	\$34.06	\$72.86
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	12/1/2022		\$34.14	\$22.38	\$56.52
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2023		\$33.01	\$18.41	\$51.42
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2024		\$33.97	\$18.95	\$52.92
Cement Masons	1/1/2023		\$30.24	\$19.20	\$49.44
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 (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2020		\$33.76	\$30.13	\$63.89
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2023		\$36.26	\$31.38	\$67.64
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

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

Project: 23-06260 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Landscape Laborer	1/1/2026		\$26.37	\$19.03	\$45.40
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 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
Plasterers	6/1/2022		\$29.95	\$13.61	\$43.56
Plasterers	6/1/2023		\$32.14	\$20.54	\$52.68
Plumbers and Steamfitters	6/1/2023		\$38.57	\$26.26	\$64.83
Pointers, Caulkers, Cleaners	12/1/2022		\$35.47	\$20.88	\$56.35
Roofers	6/1/2022		\$36.04	\$19.13	\$55.17
Roofers	6/1/2023		\$37.00	\$19.92	\$56.92
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

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

Project: 23-06260 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Sprinklerfitters	4/1/2023		\$44.33	\$28.04	\$72.37
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: 23-06260 - 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 (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2020		\$33.76	\$30.13	\$63.89
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2023		\$36.26	\$31.38	\$67.64
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

Commonwealth of Pennsylvania
Report Date: 7/17/2023

Department of Labor & Industry
Page 5 of 7

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

Project: 23-06260 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
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
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 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

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

Project: 23-06260 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
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
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)
 Hllift (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)
 Hiliift (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

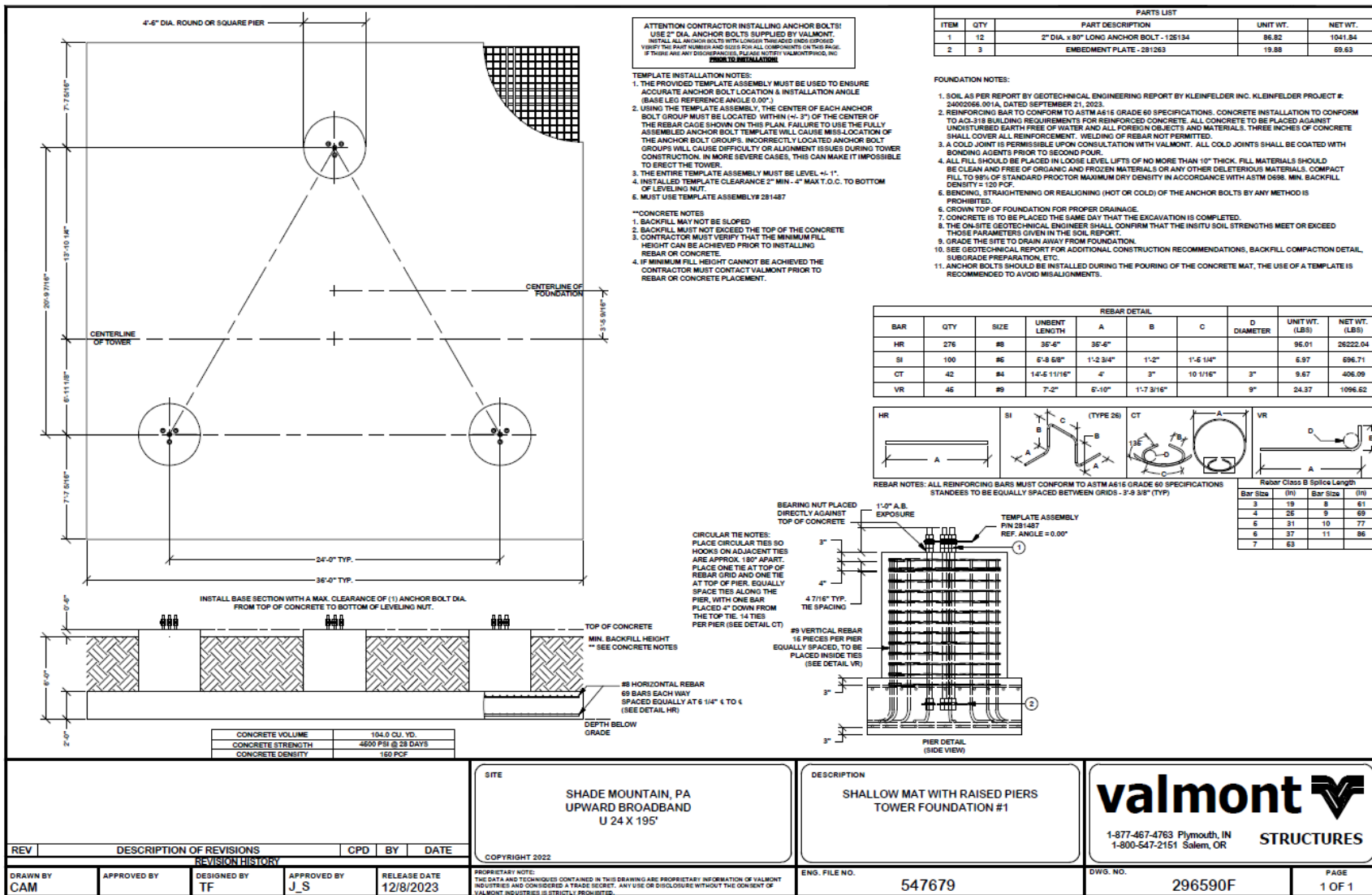
Ballast Regulator
Concrete Mixer (1 cy. and under with skip)
Concrete Saw (Ridden or self-propelled)
Conveyor
Elevator (Material hauling only)
Fork-lift (Ridden or self-propelled)
Generator
Grout Pump
Heater (Mechanical)
Hoist (single drum)
Ladavator
Light Plant
Mulching Machine
Personnel Boat (Powered)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

