



**Pennsylvania
National Electric Vehicle Infrastructure (NEVI)
Formula Program**

ROUND 1B FUNDING OPPORTUNITY

**Commonwealth of Pennsylvania
Department of Transportation**

Josh Shapiro, Governor

Mike Carroll, Secretary of Transportation

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PennDOT NEVI Formula Program Funding Opportunity

Agency: Strategic Development and Implementation Office (SDIO), Pennsylvania Department of Transportation (PennDOT)

Action: National Electric Vehicle Infrastructure (NEVI) Funding Opportunity

Summary: The purpose of this notice is to solicit Proposals for PennDOT National Electric Vehicle Infrastructure (NEVI) Formula contracts. Funds for the federal fiscal years (FFY) 2023 and 2024 PennDOT NEVI Program are to be awarded on a competitive basis to plan, design, construct, operate, and maintain Electric Vehicle Supply Equipment (EVSE) sites across Pennsylvania.

Dates: PennDOT will begin accepting Proposals via the eGrants Public Portal Interface on May 13, 2024. Proposals must be submitted by 5:00 PM EDT on Friday, July 10, 2024, unless extended by PennDOT. Late Proposals will not be accepted.

Addresses: All Proposal materials and attachments are to be submitted electronically via Pennsylvania Department of Community and Economic Development's (DCED) eGrants Public Portal Interface, an online submission system used by PennDOT, by an eligible Prospective Contractor (see Section II.A). The electronic Proposal through the eGrants Public Portal Interface will be available at:

<https://www.esa.dced.state.pa.us/Login.aspx>. The Proposal can be saved at any time and accessed later.

Accessing the Proposal requires a Keystone Login (<https://keystonelogin.pa.gov/Account/Register>). If the Prospective Contractor already has a Keystone Login, that may be used. Instructions for registering for a new Keystone Login are provided on the login page.

For Further Information: Prospective Contractors must contact PennDOT NEVI Program staff via email at ra-pdevcorridors@pa.gov for any questions or further information. In addition, PennDOT will regularly post answers to questions and requests for clarifications on PennDOT's website at <https://www.penndot.pa.gov/ProjectAndPrograms/Planning/EVs/Pages/FAQs.aspx>. The deadline to submit technical questions regarding this NEVI Funding Opportunity is Monday, May 6, 2024.

Supplementary Information: Each section of this notice contains information and instructions relevant to the Proposal process for PennDOT NEVI contracts. All Prospective Contractors shall read this notice in its entirety along with the referenced documents, the questions and answers on PennDOT's NEVI webpage, and any addenda published later to have the information needed to submit eligible and competitive Proposals.

Please refer to the appendices to this NEVI Funding Opportunity for definitions of key terms, Proposal instructions, the Proposal questionnaire, the scoring rubric, charging station requirements, a list of required Proposal materials and Project deliverables, disadvantaged community (DAC) score and eligibility information, the required utility form, sample cybersecurity clauses, a site design checklist, Davis-Bacon Act wage determinations, and a sample Agreement containing important legal requirements. The terms of the sample Agreement may change before execution.

National Electric Vehicle Infrastructure Standards and Requirements (23 CFR Part 680): Pennsylvania's NEVI program, and the terms of this document and all others provided along with it, are in conformance with Federal law and Federal Highway Administration (FHWA) regulations. On February 15, 2023, FHWA



issued a Final Rule which “establishes regulations setting minimum standards and requirements for Projects funded under the National Electric Vehicle Infrastructure (NEVI) Formula Program and Projects for the construction of publicly accessible Electric Vehicle (EV) chargers under certain statutory authorities, including any EV charging infrastructure Project funded with Federal funds that is treated as a Project on a Federal-aid highway.” The final Federal Rule, along with previous work towards the final Federal Rule, may be viewed online through the Federal Rulemaking portal at www.regulations.gov using the docket number FHWA-2022-0008. All Prospective Contractors must adhere to all provisions in the Federal Rule as well as any additional provisions in this NEVI Funding Opportunity.

All provisions of this NEVI Funding Opportunity, including appendices, that are relevant after the submission of a Proposal are included in the sample Agreement (see **Appendix XII – Round 1B National Electric Vehicle Infrastructure Program Agreement - Draft**). Exhibits that require signatures must be signed by the Prospective Contractor before PennDOT will execute the Agreement.

Note: PennDOT has retained a consultant to help manage the NEVI Formula Program. References to “PennDOT” in this NEVI Funding Opportunity should be read to include PennDOT’s consultant or other PennDOT contractors or consultants used to manage the program or perform discrete tasks.



Section I – Program Description

A. Overview

The Bipartisan Infrastructure Law (BIL) establishes a National Electric Vehicle Infrastructure Formula (NEVI Formula) program to provide funding to states to strategically deploy EV charging infrastructure and to establish an interconnected network to facilitate data collection, access, and reliability. The BIL directs FHWA to apportion NEVI Formula funding among states, including Pennsylvania, on a formula basis. Under the formula, Pennsylvania will receive \$171.5 million over five years to create an EV charging network across the state.

Future contract opportunities will be released as remaining federal funds are secured for the program. The PennDOT vision is to strategically deploy EV sites to support the development of convenient, accessible, reliable, and equitable EV charging. Once installed, EV sites are intended to complete a network for Electric Vehicle (EV) Direct Current fast charging (DCFC) every 50 miles or less along PennDOT’s FHWA Designated EV Alternative Fuel Corridors (hereafter referred to as “AFCs”). The PennDOT Electric Vehicle Infrastructure Deployment Plan (Pennsylvania NEVI Plan) and other relevant documents regarding this program can be found at the following site: www.pennDOT.pa.gov/EV - select “National Electric Vehicle Infrastructure (NEVI) Formula Program.”

In the spring of 2023 PennDOT solicited Proposals through the Round 1 NEVI program. During Round 1, PennDOT received 271 Proposals from Prospective Contractors and conditionally awarded over 50 Projects. PennDOT solicited additional Proposals through the Round 1A NEVI program, to continue building out the Pennsylvania AFC network. PennDOT received 86 proposals for Round 1A in January 2024 and conditionally awarded more than 25 Projects in April 2024. This current NEVI Funding Opportunity is for Round 1B. The focus of Round 1B is to fill all remaining gaps on the Pennsylvania AFC network.

B. Program Structure

The federal plan for NEVI-funded Charging Stations includes a phased approach over the five-year funding cycle. The first phase (Round 1, Round 1A, and Round 1B) will focus on fully building out the AFCs. Funds may not be spent on other sites until all AFCs are fully built out per federal guidelines.

Pennsylvania’s full list of AFCs (as of April 2024) include 11 primary interstates, five auxiliary interstates, and portions of four US highways. Each AFC is separated into groups of interchanges (exit numbers) and/or arterial segments called Corridor Groups.

PennDOT has developed an online map showing the 14 Corridor Groups eligible for Round 1B funding, which are labeled as Priority I or II. Note that Round 1B Corridor Groups have been modified and are different from Round 1 and Round 1A Corridor Groups and only include remaining gap areas.

- Priority I Corridor Groups (4) include interchanges that must have a NEVI-creditable Charging Station to fill the remaining AFC gaps and reach fully built out status. PennDOT intends to prioritize filling these gaps.
- Priority II Corridor Groups (10) include interchanges that are in locations meant to add resiliency to the charging network and improve equity.



Sites in all priority groups may be selected at PennDOT's discretion. Corridor Groups and priority levels may change in future funding rounds. Please note that all site selection is at the sole discretion of PennDOT.

Within each group, certain interchanges may be deemed ineligible for Round 1B funding based on three main reasons:

- If the interchange is already served by a planned NEVI-creditable Charging Station.
- If an interchange is a systems (high-speed) interchange where no arterials exist within one mile of the exit ramps.
- If an interchange only serves drivers traveling in one direction.

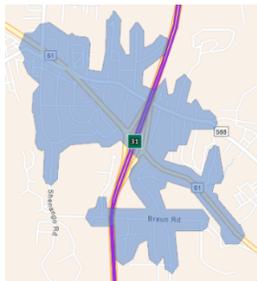
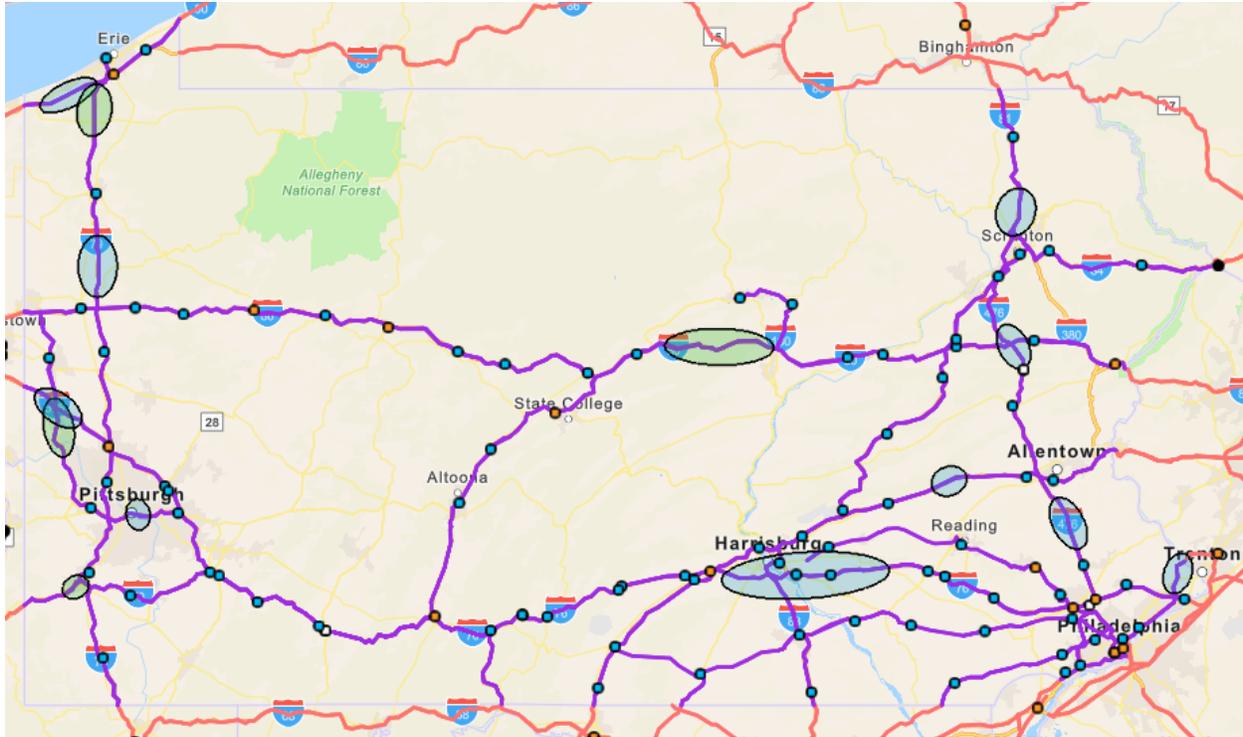
There are a total of 49 eligible interchanges for consideration in Round 1B. Each Proposal may only include one Candidate Site.

Each Candidate Site will be given a disadvantaged community (DAC) score based on the Census Tract where the site is located. An explanation of DAC scores is provided in **Appendix VII – Disadvantaged Community (DAC) Score and Eligible Interchanges**.

Community outreach and engagement activities will help shape subsequent rounds of funding. After AFCs are fully built out, all subsequent rounds of funding will focus on providing Charging Stations in communities across Pennsylvania. Focus areas may include disadvantaged communities, central business districts, rural town centers, other densely populated areas, and along Routes of Significance, as defined in PennDOT's EV Mobility Plan.

Round 1, Round 1A, and Round 1B are structured to provide incentive for Charging Stations in disadvantaged communities through scoring incentives to the greatest practical extent, while meeting the federal requirement to achieve AFC build out. Disadvantaged communities will be a central focus of post-AFC build out funding rounds when PennDOT has greater flexibility in selecting Project locations.

A screenshot from the online map, [Pennsylvania Round 1B NEVI Funding Opportunity - Eligibility Information](#), is shown below with an inset showing an example of a 1-mile interchange polygon for an eligible interchange. The legend is also shown, though not all legend elements appear on this inset. The Round 1B map is finalized and will not be updated. Any newly installed NEVI-creditable stations will not change the map, priority rankings, or scoring process.



Interchange Groups

- 70A Priority I – High
- 81A Priority II – Mid

NEVI Compliant Charging Sites

- PA Round 1/1A
- Existing Creditable
- PA Creditable Planned*
- Out of State Planned

*Non-NEVI Funding Sources

Interchanges/Segments

- 234 Eligible
- 234 Ineligible

AFCs

- PA Corridor
- Border State Corridor

1mi Polygons

- Full Polygon (no DAC shown)
- Split by DAC Score: 0 4 5 6 7 8 9

C. Award Information

Total Funding Available

PennDOT has appropriations of \$25.4 million for FFY 2022, \$36.5 million for FFY 2023, and \$36.5 million for FFY 2024, for a total of \$98.4 million currently available through the PennDOT NEVI Formula program. \$52.9 million is already committed to Round 1 and Round 1A awards. Some of the remaining amount may be used for labor and workforce training, planning, outreach, and administration as allowed by NEVI guidelines and for post AFC build-out. PennDOT is not required to have all the \$98.4 million in funds available obligated after Round 1B Projects are awarded.

The PennDOT NEVI Program is a reimbursement contract program and Prospective Contractors are required to provide a minimum 20 percent match of the eligible costs from non-federal sources.

Availability of Funds

Contract funding obligation occurs when a selected Prospective Contractor, now a Conditional Awardee, and PennDOT enter into a written Agreement after the Conditional Awardee has satisfied all applicable requirements. A more detailed anticipated timeline is provided in **Section V – Proposal Evaluation**. Any costs in



curred prior to a fully executed Agreement are not eligible for reimbursement. (Note that equipment held as inventory prior to Contract Execution may be considered an eligible cost if it is allocated to the Project following Notice to Proceed.) PennDOT NEVI Program funds must be used within 2 years of Agreement execution, unless an extension is granted by PennDOT. PennDOT recognizes that factors outside of the Prospective Contractor's control may result in some Projects requiring an extension. PennDOT retains the right to prioritize Projects for selection that are most likely to achieve an efficient timeline and/or AFC build-out requirements.

Start Dates and Period of Performance

PennDOT expects to obligate PennDOT NEVI Program funding after Project selections have been announced and full execution of the Agreement. Contractors can begin incurring non-construction costs upon final execution of the Agreement. Once all required preconditions are complete, the Contractor will be given a Notice to Proceed and can begin invoicing PennDOT for incurred costs and may proceed with construction activities. PennDOT will issue a Notice of Acceptance following the successful installation, testing, and certification of the site. The Period of Performance will start on the date stated in the Notice of Acceptance and continue for 60 months. All funds (except the retainage) will be disbursed within two months once a final invoice is approved for payment. More specific reimbursement terms are available in the Agreement. For more information and a flowchart of steps, see **Section VII – Installation Period and Period of Performance**.

Award Size and Anticipated Quantity

PennDOT expects to award contracts with the available funding for Round 1B with no minimum or maximum award size per site. PennDOT may make more or fewer awards and may alter maximum award sizes upon receiving the full pool of Proposals and assessing the needs of the program in relation to the priorities. PennDOT may award less than the full funding amount requested by a Prospective Contractor. PennDOT's intent is that no single Site Host or EVSE station operator may receive more than 25% of the total amount awarded in Round 1B nor more than 25% of the total number of selected Projects in Round 1B.

D. Round 1B Procedure

Round 1B is broken into four stages as follows:

- **Stage 0: Proposal Period** – Prospective Contractors complete their Proposal through the eGrants Public Portal Interface which includes all necessary submissions to be considered for an award. PennDOT will review all Proposals and select a subset of Prospective Contractors for Conditional Awards.
- **Stage 1: Post-Selection Period** – Prospective Contractors selected for a Conditional Award become Conditional Awardees and must go through the contracting process with PennDOT. This process includes the completion of several deliverables leading to the execution of the Agreement whereby the Conditional Awardee will become the Contractor. PennDOT will then issue a Notice to Proceed.
- **Stage 2: Installation Period** – Contractors must complete installation of the equipment and submit additional deliverables before PennDOT accepts the Project as operational. Upon



successful installation of equipment and completion of these deliverables, PennDOT will issue the Notice of Acceptance.

- **Stage 3: Period of Performance** – Once equipment is successfully installed and the Contractor is given Notice of Acceptance, the Contractor will operate the charging equipment and complete additional documentation periodically over the five-year Period of Performance.
- **Stage 4: Project Close-Out** – The Contractor will submit final quarterly and annual reports after the Project Period of Performance ends. Project Close-Out will commence upon acceptance of the final annual report. PennDOT will disburse the remaining one-fifth of retainage during this stage and the Project will be closed out.

Additional information on Project stages is available in the following locations:

- **Appendix XII – Round 1B National Electric Vehicle Infrastructure Program Agreement – Draft, Section 3(d)**: Details regarding the Project stages
- **Section VI – Post-Selection Activities**: details on Stage 1
- **Section VII – Installation Period and Period of Performance**: details on Stages 2 and 3
- **Appendix VI – Required Proposal Materials and Project Deliverables**: list of required deliverables corresponding to each stage of the Round 1B contracting process

Section II – Eligibility Information

A. Eligible Entities

All incorporated entities are eligible to receive NEVI funds unless a state or federal restriction would prevent PennDOT from awarding federal funds to the entity. Examples of such restrictions include not being [registered with the Pennsylvania Secretary of State](#) or having a state or federal debarment, suspension, or outstanding obligation. Refer to **Section V – Proposal Evaluation**, for examples of criteria that would make a Prospective Contractor ineligible. Prospective Contractors may follow their typical procurement processes when selecting team members, as long as they follow the processes and requirements outlined in the Federal Rule.

B. Eligible Projects

Round 1B PennDOT NEVI Program funds are restricted to Projects directly related to Charging Stations that are planned to be open to the public at all times, 24 hours per day and 7 days per week. Initially, funding under this program is directed to designated AFCs to build out the national network. Refer to the online map, [Pennsylvania Round 1B NEVI Funding Opportunity - Eligibility Information](#), for eligible interchanges and eligible Project locations.

C. Eligible and Ineligible Costs

Prospective Contractors may apply for up to 80 percent federal cost share of the eligible costs, with a minimum required match of 20 percent from non-federal sources. Eligible costs to be included in the cost share and match are defined in this section. When costs are submitted for reimbursement, they will



be reviewed for eligibility by PennDOT to ensure conformance with FHWA guidance per 2 CFR 200 and PennDOT NEVI Program guidance. The lists of eligible and ineligible costs are based on PennDOT's current understanding of Federal guidance.

Eligible Costs

To be considered "directly related" to charging of vehicles, items must be a necessary component in the Charging Station, be a necessary component to connect the Charging Station to the electricity source (or to supply power from the electricity source), provide eligible signage to direct EVs to the Charging Station, or provide information to EV users about use of the Charging Station. This includes costs of new public Charging Stations, as well as upgrades to existing Charging Stations. Eligible costs may include:

1. Costs for pre-construction work like environmental documents and studies, preliminary engineering, and related work.
2. Construction costs (as defined under 23 U.S.C. 101(a)(4)), including site restoration after installation, directly related to the Charging Station.
3. Costs for planning, permitting, acquisition, and installation of on-site distributed energy resource equipment (e.g., solar arrays, stationary batteries).
4. Costs to acquire and install on-site electric service equipment (e.g., power meter, transformer, switch gear), including shipping fees and applicable taxes.
5. Costs of minor grid updates consisting of work necessary to connect a Charging Station to the electric grid distribution network. (e.g., extending power lines or upgrading existing power lines).
6. Costs to install signage at a site that is compliant with the Manual on Uniform Traffic Control Devices and 23 CFR part 750.
7. Costs for EV workforce development activities related to the Project.
8. Costs to procure and install, repair, upgrade, and/or replace existing EV charging equipment to meet NEVI minimum standards and requirements.
9. Costs to procure and setup EVSE related hardware and software.
10. Costs to upgrade existing Charging Stations to meet Americans with Disabilities Act (ADA) requirements.
11. Fixed operating and maintenance costs (up to five years after the Charging Station is commissioned) including:
 - a. Charging equipment lease fees (if the Prospective Contractor chooses to lease the charging equipment rather than purchase it). The lease costs are only eligible if paid in advance through a contract.
 - b. Cellular network fees, internet service fees, or similar fees.



- c. Hardware and software maintenance and repair costs, including service agreements with third-party contractors and charging equipment manufacturers or warrantors are acceptable to PennDOT. Service agreements shall be fixed price and paid up-front in advance of the Period of Performance. PennDOT will not consider annual renewals to be eligible.
12. Costs for EV charging infrastructure data sharing. This includes, to the extent practicable, costs related to the specific data sharing requirements of this program as well as costs of data sharing on all chargers and charging activities on the EV network.
 13. Costs for construction Project management directly related to the Charging Station.
 14. Costs for additional permanently attached non-proprietary charging connectors, excluding the CHAdeMO connector, so long as each Charging Port has a CCS connector.

Ineligible Costs

1. Costs incurred prior to a fully executed Agreement.
2. Costs not directly related to charging of EVs.
3. Costs for the purchase or rental of real estate.
4. Costs for construction or general maintenance of building and parking facilities (if not directly related to the charging of EVs).
5. Administrative costs incurred by the Contractor.
6. Project equipment costs associated solely with installing DC fast charging plugs beyond the four required CCS plugs.
 - a. Ineligible costs include power cabinets and charging units that do not also support one or more of the four required plugs. For example, a power cabinet that solely supports charging unit numbers 5 and 6 would not be an eligible cost.
 - b. Site-level costs and equipment that support the entire Project may be eligible costs, so long as they are otherwise considered eligible costs. For example, a transformer that supports more than four charging units at the Candidate Site would be an eligible cost, without any need for proration.
 - c. Costs such as trenching, asphalt work, etc., for the entire Project are eligible costs as they are not equipment costs.
7. Variable operating and maintenance costs, including costs for electricity, insurance, and other recurrent business costs such as staffing.
8. Costs of major grid upgrades (longer line extension or upgrades, improvements to offsite power generation, bulk power transmission, or substations).



9. Fixed operations or maintenance costs incurred outside of an up-front contract at or near time of station commissioning. Operation and maintenance costs for equipment beyond the four required CCS plugs are not eligible costs.
10. Any Project costs covered by the utility, including utility service upgrade costs.
11. Costs for any CHAdeMO connectors, proprietary connectors, and any charging plug type adapters.
12. Costs for studies or research Projects.

Section III – Program Requirements

Prospective Contractors must follow all FHWA NEVI Formula Program requirements. This includes requirements in the following documents:

- [FHWA National Electric Vehicle Infrastructure \(NEVI\) Formula Program Guidance \(pdf\)](#)
- [FHWA NEVI Formula Program Frequently Asked Questions \(pdf\)](#)
- [Federal Register: NEVI Formula Program Final Federal Rule \(website\)](#)

Any requirements specific to this NEVI Funding Opportunity are to be considered in addition to the FHWA requirements. Prospective Contractors must agree to the full list of requirements when submitting proposals in the eGrants Public Portal Interface (see **Appendix III – Proposal Questionnaire** of this NEVI Funding Opportunity).

The following subsections include additional PennDOT specific considerations.

A. Operations and Maintenance

Equipment Ownership

Upon completion of construction and installation and Notice of Acceptance by PennDOT of fully operational EVSE (including power, data service, and price reasonableness per 23 CFR 636.302) the Contractor shall own or lease the EVSE equipment.

Uptime Requirement

Other than allowable downtime for scheduled maintenance, vandalism, and natural disasters, equipment must be fully operational greater than 97 percent of the time on average, annually, as per § 680.116(b) of the Federal Rule. Uptime shall be self-monitored by the Contractor and reported to PennDOT or directly to FHWA as part of the quarterly report. For more information regarding PennDOT's oversight and enforcement process for ensuring Uptime see **Appendix XII – Round 1B National Electric Vehicle Infrastructure Program Agreement – Draft, Section 20(c)**.

Five-Year Operations and Maintenance Obligation

The Contractor shall ensure the operations and maintenance of the EVSE at the site for a period of at least five years from the date identified on the Notice of Acceptance letter. EVSE at the Charging Station must be fully operational and available for public charging for greater than 97% of the time on average,



annually, during the Period of Performance as required in the Federal Rule. Compliance with the 97 percent Uptime requirement throughout the Period of Performance is essential, and Contractors may satisfy this requirement one of three ways:

1. **Option 1—Full-Coverage Service Contract:** The Contractor may purchase a five-year maintenance and operation plan and a five-year networking plan. The Contractor shall purchase a five-year service contract providing 100 percent coverage of labor, parts, and materials as well as emergency maintenance service. This contract shall include comprehensive preventive maintenance for the covered equipment and systems and repair and replacement coverage (sometimes called a “breakdown” insurance policy) for the covered equipment.
2. **Option 2—In-House Operations and Maintenance:** PennDOT will not fund in-house operation and maintenance programs with PennDOT NEVI Program funds and thus Contractors will have to use other funding sources. In-house operation and maintenance programs must comply with the Contractor’s Operations and Maintenance Plan. If the Contractor is not providing comprehensive preventive maintenance or system repair or replacement, PennDOT shall have the right to enter the property to inspect. See the Uptime Requirement subsection above for more information.
3. **Option 3 – Alternative Operations and Maintenance Approach:** The Contractor may propose an alternative operations and maintenance approach to ensure compliance with the Uptime requirements during the Period of Performance. If the Contractor procures a service contract that is not full service, the Contractor shall explain how it will fully service the EVSE. PennDOT shall review the proposed alternative operations and maintenance approach and may approve or deny it, at PennDOT’s discretion. PennDOT shall not fund in-house Operations or Maintenance expenses, even if approved as part of an alternative operations and maintenance approach.

Transfer During or After the Period of Performance Period

If the Contractor is unable to fulfill the five-year obligation, the Contractor must either work with PennDOT to assign a new operator at the site or pay back Project funds prorated for the portion of the remaining five years. If the Contractor decides to retain and operate the equipment following the Period of Performance, the Contractor will be responsible for management, receipt, and disbursement of fees charged.

Emergency Incident Reporting Requirement

During the Period of Performance, PennDOT must be notified within 24 hours after the Contractor becomes aware of any of the following critical events by emailing ra-pdevcorridors@pa.gov:

- One or more Charging Ports are inoperable for more than 24 hours.
- All publicly available Charging Ports at the site are inoperable for more than 15 minutes.
- One or more pieces of equipment essential to the operation of one or more Charging Ports experience a system failure, or
- Other incidents related to charging electric vehicles such as:



- Damage to an electric vehicle as a result of connecting to or receiving electricity from the Charging Station,
- Any other safety related incident, such as a critical event or fire, at or near the Charging Station, or
- Any time emergency responder personnel are dispatched to the Charging Station, regardless of whether the Charging Station is related to the cause for emergency dispatch.

B. Data Sharing/Interoperability Requirements

Pennsylvania is required to provide both quarterly and annual data submittals per § 680.112 of the Federal Rule. Contractors must prepare and provide all data required in a manner prescribed by FHWA to complete the quarterly and annual reports. The Joint Office of Energy and Transportation has developed a data platform that was released in February 2024. The platform continues to evolve as system updates are rolled out. This platform, [EV-ChART](#), is intended to be used for all data submittals required by the Federal Rule. PennDOT may require additional data submittals as part of quarterly and annual reports. See Agreement Section 12 for further details.

The submitted data will be maintained in a secure manner and will not be used for any purposes other than those required to fulfill the requirements of the Agreement. The Contractor must also disclose, via the Data Management and Cybersecurity Plan (discussed further in **Section III – Program Requirements, H. Privacy and Cybersecurity**), the location of the data and security processes and systems governing it while under the Contractor’s control.

C. Proposed Modifications to System Specifications

This NEVI Funding Opportunity includes EVSE Specifications that are compliant with the PennDOT NEVI Program. Should the Prospective Contractor seek to use EVSE that deviate from the PennDOT NEVI Funding Opportunity minimum requirements, the Prospective Contractor shall fully explain the deviation from the requirements as part of the Proposal for PennDOT review. PennDOT will review the request, evaluate compliance with program requirements, and approve or reject the proposed modifications. The modifications may require FHWA approval.

D. Project Revenue and Pricing for EV Charging

As per § 680.106(m) of the Federal Rule, Contractors may use revenue generated from the operation of Charging Stations for debt service, a reasonable return on investment, and/or costs for operation, maintenance, and site improvement. Contractors must include sufficient information in their Operations and Maintenance Plan for PennDOT to evaluate and confirm that Project revenue will be used in accordance with the Federal Rule. Any material decreases in costs or increases in revenues during the Period of Performance must be reported to PennDOT for review and confirmation that the Project remains in compliance with the approved Operations and Maintenance Plan and the Federal Rule.

E. End User Pricing for EV Charging

In consideration of the financial assistance provided by the Commonwealth, the Contractor must charge



its end users a reasonable price. For more information regarding PennDOT's approach to price reasonableness oversight please see **Appendix XII – Round 1B National Electric Vehicle Infrastructure Program Agreement – Draft, Section 9(h)(ii)**.

F. Testing Requirements

Contractors shall ensure that standard factory testing and post-installation system testing is conducted for each charging unit to verify functionality of the EVSE. In addition, Contractors shall ensure access and/or integration into the PennDOT or other prescribed data sharing system. Factory test results shall be provided for each unit as verified by the Contractor's quality assurance or test manager. Similar test results for the installed system shall be provided with the test manager's approval. PennDOT will also have the right to test the EVSE and any data sharing connections (PennDOT systems and/or Contractor provided portal). For data sharing, PennDOT will participate in the testing through verification of receipt of the specified data. For the charging unit, PennDOT may run on-site testing at its own expense.

G. Customer Service

Contractors shall ensure that customer service is provided and available 24 hours per day, 7 days a week. Customer service shall provide support and responses to inquiries and comments from EVSE users who are using or attempting to use the EVSE charging equipment. The Prospective Contractor shall submit a plan detailing how such service shall be provided which is accessible by all users. Quarterly reports by Contractors should include key performance indicators (KPI) for monitoring and to ensure quality performance (e.g., number of calls, length of calls, customer problem areas, a log of all customer service activities, etc.) related to PennDOT NEVI funded sites.

H. Privacy and Cybersecurity

Contractors shall be responsible for cybersecurity as it relates to owning, operating, maintaining, and data sharing for the EVSE. To assist with the Proposal, **Appendix IX – Example Cybersecurity Clauses for EV Charging Infrastructure** is provided which references the [Joint Office of Energy and Transportation's Sample Cybersecurity Clauses for EV Charging Infrastructure Procurements](#). These cybersecurity clauses give Prospective Contractors some areas to consider when developing their Proposal.

After Agreement execution, Contractors shall develop (and implement) a Data Management and Cybersecurity Plan. If preferred, the Contractor may separate the data management and cybersecurity portions of the plan into two different documents.