Appendix C
547679 Drawings Rev A (3)





PRELIMINARY DESIGN. NOT FOR CONSTRUCTION.**UNIT BASE FOUNDATION SUMMARY**

Upward Broadband
U-24 x 195' - Shade Mountain, PA

U 24.0 195
Quote- 547679-03

V 3.0

Foundation Dimensions	
Pad width, W:	36.25 ft
Depth, D:	8.50 ft
Ext. above grade, E:	0.50 ft
Pier diameter, d:	4.00 ft
Pad thickness, T:	1.75 ft
Depth neglected, N:	8.50 ft
Volume, V _a :	95.29 cy

Reinforcement Design	
pad rebar qty., m _p :	55 bars *
size, S _p :	8
pier vertical qty., m _v :	21 verticals/pier
size, S _v :	8 3.9' cage
Horizontal Rebar in top 6in of pier for temp. & shrinkage?:	no per TIA-222-H 9.3
pier tie qty., m _t :	14 ties/pier
size, S _t :	4 default hook

* Rebar to be equally spaced, both ways, top & bottom, for a total of 220 bars.
* Use standoffs to support top rebar above bottom rebar in mat.

Foundation Loading			
	stress ratio: 99.9%	mark up: 0.1%	
Shear (Per Leg), S _y :	70.00 kips	x 1 =	70.07 kips
Shear (total), S:	111.00 kips	x 1 =	111.11 kips
Moment, M:	13329.00 ft-kips	x 1 =	13342.33 ft-kips
Compression/Leg, C:	668.00 kips	x 1 =	668.67 kips
Uplift/Leg, U:	606.00 kips	x 1 =	606.61 kips
Tower Weight, W _t :	80.00 kips	=	80.00 kips

Soil Information Per:	
Assumed as Clay Per TIA-222-H Annex F.	

Soil Parameters	
Soil unit weight, γ:	110 pcf
Ultimate Bearing, B _c :	5.000 ksf
Cohesion, C _u :	1.000 ksf
Friction angle, φ:	0.0 degrees
Ult. Passive P., P _p :	0.345 pcf
Base sliding, μ:	0.20
Seismic Design Cat.:	A
Water at:	none ft

Anchor Steel Selection	
Part Number, P/N:	125134
	(4) 2" Dia. x 80" Anchor Bolts Per Leg Grade 105

Material Properties	
Steel tensile str., F _y :	60000 psi
Conc. Comp. str., F' _c :	4500 psi
Conc. Density, δ:	150 pcf
Clear cover, cc:	3.00 in

Backfill Compaction	
Lift thickness:	12 in
Compaction:	97 %
Standard Proctor:	ASTM D698

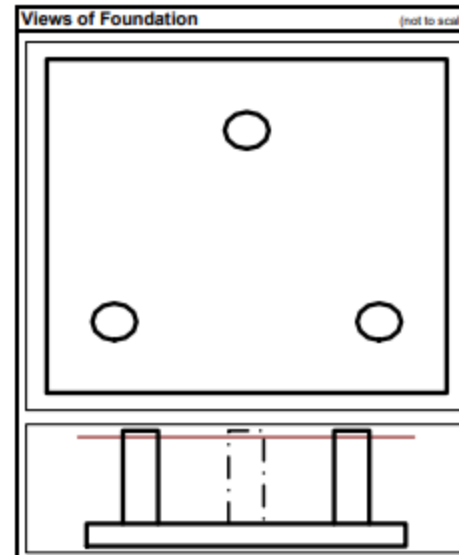
Tower design conforms to the following:

* International Building Code (IBC)

* ANSI TIA-222-H

* Building Code Requirements for Reinforced Concrete (ACI 318-14)

Note: The centroid of the tower is offset from the centroid of the foundation



Additional Notes:

* No foundation modifications listed.

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Appendix D
Construction drawings for the retaining wall.





**NETWORK
CONNEX**

6805 BITTER ROAD, SUITE 305
MECHANICSBURG, PENNSYLVANIA 17055
PHONE: (717) 855-1788
FAX: (717) 855-0871
www.networkconnex.com

SCHEDULE OF REVISIONS

NO.	DATE	DESCRIPTION OF CHANGE
1		
2		
3		
4		
5		
6	04/15/2024	ISSUE FOR CONSTRUCTION
7	04/15/2024	CLIENT REVIEW

DESIGNED BY:	2023
CHECKED BY:	2023
APPROVED BY:	2023
SCALE:	NOTED

DRAWING TITLE:

**GRADING
DETAILS**

DRAWING SHEET:

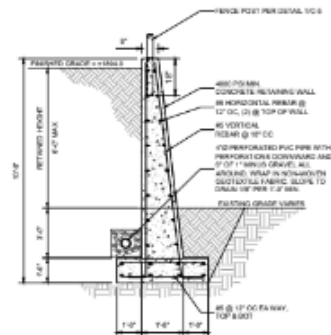
ES-2

**SHADE MOUNTAIN
SHIRLEY TOWNSHIP,
PENNSYLVANIA**

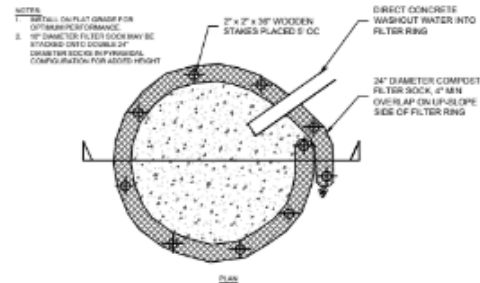
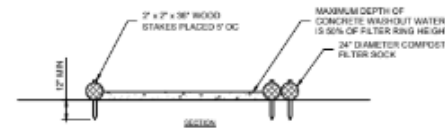
SHEET NO. 13 OF 25



ANDREW M. MILLER, P.E.
PENNSYLVANIA PROFESSIONAL ENGINEER
LICENSE NO. 100000000000000



RETAINING WALL ELEVATION
SEE 2 SCALE: N.T.S.