The cybersecurity portion of the plan must include the organization's security policies, procedures, and remediation plan. The Contractor should describe what they will do to meet the cybersecurity objectives (See **Appendix IX – Example Cybersecurity Clauses for EV Charging Infrastructure** for examples clauses and components for cybersecurity). The plan should address the unique challenges and consider the interconnectedness of these systems and their dependence on power, networking, and communications. The plan should include, at a minimum, the following:

- user data privacy and protection
- secure data transfer and protection at rest
- secure communications protocols



- payment systems
- cloud protections
- system and data access management a way to ensure those that are entitled to access have it and those that do not are restricted
- employee cybersecurity training
- patching and updates
- incident response reporting and recovery, including a communications plan
- audits and assessments
- continuity of operations
- risk acceptance and mitigation
- disaster recovery

For the data management portion of the plan, refer to the USDOT website for guidance on developing a Data Management Plan, <https://ntl.bts.gov/ntl/public-access/creating-data-management-plans>.

Contractors shall submit the Data Management and Cybersecurity Plan to PennDOT for approval around the time of station commissioning and prior to Notice of Acceptance. If necessary, Contractors shall participate in a privacy impact assessment with PennDOT, including their Data Governance and Security team. Contractors shall comply with local, state, or federal laws as they relate to cybersecurity and privacy. Contractors shall provide an updated version of the Data Management and Cybersecurity Plan annually along with the annual report for approval by PennDOT. Contractors can update and submit the Data Management and Cybersecurity Plan more frequently, if required.

PennDOT anticipates the following deliverables relating to the Data Management and Cybersecurity Plan:

- Data Management and Cybersecurity Plan: Prior to Notice of Acceptance, the Contractor must submit the Data Management and Cybersecurity Plan.
- Annual Data Management and Cybersecurity Plan updates: The Contractor must revise the Data Management and Cybersecurity Plan annually to updated plan elements and provide more detailed information on the types of data being collected and how that data will be managed and stored. The plan must also describe any new risks, requirements, and/or standards. An updated copy of the plan must be provided to PennDOT.
- Annual Self/Third-Party Cybersecurity Assessment Reports: As part of the annual Data Management and Cybersecurity Plan update, the Contractor must submit an annual self- assessment that includes evidence of updates and adherence to the Data Management and Cybersecurity Plan.



I. Permitting and Third-Party Agreements

PennDOT will obtain environmental clearances for the site work related to EV installation as required by the National Environmental Policy Act (NEPA). Contractors shall be responsible for all permitting responsibilities and third-party agreements for the site. Any amendments to the obtained NEPA clearances shall be the responsibility of the Contractor. Note that the Contractor is responsible for the identification and safe handling and disposal of any contaminated fill material. Note that the Contractor must comply with any required mitigation commitments included in the NEPA clearance.

J. ADA Requirements

A minimum of two EV parking stalls shall meet ADA requirements as described in [PennDOT Publication 13, Chapter 19.5 \(March 2024\)](#). Contractors shall be responsible for ensuring that ADA requirements are met, including, but not limited to, minimum parking stall size, cross slopes, access aisles, and pedestrian access routes.

K. Buy America Provision

Equipment used for EV charging must comply with both the Title 23 Buy America clause (23 U.S.C. § 313) and the Build America, Buy America Act (Pub. L. No 117-58, div. G §§ 70901–70927).

FHWA has provided a phased waiver to the Buy America provisions for NEVI EV charging equipment (88 FR 10619) to allow for a smoother transition while the market adjusts to the Buy America conditions.

This waiver is broken into two phases. The first phase includes equipment manufactured before July 1, 2024, and installed before October 1, 2024. The second phase includes equipment manufactured and/or installed after these dates until a future date to be determined by FHWA.

For the purposes of Proposals to Round 1B of PennDOT's NEVI Program, all proposed equipment and costs shall assume compliance with the second phase of the waiver, regardless of when equipment is planned to be procured and installed. However, if, after award, equipment is purchased and installed prior to the deadlines of the first phase of the waiver, the first phase requirements may be used for this equipment.

See **Appendix XII – Round 1B National Electric Vehicle Infrastructure Program Agreement – Draft, Section 21(b)** for more information.

Section IV – Proposal Procedures

A. Submission Process

All Proposal materials and attachments are to be submitted electronically during the open Proposal period via Pennsylvania DCED eGrants Public Portal Interface, an online submission system used by PennDOT, by an eligible Prospective Contractor (see **Section II – Eligibility Information, A. Eligible Entities**). The electronic Proposal form through the eGrants Public Portal Interface is available at:

<https://www.esa.dced.state.pa.us/Login.aspx>. The Proposal can be saved at any time and accessed later.

Prospective Contractors must submit a separate Proposal for each Candidate Site. There is no limit on the number of Proposals a Prospective Contractor may submit. A Prospective Contractor can submit only



one Proposal per physical site address.

Accessing the Proposal requires a Keystone Login. If the Prospective Contractor already has a Keystone Login, that may be used. Instructions for registering for a new Keystone Login are provided on the login page.

B. Setting Up a Profile in the eGrants Public Portal Interface

After logging into the eGrants Public Portal Interface, the Prospective Contractor can set up a user profile which contains general information about the Prospective Contractor and the Prospective Contractor's organization. This information can then be automatically pulled into any Proposal the Prospective Contractor creates. It is recommended to complete this step before starting the Prospective Contractor's first Proposal. Click on "User Settings" in the orange menu bar at the top of the home screen to access the user profile. Contact the Pennsylvania DCED with questions on the eGrants Public Portal Interface (ra-dcedcs@pa.gov).



The following are guidelines for information required in the user profile:

- **FEIN:** This is the Prospective Contractor's federal employer/tax ID number. Enter as 9 digits without dashes.
- **SAP Vendor #:** This is the Prospective Contractor's SAP (Systems, Proposals, and Products) vendor number to receive payments from the Commonwealth of Pennsylvania. If the SAP Vendor number is unknown, it can be located at https://b2b.ies.pa.gov/apps/vendor_lookup/index.html. An SAP vendor number will not be required to submit a Proposal but will be required prior to contract award. To request an SAP vendor number, please refer to <https://www.budget.pa.gov/Services/ForVendors/Pages/default.aspx>.
- **Entity Name:** This should be the official legal name and match the name used for SAP Vendor Registration and used on official resolutions.
- **Top Official/Signing Authority:** Identify the personnel with authority to sign the contract.

An overview of the Proposal with instructions is included in **Appendix I – Definitions**, and the Proposal questionnaire is included in **Appendix III – Proposal Questionnaire**. A list of required documentation is outlined in **Appendix VI – Required Proposal Materials and Project Deliverables**.

C. Submission Deadline

Completed Round 1B Proposals must be submitted electronically through the eGrants Public Portal Interface. For Round 1B, the open Proposal period will begin May 13, 2024, and will end on July 10,



2024, at precisely 5:00 PM EDT. The eGrants Public Portal Interface will not allow late Proposal submissions.

D. Confidential Information

Prospective Contractors should use the following process when submitting information that is believed to be confidential, proprietary, or a trade secret:

1. Prepare and submit an unredacted version.
2. Prepare and submit a redacted version that redacts the confidential or Proprietary Information or trade secret. Use a redaction program that ensures the information is permanently and irreversibly redacted.
3. Prepare and submit a signed written statement that identifies confidential or Proprietary Information or trade secrets and that states:

“The attached material contains confidential or Proprietary Information or trade secrets, the material submitted is provided in both redacted and un-redacted format, if possible, per 65 P.S. § 67.707(b), and it is requested that the material be exempt under 65 P.S. § 67.708(b)(11) from public records requests.”

Prospective Contractors should not label an entire Proposal as confidential, proprietary, or trade secret protected.

Proposals and other material submitted with the Proposals are the property of the Commonwealth. The Commonwealth has the right to use ideas not protected by intellectual property rights that are in Proposals regardless of whether the Prospective Contractor receives a Conditional Award.

Notwithstanding copyright designations, the Commonwealth shall have the right to make copies and distribute Proposals and other submitted material and to comply with disclosure requirements per statutes, regulations, rules, and court orders.

After the announcement of Conditional Awards pursuant to this NEVI Funding Opportunity, Proposals are subject to disclosure in response to a request for public records made under the Pennsylvania Right- to-Know- Law, 65 P.S. § 67.101, et seq. If a Proposal contains confidential or Proprietary Information or trade secrets, a Prospective Contractor must provide a signed written statement per 65 P.S. § 67.707(b) for the information to be exempt from public records requests per 65 P.S. § 67.708(b)(11). Financial capability information may be exempt from disclosure per 65 P.S. § 67.708(b)(26).

E. Worker Protection and Investment

Prospective Contractors shall certify compliance with applicable Commonwealth labor and workforce safety laws including, but not limited to the following statutes (as applicable): Construction Workplace Misclassification Act, Employment of Minors Child Labor Act, Minimum Wage Act, Prevailing Wage Act, Equal Pay Law, Employer to Pay Employment Medical Examination Fee Act, Seasonal Farm Labor Act, Wage Payment and Collection Law, Industrial Homework Law, and Construction Industry Employee Verification Act. For prevailing wages, Prospective Contractors shall use the current Davis Bacon Act wage determinations shown in Subsection F below.



A Worker Protection certification form will be available as part of the eGrants Public Portal Interface. Prospective Contractors shall also ensure that all its subcontractors submit compliance certification forms.

F. Qualified Technicians

The installation team must include qualified electricians and at least one electrician certified through the Electric Vehicle Infrastructure Training Program (EVITP), or similar, as required per § 680.106(j) of the Federal Rule. The Federal Rule also notes the requirement for projects involving more than one electrician to include an electrician enrolled in an electrical registered apprenticeship program.

G. Davis-Bacon Act Wage Determination

As provided in 23 U.S.C. 109(s)(2), Projects to install a Charging Station are treated as if the Project is located on a Federal-aid highway. As a Project located on a Federal-aid highway, 23 U.S.C. 113 applies and Davis-Bacon Act wage rates must be paid for all construction-related activities on any Project funded with NEVI Formula Program funds. Davis-Bacon Federal wage rates are included in 40 U.S.C. 31(IV). These rates apply only to construction-related activities and not the operations and maintenance phase of the Project.

The most recent Davis-Bacon Act wage determinations for Pennsylvania using the “Heavy and Highway” construction type are included in this section. Wage determinations are separated out into three regional documents, as linked below and included in **Appendix XI – Davis-Bacon Act Wage Determinations**. Many wages are broken down by municipality or other geographic portion of a county. Contractors should ensure the correct municipality and county used are based on the physical location of the proposed Charging Station. Rates shown were updated on April 16, 2024.

- [PA20230002](#): Western PA
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
- [PA20230004](#): Southeastern PA
Bucks, Chester, Delaware, Montgomery, Philadelphia
- [PA20230006](#): Eastern PA
Adams, Berks, Bradford, Carbon, Columbia, Cumberland, Dauphin, Juniata, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming, Monroe, Montour, Northampton, Northumberland, Perry, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming, York

On July 1, 2024, which is 9 days prior to the Proposal submission deadline, wage determinations will be reviewed for any updates. If wage determinations have been updated, they will be included as an addendum to this document. The rates that are current as of July 1, 2024, are the rates that shall be used for the Proposal submission.



Per 29 CFR 1.6(c)(2)(ii)(D), if Conditional Awards occur more than 90 days after the Proposal submission deadline then Contractors will be required to ensure individuals performing construction work as part of the federal project are paid wages in accordance with the Davis-Bacon Act wage determinations in effect as of the Conditional Award date. In this case, Contractors will have an opportunity to negotiate appropriate changes to the Project cost based on any changes in the rates between July 1, 2024, and the Conditional Award date. If Conditional Awards are announced within 90 days of the Proposal submission deadline, then Contractors will be required to ensure individuals performing construction work as part of the federal project are paid wages in accordance with the rates that were in effect as of July 1, 2024.

H. Local Hiring Preference

At least 50% of the total amount of Davis-Bacon Act covered labor performed during the Project shall be completed by workers whose permanent residential address is located within 50 miles of the Project site. Certified payroll records submitted to PennDOT shall contain all workers' permanent residential addresses. PennDOT will measure the distance between the Project site address and residential address of each worker by mapped route via commercially available means. Prospective Contractors should prepare their Proposals, including the Project team members and Project budget, in accordance with this requirement. Any time after issuance of Conditional Award, a Prospective Contractor may request a waiver from this requirement if they can demonstrate to PennDOT that they are unable to satisfy the requirement.

This requirement is in accordance with the Infrastructure Investment and Jobs Act (Public Law No: 117-58) Section 25019(a)(1), which allows States to utilize local or other geographic and economic hiring preferences on their Federal-aid highway projects.

I. Workforce Development Commitment

Costs for EV workforce development activities related to the Project are eligible costs. To incentivize EV charging workforce development activities, up to \$40,000 of the federal share of these costs will not be counted as part of the funding request for the purposes of scoring. Approval of these workforce development activities may be subject to concurrence from FHWA.

J. Equity and Justice40

PennDOT strives to create an equitable charging experience for all users in accordance with [PennDOT's EV Equity Guiding Principles](#). Topics that specifically apply to Prospective Contractors include payment options, ADA accommodations, and communicating charging information to the general public (i.e., topics 1, 5, 8, 16, 17).

As part of the federal [Justice40 Initiative](#), PennDOT is encouraging sites to be developed within disadvantaged communities to confront and address decades of underinvestment. To meet this goal, each site will receive a DAC score as outlined in **Appendix VII – Disadvantaged Community (DAC) Score and Eligible Interchanges**.

K. Required Proposal Submissions

All items needed to complete an initial Proposal are provided in the eGrants Public Portal Interface with additional information in **Appendix VI – Required Proposal Materials and Project Deliverables**.



Proposals may be rejected if they do not include all required materials. Upon selection for Conditional Award, there are several other required documents that are outlined in **Appendix VI – Required Proposal Materials and Project Deliverables**.

Section V – Proposal Evaluation

A. Selection Process

PennDOT will review and rank each submitted Proposal with respect to applicable criteria for program funding, current priorities, and other factors. The anticipated timeline for the Round 1B PennDOT NEVI Program selection process will be as follows:

Date	Item
April 22, 2024	NEVI Funding Opportunity released
Late April – Mid June	Submit utility form to utility provider so the utility can complete and return the form to the Prospective Contractor in time for the Proposal period end date
May 6, 2024	Any technical questions regarding the NEVI Funding Opportunity must be submitted to ra-pdevcorridors@pa.gov . Technical questions and answers will be posted publicly online to the PennDOT NEVI website.
May 13, 2024	Proposal submission period begins (ability to enter in the eGrants Public Portal Interface)
July 1, 2024	Updated Davis-Bacon Act Wage Determinations posted to PennDOT NEVI website and shall be used for all Proposal submissions
July 10, 2024	PennDOT NEVI Program Proposal submission period ends at 5 PM EDT
July – August 2024	PennDOT Proposal review
September 2024	Preliminary award approval and denial notifications
September – November 2024	PennDOT NEPA Process
December 2024 – January 2025	Agreement execution

PennDOT’s goal is to create a fair and uniform basis for the evaluation of the Proposals for Candidate Sites in compliance with all applicable legal requirements governing this contract. The Proposal evaluation process will consist of the steps outlined in this section. PennDOT will conduct the evaluation process as follows:



1. Review each Proposal for responsiveness and pass/fail criteria (outlined below).
2. Review and evaluate each Proposal's scored criteria, resulting in an overall Proposal score for the Candidate Site.
3. PennDOT may confer with Prospective Contractors and owners/operators of potential Candidate Sites and/or investigate information in the Proposal, which could result in an adjusted overall Proposal score for Candidate Sites.
4. Compare each Candidate Site to other Candidate Sites within a Corridor Group and rank Candidate Sites by overall score.

Although PennDOT intends to use the scores and ranks to guide award decision making to the greatest practical extent, a high score and/or rank does not guarantee a Prospective Contractor funding. PennDOT retains full discretion in selecting Conditional Awards.

Responsiveness Criteria

PennDOT may declare a Proposal ineligible for award when any of the following occur:

1. Any component of the Proposal is incomplete or not prepared and submitted as specified in the NEVI Funding Opportunity or the eGrants Public Portal Interface.
2. Any required Project deliverables are not completed (as outlined in **Appendix VI – Required Proposal Materials and Project Deliverables**).
3. More than one Proposal is received from the same Prospective Contractor for the same physical site address.
4. The Proposal does not follow terms and conditions as specified in the NEVI Funding Opportunity and/or contains terms, conditions, or exceptions not included in the NEVI Funding Opportunity.
5. The Prospective Contractor is debarred or suspended from submitting bids or appears on the Federal List of Excluded Parties Listing System.
6. The Prospective Contractor has defaulted, has had a contract terminated for cause by PennDOT, has either agreed not to bid, or has had suspension or debarment proceedings initiated against the Prospective Contractor.
7. Any other omission, error, or act that, in the judgment of PennDOT, renders the Proposal nonresponsive, ineligible, or not otherwise viable.

Pass/Fail Criteria

Prospective Contractors must provide a “yes” answer to all minimum requirements in the Proposal questionnaire. Any “no” answer will declare a Proposal ineligible for award. A full list of minimum requirements is included in **Appendix III – Proposal Questionnaire**.

B. Selection Criteria

Each Proposal will be evaluated to determine its ability to meet or exceed the Project scoring elements. The Proposal will be scored as described in the following table.



Scoring Category	Points
0. Minimum Requirements	0
1. Team Qualifications and Project Approach	14
2. Candidate Site Information	34
3. Site Readiness and Future Proofing	14
4. Additional Equity and Sustainability	11
5. Additional Safety and Economic Development	7
6. Project Costs	20
7. Additional Information	0
Total	100

A breakdown of each scoring category is provided in **Appendix III – Proposal Questionnaire** and the scoring rubric is provided in **Appendix IV – Scoring Rubric**.

C. Disclosure

PennDOT will not disclose evaluation scores or Proposal ranks, except as required by law.

D. Reservation of Rights

Unless otherwise restricted by law, PennDOT has complete discretion in the selection of Projects and in the determination of funding levels, priorities, Project phasing, Project design, and specifications and performance criteria.

PennDOT may investigate information contained in a Proposal by accessing public information, contacting independent parties, or by other means. This information can be used during Proposal evaluation.

PennDOT may reject Proposals, or cancel, withdraw, postpone, modify, revise, or extend any part of the process prior to full execution of the Agreement, without incurring obligations or liabilities.

As part of the Proposal evaluation process, PennDOT may determine that the scope or specifications of a proposed Project should be modified to accommodate available funding, anticipated use, or to better accommodate potential user needs. PennDOT may confer with a Prospective Contractor or visit the site of a proposed Project to clarify the intent of, or to amend the scope or specifications of, a proposed Project. Neither a consultation nor a visit may be construed as a commitment by PennDOT to offer a contract.

PennDOT may amend, supplement, or issue addenda to any Project documents (including the NEVI Funding Opportunity), to ensure compliance with Federal law and regulations. Amendments, supplements, and addenda may, among other things, require Prospective Contractors and Contractors



to incur additional costs or to comply with additional reporting requirements.

PennDOT may determine a Proposal non-responsive in its sole discretion if the Proposal is found to be materially deficient, as judged by PennDOT, or by failing to depict a competent potential Contractor.

E. Compliance with Federal Law

Project selection and contract administration shall be consistent with the BIL, enacted as the Infrastructure Investment and Jobs Act (IIJA), (Pub. L. 117-58). The NEVI Formula Program is authorized under Paragraph (2) under the Highway Infrastructure Program heading in title VIII of division J of the BIL.

Section VI – Post-Selection Activities

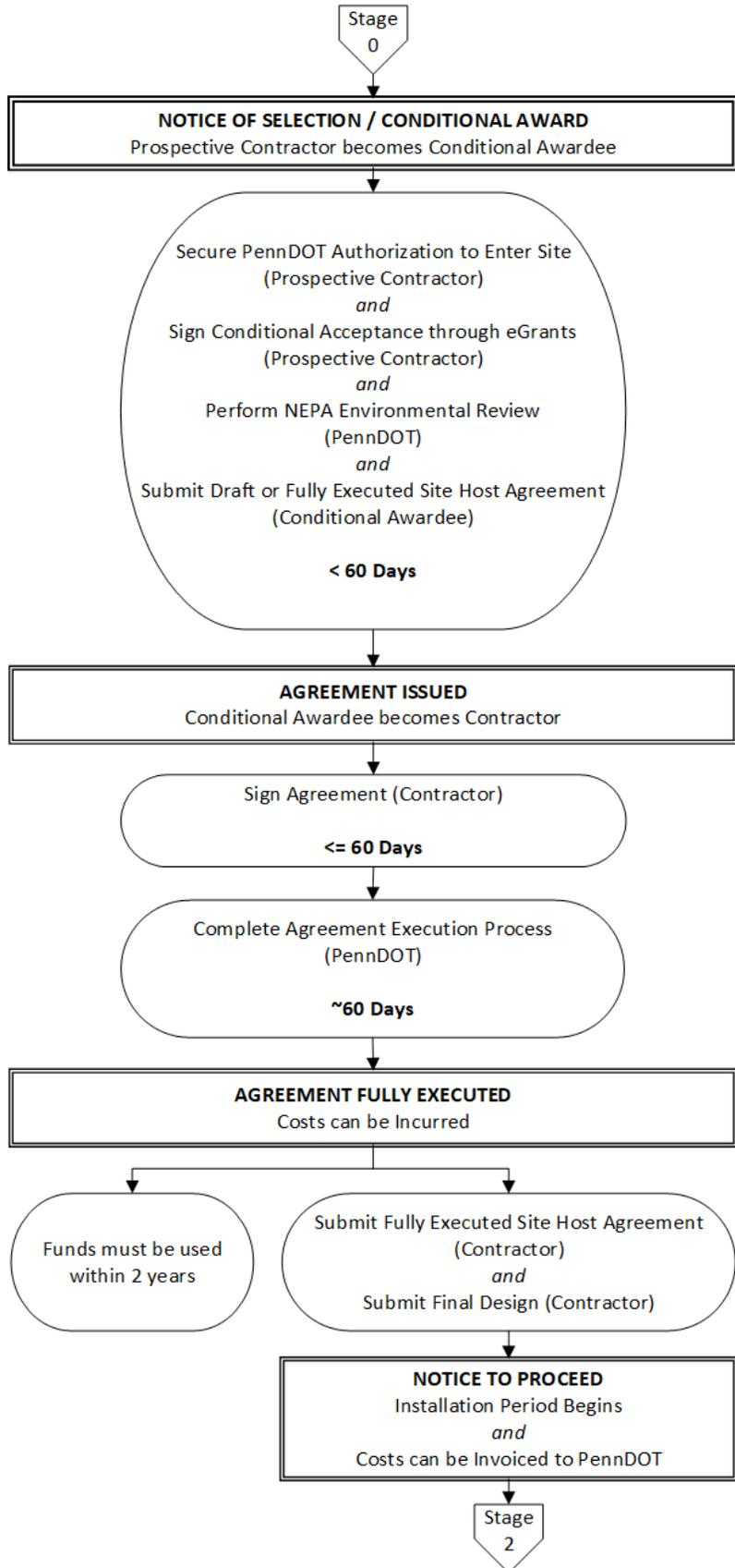
This section details Stage 1 in the Round 1B procedure, as outlined in Section I – Program Description, D. Round 1B Procedure. PennDOT will select a subset of Prospective Contractors for Conditional Awards. Once selected, the Prospective Contractor becomes a Conditional Awardee. Conditional Awardees will work with PennDOT on post-selection activities resulting in Notice to Proceed which commences the installation period. Additional documents needed throughout the process are detailed in this section.

The following flowchart summarizes the post-selection period (Stage 1):



Simplified Version of Stage 1 Process Flow

Individual steps are explained in the remainder of this section





A. Conditional Award

Following determination of the conditionally selected Candidate Site for each Corridor Group and any additional negotiations PennDOT deems necessary, PennDOT will issue Conditional Award letters or Notice of Non-Selection to all Prospective Contractors.

Once issued a Conditional Award, the Prospective Contractor must sign and return their conditional acceptance within the eGrants Public Portal Interface. Additionally, the Prospective Contractor must provide an Authorization to Enter Form (completed by the property owner) so that PennDOT may enter the property to conduct the environmental review. Alternatively, the Prospective Contractor can provide the fully executed Site Host Agreement (if applicable), including required provisions to give PennDOT access to the site. The conditional acceptance and either the Authorization to Enter Form or the Site Host Agreement must be completed within 30 days of receipt of the Conditional Award, or PennDOT may rescind the Conditional Award and use the funds to award contracts to others.

The Agreement will then be contingent upon two factors, the environmental review and the Site Host Agreement.

Environmental Review

PennDOT will conduct an environmental review at PennDOT's expense, in compliance with the National Environmental Policy Act (NEPA). The anticipated duration for the NEPA review is 60-90 days.

If PennDOT determines the NEPA review will take longer than 60-90 days and/or would result in an undue cost to PennDOT, or the NEPA review determines the Project would adversely impact the environment, PennDOT may withdraw the Conditional Award.

Site Host Agreement

The Conditional Awardee and the property owner (Site Host) must execute a Site Host Agreement (if the property owner is a different legal entity than the Prospective Contractor) that provides PennDOT with a real property interest or other contractual right to access the site for the term of the Agreement, including the Period of Performance. Within 60 days after receiving the Conditional Award, the Conditional Awardee must submit a Site Host Agreement to PennDOT. Draft agreements are sufficient for Agreement execution.

For more information regarding the Site Host Agreement requirements please see **Appendix XII – Round 1B National Electric Vehicle Infrastructure Program Agreement – Draft, Section 18** or contact ra-pdevcorridors@pa.gov.

Additional Forms (If Applicable)

If the Conditional Awardee did not complete the Federal Funding Accountability and Transparency Act (FFATA) Form, or another required form, during the Proposal process, the form must be completed before Agreement execution.

B. Agreement

After the NEPA environmental review and the Site Host Agreement steps are satisfied, PennDOT will



issue the Agreement within the eGrants Public Portal Interface. The Conditional Awardee must sign the Agreement within the eGrants Public Portal Interface, and PennDOT will then fully execute the Agreement. If the Conditional Awardee fails to return a signed Agreement within 60 days, PennDOT may rescind the award and use the funds to award contracts to others. After the Conditional Awardee signs the Agreement the execution process may take approximately 30-60 days. Once the Agreement is fully executed, the Conditional Awardee will be considered a Contractor and can start incurring costs, excluding construction costs, on the Project.

C. Notice to Proceed

Following full execution of the Agreement, the Contractor will need to complete and submit their final site design to PennDOT along with the fully executed Site Host Agreement (if applicable and if not already submitted). Once these are received and PennDOT is satisfied with these requirements, PennDOT will issue a Notice to Proceed (NTP). The final site design checklist is included in **Appendix X – Final Site Design Checklist**.

NTP results in the final award to the Contractor, and they may incur construction costs and invoice for eligible costs incurred during the remainder of the installation period—up to two years from the date the Agreement is fully executed.

D. Subsequent Award after Non-Selection

If one or more awards are declined or rescinded, PennDOT may give a Notice of Selection to a Prospective Contractor initially notified that an award would not be made. Notice and acceptance of a subsequent award shall be in accordance with this NEVI Funding Opportunity within the eGrants Public Portal Interface.

E. Debriefings

At the request of a Prospective Contractor, PennDOT may conduct a debriefing with a Prospective Contractor whose Proposal has been denied. The Prospective Contractor may request a debriefing by emailing PennDOT at ra-pdevcorridors@pa.gov. The debriefing request shall provide the name of the Prospective Contractor, copy of the Proposal or the Proposal ID number, and any initial questions regarding the Proposal. The debriefing will evaluate the requestor's Proposal based on the selection criteria. The requestor's Proposal will not be compared against other Proposal submissions.

Section VII – Installation Period and Period of Performance

This section details Stages 2 and 3 in the Round 1B procedure, as outlined in **Section I – Program Description, D. Round 1B Procedure**.

Upon receiving Notice to Proceed, Contractors must complete installation of the equipment and submit additional deliverables before PennDOT accepts the Project as operational.

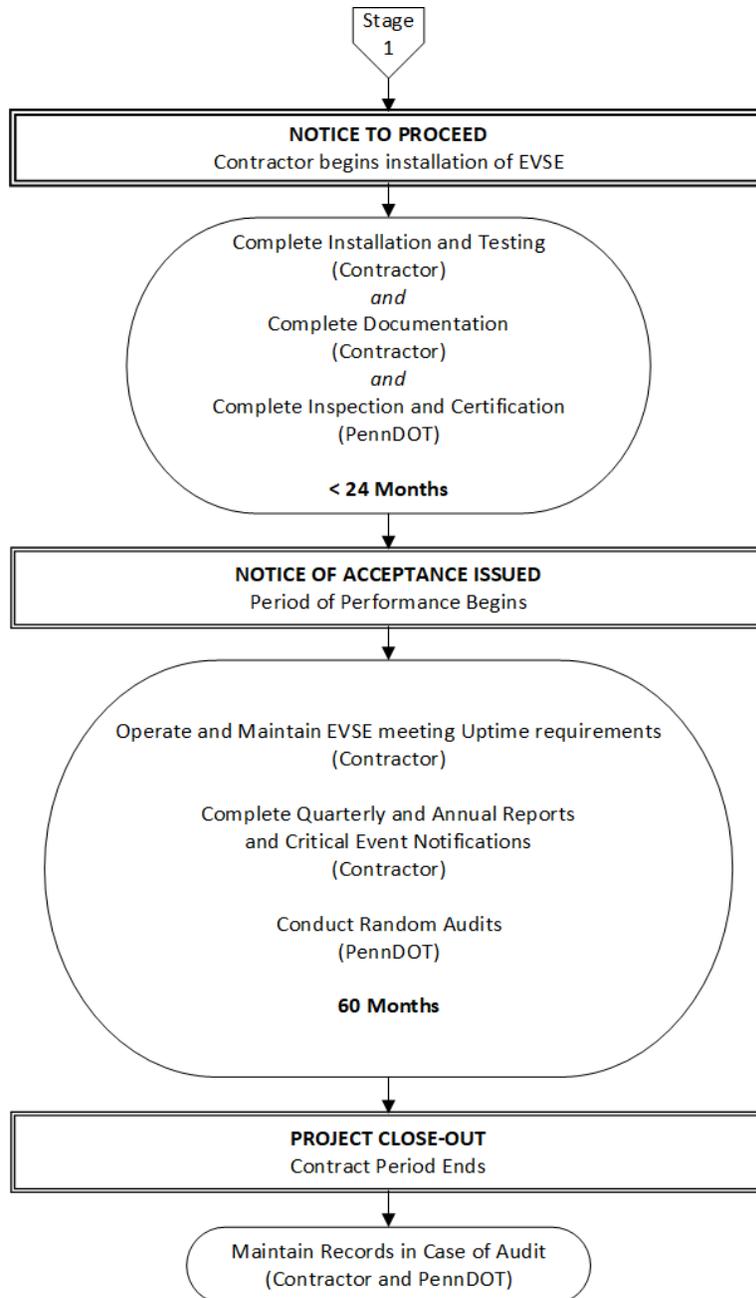
Upon completion of construction, required documentation, testing, and inspection, PennDOT will issue a Notice of Acceptance. Once equipment is successfully installed and the Contractor is given Notice of Acceptance, the Contractor will operate the charging equipment and complete additional documentation periodically over the five-year Period of Performance. After the Period of Performance,



Project Close-Out will Commence.