CONCRETE WASHOUT DETAIL
SEE 2 SCALE: N.T.S.

STANDARD E&S PLAN NOTES:

1. A COPY OF THE APPROVED DRAWINGS (STAMPED, SIGNED AND DATED BY THE REVIEWING AGENCY) MUST BE AVAILABLE AT THE PROJECT SITE AT ALL TIMES.
2. BEFORE IMPLEMENTING ANY REVISIONS TO THE APPROVED EROSION AND SEDIMENT CONTROL PLAN OR REVISIONS TO OTHER PLANS WHICH MAY AFFECT THE EFFECTIVENESS OF THE APPROVED E&S CONTROL PLAN, THE OPERATOR MUST RECEIVE APPROVAL OF THE REVISIONS FROM HUNTINGDON COUNTY.
3. CLEARING, GRUBBING, AND TOPSOIL STRIPPING SHALL BE LIMITED TO THOSE AREAS DESCRIBED IN EACH STAGE OF THE CONSTRUCTION SEQUENCE. GENERAL SITE CLEARING, GRUBBING AND TOPSOIL STRIPPING MAY NOT COMMENCE IN ANY STAGE OR PHASE OF THE PROJECT UNTIL THE E&S BMPs SPECIFIED BY THE CONSTRUCTION SEQUENCE FOR THAT STAGE OR PHASE HAVE BEEN INSTALLED AND ARE FUNCTIONING AS DESCRIBED IN THIS DOCUMENT.
4. AT NO TIME SHALL CONSTRUCTION VEHICLES BE ALLOWED TO ENTER AREAS OUTSIDE THE LIMIT OF DISTURBANCE BOUNDARIES SHOWN ON THE PLANS. THESE AREAS MUST BE CLEARLY MARKED AND FENCED OFF BEFORE CLEARING AND GRUBBING OPERATIONS BEGIN.
5. IMMEDIATELY UPON DISCOVERING UNFORESEEN CIRCUMSTANCES POSING THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION, THE OPERATOR SHALL IMPLEMENT APPROPRIATE BMPs TO MINIMIZE THE POTENTIAL FOR EROSION AND SEDIMENT POLLUTION AND NOTIFY THE LOCAL CONSERVATION DISTRICT AND/OR THE REGIONAL OFFICE OF DEP.
6. SEDIMENT BASINS AND/OR TRAPS SHALL BE KEPT FREE OF ALL CONSTRUCTION WASTE, WASH WATER, AND OTHER DEBRIS HAVING POTENTIAL TO CLOG THE BASIN/TRAP OUTLET STRUCTURES AND/OR POLLUTE THE SURFACE WATERS.
7. ALL PUMPING OF WATER FROM ANY WORK AREA SHALL BE DONE ACCORDING TO THE PROCEDURE DESCRIBED IN THIS PLAN. ONLY UNDISTURBED, UNCONTAMINATED AREAS (DISCHARGE POINTS) SHOULD BE ESTABLISHED TO PROVIDE FOR MAXIMUM DISTANCE TO ACTIVE WATERWAYS.
8. UNTIL THE SITE IS STABILIZED, ALL E&S BMPs MUST BE MAINTAINED PROPERLY. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL E&S BMPs AFTER EACH RUNOFF EVENT AND ON A WEEKLY BASIS, ALL PREVENTATIVE AND REPAIR/MAINTENANCE WORK, INCLUDING CLEAN OUT, REPAIR, REPLACEMENT, REDESIGNING, REBUILDING AND RE-TESTING MUST BE PERFORMED IMMEDIATELY. IF E&S BMPs FAIL TO PERFORM AS EXPECTED, REPLACEMENT BMPs, OR MODIFICATIONS OF THOSE INSTALLED WILL BE REQUIRED.
9. A LOG SHOWING DATES THAT E&S BMPs WERE INSPECTED AS WELL AS ANY DEFICIENCIES FOUND AND THE DATE THEY WERE CORRECTED SHALL BE MAINTAINED ON THE SITE AND BE MADE AVAILABLE TO REGULATORY AGENCY OFFICIALS AT THE TIME OF INSPECTION.
10. SEDIMENT TRACKED ONTO ANY PUBLIC ROADWAY OR SIDEWALK SHALL BE RETURNED TO THE CONSTRUCTION SITE BY THE END OF EACH WORK DAY AND DISPOSED BY THE METHOD DESCRIBED IN THIS PLAN. IN NO CASE SHALL THE SEDIMENT BE WASHED, SHOVELED, OR SWEEP INTO ANY ROAD OR DITCH, STORM SEWER, OR SURFACE WATER.
11. ALL EXCAVATION FOR UTILITY LINE INSTALLATION SHALL BE LIMITED TO THE AMOUNT THAT CAN BE EXCAVATED, INSTALLED, BACKFILLED AND STABILIZED WITHIN ONE WORKING DAY. ALL EXCAVATED MATERIAL SHALL BE DEPOSITED ON THE UPSLOPE SIDE OF THE TRENCH.
12. FAILURE TO CORRECTLY INSTALL E&S BMPs, FAILURE TO PREVENT SEDIMENT-LOADED RUNOFF FROM LEAVING THE CONSTRUCTION SITE, OR FAILURE TO TAKE IMMEDIATE CORRECTIVE ACTION TO RESOLVE FAILURE OF E&S BMPs MAY RESULT IN ADMINISTRATIVE, CIVIL, AND/OR CRIMINAL PENALTIES BEING IMPOSED BY THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION AS DEFINED IN SECTION 602 OF THE PENNSYLVANIA CLEAN STREAMS LAW. THE CLEAN STREAMS LAW PROVIDES FOR UP TO \$10,000 PER DAY IN CIVIL PENALTIES, UP TO \$10,000 IN SUMMARY CRIMINAL PENALTIES, AND UP TO \$25,000 IN MISDEMEANOR CRIMINAL PENALTIES FOR EACH VIOLATION.

MATERIAL NOTES:

1. SEDIMENT TO BE REMOVED FROM BEHIND THE COMPOST FILTER SOCKS, ONCE CLEANED OF ANY INCLUDED DEBRIS, MAY BE DISPOSED ON THE TOPSOIL STOCKPILE.
2. ALL BUILDING MATERIALS AND WASTES MUST BE REMOVED FROM THE SITE AND RECYCLED OR DISPOSED OF IN ACCORDANCE WITH THE DEPARTMENT'S SOLID WASTE MANAGEMENT REGULATIONS AT 25 PA CODE CHAPTER 280, §2801 ET SEQ., 271.1, AND 287.1 ET SEQ. NO BUILDING MATERIALS OR WASTES OR UNUSED BUILDING MATERIALS SHALL BE BURNED, BURIED, DUMPED, OR DISCHARGED AT THE SITE.
3. ALL OFF-SITE WASTE AND BORROW AREAS MUST HAVE AN E&S PLAN APPROVED BY THE LOCAL CONSERVATION DISTRICT OR DEP FULLY IMPLEMENTED PRIOR TO BEING ACTIVATED.
4. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ANY MATERIAL BROUGHT ON SITE IS CLEAN FILL. FILL PROPERTIES MUST BE OBTAINED BY THE PROPERTY OWNER FOR ANY FILL MATERIAL AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE BUT QUALIFYING AS CLEAN FILL DUE TO ANALYTICAL TESTING. ALL FILL SHALL BE COMPACTED AS REQUIRED TO REDUCE EROSION, SLIPPAGE, SETTLEMENT, SUBSIDENCE OR OTHER RELATED PROBLEMS. FILL INTENDED TO SUPPORT BUILDINGS, STRUCTURES AND CONDUITS, ETC. SHALL BE COMPACTED IN ACCORDANCE WITH LOCAL REQUIREMENTS OR CODES.
5. FILL MATERIALS SHALL BE FREE OF FROZEN PARTICLES, BRUSH, ROOTS, ROD, OR OTHER FOREIGN OR OBJECTABLE MATERIALS THAT WOULD INTERFERE WITH OR PREVENT CONSTRUCTION OF SATISFACTORY FILL.
6. FROZEN MATERIALS OR SOFT, MUCKY, OR HEAVILY COMPRESSIBLE MATERIALS SHALL NOT BE INCORPORATED INTO FILL.
7. FILL SHALL NOT BE PLACED ON SATURATED OR FROZEN SURFACES.