The documents needed to receive Notice of Acceptance are outlined in **Appendix VI – Required Proposal Materials and Project Deliverables**. These include the final versions of the Operations and Maintenance Plan, the Data Management and Cybersecurity Plan, the Networking Agreement, the Customer Service Plan, and the Test Results. During the Period of Performance, Contractors will need to complete quarterly and annual reports, critical event notifications, and cooperate if selected for an audit.

The following flowchart summarizes the Installation Period (Stage 2) and the Period of Performance (Stage 3):





Appendix I – Definitions

The Round 1B NEVI Funding Opportunity uses many standard definitions provided below. Additional definitions are provided in § 680.104 of the Federal Rule.

Alternative Fuel Corridor (AFC) means PennDOT’s FHWA Designated EV Alternative Fuel Corridors which are a national network of plug-in EV charging infrastructure along national highway system corridors. FHWA solicits nominations from state and local officials and works with other federal officials and industry stakeholders to designate AFCs.

Agreement means the fully executed version of the agreement in the eGrants Public Portal Interface, including all Commonwealth signatures (unless otherwise stated).

Candidate Site means a property proposed by a Prospective Contractor for the purpose of installing and maintaining NEVI compliant EVSE. A Candidate Site must be located within a one-mile roadway travel distance from an interstate highway interchange ramp terminal or be granted an exemption by PennDOT and FHWA. Refer to the [Pennsylvania Round 1B NEVI Funding Opportunity - Eligibility Information](#) for further information on eligible sites.

Combined Charging System (CCS) means a standard connector interface that allows direct current EVSE to connect to, communicate with, and charge EVs.

CHAdEMO means a fast-charging system for EVs developed by the CHAdEMO Association. The term is an abbreviation of "CHArge de MOve."

Charging Port means the system within an EVSE that provides power to charge one EV through one connector at a time, whether or not the EVSE has multiple connectors.

Charging Station means the area in the immediate vicinity of a group of EVSE and includes the EVSE, supporting equipment, parking areas adjacent to the EVSE, and lanes for vehicle ingress and egress.

Commonwealth means the Commonwealth of Pennsylvania.

Conditional Award means an award given to a subset of Prospective Contractors based on the merits of their Proposal compared to other Prospective Contractors. Conditional Awards are contingent upon several steps in order to become fully executed Agreements.

Conditional Awardee means Prospective Contractors selected for a Conditional Award become Conditional Awardees.

Corridor Group: A combination of the specific AFC route number (e.g., I-76, I-79) and “group” letter (e.g., A, N) that represents a range of exits along the AFC where sites will be scored against each other.

Contractor means the Prospective Contractor who, upon awarding of a contract and execution of the Agreement, will be responsible for managing the awarded contract and the party to whom payment will be made.

Effective Date means the date that this Agreement is fully executed by the Contractor and PennDOT and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature.



Electric Vehicle (EV) means a motor vehicle that is either partially or fully powered on electric power received from an external power source. For the purposes of this regulation, this definition does not include golf carts, electric bicycles, or other micromobility devices.

EV Supply Equipment (EVSE) means devices with one or more Charging Ports and connectors for charging EVs.

Federal Rule means 23 CFR Part 680, which sets minimum standards and requirements for projects funded under the NEVI Formula Program and projects for the construction of publicly accessible Charging Stations, including that Charging Station projects funded with federal funds are treated as projects on a Federal-aid highway.

FHWA means the U.S. Department of Transportation, Federal Highway Administration.

NEPA means National Environmental Policy Act.

NEVI means National Electric Vehicle Infrastructure.

NEVI-Creditable means a Charging Station that currently meets all the requirements of 23 CFR 680.106(b), 680.106(c), 680.106(d), and 680.106(e). Through coordination with PennDOT to meet all other 23 CFR 680 requirements, the Charging Station can be counted towards AFC fully built out status. The Charging Station may be considered NEVI-creditable regardless of whether the project is funded by NEVI.

NEVI Funding Opportunity means all documents, whether attached or incorporated by reference, used by PennDOT in its solicitation for Proposals.

Notice of Acceptance: A Notice of Acceptance is a written notification sent by PennDOT to the Contractor advising the acceptance of the installed EVSE. Operations and maintenance period will start on the date identified in the Notice of Acceptance.

Notice to Proceed means written authorization to the Contractor to proceed with the work in the Agreement. PennDOT will issue a Notice to Proceed following the execution of Agreement and all conditional requirements being satisfied. Any work done prior to the fully executed Agreement will not be reimbursed. Cost incurred between execution of the fully executed Agreement and NTP may not be reimbursed until after the NTP.

PennDOT / Department means the Commonwealth of Pennsylvania, Department of Transportation.

Period of Performance means the length of time during which a Contractor is obligated to provide operations and maintenance services for the Charging Station. The Period of Performance for the Agreement is 5 years or 60 months. The begin and end date for the Period of Performance will be identified in the Notice of Acceptance.

Project means the Charging Station installation and operations activities described in the Prospective Contractor's Proposal submission for NEVI funding.

Proposal: The Prospective Contractor's response to this NEVI Funding Opportunity through the eGrants Public Portal Interface including all submission materials and attachments.



Prospective Contractor: The company and/or authorized representative of the company who has signed and is submitting the signed Proposal response and who will be responsible, if subsequently identified as the Contractor, to ensure proper performance of the Agreement awarded. The Prospective Contractor must be the organization that will own/lease and operate the Charging Stations during the Period of Performance of the Charging Station.

Proprietary Information means recorded information regardless of form or characteristic, produced or developed outside the scope of this Agreement and without PennDOT financial support—provided that such information is not generally known or available from other sources without obligation concerning their confidentiality, has not been made available by the owner to others without obligation concerning its confidentiality, and is not already available to PennDOT without obligation concerning its confidentiality. Under no circumstances shall any information included in any deliverable delivered by the Contractor be considered Proprietary Information.

Site Host means the owner of the physical location where the EVSE is installed, which may or may not be a Contractor. If different, a Site Host Agreement must be established between the Prospective Contractor and Site Host.

Uptime means the time during which the EVSE is functioning or able to function. All EVSE equipment constituting the Charging Station must be fully operational and available for public charging for greater than 97% of the time on average, annually, during the Period of Performance as required in the Federal Rule. When Uptime is used, the term refers to this 97% requirement.



Appendix II – Proposal Instructions

A complete NEVI contract program Proposal shall consist of the following:

- Section 1: Prospective Contractor Information
- Section 2: Project Overview
- Section 3: Project Site
- Section 4: Narrative
- Section 5: Budget
- Section 6: Addenda Information
- Section 7: Signing Authority
- Section 8: Certification

A NEVI Prospective Contractor Instructions Guide will be provided through the PennDOT NEVI website and the eGrants Public Portal Interface describing step-by-step instructions on how to complete a Proposal. The eGrants Public Portal Interface online Proposal will be available beginning May 13, 2024, through July 10, 2024.

Section 6, Addenda Information, of the eGrants Public Portal Interface includes all scored criteria as part of the Proposal questionnaire. These questions are reproduced in **Appendix III – Proposal Questionnaire**. The scoring rubric is included in **Appendix IV – Scoring Rubric**.



Appendix III – Proposal Questionnaire

The following questionnaire is identical to the questions that will be required by Prospective Contractors to be answered as part of Section 6, Addenda Information, of the eGrants Public Portal Interface. Next to each question is an answer type given in square brackets. This answer type (e.g., “File Upload”) explains how the answer will be submitted into the eGrants Public Portal Interface.

In general, file uploads will not be limited by type or quantity of files, and essays are limited to 3,000 characters. If the Prospective Contractor must exceed the 3,000-character limit for essays, they may provide a properly labeled file upload as shown in Proposal item 7.1 in this section. Proposals will be scored using the scoring rubric shown in Appendix IV – Scoring Rubric.

The following items will be used to score Proposals according to overall fit with the PennDOT NEVI Program. Responses should succinctly address all items requested. A scoring rubric will be used to score each of these items. Proposals will be ranked against others in the same Corridor Group (e.g., all sites submitted for 376B will be ranked against each other). Although PennDOT intends to use the scores and ranks to guide award decision making, a high score and/or rank does not guarantee a Prospective Contractor funding. PennDOT may make more or fewer awards and may award less than the full funding amount requested by a Prospective Contractor.

0. Minimum Requirements [Yes/No – Must be met for award consideration]

- 0.1. Will the Charging Station be within 1.0 miles driving distance to the nearest eligible AFC? For interchanges, the distance used is the shortest driving distance from the end of an off-ramp at the AFC interchange to the location of the Charging Station on the site property. Refer to the online map, [Pennsylvania Round 1B NEVI Funding Opportunity - Eligibility Information](#), to view 1-mile interchange polygons and verify the eligibility of the site. If unsure whether the site is eligible, Prospective Contractors can email PennDOT for verification at rapdevcorridors@pa.gov.
- 0.2. Will the site’s EV charging infrastructure include at least four 150 kW Direct Current Fast Chargers (DCFCs) with Combined Charging System (CCS) ports capable of simultaneously DC fast charging four EVs continuously?
- 0.3. Will the site’s EV charging infrastructure have a minimum station power capability at or above 600 kW and support at least 150 kW per port simultaneously across four ports for charging continuously?
- 0.4. Will the site’s EV charging infrastructure have a minimum ability to continuously charge two vehicles at 300 kW power each when only two vehicles are charging? Any combination of EVSE can be used to meet this requirement, such as two 350kW dual port chargers instead of four 150kW chargers.
- 0.5. Will charging at the site be available 24 hours a day, 365 days a year?



- 0.6. Will the Prospective Contractor provide at least a 20% non-federal match?
- 0.7. Will all EVSE requirements for the Charging Station be met, as listed in Appendix V – Round 1B Charging Station Requirements?
- 0.8. Will all EV chargers remain functional if communication with the charging network is temporarily disrupted, consistent with the Federal Rule as per § 680.114(e).
- 0.9. Will the Prospective Contractor commit to pay for Project costs up front, provide the matching funds using eligible non-federal sources, and if costs exceed the proposed budget, take responsibility for 100% of the overage?
- 0.10. Will the program income approach be consistent with the Federal Rule as per § 680.106(m) and NEVI Funding Opportunity Section III – Program Requirements, subsection D on Project Revenue and Pricing for EV Charging?
- 0.11. Will the Prospective Contractor ensure that at least 50% of Davis-Bacon Act covered labor to be performed as part of the Project be completed by workers whose permanent residential address is within 50 miles of the project site, in accordance with NEVI Funding Opportunity Section IV – Proposal Procedures, subsection H on Local Hiring Preference?
- 0.12. Will the Prospective Contractor also comply with all other requirements in 23 CFR 680 and all additional provisions in PennDOT’s NEVI Funding Opportunity?

1. Team Qualifications and Project Approach [14pts]

- 1.1. [8pts] Team Qualifications and Experience
 - A. Provide a list of all known team member organizations expected to be part of the Project and provide a brief description of their roles. Prospective Contractors may follow their typical procurement processes when selecting team members, as long as they follow the processes/requirements outlined in the Federal Rule. [Table]

Role Title	Name of Organization	Role Description
Project Owner		
Site Host		
EVSE Supplier		
Electrical Sub-Contractor		
General Sub-Contractor		



Operator		
Maintainer		
Utility Provider		
Charging Network Provider		
Other		
Other		
Other		

- B. Describe relevant experience for each team member listed above. When one or more Project team organizations are not yet identified, describe the method of selecting such organization(s) and any minimum requirements/expectations. [File Upload]
- C. List up to 5 prior EV installations completed by a member or members of the Prospective Contractor’s team. Please limit this list to Projects installed over the last five years for any EVSE that meet or are similar to the NEVI EVSE requirements. List Pennsylvania installations first, and then other installations in the United States. [Table]

EVSE Installation Experience								
Team Member(s)	Role(s)	City, State	Address / Specific Location	EVSE Operational Start Date	No. of DC Fast Chargers	Connector Type(s)	Total Site Power Level(s) (kW)	Charger Uptime (%) Over Past 6 Months

- D. Describe additional relevant team experience not captured by the previous questions, if any. [Essay]



- 1.2. [6pts] Project Approach
- A. Describe planned strategies to meet the Uptime requirement for the full five-year Period of Performance, and potentially longer, from the initial date of operation. [Essay]
 - B. Provide a schedule identifying the lists of tasks, estimated dates of completion, and responsible team members. The schedule shall identify tasks related to Project planning, design and permitting, utility coordination, site preparation, and construction. For purposes of estimating, assume a Contract Execution date of 08/01/2024. [File Upload]
 - C. In general, identify potential risks, issues, and challenges related to the planning, permitting, and construction of DC fast Charging Stations and describe the Prospective Contractor's plans for mitigating these risks. Include risks that could delay the Project timeline and mitigation strategies to maintain the Project schedule. [Essay]

2. Candidate Site Information [34pts]

- 2.1. [12pts] Candidate Site Information
- Precise Location of Charging Station on Property (min. 5 decimals):
- Latitude:
- Longitude:
- Primary Corridor Group being serviced (e.g., 376B): [Short Answer]
- Is this a current DC fast Charging Station that needs upgrades and/or additional ports/power? [Y/N]
- If this is an upgrade Project, describe if and how the existing equipment will support reaching NEVI minimum standards and requirements. [Essay]
- 2.2. [2pts] Upload a Site Host Letter of Commitment from the Site Host to implement this Project if selected for funding. If the Prospective Contractor is also the Site Host, then note this here. Note that Proposals lacking a Site Host Letter of Commitment may be deemed ineligible. [File Upload]
- 2.3. [4pts] Provide a site schematic for the Candidate Site using a diagram, map, or schematic (final engineering plans are not required). Show locations of the following items and any additional items useful for understanding the site layout. [File Upload]
- a. Existing and proposed designated EV charging parking stall(s)
 - b. EVSE equipment



- c. Point of sale equipment
 - d. On-premises locational signage for the Charging Station, if any
 - e. Proposed electric point of service to the Candidate Site
 - f. Proposed electric utility pole and/or service equipment at the Candidate Site
 - g. Space available for future Charging Station expansion, if any
 - h. Americans with Disabilities Act (ADA) compliant parking stalls (minimum of 2)
 - i. ADA path of travel from charging stall to entrance of Site Host facility
 - j. Identify any pull through charging stalls
 - k. Identify any proposed or future planned accommodations for medium- and/or heavy-duty vehicle charging
 - l. Identify the optimal vehicular path of travel from the site entrance to the Charging Station when operational
- 2.4. [4pts] How many hours per day will there be public access to an ADA accessible restroom within a reasonable walking distance (i.e., about 500 feet) from the Charging Station via an ADA accessible path of travel? [Short answer; with hours at end of box]
- 2.5. [3pts] Will the Site Host enhance the charging experience by providing support to the Charging Station including basic maintenance (i.e., snow and trash removal, daily visual inspection, cleaning) and/or on-site staff support for basic assistance to customers attempting to use the Charging Station? If yes, please explain. [Essay]
- 2.6. [4pts] Identify any customer safety enhancements or features associated with or located near the Charging Station (e.g., proximity to on-site facility, high foot traffic, lighting, security cameras, emergency call system, fire extinguisher, Automated External Defibrillator (AED), etc.). [Essay]
- 2.7. [5pts] Identify any other amenities or features associated with or located near the Charging Station (e.g., prepared food, indoor climate-controlled space, overhead canopy, recreation facilities including parks and public green spaces, shopping, free wi-fi, park and ride, public transit, etc.). Include the hours per day that each amenity or feature is available if hours are limited. Also include whether the amenity or feature is accessible via an ADA path of travel from the Charging Station, if applicable. [Essay]

3. Site Readiness and Future Proofing [14pts]

- 3.1. [5pts] Upload the completed Utility Form, or documentation of attempts to receive information from the utility. [File Upload]



- 3.2. [3pts] NEPA Coordination, Preparation, and Risks
- A. Will all NEVI funded work occur within an existing parking lot, paved area, or maintained (periodically mowed) lawn? If no, please clarify. [Essay]
 - B. Are any Project partners, including the Site Host, aware of any site contamination/remediation or cleanup activity associated with hazardous materials? If yes, please clarify. [Essay]
 - C. Will non-NEVI construction or reconstruction of the Site Host facility occur prior to or around the same time as the NEVI Project? If so, please provide a brief description of the scope of the non-NEVI construction activities, the current status of the non-NEVI construction or reconstruction project, and list any permits obtained for the construction. [Essay]
 - D. Will all access to the NEVI Charging Station be provided through existing pathways, paved surfaces, or sidewalks? If not, describe the additional accommodations for access that are required to be constructed as part of the installation of the NEVI Charging Station.
 - E. Is the proposed Charging Station located within a designated FEMA 100-year flood zone? If so, identify the risk associated with locating the Charging Station in a flood zone and plans for mitigating this risk. Refer to the site <https://msc.fema.gov/portal/home> for the FEMA flood map.
- 3.3. [2pts] Describe how the Project will include, or prepare the Candidate Site for, additional Charging Ports, stalls, and/or power above NEVI minimum requirement. The site schematic must visually identify the future proofing and any additional electric power should align with the load request on the utility form. [Essay]
- 3.4. [2pts] Does the Project include at least one pull through parking stall that can accommodate a medium-duty vehicle, or a vehicle that is towing, without requiring the vehicle to occupy multiple parking stalls? If yes, please describe. The site schematic must visually identify the pull through charging stall(s).
- 3.5. [2pts] Describe any plans to accommodate medium and/or heavy-duty vehicle (MDV/HDV) charging at the Candidate Site in the future. The site schematic must visually identify the plans.

4. Additional Equity and Sustainability [11pts]

- 4.1. [2pts] Describe any usage of renewable energy sources in the EV charging process for this site (e.g., on-site renewable energy generation, using renewable energy credits, purchasing electricity from a renewable generation source, etc.). [Essay]
- 4.2. [3pts] Describe any innovative technologies used and/or innovative approaches, such as on-site battery storage, to site design or operation being employed on the Project. [Essay]



- 4.3. [3pts] Will Charging Station customers be able to pay for charging on the property using cash? If so, describe the process (e.g., can pay cash to attendant, can insert cash into an automated machine at the site, etc.). [Essay]
- 4.4. [3pts] Site Resiliency
- A. Describe any strategies this Project will employ to ensure reliable and effective charging access during times of emergency, such as an evacuation or major snowstorm. Examples could include electricity prioritization from the utility, locating the station with easy access to a snow emergency route, or providing free charging during emergency events. [Essay]
- B. Identify, if any, components or elements of the EVSE equipment and supporting infrastructure that exceed NEMA 3R requirements for protection against damage or loss of service due to weather, transient surge voltages, traffic incidents, vandalism, or other environmental factors. [Essay]

5. Additional Safety and Workforce Development [7pts]

- 5.1. [3pts] Describe any equipment features or Project approaches that will support the safe operation of the Charging Station when operational, beyond minimum requirements. Examples could include safety tips for customers, clear on-site directional signage, emergency shut off protocols or devices, training for Site Host employees, and training for local first and second responders. [Essay]
- 5.2. [4pts] What steps have the team members taken or plan to take to facilitate charging-related workforce training in the region of the site and/or in Pennsylvania? Include any initiatives to train, hire, and promote individuals facing employment barriers in jobs related to Charging Station installation, operations, and maintenance. [Essay]

6. Project Costs [20pts]

- 6.1. [16pts] Funding Requests
- A. What is the overall eligible cost of the Project as proposed? [Short Answer; \$ at beginning of box]
- B. What is the overall contract amount being requested from PennDOT? [Short Answer; \$ at beginning of box]
- 6.2. [4pts] Provide a cost breakdown and narrative describing where costs will be incurred on the Project. Include all costs such as site costs, project planning, design, equipment, electrical construction, general construction, networking contract, warranty contract, workforce training, EV charging safety trainings, and utility connection. Note that equipment must comply with Phase 2 of the federal Buy America Waiver (see **Section III – Program Requirements, K. Buy America Provision** for more information). [File Upload]



7. Additional Information [0pts]

- 7.1 If any essay responses exceed 3,000 characters, please provide the additional information by upload. Please ensure the respective question number(s) are referenced in the document and/or document name. [File Upload]
- 7.2 Please download, complete, and upload the Federal Lobbying Certification Form. Use the link provided in the eGrants Public Portal Interface. [File Upload]
- 7.3 Please download, complete, and upload the Disclosure of Lobbying Activities Form. Use the link provided in the eGrants Public Portal Interface. [File Upload]
- 7.4 Please download, complete, and upload the FFATA Federal Funding Accountability Form. Note, the FFATA form is optional as part of the Proposal; however, it will be required prior to Agreement execution for selected Projects. Use the link provided in the eGrants Public Portal Interface. [File Upload]
- 7.5 Please download, complete, and upload the Worker Protection Form. Use the link provided in the eGrants Public Portal Interface. [File Upload]
- 7.6 Please upload the Written Statement on Proprietary Information and Confidentiality, or a statement that no information in the Proposal is claimed as Proprietary Information or confidential. The Prospective Contractor must provide a redacted copy of each file that contains confidential or Proprietary Information or opt out of redacting. [File Upload]



Appendix IV – Scoring Rubric

Evaluation criteria for each questionnaire element from **Appendix III – Proposal Questionnaire** is described in detail in the tables below.

1. Qualifications and Project Approach [14pts]

ID	Element	Description	Score Breakdown Points	Max Points
1.1	Team Qualifications and Experience	<ul style="list-style-type: none"> Organizations involved in Project Prior installations over past 5yrs Additional relevant experience 	<p>Opts: No prior experience and/or incomplete Project team</p> <p>0.5-8pts: Based on experience and qualifications</p>	8
1.2	Project Approach	<ul style="list-style-type: none"> Project planning Uptime plan Schedule and timeline Risks 	<p>Opts: Poor Project approach and/or limited planning</p> <p>0.5-6pts: Based on quality of Project approach elements and realistic complete schedule</p>	6

2. Candidate Site Information [34pts]

ID	Element	Description	Score Breakdown	Max Points
2.1i	Disadvantaged Community (DAC) Score	Score based only on the Charging Station location	<p>Opts: Charging Station not located within a disadvantaged census tract 4-9pts: Based on number of disadvantaged criteria met (refer to interactive online map)</p>	9
2.1ii	Interchange/ Highway Access	Distance to nearest freeway off-ramp	<p>Opts: greater than 0.75mi 1pt: 0.51 to 0.75mi</p> <p>2pts: 0.26 to 0.50mi</p> <p>3pts: 0.0 to 0.25mi</p>	3



ID	Element	Description	Score Breakdown	Max Points
2.2	Site Host Letter of Commitment	Letter of commitment from Site Host to implement the Project if selected	<p>Opts: No letter or insufficient letter included</p> <p>0.5-2pts: Based on level of commitment from Site Host</p>	2
2.3	Site Schematic	Schematic of Candidate Site showing location of key Project information	<p>Opts: Poor schematic and/or limited information shown</p> <p>0.5-4pts: Based on quality of schematic information and site layout</p>	4
2.4	Access to Restroom	Public access to ADA accessible restroom within reasonable walking distance	<p>Opts: Available less than 12 hrs/day</p> <p>1pt: Between 12 and 17 hrs/day</p> <p>2pts: Between 18 and 23 hrs/day</p> <p>4pts: Available 24/7</p>	4
2.5	Basic Maintenance and Basic Assistance	Support for basic maintenance and on-site staff support for basic assistance	<p>Opts: Not available</p> <p>0.5-3pts: Based on level of basic maintenance and support provided</p>	3
2.6	Customer Safety Enhancements	Customer safety amenities or features near Charging Station	<p>Opts: No enhancements provided</p> <p>0.5-4pts: Based on number and quality of safety features and amenities provided</p>	4
2.7	Other Amenities	Other amenities or features provided at or near the Charging Station	<p>Opts: No other amenities or features provided</p> <p>0.5-5pts: Based on number and quality of other amenities and/or features provided</p>	5



3. Site Readiness and Future Proofing [14pts]

ID	Element	Description	Score Breakdown Points	Max Points
3.1	Utility Coordination	Coordination with utility providers and networking capabilities	<p>0pts: Utility identified major concerns specific to this site, or the utility was provided with less than 15 days' notice and did not complete the form prior to the Proposal due date.</p> <p>2pt: Utility identified some concerns specific to this site or needs to perform further analysis.</p> <p>5pts: Utility did not identify any concerns specific to this site, or Prospective Contractor submitted form at least 15 days prior to Proposal deadline and did not receive a response</p>	5
3.2	NEPA Coordination, Preparation, and Risks	<ul style="list-style-type: none"> • Existing paved area or graded area • Site contamination / remediation • Site development • Charging station specific access • Flood zone 	<p>0pts: Additional site preparation and/or permitting is likely required and/or significant NEPA coordination is likely</p> <p>0.5-2.5pts: Based on degree of site preparation, remediation, and construction required and number and severity of risks</p> <p>3pts: No known concerns or additional preparation needed</p>	3
3.3	Plan for Additional Charging Ports and Power	Ability and future intent to install additional chargers, parking stalls, and add additional power to site	<p>0pts: No / limited potential for additional ports, stalls, or power</p> <p>0.5-2pts: Plan for additional ports, stalls, and/or power</p>	2



3.4	Pull Through Parking Stall	Availability of at least one pull through parking stall that can accommodate an MDV	<p>Opts: No pull through charging stall provided</p> <p>2pts: At least one pull through charging stall provided</p>	2
3.5	MDV/HDV Charging	Current and future ability to allow for parking and charging of MDVs/HDVs	<p>Opts: No current/future plans for MDV/HDV charging</p> <p>0.5-2pts: Integration of MDV/HDV charging along with LDV charging at onset of Project or for future</p>	2

4. Additional Equity and Sustainability [11pts]

ID	Element	Description	Score Breakdown Points	Max Points
4.1	Renewable Energy Usage	Renewable energy sources used for charging (on-site renewable energy, renewable energy credits, purchasing from a renewable energy source, etc.)	<p>Opts: No renewable energy used</p> <p>1pt: At least 50% renewable energy used</p> <p>2pts: 100% renewable energy used</p>	2
4.2	Innovative Technologies	Innovative technologies and/or approaches to site design, charging, and power storage	<p>Opts: No / minimal innovation used in Project</p> <p>0.5-3pts: Based on amount and level of innovations</p>	3
4.3	Cash Payments	Availability of cash payment for charging	<p>Opts: Cash payment not available</p> <p>0.5-3pts: Based on convenience of cash payment available for charging</p>	3
4.4	Site Resiliency	<ul style="list-style-type: none"> Strategies for reliable charging during emergencies Improvement to infrastructure beyond NEMA 3R 	<p>Opts: No additional strategy for reliable charging or improved infrastructure</p> <p>0.5-3pts: Based on ability to provide for reliable charging during emergencies and improved hardware</p>	3



5. Additional Safety and Workforce Development [7pts]

ID	Element	Description	Score Breakdown Points	Max Points
5.1	Safety Considerations	Safety considerations at site including safety for users and safety equipment	Opts: No additional safety considerations at site 0.5-3pts: Based on extent of safety considerations at site	3
5.2	Workforce Training	Plan for workforce training	Opts: No or minimal plan for EV workforce training 0.5-4pts: Based on quality of plan for EV workforce training	4

6. Project Costs [20pts]

ID	Element	Description	Score Breakdown Points	Max Points
6.1	Funding Requests	Overall cost of Project proposed, and contract amount requested. For scoring purposes, up to \$40,000 of EV charging workforce development activities will not be counted as part of the funding request.	Opts: Highest cost Project 0.5-15.5pts: Scale based on range between highest and lowest cost Projects 16pts: Lowest cost Project	16
6.2	Cost Breakdown and Narrative	Breakdown of expected costs and narrative describing costs	Opts: Minimal cost breakdown and inadequate narrative and/or omitted costs / unreasonable estimates 0.5-4pts: Based on reasonableness of estimates and narrative describing costs	4



Appendix V – Round 1B Charging Station Requirements

This appendix is designed to summarize the Federal Rule as well as add additional PennDOT-specific requirements for Charging Stations funded under this program. The Contractor shall comply with all Charging Station requirements.

PennDOT may add or modify specifications if dictated by Commonwealth or Federal requirements before the Period of Performance begins, subject to the conditions of the Agreement. These specifications do not direct the proper methods for installation of the equipment. The installer of the equipment must provide the proper infrastructure and power source up to the location of the EVSE.

PennDOT will consider various makes and models of EVSE equipment used to supply electricity to EVs. The EVSE covered under these specifications are limited to Direct Current Fast Charging (DCFC). Any items other than EVSE, including but not limited to network capabilities, extended warranties, retractable cables, preventive maintenance agreements, and stand-alone credit card terminals for public use chargers are to be included separately from these specifications.

The table below outlines the National Electric Vehicle Infrastructure (NEVI) Standards and Requirements from the Federal Rule. The Rule section column provides a direct link to the corresponding, and the subsection detail links provide a direct path to the individual subsection of the Federal Rule. PennDOT additional requirements from the **Appendix XII – Round 1B National Electric Vehicle Infrastructure Program Agreement – Draft, Section 9(f)** are included and mapped to the related Federal Rule, [Title 23 Chapter I Subchapter G Part 680](#), section.

Federal Rule Section	Federal Rule Section Title	Federal Rule Subsection Detail	PennDOT Additional Requirements
§680.100	Purpose	Summary of the program	
§680.102	Applicability	Defining the type and source of funding	
§680.104	Definitions	Complete list of terms and definitions	
§680.106	Installation, Operation, and Maintenance	a. Procurement process	
		b. Number of charging ports	
		c. Connector type	
		d. Power level	i. Additional power requirement iv. Emergency breaker v. Fault protection
		e. Availability	
		f. Payment methods	



Federal Rule Section	Federal Rule Section Title	Federal Rule Subsection Detail	PennDOT Additional Requirements
		g. Equipment certification	iii. NIST Handbook 44 compliance vii. NEMA 3R enclosure
		h. Security (physical & cyber)	
		i. Long-term stewardship	
		j. Qualified technician	
		k. Customer service	
		l. Customer data privacy	
		m. Use of program income	
		Additional PennDOT requirements	ii. Separate EVSE meter
§680.108	Interoperability	a. Charger-to-EV communication	
		b. Charger-to-Charging-Network communication	
		c. Charging-Network-to-Charging-Network communication	
		d. Network switching capability	
§680.110	Traffic Control Devices and Signage	a. Manual on Uniform Traffic Control Devices for Streets and Highways	
		b. On-premises signs	viii. PennDOT visual identifier
§680.112	Data Submittal	a. Quarterly data submittal	
		b. Annual data submittal	
		c. One-time data submittal	
		d. Community engagement outcomes report	
§680.114	Charging Network Connectivity	a. Charger-to-charging-network communication	
		b. Interoperability	



Federal Rule Section	Federal Rule Section Title	Federal Rule Subsection Detail	PennDOT Additional Requirements
		c. Charging-network-to-charging-network communication (see also §680.108(c))	
		d. Charging-network-to-grid communication	
		e. Disrupted network connectivity	
§680.116	Publicly Available Information	a. Communication of price	
		b. Minimum uptime (definition and calculation)	
		c. Third-party data sharing	
§680.118	Other Federal Requirements	a. Buy America and Build America	
		b. Davis Bacon federal wage rate	
		c. American with Disabilities Act of 1990 (ADA)	
		d. Title VI of the Civil Rights Act of 1964	
		e. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act)	
		f. Disadvantaged Business Enterprise (DBE) program does not apply	
		g. The Uniform Relocation Assistance and Real Property Acquisition Act	
		h. The National Environmental Policy Act of 1969 (NEPA)	



Appendix VI – Required Proposal Materials and Project Deliverables

A Prospective Contractor must complete a full Proposal for their Candidate Site to be considered for contract selection. This Proposal includes several deliverables, all of which are submitted through the eGrants Public Portal Interface. If a Prospective Contractor is conditionally selected for an award, there are several additional deliverables that must be completed. Many of these will be updates to information given in the Proposal, and others will be new or expanded documentation.