SEQUENCE OF CONSTRUCTION:

ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE FOLLOWING SEQUENCE, UNLESS SPECIFICALLY INDICATED OTHERWISE. EACH STAGE SHALL BE COMPLETED BEFORE ANY FOLLOWING STAGE IS INITIATED. CLEARING AND GRUBBING SHALL BE LIMITED TO THOSE AREAS DESCRIBED IN EACH STAGE.

AT LEAST 5 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, OR EXPANSION INTO AN AREA PREVIOUSLY UNMARKED, THE PA ONE CALL SYSTEM SHALL BE NOTIFIED (800-242-1773) FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES.

ALL EXISTING MATERIALS AND WASTES GENERATED DURING THE CLEARING AND GRUBBING OF THIS SITE SHALL BE REMOVED FROM THIS SITE AND RECYCLED OR PROPERLY DISPOSED. WASTE CANNOT BE BURNED ON SITE. EROSION CONTROL MEASURES (SILT FENCE, STONE BERM, ETC.) SHOULD BE REMOVED AND RELIED, IF AND WHEN POSSIBLE, OR REMOVED FOR OFF-SITE DISPOSAL.

THE PROJECT SITE AND THE AREA OF DISTURBANCE ARE BOTH 0.18 ACRES. THE PROJECT IS TO BE CONSTRUCTED IN ONE PHASE. THE CONTRACTOR IS ADVISED TO BECOME FAMILIAR WITH ALL EROSION CONTROL MEASURES AND METHODS OUTLINED IN THE "EROSION AND SEDIMENT POLLUTION CONTROL PROGRAM MANUAL," PUBLISHED BY THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (PA DEP), LATEST EDITION. COPIES OF THE APPROVED EROSION CONTROL PLAN MUST BE AVAILABLE ON-SITE THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL BE AWARE THAT NO SEDIMENT-LOADED RUNOFF SHALL BE ALLOWED TO FLOW TO THE PROPOSED UNDERGROUND INFILTRATION SYSTEM. ALL FLOW INTO THE INFILTRATION SYSTEM SHALL BE BLOCKED UNTIL ALL SITE AREAS ARE STABILIZED.

THE CONTRACTOR SHALL CHECK AND PROPERLY MAINTAIN ALL EROSION AND SEDIMENT CONTROL FACILITIES ON A WEEKLY BASIS AND AFTER EACH STORM EVENT. SUFFICIENT QUANTITIES OF COMPOST FILTER SOCK, SILT FENCING, CRUSHED STONE, STRAW BALES, SEEDING, AND MULCHING SUPPLIES SHOULD BE READILY AVAILABLE FOR REMEDIAL WORK IF REQUIRED.

ALL DISTURBED AREAS THAT CANNOT BE STABILIZED PER THE TEMPORARY STABILIZATION SPECIFICATIONS DUE TO ONGOING EARTHMOVING AND OTHER TRAFFIC SHALL RECEIVE AN APPLICATION OF WOOD CHIP MULCH (3 TONS PER ACRE) OR A HAY OR STRAW MULCH (3 TONS PER ACRE). ALL OTHER DISTURBED AREAS REMAINING OPEN SHALL BE TEMPORARILY SEEDING AND MULCHED.