Many deliverables are completed incrementally over multiple stages. Deliverable version types include:

- **Outline** – Basic information that discusses how the Prospective Contractor/Contractor will achieve the objectives of the deliverable.
- **Draft** – A full draft document explaining specific details about how the Prospective Contractor/Contractor will achieve the objectives for the deliverable.
- **Final** – The final working document explaining specific details about how the Prospective Contractor/Contractor will achieve or is achieving the objectives for the deliverable.
- **Update** – An update to the final version of a document based on new information received while charging equipment is operational.
- **Ongoing** – Deliverables that are required to be submitted in a timely manner when the indicated event occurs while charging equipment is operational.

The following table includes a list of required deliverables as part of the four stages of the Project. For detailed information on the stages of the Project, see **Section I – Program Description, D. Round 1B Procedure**. Each deliverable includes a description, the location in the Addenda section of the eGrants Public Portal Interface where the deliverable is first addressed (if applicable), and the version types of the document that need to be completed during each stage of the Project.

Deliverable	Detail	eGrants Addenda Location(s)	Stages			
			0	1	2	3
Team Experience Form	Description of relevant experience	1.1-B	Final	--	--	--
Project Schedule	Gantt chart or similar project schedule document	1.2-B	Draft	Final	--	--
Site Host Letter of Commitment	Letter of Commitment from the Site Host	2.2	Draft	Final	--	--
Site Design	Site schematic, design, and construction plans	2.3	Draft	Final	--	--
Utility Form	Information related to the utility	3.1	Final	--	--	--
Cost Breakdown and Narrative	List of all costs and a description including details on each specific line item in a separate narrative	6.2	Final	--	--	--



Deliverable	Detail	eGrants Addenda Location(s)	Stages			
			0	1	2	3
Additional Documentation	Option to provide additional information by upload	7.1	Final (Optional)	--	--	--
Federal Lobbying Certification Form	Certification of compliance with applicable Federal lobbying laws	7.2	Final	--	--	--
Disclosure of Lobbying Activities Form	Disclosure of any legal lobbying activities according to Federal and Pennsylvania laws	7.3	Final	--	--	--
Federal Funding Accountability and Transparency Act (FFATA) Form	Form describing sub-award activity and executive compensation	7.4	Final (Optional)	Final	--	--
Worker Protection Form	Certification of compliance with applicable Pennsylvania state labor and workforce safety laws – additional forms are required for all subcontractors	7.5	Final	--	--	--
Written Statement on Proprietary Information and Confidentiality (Optional)	Identify any Proprietary Information and/or confidential trade secrets that should not be made available to the public	7.6	Final (Optional)	Final (Optional)	--	--
Operations and Maintenance Plan	Five-year plan to operate and maintain the facility for use by the public with greater than 97% Uptime – includes O&M contract if applicable	--	--	Draft	Final	--
Data Management and Cybersecurity Plan	Plan to manage EV charging related data including a privacy impact assessment and cybersecurity plan	--	--	Draft	Final	Update (Annually)



Deliverable	Detail	eGrants Addenda Location(s)	Stages			
			0	1	2	3
Networking Agreement	Five-year plan to provide for networking connectivity for the Charging Station	--	--	Draft	Final	--
Customer Service Plan	Plan to provide charging customers with 24/7 assistance	--	--	Draft	Final	--
Test Results	Results from various levels of EVSE testing	--	--	--	Final	--
Reporting	Reporting as required per forthcoming NEVI regulations on the EVSE to ensure that the network meets FHWA standards of access, reliability, and convenience operational requirements	--	--	--	--	Update (Quarterly and Annually)
Critical Event Notification	The Contractor shall immediately notify PennDOT of any critical events as specified in Section III – Program Requirements, Subsection A.	--	--	--	--	Ongoing (Within 24hrs of Event)
Audit Compliance	The Contractor shall cooperate if selected for audit	--	--	--	--	Ongoing



Appendix VII – Disadvantaged Community (DAC) Score and Eligible Interchanges

This section explains the disadvantaged community (DAC) score calculation. DAC scores are calculated for a given census tract and applied to Charging Stations based on its location. For each eligible interchange there are between one and five possible DAC scores based on the precise location of the Charging Station within the polygon, as shown on the online map, [Pennsylvania Round 1B NEVI Funding Opportunity - Eligibility Information](#). These scores are worth a maximum of 9 points (score for criteria 2.1i) and are assigned based on a DAC component analysis.

PennDOT's DAC component analysis is based on two tools: the [Climate and Economic Justice Screening Tool \(CEJST\)](#) and the [Equitable Transportation Community \(ETC\) Explorer](#) (state results version). Each of these tools gives a binary value showing whether a census tract is counted as a DAC or not. The tools also break down DAC scores into the following components:

- CEJST Components
 - Climate change
 - Energy
 - Health
 - Housing
 - Legacy pollution
 - Transportation
 - Water and wastewater
 - Workforce development
- ETC Components
 - Transportation insecurity
 - Environmental burden
 - Social vulnerability
 - Health vulnerability
 - Climate and disaster risk burden



The DAC score is weighted based on how many components of disadvantage are identified for the census tract. Scoring is broken down as follows:

- If the Charging Station is not located within a DAC, no points are given for the DAC score.
- A Charging Station located within either a CEJST DAC or an ETC DAC with one component met will be given a score of 4.
- Charging Stations located within a DAC with more than one component met will receive the following score:
 - 2-3 components: 5
 - 4-5 components: 6
 - 6-7 components: 7
 - 8-9 components: 8
 - 10-13 components: 9

An example calculation is shown below for Allegheny County Census Tract 305 (42003030500), which is along the I-376 corridor. This census tract has a total of seven categories of disadvantage met across the two tools, so the census tract is given a DAC score of 7.

	CEJST									ETC			
Census Tract	Climate Change	Energy	Health	Housing	Legacy Pollution	Transportation	Water and Wastewater	Workforce Development	Transportation Insecurity	Environmental Burden	Social Vulnerability	Health Vulnerability	Climate and Disaster Risk
420033030500			Y	Y	Y			Y		Y	Y		Y



Appendix VIII – Utility Form

PROSPECTIVE CONTRACTOR INFORMATION (Prospective Contractor to complete.)

Name of Company/Customer: _____
Facility Owner's Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact Name: _____
Contact Phone: _____ Contact Email: _____

SITE INFORMATION – ELECTRICAL DISTRIBUTION SERVICE NEEDS (Prospective Contractor to complete.)

Address of Site: _____
Latitude/Longitude: _____
Number of EV chargers anticipated: _____ Total service power level (kW): _____
Proposed In-Service Date: _____ Account #: _____

Type of Service (click all that apply):
 New Service (No existing lines) Existing Service Lines
 Upgrade of Existing Service

Number and size of conductors anticipated: _____
Requested voltages (i.e., 3-phase 277/480V 4 wire): _____
Service Capacity (amps): _____ Load Requested (kVA): _____

Provide aerial view of site with transformer location and termination point. Show nearest 3-phase source (if known):

Insert aerial view here with proposed location of chargers]



SITE INFORMATION – ELECTRICAL DISTRIBUTION SERVICE NEEDS (Utility Company to complete.)

Type: Primary Service Secondary Service

COST ESTIMATE (Utility Company to complete.)

Utility Company Name:	
DESCRIPTION	TOTAL COST & TIMELINE
<p>High-level Engineering & Construction Cost & Time Estimate</p> <p>(This high-level cost* and time estimate** includes Power Transformer, terminator pole, if applicable, Service Lateral or conductor and Metering.)</p> <p>*Cost estimate to be covered by Prospective Contractor.</p> <p>**Time estimate is from the time of official service request and subject to change.</p>	<p>\$</p> <p>Timeline/Comments:</p>
<p>Additional Engineering & Construction Costs/Time Estimates</p> <p>(These estimates include additional time and costs for primary line extension to customers’ location and upgrades required to accommodate new load.)</p>	<p>\$</p> <p>Timeline/Comments:</p>
Prospective Contractor construction responsibilities for electric distribution service	\$
Electric Distribution Company (EDC) construction responsibilities for electric distribution service	-\$
Total Estimated Timeline for Prospective Contractor:	
Total Estimated Cost to Prospective Contractor:	
	\$

Signature from Utility Company: _____

Additional notes:



Appendix IX – Example Cybersecurity Clauses for EV Charging Infrastructure

The Joint Office of Energy and Transportation has partnered with Pacific Northwest National Laboratory (PNNL) and Idaho National Laboratory (INL) to develop [sample cybersecurity procurement clauses](#).

Although PennDOT is not requiring these clauses be included in the Contractor's Data Management and Cybersecurity Plan, PennDOT will reference the following provisions when evaluating the robustness of the Contractor's Data Management and Cybersecurity Plan. Therefore, these clauses are provided as a guide for Prospective Contractors to consider while developing their Proposal.

Cybersecurity Program

1. The Contractor must address EV charging infrastructure security and must document potential risks and protections throughout the lifetime. [NIST 800-53 Rev5: PL-2, PL-7, PL-8, PM-7, PM-8, PM-9, PM-11, PM-17, PM-18, RA-1, RA-2]
2. The Contractor must provide an annual self-assessment and/or third-party assessment to the PennDOT that includes evidence of updates and adherence to the Cybersecurity Plan within 30 days of annual assessment. [NIST 800-53 Rev5: AU-6, CA-2, CA-7, PL-2, PM-18, RA-3, SA-11]
3. The Contractor must revise the Cybersecurity Plan annually to accommodate new risks, requirements, and standards and provide an updated copy to the PennDOT within 30 days of annual update. [NIST 800-53 Rev5: AC-16, CA-7, IR-4 (8) (10), IR-5, IR-6, IR-8 (1), RA-5 (11), RA-7, SI-5, SR-5, SR-6]
4. Security incidents must be reported to PennDOT within 48 hours of discovery.
5. The Contractor's subcontractors must adhere to the same cybersecurity protections. [NIST 800-53 Rev5: SR-2, SR-3, SR-5]
6. The Contractor must indemnify, defend, and hold harmless, without limitations, the Commonwealth, its departments, divisions, agencies, offices, commissions, officers, employees, and affiliates from or against any and all claims that arise from or relating to cybersecurity breaches to the contracted EV charging infrastructure. [NIST 800-53 Rev5: SR-1]

Identity, Credential, and Access Management

1. The Contractor must have centralized capabilities that authenticate, authorize, log, and monitor access. [NIST 800-53 Rev5: AC-2]
2. The Contractor must employ multi-factor authentication. [NIST 800-53 Rev5: IA-2, IA-5]

Configuration, Vulnerability, and Update Management

1. The Contractor must ensure authenticity and integrity of applied, report and violations, and must have a formal patch management plan that includes procedures for identifying, testing, approving, and deploying patches and updates in a timely manner. [NIST 800-53 Rev5: SA-22; NIST 800-40v2]



2. The update management process must be automated for timely and consistent deployment of security patches across all systems. [NIST 800-53 Rev5: SI-7]

Secure Payment

1. Payment systems must comply with current payment card industry security standards. [PCI DSS v4.0]
2. Payment terminals must be EMVCo L1 Certified. [EMV]

Secure Communications

1. The Contractor must employ standardized secure communication protocols utilizing modern encryption and design for cryptographic agility. [NIST 800-53 Rev5: SC-8, SC-13, SC-28, SI-7 (6)]
2. The Contractor must limit personal data collection to strictly necessary for purposes of EV charging and protect it throughout its life cycle. [NIST 800-53 Rev5: AC-16]
3. All data must reside in the United States throughout its life cycle and is administrated by those who have undergone background screening. [CSA; FedRAMP: NIST 800-53 Rev5: PS-3, SA-9 (4), SA-9 (5)]

Physical Security

1. The Contractor must utilize anti-tamper techniques to prevent, deter, and detect unauthorized physical access. [NIST 800-53 Rev 5: AT-3 (2), PE-3; PE-5, CM-7 (8)]
2. Unexpected or unauthorized accesses must be immediately communicated. [NIST 800-53 Rev 5: AC-3, AU-9, AU-13, IR-8, PS-7, SI-7]



Appendix X – Final Site Design Checklist

The following is the final site design checklist that will be used to review final site designs and equipment specifications submitted by Contractors to PennDOT prior to the issuance of Notice to Proceed. References with numbers starting in 680 refers to the NEVI Standards and Requirements identified in the Federal Rule, [Title 23 Chapter I Subchapter G Part 680](#).

Features	Final Site Design	Equipment Specifications	Reference
Approvals			
Received municipality approval for the Final Site Design	Yes	NA	Contract
Received utility approval for the Final Site Design (Power)	Yes		Contract
Location and Access			
Is Charging Station within 1 mile of exit?	Yes	NA	Proposal
Is the FEMA Flood Zone identified, if applicable?	NA		Proposal
Is the space available for future use identified, if applicable?	NA		Proposal
Is the location of EV equipment identified?	Yes		Proposal
Is the location of Point of sale identified?	No		Proposal
Is the on-premises signage - Directional identified? if applicable (follow MUTCD)	NA		Proposal
Is the on-premises signage (ADA) and/or pavement marking (ADA) identified?	No		Proposal
Does the equipment/design provide a visual display that clearly displays charging price?	Yes		Proposal
Amenities			
Does the Charging Station have lighting?	Yes	NA	Proposal
Does the Charging Station have a canopy over charging area?	NA		Proposal
Is there access to restroom at the facility?	Yes		Proposal
Is there a pull through stall at the Charging Station?	Yes		Proposal
Are there other amenities at the facilities?	NA		Proposal
Number of Charging Ports			
Does the Charging Station have at least four network-connected DCFC Charging Ports and capable of charging at least four EVs?	Yes	NA	680.106 (b) (1)



Features	Final Site Design	Equipment Specifications	Reference
Does the Charging Station have at least four network-connected AC Level 2 or a combination of DCFC and AC Level 2 Charging Ports and be capable of simultaneously charging at least four EVs?	NA		680.106 (b) (2)
Connector Type			
Does each Charging Port capable of charging any CCS-compliant vehicle?	Yes	NA	680.106 (c)
Does each Charging Port have at least one permanently attached CCS Type 1 connection?	Yes		680.106 (c)
Do AC Level 2 Charging Ports have a permanently attached J1772 connector and charge any J1772-compliant vehicle?	NA		680.106 (c)
Power Level			
Do the DCFC Charging Ports support output voltage between 250VDC and 920VDC?	Yes	NA	680.106 (d) (1)
Does the DCFC have a continuous power delivery rate of at least 150 kW, simultaneously from each Charging Port?	Yes		680.106 (d)(1)
Does the DCFC Charging Station conduct power sharing? If so, does each Charging Port continue to meet an EV's request for power up to 150 kW?	Yes		680.106 (d)(1)
Does each AC Level 2 Charging Port have a continuous power delivery rating of at least 6 kW?	NA		680.106 (d)(2)
Is the Charging Station capable of providing at least 6 kW per port simultaneously across all AC ports?	NA		680.106 (d)(2)
Do AC Level 2 chargers conduct power sharing and/or participate in smart charge management programs? If so, does each Charging Port continue to meet an EV's demand for power up to 6 kW, unless the EV charging customer consents to accepting a lower power level?	NA		680.106 (d)(2)
Is there a minimum port power capability of 300 kW per port when only two ports are in use? (Pennsylvania requirement)	Yes		Pennsylvania specific requirement



Features	Final Site Design	Equipment Specifications	Reference
Equipment Certification			
Identify EVSE Equipment Manufacturer - Make and Model.	NA	Yes	Proposal
Are all chargers certified by an Occupational Safety and Health Administration Nationally Recognized Testing Laboratory?		Yes	680.106 (g)
Are all AC Level 2 chargers ENERGY STAR certified?		NA	680.106 (g)
Are DCFC chargers certified to the appropriate Underwriters Laboratories (UL) standards for EV charging system equipment?		Yes	680.106 (g)
Are Level 2 chargers certified to the appropriate Underwriters Laboratories (UL) standards for EV charging system equipment?		NA	680.106 (g)
Identify EVSE Equipment Manufacturer - Make and Model		Yes	Proposal
Security - Physical Security			
Does the site follow siting and station design to ensure visibility from onlookers?	Yes	NA	680.106 (h)(1)
Does the site have video surveillance?	Yes		680.106 (h)(1)
Does the site have emergency call boxes?	No		680.106 (h)(1)
Does the site have fire prevention mechanism?	NA	Yes	680.106 (h)(1)
Does the site have charger locks?		Yes	680.106 (h)(1)
Does site have strategies to prevent tampering and illegal surveillance of payment devices?		Yes	680.106 (h)(1)
Interoperability of Electric Vehicle Charging Infrastructure			
Do chargers conform to ISO 15118-3?	NA	Yes	680.108 (a)
Do chargers have hardware capable of implementing both ISO 15118-2 and ISO 15118-20?		Yes	680.108 (a)
Does the charger software conform to ISO 15118-2 and be capable of Plug and Charge?		Yes	680.108 (a)
Does the conformance testing for charger software and hardware follow ISO 15118-4 and ISO 15118-5, respectively?		Yes	680.108 (a)
Do the chargers conform to Open Charge Point Protocol (OCPP) 1.6J or higher?		Yes	680.108 (b)
Do the chargers must conform to OCPP 2.0.1?		Yes	680.108 (b)
Is the charging network capable of communicating with other charging networks in accordance with Open Charge Point Interface (OCPI) 2.2.1?		Yes	680.108 (c)



Features	Final Site Design	Equipment Specifications	Reference
Are the chargers designed to securely switch charging network providers without any changes to hardware?		Yes	680.108 (d)
Traffic Control Devices or On-Premises Signs			
Do all traffic control devices, if used, comply with Title 23 Chapter I Subchapter-G part- 655?	Unknown	NA	680.110 (a)
Do all on-property or on-premises advertising signs, if used, comply with Title 23 Chapter I Subchapter-H part-750?	Unknown		680.110 (b)
Charging Network Connectivity of Electric Vehicle Charging Infrastructure			
Do chargers communicate with a charging network via a secured communication method?	NA	Yes	680.114 (a)(1)
Do chargers have the ability to receive and implement secure, remote software updates and conduct real-time protocol translation, encryption and decryption, authentication, and authorization in their communication with charging networks?		Yes	680.114 (a)(2)
Do charging networks perform remote charger monitoring, diagnostics, control, and smart charge management?		Yes	680.114 (a)(3)
Do chargers support remote charger monitoring, diagnostics, control, and smart charge management?		Yes	680.114 (a)(3)
Do chargers securely measure, communicate, store, and report energy and power dispensed, real-time charging-port status, real-time price to the customer, and historical charging-port Uptime?		Yes	680.114 (a)(4)
Do charging networks securely measure, communicate, store, and report energy and power dispensed, real-time charging-port status, real-time price to the customer, and historical charging-port Uptime?		Yes	680.114 (a)(4)
Is the charging network capable of communicating with other charging networks to enable an EV driver to use a single method of identification to charge at Charging Stations that are a part of multiple charging ?		Yes	680.114 (c)
Is the charging network capable of secure communication with electric utilities, other energy providers, or local energy management systems?		Yes	680.114 (d)
Do the chargers remain functional if communication with the charging network is temporarily disrupted, such that they initiate and		Yes	680.114 (e)



Features	Final Site Design	Equipment Specifications	Reference
complete charging sessions?			
Other Federal Requirements			
Do all equipment satisfy Buy America Requirements?	NA	Yes	680.118 (a)
Does the Charging Station adhere to the American with Disabilities Act of 1990?	Yes	Yes	680.118 (c)
Does the site have at least two (2) ADA stalls? "Last Use" model must be used. Refer to PennDOT DM-2 Pub-13 Chapter 19.5 for EV parking requirements.	Yes	NA	680.118 (c)
Does the Charging Station comply with floor and ground surfaces requirements? Are they stable, firm, and slip resistant and? Do all the openings in the floor or ground surfaces meet opening requirements, changes in level, turning space requirements? Is the access aisle/accessible pathway not blocked or obscured by curbs, wheel stops, bollards, or charging cable slack? Is the access aisle connected by an accessible route to the clear floor or ground space at the EV charger?	NA	Yes	680.118 (c); A.302
Does the Charging Station comply with clear floor or ground space requirements including, but not limited to, changes in levels, size, knee and toe clearance, position, approach, and maneuvering clearance?	NA	Yes	680.118 (c); A.305
Is there a minimum 30-inch x 48-inch clear floor or ground space at chargers?	Yes	NA	680.118 (c); A.305.3
Does the Charging Station comply with reach ranges requirements including forward reach and side reach? (Where a clear floor or ground space allows a parallel approach to an element and the high side reach is over an obstruction, the height of the obstruction shall be 34 inches (865 mm) maximum and the depth of the obstruction shall be 24 inches (610 mm) maximum. The high side reach shall be 48 inches (1220 mm) maximum for a reach depth of 10 inches (255 mm) maximum. Where the reach depth exceeds 10 inches (255 mm), the high side reach shall be 46 inches (1170 mm) maximum for a reach depth of 24 inches (610 mm) maximum.) Operable parts shall be higher than 15 inch minimum. All operable parts should meet the requirements for an unobstructed side reach and be no higher than 48 inches above the clear floor or ground	Yes	NA	680.118 (c); A.308



Features	Final Site Design	Equipment Specifications	Reference
<p>space and no farther than 10 inches away. The exception for fuel dispensers should not be used. Placing operable parts higher than the 15-inch minimum is recommended. The operable portion must be within an accessible reach range, but non-operable portions can be located outside of reach ranges. For example, a display screen that does not require user touch input, or has buttons located within reach range, can be located above 48 inches. Similarly, a card reader that can be activated below 48 inches with a portion of the card reader above 48 inches would still be operable. The operable portion of the connector, particularly the release button and handle, should be below 48 inches. A connector with no release button that can be used without reaching above 48 inches would also be within reach range.</p>			
<p>Does the Charging Station comply with operable parts requirements including clear floor space, height (reach ranges), and operation?</p>	Yes	NA	680.118 (c); A.309
<p>Are the operable parts, operable with one hand and not require tight grasping, pinching, or twisting of the wrist, and require no more than five (5) pounds of force to activate operable parts?</p>	NA	Unknown	680.118 (c); A.309
<p>Are the operable parts including, but not limited to, the connector, card readers, electronic user interfaces, and switches and buttons, including the emergency start/stop button, if applicable, accessible?</p>	NA	Yes	680.118 (c); A.309;
<p>Are lightweight charging cables (AC Level 2 and some DCFs) of sufficient length to charge a vehicle with various charging inlet locations?</p>	NA	NA	680.118 (c)
<p>Do the accessible EV charging spaces connect to an accessible route to the facilities amenities (cross slope max 1:48, running slope max 1:20, compliant curb ramps, compliant entrance to facilities)?</p>	Yes	NA	680.118 (c)
<p>Does the Charging Station meet the electric vehicle charging space and access aisle requirements? Are the ADA stalls at least 11 ft wide and 20 ft long? Are the adjoining access aisles at least 5 ft wide?</p>	Yes	NA	680.118 (c)
<p>If the vehicle charging spaces are marked, are the access aisles also marked?</p>	Yes		680.118 (c)
<p>If one access aisle is shared by two vehicle charging spaces, or a charging space and a parking space, is the overlap of accessible parking space limited to 5</p>	Yes		680.118 (c)



Features	Final Site Design	Equipment Specifications	Reference
ft? Two 8-foot accessible parking spaces sharing an 8-foot access aisle should not be used for vehicle charging spaces.			
Is the Charging Station connected to an accessible route that leads to an accessible entrance of the building or facility on the same site?	Yes		680.118 (c)
If the Charging Station is in the parking garage, is there an accessible route that connects to the accessible pedestrian entrance of the parking garage? Additionally, is there a minimum clearance of 98 inches throughout the vehicular route to the accessible vehicle charging space and access aisle?	NA	NA	680.118 (c)
If there are multiple Charging Station locations within a site, is an accessible route provided for each location?			680.118 (c);
Does the Charging Station meet the signs requirements, including, but not limited to, raised characters, braille, installation height and location, visual characters, pictograms, and symbols of accessibility?		Unknown	680.118 (c); A.703
Does the Charging Station meet fare machine requirements including, but not limited to, clear floor or ground space, operable parts, privacy, speech output, input, display screen, and two-way communication systems? Color coding or audible signals/cues shall not be used as the only means of conveying information, indicating an action, or prompting a response.	NA	Yes	680.118 (c); A.707
Do the chargers comply with the Section 508 standards including closed functionality, operable parts, display screens, status indicators, color coding, audible signals, information and communication technology (ICT)?		Unknown	680.118 (c); Section 508
Are the registration and card readers compatible with contactless payment systems, tactically discernible, and provide visual and audio feedback?		Unknown	680.118 (c)
Do the accessible EV spots Charging Station adhere to "use last" model for charging spaces? If so, is a "use last" sign installed?		NA	680.118 (c)
If EV Chargers must be installed on a curb, such as at on-street parking, place them as close to the edge of the face of the curb as possible and no farther than 10 inches away from the face of the curb.	Yes	Unknown	680.118 (c)



Features	Final Site Design	Equipment Specifications	Reference
NEPA Compliance			
Does the final site design comply with the NEPA process?	Yes	NA	Proposal



Appendix XI – Davis-Bacon Act Wage Determinations

Three documents are included in this section showing Davis-Bacon Act Wage Determinations as of the release of the Round 1B NEVI Funding Opportunity document on April 22, 2024. These documents will be updated (if necessary) on July 1, 2024.

- [PA20240002](#): Western Pennsylvania
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
- [PA20230004](#): Southeastern Pennsylvania
Bucks, Chester, Delaware, Montgomery, Philadelphia
- [PA20230006](#): Eastern Pennsylvania
Adams, Berks, Bradford, Carbon, Columbia, Cumberland, Dauphin, Juniata, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming, Monroe, Montour, Northampton, Northumberland, Perry, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming, York

A. PA20230002: Western Pennsylvania

"General Decision Number: PA20240002 02/23/2024

Superseded General Decision Number: PA20230002

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)(1).

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:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 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 2024.
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:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 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 2024.

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	01/05/2024
1	01/12/2024
2	01/19/2024
3	01/26/2024
4	02/23/2024

BOIL0013-005 01/01/2024



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

	Rates	Fringes
BOILERMAKER.....	\$ 52.10	35.38

BOIL0154-004 01/01/2023		

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.....	\$ 45.60	31.37

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
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 01/01/2024

	Rates	Fringes
PILEDRIVERMAN		
Piledriverman (welder).....	\$ 42.13	21.92
Piledriverman.....	\$ 40.63	21.92

CARP0274-002 01/01/2024

	Rates	Fringes
Diver.....	\$ 60.95	21.92
Tender.....	\$ 40.63	21.92



 CARP0443-004 06/01/2023

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

 CARP2274-001 01/01/2024

	Rates	Fringes
CARPENTER (ALLEGHENY, ARMSTRONG, BEAVER, BUTLER, ERIE, FAYETTE, GREENE, LAWRENCE, MERCER, WASHINGTON, AND WESTMORELAND COUNTIES)		
Carpenters (Welders).....	\$ 41.60	21.34
Carpenters.....	\$ 40.10	21.34
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).....	\$ 41.35	21.34
Carpenters.....	\$ 39.85	21.34

 ELEC0005-006 12/22/2023

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.....	\$ 48.61	30.91

 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 06/01/2023

FRANKLIN and MIFFLIN COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	26.33

ELEC0712-003 01/01/2024

CRAWFORD, BEAVER, LAWRENCE AND MERCER COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 47.30	28.12

ELEC0812-008 06/01/2023

CLINTON COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 36.84	24.91

ELEC0812-009 06/01/2023



POTTER COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 37.85	24.94

 ELEC0812-011 06/01/2023

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

	Rates	Fringes
ELECTRICIAN.....	\$ 36.84	24.91

 ELEC1319-004 01/01/2024

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

	Rates	Fringes
Line Construction:		
Equipment Operator.....	\$ 64.46	22.92
Groundmen.....	\$ 39.97	14.15
Linemen.....	\$ 64.46	28.42
Truck Driver.....	\$ 41.90	14.29

 ENGI0066-016 01/01/2024

	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.....	\$ 38.59	24.03
GROUP 1-A.....	\$ 41.59	24.03
GROUP 1-B.....	\$ 40.59	24.03
GROUP 2.....	\$ 38.33	24.03
GROUP 3.....	\$ 34.68	24.03
GROUP 4.....	\$ 34.22	24.03
GROUP 5.....	\$ 33.97	24.03

Power equipment operators:



(BEDFORD, CAMERON, CLINTON,
FOREST, FRANKLIN, FULTON,
HUNTINGDON, MIFFLIN, AND
POTTER COUNTIES)

GROUP 1.....	\$ 38.30	24.03
GROUP 1-A.....	\$ 41.30	24.03
GROUP 1-B.....	\$ 40.30	24.03
GROUP 2.....	\$ 38.02	24.03
GROUP 3.....	\$ 34.38	24.03
GROUP 4.....	\$ 33.89	24.03
GROUP 5.....	\$ 33.68	24.03

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; Presplitter Drill (self contained); Refrigeration Plant (soil Stabilization) 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 operator (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 gauge); 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 Operator (two or three units); Multi-head Tie Tamper; Pavement Breaker (self-propelled or ridden); Soil Stabilizer 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 self-propelled); Conveyor; Elevator (Material hauling only); Fork-lift (Ridden or self-propelled); Form Line Machine; Generator; Grout Pump; Heater (Mechanical); 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
IRONWORKER.....	\$ 33.57	32.23

IRON0207-002 06/01/2023		
LAWRENCE, MERCER, AND VENANGO COUNTIES		

	Rates	Fringes
IRONWORKER.....	\$ 33.00	27.16

IRON0404-008 07/01/2023		
FRANKLIN (Remainder), HUNTINGDON (Remainder), AND MIFFLIN COUNTIES		

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 36.26	31.38

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

LAB01058-001 01/01/2024

	Rates	Fringes
LABORER (BEDFORD, CAMERON, CENTRE, CLINTON, CRAWFORD, FOREST, FRANKLIN, FULTON, HUNTINGDON, JEFFERSON, MIFFLIN, AND POTTER COUNTIES)		
GROUP 1.....	\$ 32.10	25.50
GROUP 2.....	\$ 32.26	25.50
GROUP 3.....	\$ 32.75	25.50
GROUP 4.....	\$ 33.20	25.50
GROUP 5.....	\$ 33.61	25.50
GROUP 6.....	\$ 30.45	25.50
GROUP 7.....	\$ 33.10	25.50
GROUP 8.....	\$ 34.60	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.....	\$ 32.20	25.50
GROUP 2.....	\$ 32.36	25.50
GROUP 3.....	\$ 32.75	25.50
GROUP 4.....	\$ 33.20	25.50
GROUP 5.....	\$ 33.61	25.50
GROUP 6.....	\$ 30.45	25.50
GROUP 7.....	\$ 33.20	25.50
GROUP 8.....	\$ 34.70	25.50

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt curb sealer; Asphalt tamper; Batcherman
(weigh) Blaster, Boatman, Brakeman, Change house attendant,
Coffer dam, 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 Surfacers, 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 06/01/2023

ALLEGHENY, FAYETTE, GREENE, WASHINGTON COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 38.33	23.72
Brush & Roller.....	\$ 30.56	23.72
Spray.....	\$ 30.56	23.72

PAIN0057-015 06/01/2023

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.....	\$ 38.33	23.72
Brush and Roller.....	\$ 30.56	23.72
Spray.....	\$ 30.56	23.72

 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 06/01/2023

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

Rates Fringes

PAINTER

Brush and Roller.....	\$ 30.56	23.72
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 PLAS0526-002 01/01/2024

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...	\$ 35.14	26.30
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 PLUM0027-001 06/01/2023

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).....	\$ 48.65	25.47
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 PLUM0027-009 06/01/2023

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



	Rates	Fringes
Plumbers and Pipefitters (Bridge Drain Pipe).....	\$ 46.98	25.47

 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

 TEAM0040-006 01/01/2024

	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.....	\$ 34.93	22.71
GROUP 2.....	\$ 35.39	23.02
Truck drivers: (BEDFORD, CAMERON, CLAIRON, CLINTON, ELK, FOREST, FRANKLIN, FULTON, HUNTINGDON, MIFFLIN, AND POTTER COUNTIES)		
GROUP 1.....	\$ 34.79	22.63
GROUP 2.....	\$ 35.25	22.93

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.

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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) (iii)).

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 DECISION"

B. PA20230004: Southeastern Pennsylvania

"General Decision Number: PA20240004 01/12/2024

Superseded General Decision Number: PA20230004

State: Pennsylvania

Construction Types: Heavy and Highway

Counties: Bucks, Chester, Delaware, Montgomery and Philadelphia Counties in Pennsylvania.

HEAVY AND HIGHWAY CONSTRUCTION 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)(1).

If the contract is entered	. Executive Order 14026	
into on or after January 30,	generally applies to the	
2022, or the contract is	contract.	
renewed or extended (e.g., an	. The contractor must pay	
option is exercised) on or	all covered workers at	
after January 30, 2022:	least \$17.20 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 2024.
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:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 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 2024.

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	01/05/2024
1	01/12/2024

* BOIL0013-003 01/01/2024

	Rates	Fringes
BOILERMAKER.....	\$ 52.10	35.38

CARP0219-005 05/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 51.60	35.81

CARP0255-006 05/01/2023

	Rates	Fringes
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CARPENTER.....\$ 54.78 29.27

FOOTNOTE:

A. PAID HOLIDAY: LABOR DAY

 CARP0474-004 05/01/2023

	Rates	Fringes
PILEDRIVERMAN.....	\$ 46.73	41.69

 ELEC0098-001 04/29/2018

BUCKS COUNTY: Starting at the Delaware River and following the west limits of the Borough of Bristol, along the continuation of U.S. Highway 13 and under the Pennsylvania Railroad Bridge to Route 09113, north 09113 to Route 152, north along Route 152 to the Humeville Road, east on Humeville Road to Route 333, north on Route 344 to the junction of Spurs 281 and 252, continue north on Spur 252 to Route 09028, west on 09028 to Route 152, north on 152 to TR 232, north on TR 532 to Tr 113, north on TR 113 to TR 232 at Anchor Inn, northeast on TR 232 and continue northeast along Rounte 659 to Route 09060, west on 09060 to Route 402, north on 402 to the Borough line at the southwest corner of the Borough of New Hope. The Bouough of New Hpoe is excluded. Starting at the Delaware at the Delaware River and proceeding southwest along the Plumstead-Solebury and the Plumstead-Buckingham Township lines to Route 09064, northwest on 09064 to U.S. Highway 611 south on 611 to the spur of Route 270, northwest along the spur to Route 397, Southwest on 397 to Route 350, southeast on 350 to Route 395, southwest on 395 to Route 09060, southeast on 09069 to Route 09041 southwest on 09041 to the Montgomery County line.

DELAWARE COUNTY: That portion east of a line following State Highway 320 from Montgomery County to Maple, then along the Springfield Road to Saxer Ave, along Saxer Avenue to Powell Road, along Powell Road to State Highway 420 and continuing in a straight line to the Delaware River. MONTGOMERY COUNTY:

That portion southeast of a line following Lower State Road from Bucks County southwest to the Bethlehem Pike (U.S Highway 309), south on the Bethlehem Pike to the Penllyn Pike, southwest on the Penllyn and Blue Bell Pikes to the Wissahickon Creek, southeast on the Wissahickon Creek to the Butler Pike to North Lane near Conshohocken Borough, southwest on North Lane to Schuylkill River and continuing southeast in a line to the Spring Mill Road and southwest on the Spring Mill Road to Delaware County. PHILADELPHIA COUNTY

Rates Fringes



ELECTRICIAN.....\$ 58.33 59%+1.75

 ELEC0102-003 05/29/2023

BUCKS COUNTY (Plumstead, Bedminister, Tinicum, Nockamixon, Bridgeton and Durham Townships in their entirety, and that portion of Haycock and Springfield Townships east of a line following State Highway 412, from Northampton County south to Route 09071 to State Highway 212, along Highway 212 to Route 09068, and along 09068 to State Highway 313. Also included is that portion of Dublin Borough east of State Highway 313

	Rates	Fringes
ELECTRICIAN.....	\$ 61.87	62.50%

 ELEC0126-002 05/31/2021

CHESTER, DELAWARE, MONTGOMERY, PHILADELPHIA, AND REMAINDER OF BUCKS COUNTY

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 57.93	32.25%+11.00
Groundman.....	\$ 34.76	32.25%+11.00
Lineman.....	\$ 57.93	32.25%+11.00
Truck Driver.....	\$ 37.65	32.25%+11.00
Winch Truck Operator.....	\$ 40.55	32.25%+11.00

 ELEC0269-001 01/02/2023

BUCKS COUNTY (Area East of a line starting at the Delaware River and following the west limits of the Borough of Bristol, along the continuation of U.S. Highway 13 and under the Pennsylvania Railroad Bridgeto Route 09113, north along 09113 to route 152, north along route 152 to the Hulmeville Rd., east on the Hulmeville to Route 344, north on route 344 to the junction of Spurs 281 and 252 continue north on spur 252 and route 09028, west on 09028 to Route 152, north on 152 to TR 532, north on TR 532 to TR 113, north on TR 113 to TR 232 as Anchor Inn, northeast on TR 232 and continue northeast along 659 to Route 09060, West on 09060 to Route 402, north on 402 to the Borough Line at the southwest corner of the Borough of New Hope; including the Boroughs of New Hope and Bristol)

	Rates	Fringes
ELECTRICIAN.....	\$ 54.27	65.20%



 ELEC0269-002 01/02/2023

BUCKS COUNTY - That portion east of a line starting at the Delaware River and following the west limits of the Borough of Bristol, along the continuation of U.S. Highway 13 and under the Pennsylvania Railroad Bridge to Route 09113, north along 09113 to route 152, north along route 152 to the Hulmeville Rd., east on the Hulmeville to Route 344, north on route 344 to the junction of Spurs 281 and 252 continue north on spur 252 and route 09028, west on 09028 to Route 152, north on 152 to TR 532, north on TR 532 to TR 113, north on TR 113 to TR 232 as Anchor Inn, northeast on TR 232 and continue northeast along 659 to Route 09060, West on 09060 to Route 402, north on 402 to the Borough Line at the southwest corner of the Borough of New Hope. The Boroughs of New Hope and Bristol are included.

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 59.70	64.75%
Groundman, Truck Driver.....	\$ 43.42	64.75%
Linemen and Heavy		
Equipment Operator.....	\$ 54.27	64.75%

ELEC0313-003 06/01/2011

DELAWARE COUNTY :(That portion south of U.S. Highway No. 1 and west of U.S. Highway No. 202) Chester County (That portion South and east of U. S. Highway 1)

	Rates	Fringes
ELECTRICIAN.....	\$ 35.00	23.70

ELEC0375-001 06/01/2023

BUCKS COUNTY (East Rock Hill, West Rock Hill, Milford and Richland Townships in their entirety and that portion of Haycock and Springfield Townships west of a line following State Highway 212 from Northampton County South to Route 09071 along 09071 to state Highway 212, along Highway 212 to Route 09068 and along 09068 to State Highway 313) MONTGOMERY COUNTY (Upper Hanover Twp.in its entirety)

	Rates	Fringes
ELECTRICIAN.....	\$ 45.15	24.03



ELEC0380-001 09/29/2014

BUCKS COUNTY (Hilltown and New Britain Townships in their entirety; that portion of Telford Borough Northeast of County Line Road (Main Street) and bounded by West Rock Hill and Hilltown Township that portion of Dublin Borough West of State Highway 313, and that portion of Doylestown and Warrington Townships and Doylestown Borough Northwest of a line following U.S. Highway 611 South from Route 09064 to the spur of Route 270, and proceeding Northwest along the spur to Route 397, Southwest on 397 to Route 350, Southeast on 350 to Route 395, Southwest on 395 to Route 09069, Southeast on 09069 to Route 09041, Southwest on 09041 to the Montgomery County Line)

DELAWARE COUNTY (The portion of Radnor Township North of U.S Highway 30 and West of State Highway 320)

MONTGOMERY COUNTY (The portion Northwest of a line following Lower State Road from Bucks County Southwest to Bethlehem Pike (U.S. Highway 309), South on Bethlehem Pike to Penllyn Pike, Southwest on the Penllyn and Blue Bell Pikes to Wissahickon Creek to the Butler Pike, Southwest Wissahickon Creek to Butler Pike, Southwest on Butler Pike, to North Lane near Conshohocken Borough, Southeast on North Lane to the Schuylkill River and continuing Southeast in a line to Spring Mill Road, Southwest on Spring Mill Road to Delaware County; but excluding Upper Hanover, Douglas, Upper Pottsgrove, West Pottsgrove Townships and also excluding that portion of the Borough of Pottstown North and West of a line drawn Northeast on Kein Street from the Schuylkill River to Reading Railroad Northwest on the railroad to Madison Street, to High Street, East on High Street to Green Street, North on Green Street and Northeast on Mintzer Street to Lower Pottsgrove Township Line, along this township line and the borough line Northwest to Adams Street and Beehive Road, Northeast on Beehive Road to the Township Line at Mervine Street)

CHESTER COUNTY (East Coventry, East Vincent, West Vincent, East Pikeland, West Pikeland, Uwchlan, Upper Uwchlan, East Brandywine, Schuylkill and Charleston Townships in their entirety, and that portion of Clan, East Clan, East Whiteland & West Whiteland, Tredyffrin, Willistown, Easttown Townships and Borough of Downingtown north of U. S.Highway 30)

	Rates	Fringes
ELECTRICIAN.....	\$ 41.05	29.99

ELEC0654-001 05/29/2023

DELAWARE COUNTY (The portion south of U.S. Highway 30 and north of that part U.S. Highway 1 between U.S. Highway 202 and the Chester County Line, and east of that part of U.S. Highway 202



between U.S. Highway 1 and the Delaware Line, and west of a line extending from Montgomery County along State Route 320 to Maple, then along the Springfield Road to Saxer Avenue, along Saxer Avenue to Powell Road; along Powell Road to State Highway 420; along 420 and continuing in a straight line to the Delaware River in the State of Pennsylvania) CHESTER COUNTY (That portion south of U. S. Highway 30 and north of that part of U.S. Highway 1)

	Rates	Fringes
ELECTRICIAN.....	\$ 47.72	27.60%+24.29

ELEC0743-001 09/01/2023		

CHESTER (Coatesville, Honey Brook, South Coventy, Valley, Wallace, Warwick, West Brandywine, West Clan, and West Nantmeal Twps); AND MONTGOMERY (Douglas, Pottstown, Upper Pottsgrove, and West Pottsgrove, Twps) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 42.52	24.83
<p>New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day.</p>		

ELEC0743-007 09/01/2023		

CHESTER COUNTY (The portion of Sadsbury and West Sadsbury Township north of U.S. Highway 30)

	Rates	Fringes
ELECTRICIAN.....	\$ 42.52	24.83

* ENGI0542-005 05/01/2023		

	Rates	Fringes
Power equipment operators: (HEAVY, HIGHWAY, AND WATER LINE CONSTRUCTION (Off Plant Site))		
GROUP 1.....	\$ 52.20	32.81
GROUP 1a.....	\$ 55.20	33.70
GROUP 2.....	\$ 51.95	32.74



GROUP 2a.....	\$ 54.97	33.61
GROUP 3.....	\$ 47.87	31.53
GROUP 4.....	\$ 47.57	31.44
GROUP 5.....	\$ 45.85	30.93
GROUP 6.....	\$ 44.85	30.65

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Handling steel and stone in connection with erection, cranes doing hook work, any machine handling machinery, helicopters, concrete pumps building machines similar to the above, including remote control equipment.

GROUP 1a: Machines handling steel, or the functional equivalent, and stone in connection with erection 15 ton and over factory rating; Cranes doing hook work 15 ton and over factory rating; Any machines handling machinery; HIGH Rail/Burro Crane 15 ton and over factory rating; Rail Loader (Winch Boom Type) 15 ton and over factory rating; Concrete Pumps (Building) 120 feet of Boom length or less (200 yard pour or less); Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 2: All types of cranes, All types of backhoes, Cableways, Draglines, Keystones, all types of shovels, Derricks, Pavers 21E and over, Trenching machines, Trench shovel, Graddalls, Front-End loaders, Boat Captain, Pippin type backhoes, Tandems scrapers, Towers type crane operation erecting, Dismantling, Jumping or Jacking, Drills (self-contained), (drillmaster type) forklift (20 ft. and over), Moter patrols (fine grade), Batch plant with mixer, Carryalls, Scraper, Trounapulls, Roller (Hith Grade Finishing), Spreaders (asphalt), Bulldozers and Tractors, Mechanic welder, Conveyor loaders (euclid-type wheel), Concrete pump, Milling Machines, Hoist with two towers, Building hoist double drum (unless used as a single drum), Mucking machines in tunnel, All auto grade and concrete finishing machines, Bundle pullers/extractors (tublar), toxic/hazardous waste removal rate 20 per cent added to all classification, bobcat, side broom, directional boring machines, vermeet saw type machines (other than hand held) tractor mounted hydro axe, chipper with boom, all machine similar to the above includidng remote control equipment.

3: Asphalt plant engineers, Well drillers, Ditch witch (small trencher), Motor patrols, Fine grade machines, Ten-ton roller (grade fill stone base), Concrete breaking machines, Guilloline only, Stump grinder, Conveyors (except building conveyors), Fork lift trucks of all types, High pressure boliers, Machine similar to the above, including remote control equipment.



GROUP 2a: Crawler backhoes and Crawler gradalls over one cubic yard factory rating; Hydraulic backhoes over one cubic yard factory rating; All types of cranes 15 ton and over factory rating; Single person operation truck cranes 15 ton and over factory rating; Cherry picker type machinery and equipment 15 ton and over factory rating; Concrete Pumps (Heavy/Highway); Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 3: Asphalt plant engineers, Well drillers, Ditch witch (small trencher), Motor patrols, Fine grade machines, Ten-ton roller (grade fill stone base), Concrete breaking machines, Guilloline only, Stump grinder, Conveyors (except building conveyors), Fork lift trucks of all types, High pressure boilers, Machine similar to the above, including remote control equipment.

GROUP 4: Seaman, Pulverzer form line grader, Farm tractors, road finishing, Concrete spreader, Power broom (self-contained), Seed spreader, Grease truck.

GROUP 5: Compressors pumps, Well point pumps, Welding machines Tireman, Power equipment, Maintenance engineer (power boats), and machines similar to the above.

GROUP 6: Fireman, Oilers and deck hands (personnel Boats), grease truck.

FOOTNOTE: A. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and Christmas Day

TOXIC/HAZARDOUS WASTE REMOVAL

Add 20 per cent to basic hourly rate for all classifications

IRON0401-001 07/01/2023

BUCKS (Includes the towns of BEnsalem, Breadysville, Bristol Churchville, Cornwells Heights, Davisville, Eddington, Feasterville, Hartsville, Johnsville, Line Lexington, Neshaminy, Southampton, Tradesville, Trevose, Unionville, Warminster, and Warrington): DELAWARE (North of a line running along State Rt 352 to right on State Rt 291 to State Line); CHESTER (Includes the towns of Aldham, Anselma, Bacton, Berwyn, Cedar Hollow, Charlestown, Chester Springs, Cromby, Devon, Devault, Daylesford, Diamond Rock, Dutton Mill, Frazer, Goshenville, Howellville, Kimberton, Ludwigs Corner, Paoli, Matthews, Perkiomen Junction, Phoenixville, Rapps Corner, Rocky Hill, Strattford, Sugartown, Tanguy, Valley Forge, Valley



Store, White Horse, Williams Corner, and Wilsons Corner);
 MONTGOMERY (Remainder); and PHILADELPHIA COUNTIES

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 51.20	40.60

IRON0404-023 07/01/2023		

MONTGOMERY COUNTY (Anise, Berguy, Congo, Douglas, East Greenfield, East Limerick, East Slaford, East Zieglerville, Engleville, Fagleysville, Ford, Gilbertsville, Green Lane, Hanover, New Perksionenville, Niato, Palm, Obelish, Pennsburg, Perkiomen, Pottstown, Royerford, Roytown, Sammamansville, Tylerport, Upper Hanover, Upper Pottsgrove, Upper Wodall, West Limerick, West Salford, and West Zieglerville Townships)

	Rates	Fringes
Ironworkers:.....	\$ 36.26	31.38

IRON0405-001 07/01/2023		

BUCKS (Includes the towns of Bensalem, Breadysville, Bristol, Churchville, Cornwell Heights, Davisville, Eddington, Festerville, Hartsville, Johnsville, Line Lexington, Neshaminy, Southampton, Transville, Trevoise, Unionville, Warminister, and Warrington), DELAWARE (North of a line running along State Route 352 to right on State Route 291 to State Line); CHESTER (Includes the towns of Aldham, Anselma, Bacton, Berwyn, Cedar Hollow, Charlestown Chester Springs, Cromby, Devon, Devault, Daylesford, Diamand Rock, Dutton Mill, Frazer, Goshenville, Howellville, Kimberton, Ludwigs Corner, Paoli, Mathews, Perkiomen Junction, Phoenixville, Rapps Corner, Rocky Hill, Strafford, Sugartown, Tanguy, Valley Forge, Valley Store, White Horse, Williams Corner, and Wilsons Corner); MONTGOMERY (Remainder); AND PHILADELPHIA COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING Bucks, Chester, Delaware and Montgomery Counties.....	\$ 45.70	34.17
Philadelphia County.....	\$ 48.29	34.17
Reinforcing Steel Mesh, Rebar Work		

The following holidays shall be observed and when work is performed thereon it shall be paid for at twice the base



rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Employees shall be off Christmas Eve Day and receive four hours pay. Employees who have to work on Christmas Eve Day shall work four hours and be paid for eight hours pay for the holiday. Any time worked beyond four hours shall be paid at the double time rate plus the four hours holiday pay. To receive holiday pay, the employee must work the day before Christmas Eve and the first working day after Christmas Day.

IRON0405-003 07/01/2023

BUCKS COUNTY (Includes the towns of Bensalem, Breadysville, Bristol, Churchville, Cornwells Heights, Davisville, Eddington, Feasterville, Hartsville, Johnsville, Line Lexington, Neshaminy, Southhampton, Tradesville, Trevoise, Unionville, Warminster, and Warrington), DELAWARE (North of a line running along State Route 352 to right on Stae Route 291 to State Line); CHESTER (Includes the towns of Alsham, Anselma, Bacton, Berwyn, Cedar Hollow, Charlestown, Chester Springs, Cromby, Devon, Devault, Daylesford, Diamond Rock, Dutton Mill, Frazer, Goshenville, Howellville, Kimberton, Ludwig Corner, Paoli, Mattews, Perkiomen Junction, Phoenixville, Rapps Corner, Rocky Hill, Strafford, Sugartown, Tanguy, Valley Forge, Valley Store, White Horse, Williams Corner); MONTGOMERY (Remainder); and PHILADELPHIA COUNTIES

	Rates	Fringes
IRONWORKER (Rigger and Machinery Mover).....	\$ 45.70	34.17

The following holidays shall be observed and when work is performed thereon it shall be paid for at twice the base rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Employees shall be off Christmas Eve Day and receive four hours pay. Employees who have to work on Christmas Eve Day shall work four hours and be paid for eight hours pay for the holiday. Any time worked beyond four hours shall be paid at the double time rate plus the four hours holiday pay. To receive holiday pay, the employee must work the day before Christmas Eve and the first working day after Christmas Day.

IRON0451-004 07/01/2023

CHESTER (Remainder of County), AND DELAWARE (Remainder of County) COUNTIES



	Rates	Fringes
Ironworkers: (Structural, Ornamental, and Reinforcing).....	\$ 40.10	34.85

The following holidays shall be observed, and when work is performed thereon it shall be paid for at twice the base wage rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

LAB00057-001 05/01/2023

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 37.55	26.79
GROUP 2.....	\$ 37.75	26.79
GROUP 3.....	\$ 37.75	26.79
GROUP 4.....	\$ 32.35	26.79
GROUP 5.....	\$ 38.40	26.79
GROUP 6.....	\$ 38.45	26.79
GROUP 7.....	\$ 38.30	26.79
GROUP 8.....	\$ 38.05	26.79
GROUP 9.....	\$ 37.90	26.79
GROUP 10.....	\$ 38.05	26.79
GROUP 11.....	\$ 37.95	26.79
GROUP 12.....	\$ 41.68	26.79
GROUP 13.....	\$ 38.25	26.79

LABORERS CLASSIFICATIONS

GROUP 1: Yardwork Laborers; Scale Mixermen; Burnermen, Feeders; Dustmen

GROUP 2: General Laborer; Asphalt Shovelers; Sheeting, Shoring & Lagging Laborers; Stone, Granite & Artificial Stone Setting Laborer; Hod Carriers; Scaffold Builders; Relief Joints & Approach Slabs; Assembling & Placing Gabions; Pneumatic Tool Laborers; Concrete Forms & Stripping Laborers; Concrete & Lumber Material Laborers; Steel & Steel Mesh (Carrying & Handling); Form Pinners; Mortar Mixers; Pouring & Placing Concrete; Grade Men

GROUP 3: Vibrator Laborer; Finish Surface Asphalt Rackers; Jackhammer Operators; Paving Breaker Operator; Pipelayer & Caulker (all joints up to within 5 feet of the Building Foundation Line); Conduit & Duct Layers

GROUP 4: Flagperson



GROUP 5: Miners

GROUP 6: Burners

GROUP 7: Miner Bore Driver; Blasters; Drillers; Pneumatic Shield Operator

GROUP 8: Form Setters

GROUP 9: Trackmen; Brackmen; Groutmen; Bottom Shaft Men; All Other Laborers in Free Air Tunnels; Underpinning (When an underpinning excavation is dug eight feet or more below the natural grade or where an excavation for a pier hole of five feet square or less and eight feet or more deep is dug, the rate shall apply only after a depth of eight feet is reached, to the men working in the bottom)

GROUP 10: Circular Caissons (Where an excavation for circular caissons are dug eight feet or more below the natural grade level adjacent to the starting point of the caisson hole, at ground level, for the men working in the bottom); Welders, Burners & Air Tuggers

GROUP 11: Powderman; Multiple Wagon Drill Operator

GROUP 12: Toxic/Hazardous Waste Handler

GROUP 13: Wagon Drill/Hydraulic Track Drill Operator

LABO0413-005 05/01/2023

	Rates	Fringes
Landscaping		
Farm Tractor Driver,		
Hydroseeder Nozzleman,		
Mulcher Nozzleman.....	\$ 29.45	23.55+A

FOOTNOTE:

A. PAID HOLIDAYS: Independence Day, Labor Day, and Thanksgiving Day

PAIN0021-003 02/01/2023

	Rates	Fringes
Painters:		
Bridge.....	\$ 59.78	30.51
All Other Work.....	\$ 48.82	30.47



 PLAS0592-008 05/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 43.20	32.91

 PLAS0592-012 05/01/2023

PHILADELPHIA COUNTY

	Rates	Fringes
PLASTERER.....	\$ 42.97	32.45

 PLAS0592-013 05/01/2023

BUCKS, CHESTER, DELAWARE and MONTGOMERY COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 39.32	32.44

 PLUM0420-001 05/01/2023

	Rates	Fringes
Steamfitter Bucks, Chester, Delaware, Montgomery and Philadelphia Counties.....	\$ 67.37	41.68

 PLUM0690-008 05/01/2023

	Rates	Fringes
PLUMBER.....	\$ 64.73	37.21

 * TEAM0107-002 05/01/2023

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 36.14	21.555+a+b
GROUP 2.....	\$ 36.24	21.555+a+b
GROUP 3.....	\$ 36.49	21.555+a+b

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Stake body truck (single axle, dumpster)

GROUP 2 - Dump trucks, tandem and batch trucks,



semi-trailers, agitator mixer trucks, and dumpcrete type vehicles, asphalt distributors, farm tractor when used for transportation, stake body truck (tandem)

GROUP 3 - Euclid type, off-highway equipment or belly dump trucks and double hitched equipment, staddle (ross) carrier
** Low bed trailers shall be paid \$0.50 higher than the hourly rate for GROUP 2

FOOTNOTE:

A. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, Thanksgiving Day and five personal holidays provided employee works at least one day in the three work days before and at least one day in the three work days after the said holiday. Employee earns a personal holiday every two months, provided employee has worked twenty-six day in each consecutive two month period, up to a maximum of five per calendar year. After 130 work days the employee is entitled to all five personal holidays.

B. PAID VACATION: Employee will earn one vacation day for every two months, provided employee has worked twenty-six day in each consecutive two month period, up to a maximum of five vacation days per calendar year. After 130 workdays the employee is entitled to all five days of vacation. Employees with 5 years of seniority, earn an additional week of vacation, accrued in the same way.

c. Low bed trailers shall be paid \$0.50 higher than the hourly rate for GROUP 2

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

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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) (iii)).

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 DECISION"

C. PA20230006: Eastern Pennsylvania

"General Decision Number: PA20240006 02/16/2024

Superseded General Decision Number: PA20230006

State: Pennsylvania

Construction Types: Heavy and Highway

Counties: Adams, Berks, Bradford, Carbon, Columbia, Cumberland, Dauphin, Juniata, Lackawanna, Lancaster, Lebanon,



Lehigh, Luzerne, Lycoming, Monroe, Montour, Northampton, Northumberland, Perry, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming and York 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)(1).

<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>	<p> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 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 2024.</p>
<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>	<p> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 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 2024.</p>

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	01/05/2024
1	01/12/2024
2	02/16/2024

BOIL0013-003 01/01/2024

	Rates	Fringes
BOILERMAKER.....	\$ 52.10	35.38

 CARP0167-006 05/01/2022

BERKS, CARBON and LANCASTER

	Rates	Fringes
CARPENTER.....	\$ 36.02	29.96

 CARP0167-007 05/01/2023

LEHIGH and NORTHAMPTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.11	27.27

 CARP0219-007 05/01/2023

CARBON (Townships: East Penn, Lower Towamensing, Mahoning, Franklin, Towamensing, Penn Forest. Everything south of Route 903 and east to the Kidder Township Line. Boroughs: Hauto, Nesquehoning, Lansford, Summit Hill, Jim Thorpe, Weissport, Bownmanstown, Palmerton, Lehighton, and Parryville) , LEHIGH AND NORTHAMPTON COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 48.41	33.95

 CARP0274-005 05/01/2023

Adams, Bradford, Columbia, Cumberland, Dauphin, Juniata, Lackawanna, Lebanon, Luzerne, Lycoming, Monroe, Montour, Northumberland, Perry, Pike, Schuylkill, Snyder, Sullivan,



Susquehanna, Tioga, Union, Wayne, Wyoming and York

	Rates	Fringes
CARPENTER.....	\$ 35.32	19.09
PILEDRIVERMAN.....	\$ 35.32	19.09

 CARP0443-002 05/01/2021

ADAMS, BRADFORD, CARBON (Banks, Lausanne, Lehigh, Packer, Kidder Twps., and part of Penn Forest Township north of Route 903) COLUMBIA, CUMBERLAND, DAUPHIN, JUNIATA, LEBANON, LUZERNE (lower part of) MONROE, MONTOUR, NORTHUMBERLAND, PERRY, PIKE, SCHUYLKILL, SNYDER, SULLIVAN, SUSQUEHANNA, TIOGA, UNION, WAYNE, WYOMING, YORK (New Cumberland Army Depot and Harrisburg State Airport) COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 36.08	53.41%+.86

 CARP0443-010 05/01/2021

BERKS and LANCASTER COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 40.00	21.72

 CARP0474-005 05/01/2023

BERKS, CARBON, LANCASTER, LEHIGH and NORTHAMPTON COUNTIES

	Rates	Fringes
PILEDRIVERMAN.....	\$ 46.73	41.69

 ELEC0126-001 05/31/2021

ADAMS, BERKS, CUMBERLAND, DAUPHIN, JUNIATA, LANCASTER, LEBANON, LEHIGH, NORTHAMPTON, PERRY AND YORK 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

 ELEC1319-001 01/01/2024

BRADFORD, CARBON, COLUMBIA, LACKAWANNA, LUZERNE, LYCOMING,
 MONROE, MONTOUR, NORTHUMBERLAND, PIKE, SCHUYLKILL, SNYDER,
 SULLIVAN, SUSQUEHANNA, TIOGA, UNION, WAYNE, AND WYOMING COUNTIES

	Rates	Fringes
Line Construction:		
Equipment Operator.....	\$ 64.46	22.92
Groundmen.....	\$ 39.97	14.15
Linemen.....	\$ 64.46	28.42
Truck Driver.....	\$ 41.90	14.29

 * ENGI0542-004 05/01/2023

	Rates	Fringes
Power equipment operators: (HIGHWAY CONSTRUCTION AND WATER LINES CONSTRUCTION (OFF PLANT SITE))		
GROUP 1.....	\$ 40.25	28.55
GROUP 1a.....	\$ 42.50	29.23
GROUP 2.....	\$ 39.08	28.20
GROUP 3.....	\$ 38.39	27.99
GROUP 4.....	\$ 37.94	27.86
GROUP 5.....	\$ 37.42	27.72
GROUP 6.....	\$ 40.48	28.62
GROUP 6a.....	\$ 42.73	29.28

BOOM LENGTH PAY:

On all machines with booms, jibs, masts and leads 100 ft. and over, twenty five cents (\$0.25) per hour additional will be paid for each increment of 25 ft. over 100 ft. On machines with booms (including jibs, masts and leads, etc.), 200 ft. and over, two (2) Operating Engineers shall be required.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 - Pile drivers, all types of cranes, all types of backhoes, draglines, keystones, all types of shovels, derricks, trench shovels, trenching machines, paver (blacktop and concrete), gradalls, all front end loaders, tandem scrapers, pippin types backhoes, boat captains, batch plant with mixer, drill self contained (drill-master type), CMI Autograde, milling machine, vemeer saw, conveyor loader (euclid type) scraper and tournapulls,



bulldozers and tractors, concrete pumps, motor patrols, mechanic welders, log skidder, side boom, bobcat type (with attachments), boring machines including directional boring machines, chipper with boom, hydro ax, machines similar to the above including remote control equipment.