1. STAKE OUT LIMIT OF DISTURBANCE, AS WELL AS ANY STREAMS OR WETLANDS IN THE VICINITY OF THE LIMITS OF DISTURBANCE, AS INDICATED ON PLANS.
2. STAKE OUT LOCATION OF PROPOSED BERMED STORMWATER INFILTRATION AREA AND MARK WITH CONSTRUCTION FENCING TO PREVENT COMPACTION OF SOILS.
3. INSTALL ROCK CONSTRUCTION ENTRANCE AS INDICATED ON THE PLANS.
4. INSTALL SUPER SILT FENCE AND COMPOST FILTER SOCK AS INDICATED ON THE PLANS.
5. CLEAR AND GRUB AREA FOR ACCESS DRIVE AND COMPOUND. STRIP TOPSOIL AND STOCKPILE WHERE INDICATED ON THE PLAN. IMMEDIATELY STABILIZE STOCKPILE AND PLACE COMPOST FILTER SOCK PER THE PLANS AND SPECIFICATIONS.
6. GRACE PROPOSED ACCESS DRIVE AS INDICATED ON PLANS.
7. ONCE ACCESS DRIVE HAS BEEN INSTALLED, CLEAR PROPOSED COMPOUND AREA AND STABILIZE IMMEDIATELY WITH GRASS. FENCE SECTION AS INDICATED ON PLANS. AREA DISTURBED OUTSIDE LIMITS OF ACCESS DRIVE AND FENCED COMPOUND SHALL BE IMMEDIATELY STABILIZED WITH PERMANENT SEEDING PER THE PERMANENT STABILIZATION SPECIFICATIONS.
8. INSTALL UTILITY CONDUIT RUNS AS INDICATED ON THE PLANS. STRIKING UP CONDUITS AT EQUIPMENT TERMINATION POINTS. CONSTRUCT PROPOSED CELL TOWER AND ASSOCIATED IMPROVEMENTS AS INDICATED ON PLANS. RE-STABILIZE ALL AREAS DISTURBED DURING THESE ACTIVITIES AS APPLICABLE.
9. CONSTRUCT PROPOSED STORMWATER INFILTRATION BERM AS INDICATED ON PLANS.
10. STABILIZE ANY REMAINING DISTURBED AREAS ACCORDING TO THE PERMANENT STABILIZATION SPECIFICATIONS.
11. HUNTINGDON COUNTY MUST BE NOTIFIED FOR A FINAL SITE INSPECTION AND APPROVAL PRIOR TO REMOVAL OF EROSION CONTROLS.
12. ONCE ALL DISTURBED AREAS OF SITE HAVE BEEN STABILIZED IN ACCORDANCE WITH THE FINAL STABILIZATION REQUIREMENTS, REMOVE ANY REMAINING EROSION CONTROL MEASURES. IMMEDIATELY STABILIZE ALL AREAS DISTURBED BY THIS OPERATION. IN ORDER TO ENSURE RAPID REVEGETATION OF ALL DISTURBED AREAS, REMOVAL OF EROSION CONTROL BMPs SHOULD BE DONE ONLY DURING THE GERMINATING SEASON.