GROUP 1a: Crawler backhoes and Crawler gradalls over one cubic yard factory rating; Hydraulic backhoes over one cubic yard factory rating; All types of cranes 15 ton and over factory rating; Single person operation truck cranes 15 ton and over factory rating; Cherry picker type machinery and equipment 15 ton and over factory rating; Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 2 - Spreaders, asphalt plant engineers, rollers (high grade finishing), machine similar to above, including remote control equipment, and forklifts 20ft and over.

GROUP 3 - Welding machine, well points, compressors, pump heaters, farm tractors, form line graders, ditch witch type trencher, road finishing machines, concrete breaking machines, rollers, miscellaneous equipment operator, seaman pulverizing mixer, power broom, seeding spreader, tireman - (for power equipment) conveyors, loaders other than EUC type, conveyors, driller second class, machines similar to the above including remote control equipment, and forklift under 20 ft.

GROUP 4 - Fireman and grease truck

GROUP 5 - Oilers and deck hands

GROUP 6 - All machines with booms (including jibs, masts, leads, etc.) 100 ft. and over.

GROUP 6a: All machines with Booms (including Jibs, Masts, Leads, etc.) 100 feet 15 ton and over factory rating; Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

TOXIC/HAZZARDOUS WAST REMOVAL

Add 20 per cent to basic hourly rate for all classifications

* ENGI0542-022 05/01/2023

Rates

Fringes



Power equipment operators:

(HEAVY CONSTRUCTION:)

GROUP 1.....	\$ 41.14	28.82+A
GROUP 1a.....	\$ 43.39	29.48+A
GROUP 2.....	\$ 40.86	28.73+A
GROUP 2a.....	\$ 43.11	29.40+A
GROUP 3.....	\$ 37.95	27.86+A
GROUP 4.....	\$ 36.80	27.54+A
GROUP 5.....	\$ 36.35	27.41+A
GROUP 6.....	\$ 35.48	27.14+A

HEAVY CONSTRUCTION:

FOOTNOTE:

A: PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, provided the employee works the day before and the day after the holiday.

BOOM LENGTH PAY:

On all machines with booms, jibs, masts and leads 100 ft. from ground up, fifty (\$0.50) per hour additional will be paid for each increment of 25 ft. over 100 ft. On cranes with booms (including jibs, masts and leads, etc.) 200 ft. and over, two (2) operators shall be required, no Oilers will be required, with seventy five (\$0.75) in increments of 25 ft.

TOXIC/HAZARDOUS WASTE REMOVAL

Add 20 per cent to basic hourly rate for all classifications

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Machines doing hook work, any machine handling machinery, cable spinning machines, helicopters, machines similar to the above, including remote control equipment, all types of cranes, cableways, and draglines.

GROUP 1a: Machines doing hook work; Machines handling machinery; All types of cranes 15 ton and over factory rating; Cable ways; Draglines 15 ton and over factory rating; High Rail/Burro Crane 15 ton and over factory rating; Rail Loader (Winch Boom Type) 15 ton and over factory rating; Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 2: Backhoes, keystones, shovels, derricks, trench shovels, trenching machines, hoist with two towers, pavers 21E and over, overhead cranes, building hoists (double



drum) gradalls, mucking machines in tunnels, front end loaders, tandem scrapers, pippin type backhoes, boat captains, batch plant operators concrete drills, self-contained rotary drills, fork lifts, 20ft, lift and over, scrapers, tournapulls, spreaders, bulldozers and tractors, rollers (high grade finishing), mechanic-welder, motor patrols, concrete pumps, grease truck, bob cat type (all attachments), boring machines including directional boring machines, hydro ax, side boom, vermeer saw, chipper with boom, machines similar to the above including remote control equipment

GROUP 2a: Crawler backhoes and crawler gradalls over one cubic yard factory rating; Hydraulic backhoes over one cubic yard factory rating; Equipment 15 ton and over factory rating; Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 3: Conveyors, building hoist (single drum), high or low pressure boilers, drill operators, well drillers, asphalt plant engineers, ditch witch type trencher, second class driller, forklift truck under 20ft. lift, stump grinder, tireman (for power equipment), machines similar to above including remote control equipment.

GROUP 4: Welding machines, well points, compressors, pumps, heaters, farm tractors, form line graders, road finishing machines, concrete breaking machines, rollers, seaman pulverzing mixer, power boom, seeding spreader, chipper without boom, machines similar to the above including remote control equipment.

GROUP 5: Fireman.

GROUP 6: Oilers and deck hands (personnel boats).

IRON0404-006 07/01/2023

ADAMS, BERKS, CUMBERLAND, DAUPHIN, JUANITA, LANCASTER, LEBANON, LEHIGH, LYCOMING, MONTOUR, NORTHAMPTON, NORTHUMBERLAND, PERRY, SCHUYLKILL, SNYDER, UNION and YORK COUNTIES

	Rates	Fringes
Ironworkers:.....	\$ 36.26	31.38

IRON0404-017 07/01/2023

BRADFORD, CARBON, COLUMBIA, LACKAWANNA, LUZERNE, MONROE, PIKE,



SULLIVAN, TIOGA, SUSQUEHANNA, WAYNE and WYOMING COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.26	31.38

LABO0158-001 05/01/2023		

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 24.81	18.99
GROUP 2.....	\$ 31.43	18.99
GROUP 3.....	\$ 28.42	18.99
GROUP 4.....	\$ 28.77	18.99
GROUP 5.....	\$ 29.44	18.99
GROUP 6.....	\$ 28.86	18.99
GROUP 7.....	\$ 29.15	18.99
GROUP 8.....	\$ 29.63	18.99

LABORERS CLASSIFICATIONS

GROUP 1: Flag person

GROUP 2: Hazardous/Toxic/Asbestos Waste Handler, Lead Paint Handler

GROUP 3: Asphalt tamper, concrete pitman, puddlers, highway guide rail right of way and property fence slab reinforcement placers, Laborers, landscaper, seeders, planters, magazine tenders, laser beam men for pipe laying and paving machines,, railroad trackman, signalman, asphalt rakers, lute or screed man, pneumatic and electric tool operators, jackmammers, paving breakers, concrete saws, whacker vibrator, chainsaw, highway concrete block layers, sheet hammer, pipe layers, Walk Behind Rollers, Walk Behind Trencher

GROUP 4: Caisson-open air below 8 feet, cofferdam open air below 8 feet where excavations for circular caissons and cofferdams 8 ft and below level of natural grade adjacent to starting point, form setters (road) wagon drill diamond point drill, gunite nozzle operators, walk behind rollers and concrete rubbers, blaster.

GROUP 5: Form Setter, Reinforced Steel Placer, Bonding Aligning and Securing and Burning and welding in Conjunction wth Rebar, and Concrete Surfacers.

FREE AIR TUNNELS AND ROCK SHAFTS



GROUP 6: Outside labers in conjunction with tunnels and rock shafts

GROUP 7: Chuck tenders, muckers, nippers, miners, inside laborers

GROUP 8: Miners, drillers, blasters, pneumatic shield operators, lining, spotting and timber workmen, rebar steel placer, bonding and securing, welders, and concrete surfacers

PAIN0021-026 05/01/2021

ADAMS, CUMBERLAND, DAUPHIN, LANCASTER, PERRY, AND YORK COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 33.72	16.30
Brush.....	\$ 25.84	16.30
Spray, Sandblast.....	\$ 27.97	16.30

PAIN0057-021 06/01/2023

JUNIATA COUNTY

	Rates	Fringes
Painters:		
Bridge, Towers.....	\$ 38.33	23.72
Commercial Brush & Roller...	\$ 30.56	23.72
Industrial Brush & Roller...	\$ 36.01	23.72
Spray.....	\$ 30.56	23.72

PAIN1021-001 05/01/2012

BERKS, CARBON, LEBANON, LEHIGH, NORTHAMPTON, AND MONROE COUNTIES

	Rates	Fringes
Painters:		
Bridge; Brush, Roller.....	\$ 30.85	14.80
Bridge; Spray.....	\$ 31.85	14.80
Brush and Roller.....	\$ 26.55	14.80
Spray and Sandblast.....	\$ 27.55	14.80

PAIN1021-002 05/01/2009

BRADFORD, COLUMBIA, LACKWANNA, LUZERNE, LYCOMING, MONTOUR, NORTHUMBERLAND, PIKE, SCHUYLKILL, SNYDER, SULLIVAN, SUSQUEHANNA, TIOGA, UNION, WAYNE, WYOMING COUNTIES



	Rates	Fringes
Painters:		
Bridge; Brush, Roller.....	\$ 25.60	12.05
Bridge; Spray.....	\$ 26.60	12.05
Brush and roller.....	\$ 22.75	12.05
Spray, Sandblast.....	\$ 23.75	12.05

 PLAS0592-004 06/01/2023

MONROE COUNTY; (EXCEPT TOBYHANNA DEPOT)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 37.13	14.30

 PLAS0592-005 06/01/2023

COLUMBIA COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 37.13	14.30

 PLAS0592-017 05/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER BERKS (Northeastern part lying North of a line starting from the Southern boundary line of Lehigh County continuing through Huffs Church, Fredericksville, Dryville, Lyon Station, Kutztown, Krumsville, and Stoney Run in Berks County to the Lehigh County line), CARBON, LEHIGH, NORTHAMPTON (Northwest part including the towns of Walnutport, Bath, and Northampton) COUNTIES.....	\$ 35.18	24.25

 PLAS0592-018 05/01/2023

Rates	Fringes
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Cement Mason/Concrete Finisher Adams, Lancaster and York Counties.....	\$ 34.05	21.25
PLASTERER Adams, Berks (Portions of), Lancaster, and Lebanon Counties.....	\$ 31.33	20.75

PLAS9592-002 06/01/2023

MONROE COUNTY (TOBYHANNA ARMY DEPOT)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 37.13	14.30

TEAM0229-003 05/01/2021

	Rates	Fringes
TRUCK DRIVER (ADAMS, BERKS, CARBON, COLUMBIA, CUMBERLAND, DAUPHIN, JUNIATA, LACKAWANA, LANCASTER, LEBANON, LEHIGH, LUZERNE, LYCOMING, MONROE, MONTOUR, NORTHAMPTON, NORTHUMBERLAND, PERRY, PIKE, SCHUYKILL, SNYDER, SULLIVAN, SUSQUEHANNA, UNION, WAYNE, WYOMING, AND YORK COUNTIES)		
GROUP 1.....	\$ 37.72	0.00
GROUP 2.....	\$ 37.79	0.00
GROUP 3.....	\$ 38.28	0.00
Truck drivers: (BRADFORD AND TIOGA COUNTIES)		
GROUP 1.....	\$ 22.66	13.46
GROUP 2.....	\$ 22.73	13.46
GROUP 3.....	\$ 23.22	13.46

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Flat Bed Truck (Single-Axle), Dump Trucks (Under 10 Yds Single Axle), Stake Body Trck (Single Axle), Dumpster (Single Axle)

GROUP 2: Dump Truck (Over 10 Yds), Asphalt Distributors, Transit Mix (Under 5 Yds), Transit Mix (Over 5 Yds.), Flat or Stake Body (Tandem), Fuel Truck A-Frame/Winch Trucks, Dry Batch Truck, Truck Mounted Sweeper and Vac Trucks, Buses, Dumpster (Tandem)

GROUP 3: Euclid-Type, Off Highway Equipment-Back or Double



Bottom Dump Trucks (Over 20 Tons), Straddle Trucks, Pusher, Articulate Dumped Trucks, Low Boy Trailers, Semi Trailers

Water Tank, Sprinkler Trucks, Winch Trucks and Fuel Trucks shall be governed by the appropriate classification as listed above.

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

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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) (iii)).

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 DECISION"



Appendix XII – Round 1B National Electric Vehicle Infrastructure Program Agreement - Draft

COUNTY _____ AGREEMENT NO. _____
 MUNICIPALITY _____ FID NO. _____
 DISTRICT ORG CODE _____ SAP VENDOR NO. _____

NATIONAL ELECTRIC VEHICLE INFRASTRUCTURE FORMULA PROGRAM AGREEMENT

This National Electric Vehicle Infrastructure Formula Program Agreement is between the Commonwealth of Pennsylvania, acting through the Department of Transportation,

a n d

_____, ("Contractor").

The Bipartisan Infrastructure Law, enacted as the Infrastructure Investment and Jobs Act (Pub. L. 117-58), on November 15, 2021, established the federal NEVI Formula Program. Under this program, the federal government provides funding to states to strategically deploy electric vehicle charging infrastructure and to establish an interconnected network to facilitate data collection, access, and reliability. The statute requires the Commonwealth to submit an EV Infrastructure Deployment Plan on an annual basis that describes how it intends to use its apportioned NEVI Formula Program funds.

Initially, NEVI funding will be directed to designated alternative fuel corridors for build-out of a national EV charging network, particularly along the Interstate Highway System to support long distance travel. When the national network reaches full build- out, states may then use NEVI funding on any public road or in other publicly accessible locations.

The FHWA approved the Commonwealth’s annual plan in September 2022 along with the annual updated plan in October 2023. These approvals released the federal fiscal years (FFY) FFY22, FFY23, and FFY24 NEVI Formula Program funds to the Pennsylvania Department of Transportation. As part of the Pennsylvania State Plan for Electric Vehicle



Infrastructure Deployment, the Commonwealth established a program through which Contractors may seek funding for eligible EV charging infrastructure projects.

The Contractor submitted a proposal for NEVI funding and the Commonwealth selected the Contractor's Project for NEVI funding.

The parties, intending to be legally bound, agree as follows.

1. **DEFINITIONS.** The following terms are defined as follows:

"CCS" means a standard connector interface that allows direct current EVSE to connect to, communicate with, and charge EVs.

"CHAdeMO" means a fast-charging system for EVs developed by the CHAdeMO Association.

"Charging Port" means the system within an EVSE that provides power to charge one EV through one connector at a time, whether or not the EVSE has multiple connectors.

"Charging Station" means the area in the immediate vicinity of a group of EVSE and includes the EVSE, supporting equipment, parking areas adjacent to the EVSE, and lanes for vehicle ingress and egress.

"Commonwealth" means the Commonwealth of Pennsylvania.

"Contract Information" means recorded information regardless of form or characteristic first produced in the performance of this Agreement, that is specified to be compiled under this Agreement, specified to be delivered under this Agreement, or that is delivered in connection with this Agreement, and includes any deliverable delivered by PennDOT.

"Contractor" means [Contractor's name here]

"Effective Date" means the date that this agreement is fully executed



by the Contractor and PennDOT and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature.

“**EV**” means a motor vehicle that is either partially or fully powered on electric power received from an external power source. For the purposes of this regulation, this definition does not include golf carts, electric bicycles, or other micromobility devices.

“**EVSE**” means devices with one or more Charging Ports and connectors for charging EVs.

“**Federal Rule**” means 23 CFR Part 680, which sets minimum standards and requirements for projects funded under the NEVI Formula Program and projects for the construction of publicly accessible Charging Stations, including that Charging Station projects funded with federal funds are treated as projects on a Federal-aid highway.

“**FHWA**” means the U.S. Department of Transportation, Federal Highway Administration.

“**NEPA**” means National Environmental Policy Act.

“**NEVI**” means National Electric Vehicle Infrastructure.

“**NEVI Funding Opportunity**” means the PennDOT NEVI Funding Opportunity, which includes all documents, whether attached or incorporated by reference, used by PennDOT in its solicitation for proposals.

“**Notice of Acceptance**” means a written notification sent by PennDOT to the Contractor advising of PennDOT’s acceptance of the installed EVSE. The operations and maintenance period will start on the date



identified in the Notice of Acceptance.

“Notice to Proceed” means written authorization to the Contractor to proceed with the work in this Agreement.

“PennDOT” means the Commonwealth of Pennsylvania, Department of Transportation.

“Period of Performance” means the length of time during which a Contractor is obligated to provide operations and maintenance services for the Charging Station.

“Project” means the Charging Station installation and operations activities described in the Contractor’s proposal for NEVI funding.

“Proprietary Information” means recorded information regardless of form or characteristic, produced or developed outside the scope of this Agreement and without PennDOT financial support, provided that such information is not generally known or available from other sources without obligation concerning their confidentiality; has not been made available by the owner to others without obligation concerning its confidentiality; and is not already available to PennDOT without obligation concerning its confidentiality. Under no circumstances shall any information included in any deliverable delivered by the Contractor be considered Proprietary Information.

“Site Host” means the owner of the physical location where the EVSE is installed, which may or may not be a Contractor.

“Uptime” means the time during which the EVSE is functioning or able to function.

2. NEVI FUNDING AWARD

- a. **NEVI Funding Amount.** Subject to the terms and conditions of this



agreement, PennDOT awards \$. in NEVI funding to the Contractor for the completion of the Project approved by PennDOT and described in Exhibit A. The Contractor may not make any substantial changes to the scope of the Project or substitute projects without obtaining the prior written approval of PennDOT.

- b. **Expenditure of NEVI Funds.** The Contractor shall expend the NEVI funds solely on the Project and strictly in accordance with the spending plan and budget approved by PennDOT.

3. FINAL SITE DESIGN

- a. **Site Design.** The Contractor shall complete its final site design for PennDOT review and approval and submit its final site design to PennDOT along with its fully executed site host agreement not more than 12 months after the Effective Date, if applicable and if not already submitted, unless PennDOT has granted an extension in writing. The Contractor shall ensure that its final site design complies with mitigation commitments identified in the NEPA process.
- b. **Notice to Proceed.** PennDOT shall issue a Notice to Proceed upon completion of the following conditions:
 - i. **Complete Design.** PennDOT's approval of the Contractor's final site design complying with Section 3a.
 - ii. **Complete Site Host Agreement.** PennDOT's approval of a fully executed copy of the Contractor's Site Host Agreement, if applicable.
- c. **Change Orders.** The Contractor shall submit any changes to the final site design to PennDOT for approval before the applicable work is begun. If any changes to the final site design require a reevaluation of



the NEPA document, the Contractor is solely responsible for the associated expense. Project activities that do not conform with the approved final design may not be eligible for reimbursement.

d. **Project Stages.** The Project will progress through the following stages:

- i. **Installation Period.** The installation period will commence on the date indicated in the Notice to Proceed and will continue until PennDOT completes its inspection and issues a Notice of Acceptance to the Contractor. During this period, the Contractor shall install the EVSE and submit all required deliverables to PennDOT in accordance with the terms of this agreement. All Project installation work completed during this period, including all work performed after the Effective Date, will be subject to final inspection by PennDOT or its representative.
- ii. **Period of Performance.** The period of performance will commence on the date of the Notice of Acceptance and will continue for 60 months. During this period, the Contractor shall operate the Charging Station and complete and submit the required quarterly and annual reports to PennDOT.
- iii. **Project Close-Out.** The Project close-out will commence upon PennDOT's acceptance of the Contractor's final quarterly and annual report. During this stage, PennDOT shall disburse the remaining retainage in accordance with Section 4.b.ii.A and the Project will be closed out in accordance with Section 4 of this agreement.

4. COMPLETION OF WORK AND PROJECT CLOSEOUT

- a. **Completion of Installation Work.** The Contractor shall complete the Project installation work no later than two years from the Effective



Date. If the Contractor requires additional time to complete the Project installation work, the Contractor shall submit a written request to PennDOT, which PennDOT shall approve or deny in writing.

b. **Project Installation Work Closeout.** The Project installation work must be closed out in accordance with the following requirements and procedures:

i. **Installation Period.**

A. **Final Inspection.** The Contractor shall schedule a final inspection when its Project installation work is substantially complete. Substantial completion is the date when at least 90 percent (90%) of the installation work has been completed and the Charging Station can be used, occupied, or operated for its intended use. The Contractor (Company Official and Superintendent) and PennDOT (Inspector-in-Charge and Strategic Development and Implementation Office Official or designee) shall attend the final inspection.

B. **Inspection Form.** The Contractor shall complete PennDOT [Form CS-4137, Final Inspection Form](#), to document the final inspection and to track the progress made toward Project acceptance following the final inspection.

C. **Punchlist.** During the final inspection, PennDOT's Inspector-in-Charge, along with the Contractor, shall establish the list of physical work items requiring completion or correction, and a list of all certificates or documents requiring submission, completion, or



correction. PennDOT [Form CS-4136](#), *Punchlist Form*, must be used for this purpose. PennDOT's Inspector-in-Charge shall provide the Contractor with a copy of the completed *Punchlist Form* immediately following the final inspection. Before leaving the Project site following the final inspection, PennDOT's Inspector-in-Charge shall sign off on the *Final Inspection Form* to indicate concurrence with the issues that were discussed, and the punch list items noted.

- D. **Completion.** When all physical work has been satisfactorily completed, and all contractually required certificates and documents have been furnished, PennDOT's Inspector-in-Charge shall submit a copy of the completed *Final Inspection Form* with the applicable dates and signatures to the Contractor with a copy of the *Punchlist Form*, as described in subsection C.
- E. **Acceptance Certification.** When all physical work has been satisfactorily completed and the final document review indicates that all contractually required certificates and documents have been properly furnished in accordance with the requirements of this agreement and the final inspection, PennDOT shall issue a Notice of Acceptance to the Contractor. Prior to issuing Notice of Acceptance PennDOT shall confirm that the Contractor complies with price reasonableness per 23 CFR 636.302.
- F. **Finalization Procedures.** The installation period will be closed out as of the date that each of the following



processes is complete:

- the Acceptance Certificate is issued by PennDOT, and
- the Final Invoice for Installation (i.e., final amount due as reimbursable installation costs) is submitted to PennDOT.

G. Closeout Time Period. The Contractor shall close out the Project installation work within three months of the date of submission of the Acceptance Certification. If the Contractor fails to submit its Final Invoice for Installation within this period, it may forfeit all remaining federal financial participation in the Project. The Contractor shall make every effort to meet the timeframes established in this section. The Contractor Project Manager, PennDOT's Inspector-in-Charge, and subordinate inspection staff may not be discharged or reassigned until all required stage finalization procedures have been completed. If the above Project finalization timeframes are not met, the Contractor may be required to meet with PennDOT to address the non-compliance. In addition, the Contractor's receipt of federal funds for future Projects may be jeopardized.

ii. **Project Close Out.**

A. Final Settlement of Contract. Upon PennDOT's acceptance of the Contractor's final annual report, PennDOT shall initiate the process of disbursing the final one-fifth of the retainage to the Contractor. PennDOT



shall ensure that all charges related to the Project have been processed before disbursal of the retainage. PennDOT shall notify the Commonwealth's Office of Comptroller Operations by email that the project finalization package is complete. Upon receipt of this email, the Comptroller will initiate preparation of the final voucher.

B. Project Finalization Procedures. The Project will be considered closed out as of the date that each of the following processes is complete:

- The final quarterly and annual reports are accepted by PennDOT, and
- a Final Settlement Certificate is submitted to and accepted by the Contractor.

C. Effect of Project Closeout. The Period of Performance will end when the Final Settlement Certificate is accepted by the Contractor. After acceptance, PennDOT will no longer monitor the Project and the Contractor shall have no further reporting responsibilities to PennDOT.

D. Survival. The Contractor's records retention and compliance with audits obligations are ongoing and will survive final settlement, along with any other section that might survive based on express language or by implication.

5. **ORDER OF PRECEDENCE.** If there is ambiguity or inconsistency between any components of this agreement, the order of precedence, from highest to lowest, is as follows:



- i. All applicable Federal Laws and Regulations including, but not limited to, 49 CFR Part 24, 23 CFR, and 2 CFR 200.
- ii. This agreement
- iii. Exhibits B-G to this agreement
- iv. Exhibit A to this agreement, including all appendices, attachments, plans, drawings, and any other items attached to or made part of it.

6. PROJECT COST ESTIMATE

- a. **Maximum Amount of Reimbursement.** The maximum amount of reimbursement to the Contractor is \$ _____, or _____ % of the actual eligible Project cost, whichever is less. The Contractor is responsible for all Project costs exceeding the NEVI funding amount set forth in section 2(a) of this agreement.
- b. **Source of Matching Funds.** The Contractor shall match the NEVI funding awarded with funding from eligible non-federal sources.
- c. **Eligible Costs.**
 - i. **Costs Must be Directly Related.** PennDOT will only pay for costs that are directly related to charging of EVs, which means items must be a necessary component in the Charging Station, be a necessary component to connect the Charging Station to the electricity source (or to supply power from the electricity source), provide eligible signage to direct EVs to the Charging Station, or provide information to EV users about use of the Charging Station.
 - ii. **Invoices and Reimbursement for Costs Incurred Before Notice to Proceed.** The Contractor may incur costs, excluding



construction costs on and after the Effective Date of this agreement. The Contractor may not submit invoices for the reimbursement of those costs until the Contractor has received a Notice to Proceed from PennDOT. PennDOT will not reimburse the Contractor for any costs it incurred before the Effective Date of this agreement, or for any construction costs incurred by the Contractor before Notice to Proceed.

- iii. **Eligible Costs.** Eligible costs may include the following:
- A. Costs for pre-construction work, including environmental documents and studies, preliminary engineering, and related work directly related to the Charging Station.
 - B. Construction costs (as defined under 23 U.S.C. 101(a)(4)), including site restoration after installation, directly related to the Charging Station.
 - C. Costs for planning, permitting, acquiring, and installing on-site distributed energy resource equipment (e.g., solar arrays and stationary batteries).
 - D. Costs to acquire and install on-site electric service equipment (e.g., power meter, transformer, and switch gear), including shipping fees and applicable taxes.
 - E. Costs of minor grid updates consisting of work necessary to connect a Charging Station to the electric grid distribution network. (e.g., extending power lines or upgrading existing power lines).
 - F. Costs to install signage at the Project site that is



compliant with the Manual on Uniform Traffic Control Devices and 23 CFR part 750.

- G. Costs for electric vehicle workforce development activities related to the Project.
- H. Costs to procure and install, repair, upgrade, or replace existing EVSE to meet NEVI minimum standards and requirements.
- I. Costs to procure and setup EVSE related hardware and software.
- J. Costs to upgrade existing Charging Stations to meet Americans with Disabilities Act requirements.
- K. Fixed operating and maintenance costs incurred up to five years after the Charging Station is commissioned including:
 - EVSE lease fees if the Contractor chooses to lease charging equipment rather than to purchase it. Lease costs are only eligible if the Contractor paid them in advance through a contract.
 - Cellular network fees, internet service fees, or similar fees.
- L. Hardware and software maintenance and repair costs, including maintenance and repair costs incurred by the Contractor pursuant to service agreements with third-party contractors, manufacturers, or warrantors. Service agreements must be fixed price and paid up-front in



advance of the Period of Performance. Annual renewals of services agreements are not eligible maintenance and software maintenance and repair costs.

- M. Costs for EVSE data sharing, including costs related to the specific data sharing requirements of the NEVI program.
 - N. Costs for construction project management directly related to the Charging Station.
 - O. Costs for additional permanently attached non-proprietary charging connectors, excluding the CHAdeMO connector, so long as each Charging Port has a CCS connector.
- d. **Ineligible Costs.** Ineligible costs include the following:
- i. Costs incurred prior to the Effective Date.
 - ii. Costs not directly related to charging of EVs.
 - iii. Costs for the purchase or rental of real estate.
 - iv. Costs for construction or general maintenance of building and parking facilities that are not directly related to charging of EVs.
 - v. Administrative costs incurred by the Contractor.
 - vi. Project equipment costs associated solely with installing direct current EVSE beyond the four required Charging Ports with CCS connectors, including:
 - A. Power cabinets and other support equipment that do not also support one or more of the four required Charging Ports. For example, a power cabinet that solely supports



Charging Port numbers 5 and 6 would not be an eligible cost.

- B. Site-level costs and equipment that supports the entire Project may be eligible costs, so long as they are otherwise considered eligible costs. For example, a transformer that supports more than four Charging Ports at the site would be an eligible cost, without any need for proration.
 - C. Costs for trenching, asphalt work, etc., for the entire Project would be eligible costs because they are not considered equipment costs.
- vii. Variable operating and maintenance costs, including costs for electricity, insurance, and other recurrent business costs such as staffing.
 - viii. Costs of major grid upgrades (longer line extension or upgrades, improvements to offsite power generation, bulk power transmission, or substations).
 - ix. Fixed Operations or Maintenance costs incurred outside of an up-front contract at or near time of station commissioning. Operation and maintenance costs for equipment beyond the four required CCS plugs are not eligible costs.
 - x. Any Project costs covered by the utility, including utility service upgrade costs.
 - xi. Costs for any CHAdeMO connectors, proprietary connectors, and any charging plug type adapters.
 - xii. Costs for studies or research projects.



7. TERM OF AGREEMENT AND AUTHORIZATIONS

- a. **Term of Agreement.** The term of this Agreement commences on the Effective Date and will remain in effect until acceptance of the Final Settlement Certificate per the completion of work and project closeout sections, and subject to the audits and recordkeeping section of this agreement.
- b. **Authorizations.** The authorizations granted in this agreement are effective only after the Effective Date. The authorizations are contingent upon written approval of the FHWA, if necessary.

8. STANDARDS, METHODS, TECHNIQUES, DESIGNS, AND SPECIAL CONDITIONS

- a. **Permitting and Third-Party Agreements.** PennDOT shall obtain environmental clearances for the site work related to Charging Station installation as required by NEPA. The Contractor shall be responsible for all permitting responsibilities and third-party agreements for the site. The Contractor shall be responsible for obtaining any amendments to the NEPA clearances obtained by PennDOT.
- b. **Design and Construction Review.** The design and construction of an approved Project are subject to PennDOT's review and approval, including costs, materials, plans, specifications, design, and operational details. PennDOT reserves the right to specify or make determination as to the standards, methods, techniques, design, and dimensional criteria acceptable in Projects funded by this Agreement. The Contractor's failure to meet special conditions, performance criteria, or specifications, including NEPA mitigation commitments, may result in the withdrawal of the NEVI funding, disqualification from future consideration for funding, or declaration of the Contractor to be in



default of the terms of this agreement.

- c. **Insurance.** The Contractor shall procure and maintain insurance on all Project property (including EVSE) against fire, destruction, or other similar risks, in sufficient amounts to adequately protect the current value of PennDOT's investment in the Project property. If the Project property is wholly or partially destroyed by fire or other casualty covered by insurance, the Contractor shall cooperate by taking or causing to be taken all action necessary to enable recovery upon the insurance. The Contractor shall apply all proceeds of any insurance to rebuild any Project property partially destroyed, or to replace any Project property wholly destroyed, if rebuilding or replacement is feasible. Insurance or substitute self-insurance will be in a form acceptable to PennDOT.
- d. **Disclosure of Proposal Scores.** PennDOT shall not disclose the evaluation scores or proposal rank of the Contractor, except as required by law.

9. EQUIPMENT REQUIREMENTS

- a. **Equipment Ownership.** Upon completion of construction and installation and Notice of Acceptance by PennDOT of fully operational EVSE (including power, data service, and price reasonableness), the Contractor shall own or lease the EVSE equipment.
- b. **Five-Year Operations and Maintenance Obligation.** The Contractor shall ensure the operations and maintenance of the EVSE at the site for a period of at least five years from the date identified on the Notice of Acceptance letter. EVSE at the Charging Station must be fully operational and available for public charging for greater than 97% of the time on average, annually, during the Period of Performance as



required in the Federal Rule. Compliance with the greater than 97 percent Uptime requirement throughout the Period of Performance is essential, and Contractors may satisfy this requirement one of three ways:

- i. **Option 1—Full-Coverage Service Contract.** The Contractor shall comply with a five-year maintenance and operation plan and a five-year networking plan. The Contractor shall have a five-year service contract providing 100 percent coverage of labor, parts, and materials as well as emergency maintenance service. This contract shall include comprehensive preventive maintenance for the covered equipment and systems and repair and replacement coverage (sometimes called a “breakdown” insurance policy) for the covered equipment.
- ii. **Option 2—In-House Operations and Maintenance.** PennDOT will not fund in-house operation and maintenance programs with NEVI program funds and thus Contractors will have to use other funding sources. In-house operation and maintenance programs will comply with the Contractor’s Operations and Maintenance Plan (See Exhibit C for a complete list of deliverables). If the Contractor is not providing comprehensive preventive maintenance or system repair or replacement, PennDOT shall have the right to enter the property to inspect. Refer to Section 20 for more information on Uptime requirements.
- iii. **Option 3 – Alternative Operations and Maintenance Approach.** The Contractor may propose an alternative operations and maintenance approach to ensure compliance with the Uptime requirements during the Period of



Performance. If the Contractor procures a service contract that is not full service, the Contractor shall explain how it will fully service the EVSE. PennDOT shall review the proposed alternative operations and maintenance approach and may approve or deny it, at PennDOT's discretion. PennDOT shall not fund in-house operations or maintenance expenses, even if approved as part of an alternative operations and maintenance approach.

- c. **Transfer After or During the Performance Period.** If the Contractor decides to retain and operate the equipment following the Period of Performance, the Contractor shall be responsible for management of, receipt, and disbursement of fees charged. If the Contractor is unable to fulfill the five-year obligation, the Contractor shall either work with PennDOT to assign a new operator at the site or pay back Project funds prorated for the portion of the remaining five years.
- d. **Emergency Incident Reporting Requirement.** During the Period of Performance, PennDOT must be notified within 24 hours after the Contractor becomes aware of any of the following critical events by emailing ra-pdevcorridors@pa.gov:
 - i. One or more Charging Ports are inoperable for more than 24 hours.
 - ii. All publicly available Charging Ports at the site are inoperable for more than 15 minutes.
 - iii. One or more pieces of equipment essential to the operation of one or more Charging Ports experience a system failure, or
 - iv. Other incidents related to charging electric vehicles such as:



- A. Damage to an electric vehicle as a result of connecting to or receiving electricity from the Charging Station,
 - B. Any other safety related incident, such as a critical event or fire, at or near the Charging Station, or
 - C. Any time emergency responder personnel are dispatched to the Charging Station, regardless of whether the Charging Station is related to the cause for emergency dispatch.
- e. **Customer Service.** Contractors shall ensure that customer service is provided and available 24 hours per day, 7 days a week. Customer service shall provide support and responses to inquiries and comments from EVSE users who are using or attempting to use the EVSE. The Contractor shall submit a plan detailing how this reporting service will be provided so it is accessible by all users. Quarterly reports by Contractors should include key performance indicators for monitoring and to ensure quality performance (e.g., number of calls, length of calls, customer problem areas, a log of all customer service activities, etc.) related to PennDOT NEVI funded sites.
- f. **Charging Station Specifications.** The Charging Station shall meet the following requirements, in addition to requirements in the Federal Rule:
- i. EVSE shall have a minimum ability to continuously charge two vehicles at 300 kW power each when only two vehicles are charging.
 - ii. Contractors shall ensure there is a separate and distinct utility-grade meter for the EVSE system.



- iii. EVSE purchased after a final version of NIST Handbook 44 – Electric Vehicle Fueling Systems is published shall conform to the handbook.
- iv. In case of emergency, EVSE must have the ability to stop the flow of power away from the EVSE through a remote disconnect or breaker shunt device. EVSE must have over-current protection rated for application.
- v. EVSE must be equipped with design to shut off the flow of electric power to reduce the risk of electric shock in case of a ground or other fault such as a Charge Circuit Interrupting Device (CCID) or Ground Fault Circuit Interrupter (GFCI). See Underwriters Lab 2231 for reference.
- vi. EVSE and any external accessories (if applicable) must have an outdoor-rated enclosure of NEMA 3R or greater.
- vii. PennDOT may provide a reasonably sized visual identifier (e.g., a sticker) to be placed on the equipment that received NEVI funding from PennDOT. If provided, the Contractor shall affix and maintain the identifiers as PennDOT directs. Contractors may request PennDOT's approval to use additional or different PennDOT branding.
- g. **Proposed Modifications to System Specifications.** This Agreement includes EVSE Specifications that are compliant with the NEVI Formula program. The Contractor may only use EVSE that deviate from the minimum requirements if PennDOT approves the modifications in writing. If the minimum requirement is established by federal law or regulation, FHWA approval is also required.
- h. **Project Revenue and Pricing for EV Charging.**



- i. **Project Revenue.** As per 23 CFR § 680.106, the Contractor may use revenue generated from the operation of the Charging Station for debt service, a reasonable return on investment, and costs for operation, maintenance, and site improvement. The Contractor shall include sufficient information in its Operations and Maintenance Plan for PennDOT to evaluate and confirm that Project revenue will be used in accordance with the Federal Rule. Any material decreases in costs or increases in revenues during the Period of Performance shall be reported to PennDOT for review and confirmation that the Project remains in compliance with the approved Operations and Maintenance Plan and the Federal Rule.

- ii. **End User Pricing for EV Charging.** In consideration of the financial assistance provided by the Commonwealth, the Contractor covenants that the price charged to end users for EV charging will be reasonable. If PennDOT has reason to believe that the Contractor is charging an unreasonable rate, PennDOT shall notify the Contractor. As soon as possible after notification, but in no case more than seven calendar days, the Contractor shall contact PennDOT to meet and discuss PennDOT's concerns. If PennDOT requests, the Contractor shall develop and implement a corrective action plan. Repeated non-compliance with the reasonable charging fee requirement may be considered an event of default. Notwithstanding anything to the contrary contained in the NEVI Funding Opportunity or the Agreement, if the Contractor is out of compliance with these terms, PennDOT may terminate the Agreement, and if the termination occurs within the Period of Performance, require



the Contractor to repay to PennDOT the amount of funding provided, prorated for the portion of the remaining five years.

10. PAYMENT PROCEDURES.

- a. **Reimbursement.** Subject to the terms of this agreement and in conformance with Federal and Commonwealth law, PennDOT shall reimburse the Contractor for up to the percentage of the total eligible costs identified in Section 2 from funds allocated and made available by the FHWA. The Contractor shall pay its consultants and contractors and then request reimbursement. The Contractor may make payment requests for work in progress, but not more than one request per month and not fewer than one request per quarter, for each quarter in which the Contractor incurs eligible expenses. The Contractor cannot request reimbursement for money it spent before the Effective Date of this Agreement, nor can the Contractor request reimbursement for anticipated future expenses, or for the fair market value of goods or services without an incurred expense.
- b. **Retainage.** PennDOT shall withhold ten percent of each payment as retainage. Throughout the course of the required five-year operations and maintenance period, PennDOT shall disburse one-fifth of retainage each year, upon: (1) submission and acceptance of the Contractor's annual report and quarterly reports for the previous year, and (2) PennDOT's determination that there are no actions required by a corrective action plan that remain unmet.
- c. **Project Team Changes.** PennDOT shall approve proposed additions, deletions, or changes to the Contractor's Project team, in writing. If PennDOT does not approve the proposed change, the Contractor shall not change the Project team. PennDOT shall review proposed team



member changes to ensure they neither change the scope of the Project nor materially affect the terms of Exhibit A to this agreement, upon which PennDOT has detrimentally relied in making this agreement. PennDOT will not authorize payment of invoices for unapproved team members.

- d. **Documentation.** The Contractor shall forward payment requests on the forms provided within the eGrants Public Portal Interface, or in another manner specified by PennDOT. A request shall include actual cost documentation consisting of approved invoices, certified payrolls, or other evidence of incurred costs and proof of payment, as applicable. The Contractor shall include proof of payment from the consultants, contractors, vendors, or suppliers acknowledging they were paid. Project documentation includes, among other things, documents necessary to ensure compliance with Federal law including, but not limited to, the Federal Rule and all laws described in Section 21.
- e. **Certification of Expenses.** The Contractor shall certify via affidavit that the expenses were incurred and were in accordance with the scope of work approved by PennDOT. The Contractor shall submit proof of payment verifying the expenditure of program proceeds before the final closeout of this Agreement. The Contractor may submit copies of canceled checks or bank statements if electronic payment occurred.
- f. **Contractor Funds.** The Contractor shall pay costs incurred in excess of those eligible for federal-aid participation including, but not limited to, costs relating to or resulting from changes to the approved plans or specifications, time delays, and extensions of time or termination of construction work, interest for late payments or for money borrowed to finance the Project (where the interest paid by the Contractor is not federally reimbursable), unforeseen right-of-way and other property



damages and costs resulting from the acquisition or condemnation of lands for the Project or for the construction of the improvements, unforeseen utility relocation costs, unforeseen costs for environmental litigation and reports, and all other unforeseen costs and expenses not included in the estimates of design, utility relocation, construction and right-of-way acquisition costs, but which are directly related to or caused by the planning, design or construction of the Project. The Contractor, by executing this Agreement, certifies: (a) that it has on hand, or will obtain over the life of the Project, funds to meet its obligations under the terms of this Agreement, and (b) that it, and not PennDOT, shall provide funds needed to pay costs incurred in excess of those costs eligible for federal-aid participation and shall bear excess costs. The Contractor may use any combination of funds from its own budget and outside sources, whether public or private. These funds cannot be part of the match required as part of eligible costs of the Project, unless approved by PennDOT pursuant to a Letter of Amendment.

- g. **Excess Costs.** PennDOT shall not reimburse any additional or extra work done or materials furnished unless PennDOT has first approved the additional or extra work or materials in writing. Work done or materials furnished without PennDOT's prior written approval shall be at the Contractor's own risk, cost, and expense. Approved changes to the estimated costs shall be by a letter of amendment, as provided in Section 19. The Contractor may modify the Project scope, with PennDOT's approval, if the costs exceed the available funds.
- h. **Final Invoices.** The Contractor shall submit its final invoices for reimbursement within 90 days after the end of the Installation Period, unless extended by PennDOT. If the Contractor fails to submit its final



invoices within this time, it may forfeit the remaining federal financial participation in the Project. PennDOT will not make any payments after completion of the closeout process in Section 4 of this Agreement.

11. AUDITS AND RECORDKEEPING

- a. **Audit Clause.** As specified by the Federal Office of Management and Budget, the Contractor shall satisfy the audit requirements contained in the Single Audit Act of 1984, as amended, 31 U.S.C. § 7501 et seq., and, for this purpose, to comply with the Audit Clause to be Used in Agreements with Subrecipients Receiving Federal Awards from the Commonwealth, attached as Exhibit B. As used in the Audit Clause, the term "Subrecipient" means the Contractor.
- b. **Project Records.** The Contractor shall keep records as PennDOT may prescribe, including records that facilitate an effective audit and fully disclose the amount and disposition by the Contractor of the proceeds, the total cost of the Project for which funding is given or used, and the amount and nature of the portion of the Project supplied by other sources.
- c. **Access to Records.** PennDOT shall have access to the Contractor's books, documents, papers, and records that relate to this Agreement for audit and examination, including progress audits during the Project. The Contractor shall include a clause in contracts related to the Project that allows PennDOT access to the Contractor's consultants and contractor's records for accounting and audit.
- d. **Project Accounting.** A Contractor shall establish and maintain an adequate accounting record that will allow PennDOT to determine the legitimacy of costs incurred. The Contractor shall maintain a Project account, either within the Contractor's existing accounting system or



independently, identified by the agreement number appearing at the top of the first page of this Agreement. The Contractor shall credit all funds to the Project account. The Contractor is solely responsible for any amounts spent that exceed the maximum or that are outside the time parameters.

- e. **Use of Funds.** The Contractor shall maintain effective control over and accountability for all funds, property, and other assets. The Contractor shall adequately safeguard assets and ensure that assets are used solely for authorized purposes.
- f. **Statistical Records.** The Contractor shall maintain statistical records (including statistical data of a fiscal nature) required by PennDOT to produce program narrative and statistical data at times prescribed by, and on forms furnished by, PennDOT. Statistical records must reflect:
 - i. Program benefits, such as job creation, EV adoption, improved access to EVSE, and benefits to underserved communities,
 - ii. Program success in installing and operating EVSE that is convenient, affordable, reliable, and equitable, and
 - iii. Program progress, in terms of the time required to construct new Charging Stations and the number of Charging Stations constructed.
- g. **Record Retention.** The Contractor shall retain documentary evidence regarding items of Project cost for three years after the Period of Performance. The Contractor shall retain records that relate to litigation or the settlement of claims arising out of the performance of the Project, and costs and expenses of the funding as to which exception



has been taken by the auditors, until the litigation, claims, or exceptions have been disposed of. These documents include but are not limited to:

- i. Monthly status updates,
- ii. Vendor invoices, cost estimates, and negotiation documents,
- iii. Applicable purchase orders,
- iv. Plans,
- v. Inspection reports, including a final inspection report showing acceptance for the Project along with a record of disposition or correction of unsatisfactory work,
- vi. Evidence of payments for items of Project costs, including vouchers, cancelled checks, and receipts for cash payments,
- vii. Material cutsheets,
- viii. Submitted reports, and
- ix. Operation and Maintenance records.

12. DATA SHARING, PRIVACY, CYBERSECURITY, AND REPORTING REQUIREMENTS

- a. **Quarterly Reporting.** Contractors shall provide all data required in the Federal Rule to PennDOT, or another entity prescribed by PennDOT, on a quarterly basis. Quarterly reports are due one month following the end of the quarter unless an extension is approved in writing by PennDOT. The Contractor agrees to provide all data in a format acceptable to FHWA and the Commonwealth. Data must be provided in a file format and transfer method to be determined by FHWA and PennDOT. PennDOT may approve the use of a Contractor-supplied data portal at PennDOT's discretion and if compliant with data



format guidelines and other Federal and Commonwealth criteria.

- b. **Annual Reporting.** Contractors must provide an annual report that includes an updated Data Management and Cybersecurity Plan (pursuant to subsection 12e below) along with all data required in the Federal Rule to PennDOT, or another entity prescribed by PennDOT, on an annual basis. Annual reports are due two months following the end of the year unless an extension is approved in writing by PennDOT.
- c. **Data Sharing.** Pennsylvania is required to provide both quarterly and annual data submittals as per § 680.112 of the Federal Rule. Contractors must prepare and provide all data required by PennDOT to complete the quarterly and annual reports. Data must be transferred or made available as agreed upon between the contracted parties in the Agreement. The submitted data will be maintained in a secure manner and will not be used for any purposes other than those required to fulfill the requirements of the Agreement. The Contractor must also disclose, via the Data Management and Cybersecurity Plan, the location of the data and security processes and systems governing it while under the Contractor's control.
- d. **Privacy and Cybersecurity.** Contractors shall be responsible for cybersecurity as it relates to owning, operating, maintaining, and data sharing for the EVSE. After selection, Contractors shall participate in a privacy impact assessment with PennDOT, including PennDOT's Data Governance and Security team. After Agreement execution, Contractors shall share the following:
 - i. How cybersecurity will be assessed throughout the Agreement term,
 - ii. Results of third-party cybersecurity testing (not proprietary



- information that would make the overall system vulnerable),
- iii. How system updates will affect end users, and
 - iv. Proposed protocols for notifying PennDOT of any security breach.
- e. **Data Management and Cybersecurity Plan.** Contractors shall develop a Data Management and Cybersecurity Plan that incorporates the information listed in subsection 12d above, and guidance on risk assessments for involved personnel (including contractors and service providers). Contractors shall submit the Data Management and Cybersecurity Plan to PennDOT for approval. Contractors shall comply with local, state, or federal laws as they relate to cybersecurity and privacy. Contractors shall provide an updated Data Management and Cybersecurity Plan annually along with the annual report for approval by PennDOT. Contractors shall specifically identify the need for the changes to the Data Management and Cybersecurity Plan as part of the annual updates. Contractors can update and submit the Data Management and Cybersecurity Plan more frequently, as technical, policy, and legal requirements necessitate.
- f. **Project Deliverables.** Contractors shall provide Project deliverable documents. Requirements for these documents are referred to throughout the Agreement and the list of documents and deadlines are outlined in Exhibit C.
- g. **Data Sharing Rights.**
- i. **PennDOT Use.** PennDOT may use, duplicate, or disclose Contract Information, in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so. PennDOT shall have no rights to any Proprietary Information.



- ii. **Contractor Use.** The Contractor may use Contract Information for its private purposes, subject to the provisions of this Agreement.
- iii. **Confidentiality of Contract Information.** PennDOT shall not treat information as confidential unless such information is clearly so marked by the Contractor at the time it is disclosed to PennDOT. Under no circumstances shall any information included in any deliverable delivered by the Contractor be considered confidential or Proprietary Information.
- iv. **Upholding Confidentiality.** The Contractor shall treat any data received from PennDOT or its contractors or subcontractors in accordance with any restrictive legend contained thereon or instructions given by PennDOT, unless another use is specifically authorized by prior written approval of the PennDOT Project Manager. The Contractor shall not disclose personal information obtained from NEVI-funded EVSE without PennDOT's consent.
- v. **Other Information.** In conjunction with the Contractor's performance of the Agreement, PennDOT or other entities may furnish the Contractor with information that is collected and stored by, or on behalf of, PennDOT (the "Information"). Any non-public, confidential, or proprietary Information will be kept confidential and will not, without PennDOT's prior written consent, be disclosed by the Contractor, the Contractor's agents, employees, contractors, or professional advisors, in any manner whatsoever, in whole or in part, and will not be used by the Contractor, the Contractor's agents, employees, contractors or professional advisors other than in connection with the



Agreement. The Contractor agrees to transmit the Information only to the Contractor's agents, employees, contractors, and professional advisors who need to know the Information for that purpose and who are informed by the Contractor of the confidential nature of the Information and who will agree in writing to be bound by the terms and conditions of this Agreement.

- vi. **Recordkeeping and Destruction.** The Contractor shall keep a record of the location of the Information. At the conclusion of the Project close-out process, the Contractor shall return to PennDOT all the Information or provide proof to PennDOT that the Information was destroyed. The Contractor also agrees to submit to an audit of its data security/destruction practices by PennDOT or its representative during the contract term and for up to three years following the expiration of the Agreement.

13. TESTING AND INSPECTION

- a. **Testing.** The Contractor shall ensure that standard factory testing, and post-installation system testing are conducted for each EVSE. In addition, the Contractor shall ensure access and/or integration into the PennDOT or other prescribed data sharing system. Factory test results shall be provided for each EVSE as verified by the Contractor's quality assurance or test manager. Similar test results for the installed system shall be provided with the test manager's approval. PennDOT shall also have the right to test the EVSE and any data sharing connections (including PennDOT systems and the Contractor's provided portal). For data sharing, PennDOT shall participate in the testing through verification of receipt of the specified data. For the EVSE, PennDOT or its representative may run on-site testing at PennDOT's own expense.



- b. **Inspection.** PennDOT, FHWA, agencies of the Commonwealth, and persons designated or authorized by PennDOT have the absolute right to inspect the Project sites, proposed Project sites, records, and construction materials regarding the Project. An inspection ordered or conducted by PennDOT may include reproduction and examination of records, taking samples applicable to evaluation or Project quality control, and assessing any factor relevant to the Project, Proposal, or contract terms. A Contractor's denial of access to records, failure to produce records, or obstruction of an inspection may result in the withdrawal of the funding and disqualification from future consideration for funding.
14. **WAIVER.** PennDOT may waive requirements to submit specific information or data normally required. Waivers may be provided after written request to PennDOT and written response to the Contractor by PennDOT or their designee. In the event of an emergency or other event deemed of critical concern to the Commonwealth, PennDOT or its designee may waive any, or all, of the requirements of this Agreement otherwise not prohibited by law.
15. **LIABILITY, FORFEITURE OF FUNDS, REPAYMENT**
- a. **Improper Use.** If a Contractor fails to comply with the terms and conditions of this Agreement, the Contractor shall immediately reimburse PennDOT the amount demanded by PennDOT, up to the total funding amount. PennDOT may, at the discretion of the Secretary, disqualify the Contractor from future funding consideration. A Contractor aggrieved by a PennDOT decision under this section may take an appeal under 2 Pa.C.S. §§ 501—508 and 701—704 (relating to Administrative Agency Law) and 1 Pa. Code Part II (relating to General Rules of Administrative Practice and Procedure).



- b. **Payment Reduction.** If PennDOT determines, by audit or otherwise, which determination shall be conclusive, that PennDOT's financial participation properly attributable to the Project is less than the funding amount, the Contractor shall, at PennDOT's request, refund to PennDOT the amount by which the funding exceeds the justified PennDOT financial participation within 60 days of PennDOT's demand. In lieu of these requirements, PennDOT may, by letter, adjust the amount of funds under this Agreement to reflect the actual justified amount.
16. **OWNERSHIP OF DOCUMENTS.** PennDOT shall have unrestricted authority to reproduce, distribute, and use, in whole or in part, any submitted report, data, or material. PennDOT shall have a royalty-free, nonexclusive, irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so. No report, document, or other material produced in whole or in part with PennDOT funds shall be subject to copyright in the United States or any other country without PennDOT's consent. The Contractor shall not include in its data any copyrighted matter without PennDOT's written approval, which approval shall not be given without the written permission of the copyright owner. Reports and other documents completed as part of the Project, other than documents prepared exclusively for internal use, shall contain an appropriate notice of financial assistance provided by PennDOT.
17. **CONFLICTS OF INTEREST.** The Contractor and its agents shall adhere to 2 CFR 200.112, 23 CFR 1.33, and 23 CFR 172 regarding conflicts of interest. When any person has reason to believe that any breach of standards set forth in those chapters has occurred, that person shall report all relevant facts to the State Ethics Commission and to the Attorney General for appropriate action. Consultant involvement shall be disclosed in the Proposal (Exhibit A).
18. **OCCUPANCY RIGHTS**



- a. **Right to Occupy.** The Contractor shall ensure that it has the right to occupy the area of the Project for purposes of constructing, operating, and maintaining the Project and that the public has a right to enter and use the area of the Project for at least five years following the Notice of Acceptance after completion of construction. This right of occupancy by the Contractor and continued use by the public may be shown by deed of fee simple or easement, by right-of-way, lease, or license agreement, or by any other means found acceptable to PennDOT and included in the site host agreement. The Contractor shall comply with 23 CFR 680.118(g) and shall inform landowners that it does not have the power of condemnation.
- b. **PennDOT's Right to Enter.** The Contractor grants PennDOT, FHWA, their employees, agents, representatives, and contractors, subject to this Agreement and PennDOT's supervision, a right to enter any and all parts of any site upon which funded EVSE is located, at any time without notice, to observe, inspect, photograph, or otherwise document the EVSE. The Contractor shall ensure that the site host agreement and other agreements and instruments include clauses that permit PennDOT to enter to the full extent required by this section.
- c. **Supporting Documentation.** Upon request from PennDOT, the Contractor shall provide information necessary to document the right to occupy the area of the Project for construction, maintenance, and use. The Contractor shall also supply any additional information as deemed necessary by PennDOT for this purpose. This may include the creation of a plan showing all property acquired by the Contractor's predecessors in title, including a designation of the nature of the predecessors' interests (i.e., whether in fee or easement) and a notation of where the instruments conveying those interests are located.



PennDOT will not issue Notice to Proceed until PennDOT is satisfied that the Contractor has proven appropriate interests in all affected property.

19. AMENDMENTS

- a. **Letter of Amendment.** The parties shall execute a letter of amendment before adding additional funds to the Agreement. PennDOT cannot reimburse the Contractor for additional costs unless the Contractor requests an amendment in writing, PennDOT (and if necessary, the FHWA) deems the request warranted, and a letter of amendment is executed. Adequate federal funds must be available before the parties execute the letter of amendment. The letter of amendment is not effective until duly authorized representatives of the Contractor, PennDOT, the Office of Chief Counsel, and the Office of Comptroller Operations sign and date the letter of amendment.
- b. **Time Extension.** Any requests for additional time to complete the Project must be approved by PennDOT and require the execution of a letter of amendment for a time extension by the parties. The letter of amendment is not effective until duly authorized representatives of the Contractor and PennDOT sign and date the letter of amendment for a time extension.
- c. **Changes to Standard Provisions.** If there are changes to any required contract provisions included in Sections 21 and 23 below that need to be addressed at the time of a letter of amendment or time extension, as described in subsections a and b, the parties can incorporate those revised or updated provisions by noting the incorporation and attachment of the provisions to the letter of amendment. For the purposes of this subsection, the required contract provisions consist of



those provisions or clauses required to be included in Commonwealth agreements pursuant to federal or state law or Commonwealth Management Directives.

- d. **Amendment.** All other changes to the terms and conditions of the Agreement must be in the form of a fully executed formal amendment signed by all the same entities that executed the original Agreement.

20. MAINTENANCE AND OPERATION OF IMPROVEMENTS

- a. **Contractor's Responsibilities.** The Contractor shall operate and maintain, at its sole cost and expense, all completed Project improvements financed under this Agreement for the full Period of Performance. The Contractor shall, by contract or with its own forces, perform the maintenance to ensure an acceptable level of physical integrity and operation consistent with original design standards. The Contractor certifies that it shall make available sufficient funds to provide the operations and maintenance and that the Contractor shall adhere to its Operations and Maintenance Plan throughout the Period of Performance.
- b. **Transfer of Ownership and Maintenance Responsibilities.** The Contractor may transfer ownership and maintenance responsibilities for the equipment and other improvements constructed pursuant to the Agreement, subject to prior approval by PennDOT. PennDOT shall determine the appropriate written documentation required to approve and authorize the transfer of ownership and maintenance responsibilities (including reporting and customer service obligations). PennDOT shall not unreasonably withhold its approval.
- c. **Uptime Requirement.** During the Period of Performance, other than allowable downtime for maintenance, vandalism, and natural disasters,



each Charging Port must be fully operational greater than 97 percent of the time on average, annually, as per § 680.116(b) of the Federal Rule. Uptime shall be self-monitored by the Contractor and reported to PennDOT if this requirement is not met.

- i. **Corrective Action Plans.** PennDOT may notify the Contractor if it has reason to believe the Uptime requirement is not being met and require the Contractor to develop an action plan to bring the equipment back to working condition and improve system Uptime to the required level. The Contractor shall implement the action plan.
 - ii. **Failure to Correct.** Material or repeated non-compliance with the Uptime requirement may be considered an event of default. Notwithstanding anything to the contrary contained this Agreement, if the Contractor is in default of the Uptime requirement, PennDOT may terminate this Agreement pursuant to Section 26e of this Agreement.
- d. **Failure to Maintain.** If PennDOT determines funded EVSE sites are not in a state of good condition, PennDOT shall notify the Contractor in writing. The Contractor shall begin necessary work as soon as possible, but not more than 24 calendar days after receipt of PennDOT's notice, for items it does not dispute and notify PennDOT in writing of items it does dispute. The parties shall promptly communicate and meet to resolve disputed items. The Contractor shall pay the cost to repair the damages without reimbursement from PennDOT. The Contractor shall complete the undisputed work as promptly as reasonably possible but in no event later than 24 calendar days after PennDOT's written notice. The Contractor may request an additional cure period to address deficiencies identified by PennDOT. Approval of a cure period request,



including extensions, is at PennDOT's discretion.

21. REQUIRED CONTRACT PROVISIONS

- a. **General Provisions.** The parties acknowledge, and the Contractor shall also provide in its contracts for the Project, that all design, plans, specifications, estimates of costs, construction, utility relocation work, right-of-way acquisition procedures, acceptance of the work, and procedures in general shall, at all times, conform to all applicable federal and state laws, rules, regulations, orders, and approvals, including specifically the procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, anti-solicitation, information, auditing, and reporting provisions.
- b. **Buy America Requirements.** Unless otherwise specified in writing by the US Department of Transportation, all applicable requirements under Chapter 1 of title 23, U.S.C., apply to the use of NEVI Formula Program funds and funds made available under title 23, U.S.C. for Projects for the construction of publicly accessible EVSE, including Buy America requirements at 23 U.S.C. § 313. In addition, the NEVI Formula Program is an infrastructure program subject to the Build America, Buy America Act (Pub. L. No 117-58, div. G §§ 70901–70927). Partial phased waivers to this requirement are available through FHWA's Waiver of Buy America Requirements for Electric Vehicle Chargers ([88 FR 10619](#)). Additional waiver information is available at (<https://www.fhwa.dot.gov/construction/contracts/waivers.cfm>).
- c. **Alternative Fuels Tax.** The Contractor shall remit alternative fuels taxes required by law. Reports and payments are due to the Pennsylvania Department of Revenue by the 20th day of each month for fuel sold or used in the preceding month. The Department of



Revenue may permit dealer- users to report the tax on an annual basis, provided the amount of annual tax liabilities meet criteria set by the Department of Revenue. If the Alternative Fuels Tax is amended, repealed, or replaced, the Contractor shall comply with the updated legal requirements.