UTILITY LINE TRENCH EXCAVATION:

FOR UTILITY LINE TRENCH EXCAVATION, CONTROLS SHALL BE PROVIDED ACCORDING TO THE PENNSYLVANIA DEP EROSION AND SEDIMENT POLLUTION CONTROL MANUAL AND AS FOLLOWS:

1. CONSTRUCTION REQUIREMENTS:
 - A. LIMIT ADVANCE CLEARING AND GRUBBING OPERATIONS TO A DISTANCE OF 30 FEET BEYOND PIPE INSTALLATION THAT CAN BE COMPLETED IN ONE DAY.
 - B. WORK CROWS AND EQUIPMENT FOR TRENCHING, PLACEMENT OF PIPE, PLUG CONSTRUCTION AND BACKFILLING WILL BE SELF-CONTAINED AND SEPARATE FROM CLEARING AND GRUBBING, AND SITE RESTORATION AND STABILIZATION OPERATIONS.
 - C. LIMIT DAILY TRENCH EXCAVATION TO THE LENGTH OF PIPE PLACEMENT, PLUG INSTALLATION AND BACKFILLING THAT CAN BE COMPLETED IN THE SAME DAY.
 - D. WATER WHICH ACCUMULATED IN THE OPEN TRENCH WILL BE COMPLETELY REMOVED BY PUMPING, IN ACCORDANCE WITH APPLICABLE REGULATIONS, BEFORE PIPE PLACEMENT AND/OR BACKFILLING BEGINS.
 - E. ON THE DAY FOLLOWING PIPE PLACEMENT AND TRENCH BACKFILLING, THE DISTURBED AREA WILL BE GRADED TO FINAL CONTOURS AND APPROPRIATE TEMPORARY EROSION AND SEDIMENT POLLUTION CONTROL MEASURES/FACILITIES WILL BE INSTALLED. SEEDING AND MULCHING OF ALL DISTURBED AREAS WILL BE DONE AT THE END OF EACH WEEK.
2. EXCEPTIONS: IN CASES WHERE TRENCHES CANNOT BE BACKFILLED UNTIL THE PIPE IS HYDROSTATICALLY TESTED, OR ANCHORS AND OTHER PERMANENT FEATURES INSTALLED, ALL OF THE REQUIREMENTS LISTED UNDER ITEM 1 WILL REMAIN IN EFFECT WITH THE FOLLOWING EXCEPTIONS:
 - A. DAILY BACKFILLING OF THE TRENCH MAY BE DELAYED FOR SIX DAYS. ALL PRESSURE TESTING AND THE COMPLETED BACKFILLING OF THE OPEN TRENCH MUST BE COMPLETED BY THE SEVENTH WORKING DAY.
 - B. IF DAILY BACKFILLING IS DELAYED, THE DISTURBED AREA WILL BE GRADED TO FINAL CONTOURS, APPROPRIATE TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES/FACILITIES WILL BE INSTALLED, AND THE AREAS SEED AND MULCHED WITHIN THE NEXT TWO CALENDAR DAYS.

SOIL TYPES:

(FROM HUNTINGDON MBB SOIL SURVEY)

Soil: Shallow/Deep/Cherty Silty Loam, 0-15% slopes

GRAVITY CLASS: Very Shallow

SLOPE RANGE: 0-10%

HYDROLOGIC GROUP: C

REDUCED DEPTH: 10-15 inches

SEASONAL WATER TABLE: +80 inches

FLOODING POTENTIAL: None

PROFILE PERMEABILITY: 0.20 to 2.00 inch

Soil: Shallow/Deep Silty Loam, 0-15% slopes

GRAVITY CLASS: Very Shallow

SLOPE RANGE: 0-10%

HYDROLOGIC GROUP: C

REDUCED DEPTH: 20-40 inches

SEASONAL WATER TABLE: +80 inches

FLOODING POTENTIAL: None

PROFILE PERMEABILITY: 0.20 to 2.00 inch



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MICHIGANBORO, PENNSYLVANIA 17055
PHONE: (717) 854-4765
FAX: (717) 465-0861
www.networkconnex.com

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EROSION CONTROL NOTES

DRAWING NO.:

ES-3

SHADE TOWNSHIP
SHIRLEY MOUNTAIN,
PENNSYLVANIA

SHEET NO. 14 OF 25



ANDREW M. MILLER, P.E.
PENNSYLVANIA PROFESSIONAL ENGINEER
LICENSE # 0000134

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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