- d. **Davis-Bacon Compliance.** As provided at 23 U.S.C. 109(s)(2), Projects to install a Charging Station are treated as if the Project is located on a Federal-aid highway. As a Project located on a Federal-aid highway, Section 113 of title 23, United States Code, applies and Davis-Bacon Federal wage rate requirements included at subchapter IV of chapter 31 of title 40, U.S.C., must be paid for any Project funded with NEVI Formula Program funds.
- e. **Local Hiring Preference.** At least 50% of the total amount of Davis-Bacon Act covered labor to be performed under this agreement shall be completed by workers whose permanent residential address is located within 50 miles of the Project site. Certified payroll records submitted to PennDOT shall contain all workers' permanent residential addresses. PennDOT will ensure compliance with this section by measuring the distance between the Project site address and residential address of each worker by mapped route via commercially available means. Contractors may request a waiver from this section if they can demonstrate to PennDOT that they are unable to meet the requirements of this section.
- f. **Worker Protection and Investment.** Contractor must certify compliance with applicable Commonwealth labor and workforce safety laws including, but not limited to the following statutes (as applicable): Construction Workplace Misclassification Act, Employment of Minors Child Labor Act, Minimum Wage Act, Prevailing Wage Act, Equal Pay



Law, Employer to Pay Employment Medical Examination Fee Act, Seasonal Farm Labor Act, Wage Payment and Collection Law, Industrial Homework Law, and Construction Industry Employee Verification Act. A certification form will be available as part of the eGrants Public Portal Interface to be signed and attached by Contractors and all subcontractors. Contractors must also ensure that all its subcontractors submit Worker Protection Certification forms. Additionally, the installation team must include electricians licensed by any applicable required government entities and at least one electrician certified through the Electric Vehicle Infrastructure Training Program (EVITP) program or similar as required by the Federal Rule.

- g. **Standard Construction Contract Specifications.** The Contractor shall use the hyperlink below to read standard construction contract provisions and then shall comply, and shall cause its consultants and contractors to comply, with the conditions set forth in the relevant parts of Appendix C (the Designated Special Provisions (DSPs)) of Publication Number 408 (2020) Change Number 8, available at: https://www.dot.state.pa.us/public/PubsForms/Publications/Pub_408/408_2020/408_2020_8/408_2020_8.pdf (open the link and then scroll to Appendix C). The use of the terms “bid” or “proposal” in any of these DSPs shall mean the Proposal, award, and execution of this Agreement, unless the context clearly indicates otherwise. The term “Contractor” shall refer to the Contractor. The following list includes the provisions that apply to this Agreement, and which shall be binding on the Contractor:
- i. DSP1 OFFSET PROVISION FOR STATE CONTRACTS page C1 – 1.
 - ii. DSP2 CONTRACTOR RESPONSIBILITY PROVISIONS page C2 – 1.



- iii. DSP3 PROVISIONS FOR STATE CONTRACTS CONCERNING THE AMERICANS WITH DISABILITIES ACT page C3 – 1.
 - iv. DSP8 F.A.R. – REQUIRED CONTRACT PROVISIONS FEDERAL- AID CONSTRUCTION CONTRACTS – FHWA-1273 (revised October 23, 2023) pages C8 – 1 to C8 – 14. (Attached as Exhibit G)
 - v. DSP9 SPECIAL SUPPLEMENT – ANTI-POLLUTION MEASURES pages C9 – 1 to C9 – 11.
 - vi. DSP11 CONTRACTOR INTEGRITY PROVISIONS pages C11 – 1 to C11 – 3.
 - vii. DSP12 EXECUTIVE ORDER 11246 (WITH APPENDIX A AND B).
 - viii. DSP13 BUY AMERICA page C13 – 1.
 - ix. DSP14 ENHANCED MINIMUM WAGE PROVISIONS page C14 – 1.
22. **COMMONWEALTH STANDARDS AND PROVISIONS.** The Contractor agrees to comply with the Commonwealth provisions attached as Exhibit D.
23. **ADDITIONAL STANDARD CONTRACT TERMS AND CONDITIONS.** The Contractor shall comply and shall cause its consultants and contractors to comply with the current versions of the provisions set forth below:
- a. **Maintenance of Records.** The Contractor shall maintain, and it shall require its consultants and contractors to maintain, all books, documents, papers, records, supporting cost proposals, accounting records, employees' time cards, payroll records, and other evidence pertaining to costs incurred in the Project and shall make such materials available at all reasonable times during the contract period and for three years from the date of submission of the final voucher to FHWA, for inspection or audit by PennDOT, the FHWA, or any other



authorized representatives of the state or federal government and copies shall be furnished, if requested. Time records for personnel performing any work must account for direct labor performed on the Project as well as the time of any personnel included in the computation of overhead costs. In addition, a complete record of time must be kept for personnel assigned part-time to the Project. A record of time limited to only their work on this Project will not be acceptable.

- b. **Federal Funding Accountability and Transparency Act of 2006.** As a subrecipient of federal funding, the Contractor shall provide to the Commonwealth the information specified in Exhibit E, Federal Funding Accountability and Transparency Act of 2006—Contractor Information, attached to the Agreement, to ensure that the Commonwealth meets the reporting requirements imposed on it by the Federal Funding Accountability and Transparency Act of 2006.
- c. **Anti-lobbying Requirement.** Public Law 101-121, § 319, 31 U.S.C. § 1352, prohibits the recipient or any lower tier subrecipients of a federal contract, grant, loan, or cooperative agreement from expending federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, or the entering into of any cooperative agreement. The Contractor shall comply with the Lobbying Certification Form attached to this Agreement as Exhibit F, which an authorized official of the Contractor has executed and, if applicable, shall complete and submit the Disclosure of Lobbying Activities form included in this exhibit in accordance with its instructions.

- 24. **FEDERAL OBLIGATIONS FOR REIMBURSEMENT.** After the agreement is executed, if the Contractor proceeds before funds are made available, either



through the Agreement, a letter of amendment or letter of adjustment, signed by the appropriate parties, retroactive payment or reimbursement of federal funds will not be permitted unless (i) the federal Form 4232, authorizing federal funds for latter stages of the Project, was in place prior to performance of any work, and (ii) PennDOT allowed the Contractor to exceed the current estimated maximum amount set forth in the current cost estimate by authorizing a higher amount in writing before the Contractor incurred the extra costs or performed the work.

25. **FHWA APPROVAL.** The parties fully understand and acknowledge that their respective obligations under this agreement are contingent upon the approvals, prior to **commencement** of work, of the Project's eligibility for participation in federal funds to the extent of the proportionate share and, if the FHWA does not give such approval, neither of the parties shall be further obligated by the terms of this Agreement.

26. **TERMINATION**

a. **Termination for Convenience.** Either party shall have the right to terminate this Agreement for convenience prior to the start of EVSE construction and delivery activities, and not after, by providing written notice to the other party. If the Contractor terminates this Agreement for convenience following the disbursement of any part of the funding, the Contractor shall repay to PennDOT the amount of financial assistance provided.

b. **Termination for Lack of Funds.** Because this agreement is funded either partially or completely by federal funds, PennDOT may terminate this agreement if federal funds are not provided to PennDOT for the purposes stated in the Agreement. PennDOT shall terminate this Agreement by delivery to the Contractor of a notice of termination



specifying the reason for termination and its effective date. PennDOT shall compensate the Contractor for work performed or services provided in accordance with the terms of this Agreement prior to the date of the notice of termination or such other date as the notice of termination shall specify.

- c. **Termination for Abandonment or Postponement of Project.** If the Contractor abandons or indefinitely postpones the Project, it may terminate the Agreement by sending PennDOT a 30-day written notice of termination, with the understanding that, because the FHWA will not participate in any costs of a Project that is not completed and because PennDOT must be reimbursed for all costs incurred by it for the Project, the Contractor shall reimburse PennDOT accordingly. PennDOT is entitled to consider the Project to be abandoned due to lack of activity on the Project by the Contractor or failure to pay its contractors or consultants. In either case, the Contractor shall reimburse PennDOT within 30 calendar days of receipt of a statement from PennDOT in an amount equal to the sum of (i) all FHWA funds received by the Contractor, which PennDOT shall return to the FHWA, (ii) all FHWA funds paid to PennDOT for work performed under this Agreement, which PennDOT shall return to the FHWA, and (iii) all costs incurred by PennDOT under this Agreement prior to receipt of notice of termination that have not been reimbursed by the FHWA or the Contractor.
- d. **Termination for Cause.** Except for breaches of the greater than 97 percent Uptime requirement, PennDOT may terminate this Agreement if the Contractor materially breaches the Agreement, and the breach is not cured within 15 calendar days after written notice was provided to



the Contractor. Termination shall be effective at the end of the 15-day period unless the Contractor cures the breach (or, in the case of a breach incapable of cure within that period, the Contractor provided a written plan to cure the breach as soon as practicable, together with an undertaking to carry out the plan). Breaches of the Uptime requirement may, if good faith attempts to comply is not shown, or for repeated noncompliance, be made immediately without an opportunity to cure at PennDOT's discretion. The Contractor shall reimburse PennDOT, if requested, for costs incurred by PennDOT for the Project up until the date of termination of this Agreement.

- e. **Termination for Failure to Meet Uptime Requirements.** If the Contractor is not in compliance with the Uptime requirements and continues to fail to meet the Uptime requirements after submission of its action plan, PennDOT may terminate this Agreement for failure to materially meet Uptime requirements or repeated non-compliance with Uptime requirements. If termination for failure to meet the Uptime requirements occurs during the Period of Performance, the Contractor is required to repay to PennDOT the amount of financial assistance provided, which may be prorated for the portion of the remaining five years.
- f. **Accrued Rights and Obligations.** Termination shall not release either party from liability which has already accrued to the other party at the time of termination, or which is attributable to a period before termination, nor preclude either party from pursuing rights or remedies it may have with respect to any breach of the Agreement. The section of the Agreement relating to indemnification shall survive the expiration or termination of the Agreement for any reason.

27. **NO WAIVER.** Either party may elect not to enforce its rights and remedies



under this Agreement in the event of a breach by other parties of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement may not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

28. **SEVERABILITY.** The provisions of this Agreement are severable. If any phrase, clause, sentence, or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth and its applicability to any government, agency, person, or circumstance is held invalid, the validity of the remainder of this agreement and its applicability to any government, agency, person, or circumstance will not be affected.
29. **INDEPENDENCE OF THE PARTIES.** Nothing contained in this agreement is intended or may be construed to, in any respect, create or establish the relationship of partners between the Contractor and PennDOT, or as constituting PennDOT as the representative or general agent of the Contractor.
30. **ASSIGNMENT.** This Agreement may not be assigned, either in whole or in part, without PennDOT's written consent.
31. **SUCCESSORS AND ASSIGNS.** All covenants and obligations of the parties under this agreement are binding on their successors and assigns, whether or not expressly assumed by such successors and assigns.
32. **NO THIRD-PARTY BENEFICIARIES.** This agreement does not create or intend to confer any rights in or on persons or entities not a party to this agreement.
33. **FORCE MAJEURE.** Neither party will be liable for failure to perform under this Agreement if a failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Causes may include, but are not limited to, acts of God or the public enemy, fires, floods,



epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision will become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision will not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

34. **NOTICES.** All notices and reports arising out of, or from, the provisions of this Agreement must be in writing and given to the parties at the addresses provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person:

If to PennDOT:

Alternative Fuels Infrastructure Coordinator Pennsylvania
Department of Transportation
Strategic Development and Implementation
Office Transformational Technology Division
400 North Street, 6th Floor Harrisburg, PA 17120
ra-pdevcorridors@pa.gov

If to the Contractor:

[INSERT NAME AND TITLE]
[INSERT MUNICIPALITY OR OTHER ENTITY]
[INSERT STREET ADDRESS OR P.O. BOX]
[INSERT CITY, STATE AND ZIP CODE]
[INSERT TELEPHONE NUMBER]
[INSERT FAX NUMBER]
[INSERT EMAIL ADDRESS]

or to such other person or address as the parties may provide to each other in



writing.

35. **INTEGRATION AND MERGER.** The parties intend this statement of their Agreement to constitute the complete, exclusive, and fully integrated statement of their Agreement. As such, it is the sole expression of their Agreement, and they are not bound by any other agreements of whatsoever kind or nature. The parties also intend that this Agreement may not be supplemented, explained, or interpreted by any evidence of trade usage or course of dealing. In entering this Agreement, the parties did not rely upon oral or written statements or representations not contained within the document itself.

[The remainder of this page is intentionally left blank.]



The parties have executed this agreement to be effective as of the date of the last signature affixed below.

Contractor:

BY _____
Signature Date

BY _____
Title

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
Date

APPROVED AS TO FORM AND LEGALITY

BY _____
Chief Counsel Date

FUNDS ENCUMBRANCE
NO. _____

BY _____
Deputy General Counsel Date

BY _____
Office of Comptroller Operations Date

BY _____
Deputy Attorney General Date



Reimbursement Agreement No. _____ is split _____%, expenditure amount of _____, for federal funds and 0%, expenditure amount of \$0, for state funds. The related federal assistance program name and number is National Electric Vehicle Infrastructure Program; 1058100441. The state program name and number is _____; _____. This paragraph does not affect the costs to the Contractor.



Exhibits to Agreement

Exhibit A – Proposal with Attachments

Exhibit B – Audit Clause

Exhibit C – List of Project Deliverables

Exhibit D – Commonwealth Standard Provisions

Exhibit E – Federal Funding Accountability and Transparency Act

Exhibit F – Federal Certification Form and, if Applicable, Disclosure of Lobbying Activities

Exhibit G – Required Contract Provisions Federal-Aid Construction Contracts (FHWA- 1273)

Exhibit H – Davis-Bacon Act Wage Determinations – Western Pennsylvania

Exhibit I – Davis-Bacon Act Wage Determinations – Southeastern Pennsylvania

Exhibit J – Davis-Bacon Act Wage Determinations – Eastern Pennsylvania



Exhibit A – Proposal with Attachments

Will be added by PennDOT upon completion by Prospective Contractor and selection as a Conditional Awardee.



Exhibit B – Audit Clause

Applies only if Agreement is federally funded.

AUDIT CLAUSE TO BE USED IN AGREEMENTS WITH SUBRECIPIENTS RECEIVING FEDERAL AWARDS FROM THE COMMONWEALTH

The [NAME OF SUBRECIPIENT] must comply with all applicable federal and state grant requirements including *The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended*; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.

If the [NAME OF SUBRECIPIENT] is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the [NAME OF SUBRECIPIENT] is required to provide the appropriate single or program specific audit in accordance with the provisions outlined in *2 CFR Part 200.501*.

If the [NAME OF SUBRECIPIENT] expends total federal awards of less than the threshold established by *2 CFR 200.501*, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office (GAO).

If the [NAME OF SUBRECIPIENT] is a for-profit entity, it is not subject to the auditing and reporting requirements of *2 CFR Part 200, Subpart F - Audit Requirements (Subpart F)*. However, the pass-through commonwealth agency is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The contract with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre award audits, monitoring during the contract and post-award audits. The post-award audits may be in the form of a financial audit in accordance with *Government Auditing Standards*, a single audit report or program-specific audit report in accordance with *Subpart F*. However, these post-award audits must be submitted directly to the affected commonwealth agency that provided the funding. Only single audit reports for local governmental and non-profit subrecipients are electronically submitted to the Federal Audit Clearinghouse.

ADDITIONAL POTENTIAL COMPONENTS OF THE SINGLE AUDIT REPORTING PACKAGE

In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the appropriate audit guide, *Government Auditing Standards*, and *Subpart F*.

In addition to the requirements of *Subpart F*, commonwealth agencies may require that the single audit reporting packages include additional components in the SEFA, or supplemental schedules, as identified through the respective grant agreement.



SUBMISSION OF THE AUDIT REPORT

The [NAME OF SUBRECIPIENT] must submit an electronic copy of the audit report package to the Federal Audit Clearinghouse, which shall include the elements outlined in *Subpart F*.

Applies only if Agreement is federally funded.

SUBMISSION OF THE FEDERAL AUDIT CLEARINGHOUSE CONFIRMATION

The subrecipients must send a copy of the confirmation from the Federal Audit Clearinghouse to the resource account RA-BOASingleAudit@pa.gov.

AUDIT OVERSIGHT PROVISIONS

The [NAME OF SUBRECIPIENT] is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.

The commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by commonwealth or federal agencies. Any such additional audit work will rely on work already performed by the [NAME OF SUBRECIPIENT]'s auditor and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the [NAME OF SUBRECIPIENT].

Audit documentation and audit reports must be retained by the [NAME OF SUBRECIPIENT]'s auditor for a minimum of five years from the date of issuance of the audit report, unless the [NAME OF SUBRECIPIENT]'s auditor is notified in writing by the commonwealth, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the commonwealth, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.



Exhibit C – List of Project Deliverables

Many deliverables are completed incrementally over multiple stages. Deliverable version types include:

- **Outline** – Basic information that discusses how the Prospective Contractor/Contractor will achieve the objectives of the deliverable.
- **Draft** – A full draft document explaining specific details about how the Prospective Contractor/Contractor will achieve the objectives for the deliverable.
- **Final** – The final working document explaining specific details about how the Prospective Contractor/Contractor will achieve or is achieving the objectives for the deliverable.
- **Update** – An update to the final version of a document based on new information received while charging equipment is operational.
- **Ongoing** – Deliverables that are required to be submitted in a timely manner when the indicated event occurs while charging equipment is operational.

The following table includes a list of required deliverables as part of the four stages of the Project. Each deliverable includes a description, the location in the Addenda section of the eGrants Public Portal Interface where the deliverable is first addressed (if applicable), and the version types of the document that need to be completed during each stage of the Project. Additional deliverables may be identified and required, and these will be clearly specified in the final Agreement.

Deliverable	Detail	eGrants Addenda Location(s)	Stages			
			0	1	2	3
Team Experience Form	Description of relevant experience	1.1-B	Final	--	--	--
Project Schedule	Gantt chart or similar project schedule document	1.2-B	Draft	Final	--	--
Site Host Letter of Commitment	Letter of Commitment from the Site Host	2.2	Draft	Final	--	--
Site Design	Site schematic, design, and construction plans	2.3	Draft	Final	--	--
Utility Form	Information related to the utility	3.1	Final	--	--	--
Cost Breakdown and Narrative	List of all costs and a description including details on each specific line item in a separate narrative	6.2	Final	--	--	--
Additional Documentation	Option to provide additional information by upload	7.1	Final (Optional)	--	--	--



Deliverable	Detail	eGrants Addenda Location(s)	Stages			
			0	1	2	3
Federal Lobbying Certification Form	Certification of compliance with applicable Federal lobbying laws	7.2	Final	--	--	--
Disclosure of Lobbying Activities Form	Disclosure of any legal lobbying activities according to Federal and Pennsylvania laws	7.3	Final	--	--	--
Federal Funding Accountability and Transparency Act (FFATA) Form	Form describing sub-award activity and executive compensation	7.4	Final (Optional)	Final	--	--
Worker Protection Form	Certification of compliance with applicable Pennsylvania state labor and workforce safety laws – additional forms are required for all subcontractors	7.5	Final	--	--	--
Written Statement on Proprietary Information and Confidentiality (Optional)	Identify any Proprietary Information and/or confidential trade secrets that should not be made available to the public	7.6	Final (Optional)	Final (Optional)	--	--
Operations and Maintenance Plan	Five-year plan to operate and maintain the facility for use by the public with greater than 97% Uptime – includes O&M contract if applicable	--	--	Draft	Final	--
Data Management and Cybersecurity Plan	Plan to manage EV charging related data including a privacy impact assessment and cybersecurity plan	--	--	Draft	Final	Update (Annually)



Deliverable	Detail	eGrants Addenda Location(s)	Stages			
			0	1	2	3
Networking Agreement	Five-year plan to provide for networking connectivity for the Charging Station	--	--	Draft	Final	--
Customer Service Plan	Plan to provide charging customers with 24/7 assistance	--	--	Draft	Final	--
Test Results	Results from various levels of EVSE testing	--	--	--	Final	--
Reporting	Reporting as required per forthcoming NEVI regulations on the EVSE to ensure that the network meets FHWA standards of access, reliability, and convenience operational requirements	--	--	--	--	Update (Quarterly and Annually)
Critical Event Notification	The Contractor shall immediately notify PennDOT of any critical events as specified in Section III – Program Requirements, Subsection A.	--	--	--	--	Ongoing (Within 24hrs of Event)
Audit Compliance	The Contractor shall cooperate if selected for audit	--	--	--	--	Ongoing



Exhibit D – Commonwealth Standard Provisions

Commonwealth Standard Terms and Conditions Exhibit D (Revised - 10/1/2023)

1. DEFINITIONS.

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the contract to which it is attached.

2. ENHANCED MINIMUM WAGE.

- a. **Enhanced Minimum Wage.** Contractor shall pay no less than \$15.00 per hour to its employees for all hours worked directly performing the services called for in this contract/lease, and for an employee's hours performing ancillary services necessary for the performance of the services or lease when the employee spends at least 20% of their time performing ancillary services in a given work week.
- b. **Adjustment.** Beginning July 1, 2023, and annually thereafter, the minimum wage rate will be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The Commonwealth will publish applicable adjusted amount in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- c. **Exceptions.** These Enhanced Minimum Wage Provisions do not apply to employees
 - i. Exempt from minimum wage under the Minimum Wage Act of 1968;
 - ii. covered by a collective bargaining agreement;
 - iii. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - iv. required to be paid a higher wage under any state or local policy or ordinance.
- d. **Notice.** The Contractor shall: (1) post this Enhanced Minimum Wage Provision for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed; or (2) for the entire period of the contract, provide electronic notice of this clause to its employees not less than annually.
- e. **Records.** Contractor must maintain and, upon request and within the time periods requested by the Commonwealth, provide to the Commonwealth all employment and



wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.

- f. **Sanctions.** Contractor's failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but are not limited to, termination of the contract or lease, nonpayment, debarment, or referral to the Office of General Counsel for appropriate civil or criminal referral.
- g. **Subcontractors.** The Contractor shall include these Enhanced Minimum Wage Provisions in its subcontracts under this contract or lease to ensure that these provisions are binding on its subcontractors.

3. INDEMNIFICATION.

- a. **Contractor Obligations.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Contractor or its employees and agents that are related to this contract, as determined by the Commonwealth in its sole discretion.
- b. **Commonwealth Attorneys Act.** The Commonwealth shall provide the Contractor with prompt notice of any claim or suit of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under any terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- c. **Settlement.** Notwithstanding the above, neither party may enter into a settlement of any claim or suit without the other party's written consent, which will not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

4. NONDISCRIMINATION/SEXUAL HARASSMENT.

Intentionally deleted. Please see the Federal provisions in the agreement.

5. CONTRACTOR INTEGRITY.

- a. **Definitions.** For purposes of these Contractor Integrity Provisions, the following definitions apply:



- i. “Affiliate” means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- ii. “Contractor” means the individual or entity, that has entered into this contract with the Commonwealth.
- iii. “Contractor Related Parties” means any Affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Contractor.
- iv. “Financial Interest” means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- v. “Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor’s Code of Conduct, Executive Order 1980-18](#), as may be amended, 4 Pa. Code §7.153(b), apply.
- vi. “Non-bid Basis” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

b. Representations and Warranties.

- i. **Contractor Representation and Warranties.** The Contractor represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Contractor nor Contractor Related Parties have:
 - 1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - 2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
 - 3. had any business license or professional license suspended or revoked;
 - 4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - 5. been, and are not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.



- ii. **Contractor Explanation.** If the Contractor cannot make the representations and warranties set forth above at the time of its submission of its bid or proposal or if this contract is awarded on a non-bid basis at the time of the execution of the contract, the Contractor shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the contract.
 - iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to this contract, the Contractor further represents that it has not violated any of these Contractor Integrity Provisions during the term of the contract.
 - iv. **Notice.** The Contractor shall immediately notify the Commonwealth, in writing, if at any time during the term of the contract it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made in these provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the contract.
- c. **Contractor Responsibilities.** During the term of this contract, the Contractor shall:
- i. maintain the highest standards of honesty and integrity.
 - ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Contractor that govern Commonwealth contracting and procurement.
 - iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these provisions as they relate to the Contractor's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
 - iv. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the provision of goods or services under this contract.
 - v. not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth



consents to Contractor's financial interest. The Contractor must disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the date the Contractor signs the contract. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.

- vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award.
 - vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a) if this contract was awarded on a Non-bid Basis.
 - viii. immediately notify the Commonwealth contracting officer or the Office of the State Inspector General, in writing, when the Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.
- d. **Investigations.** If a State Inspector General investigation is initiated, the Contractor shall:
- i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
 - ii. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions and make identified Contractor employees available for interviews at reasonable times and places.
 - iii. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. This information may include, but is not limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract.
- e. **Termination.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Contractor Integrity provisions, claim damages for all additional costs and expenses



incurred in obtaining another contractor to complete performance under this contract, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or contract.

- f. **Subcontracts.** The Contractor shall include these Contractor Integrity Provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of this provision in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Contractor becomes aware of a subcontractor's violation of these provisions, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

6. CONTRACTOR RESPONSIBILITY.

- a. **Definition.** For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
- b. **Contractor Representations.**
 - i. The Contractor represents for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with its contract, a written explanation of why such certification cannot be made.
 - ii. The Contractor represents that as of the date of its execution of this contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.



- d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the contract with the Commonwealth.
- e. **Reimbursement.** The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this contract or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

7. AMERICANS WITH DISABILITIES ACT.

- a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract.
- b. **Compliance.** For all goods and services provided pursuant to this contract, the Contractor shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- c. **Indemnification.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Contractor's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

8. APPLICABLE LAW AND FORUM.

This contract is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Contractor, and the Contractor consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or



limitation of the Commonwealth's rights or defenses.

9. RIGHT TO KNOW LAW.

- a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this contract.
- b. **Contractor Assistance.** If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the Contractor that it requires the Contractor's assistance, and the Contractor shall provide to the Commonwealth:
 - i. access to, and copies of, any document or information in the Contractor's possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
 - ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.
- c. **Trade Secret or Confidential Proprietary Information.** If the Contractor considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Contractor, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
- d. **Reimbursement.**
 - i. **Commonwealth Reimbursement.** If the Contractor fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Contractor shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
 - ii. **Contractor Reimbursement.** The Commonwealth will reimburse the Contractor for any costs that the Contractor incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.



- e. **Challenges of Commonwealth Release.** The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Contractor's legal challenge, regardless of the outcome.
- f. **Waiver.** As between the parties, the Contractor waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- g. **Survival.** The Contractor's obligations contained in this Section survive the termination or expiration of this contract.

10. OFFSET.

The Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor, or its subsidiaries, owed to the Commonwealth against any payments due the Contractor under any contract between the Commonwealth and Contractor.

11. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS.

- a. **Payment Method.** The Commonwealth shall make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the Contractor must submit or must have submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM).
- b. **Unique Identifier.** The Contractor must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Contractor's unique invoice number on its ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.
- c. **ACH Information in SRM.** The Contractor shall ensure that the ACH information contained in SRM is accurate and complete. The Contractor's failure to maintain accurate and complete information may result in delays in payments.

12. WORKER PROTECTION AND INVESTMENT.

The Contractor shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- a. Construction Workplace Misclassification Act;
- b. Employment of Minors Child Labor Act;
- c. Minimum Wage Act;



- d. Prevailing Wage Act;
- e. Equal Pay Law;
- f. Employer to Pay Employment Medical Examination Fee Act;
- g. Seasonal Farm Labor Act;
- h. Wage Payment and Collection Law;
- i. Industrial Homework Law;
- j. Construction Industry Employee Verification Act;
- k. Act 102: Prohibition on Excessive Overtime in Healthcare;
- l. Apprenticeship and Training Act; and
- m. Inspection of Employment Records Law.

Exhibit D



Exhibit E – Federal Funding Accountability and Transparency Act

Federal Funding Accountability and Transparency Act Subrecipient Agreement Requirements

The terms "subrecipient, subgrantee and subawardee" used in the following pages and the agreement to which this document is attached shall mean the party that is the recipient of federal funds under the agreement to which this document is attached.

1. Registration and Identification Information

Subrecipient must maintain current full registration that permits their entity registration to appear in a public search in the System for Award Management or SAM (www.SAM.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov.

Subrecipient must provide its assigned UEI to the Commonwealth of Pennsylvania (Commonwealth) along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides this information.

2. Primary Location

Subrecipient must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Subrecipient must list the location where the most amount of the award is to be expended pursuant to this agreement.

Subrecipient must provide this information to the Commonwealth along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides this information.

3. Compensation of Officers

Subrecipient must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if—

1. the entity in the preceding fiscal year received—
 - a. 80 percent or more of its annual gross revenues in Federal awards; and
 - b. \$30,000,000 or more in annual gross revenues from Federal awards; and
2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

If Subrecipient does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subrecipient. Subrecipient must provide information responding to this question along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides such information responding to this question.



Federal Funding Accountability and Transparency Act Subrecipient Data Sheet

The Subgrantee must complete Federal Funding Accountability and Transparency Act Subrecipient Data Sheet (FFATA Sheet) attached here. The FFATA Sheet is to be completed and incorporated as part of this agreement.

Failure to provide accurate information for the Subgrantee named as a party to this agreement or to complete the FFATA Sheet will cause the inability of the Commonwealth of Pennsylvania (Commonwealth) to process this agreement and resulting in delay or loss of funds to the Subgrantee. The Subgrantee's documentation will be considered incomplete until such time that Subgrantee provides accurate FFATA information.

- (a) Registration and Identification Information – The Subgrantee must maintain a current full registration that permits their entity registration to appear in a public search in the System for Award Management or SAM (www.SAM.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov. Subgrantee must provide its UEI, to the Commonwealth along with the signed agreement.
- (b) Primary Location - Subgrantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Subgrantee must list the location where the most amount of the award is to be expended pursuant to this agreement.
- (c) Compensation of Officers - Subgrantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity **if-**
 - 1. the entity in the preceding fiscal year received—
 - a. 80 percent or more of its annual gross revenues in Federal awards; **and**
 - b. \$30,000,000 or more in annual gross revenues from Federal awards; **and**
 - 2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

If the Subgrantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subgrantee. Subgrantee must provide information responding to this question along with Subgrantee's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subgrantee provides such information responding to this question



Federal Funding Accountability and Transparency Act Subrecipient Data Sheet

Subrecipient must provide information along with Subrecipient's return of the signed agreement. The Commonwealth will not process the agreement until such time that Subrecipient provides such information.

UEI

UEI:

[INSTRUCTIONS: Subrecipient must provide its assigned UEI. Subrecipient must maintain current registration that permits their entity registration to appear in a public search in SAM (www.SAM.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov.]

PRIMARY LOCATION

City:

State:

Zip+4:

[INSTRUCTIONS: Subrecipient must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip code including 4-digit extension. If performance is to occur in multiple locations, then Subrecipient must list the location where the most amount of the award is to be expended pursuant to the agreement.]

COMPENSATION OF OFFICERS

Officer 1 Name:	<input style="width: 150px; height: 20px;" type="text"/>
Officer 1 Compensation:	<input style="width: 150px; height: 20px;" type="text"/>
Officer 2 Name:	<input style="width: 150px; height: 20px;" type="text"/>
Officer 2 Compensation:	<input style="width: 150px; height: 20px;" type="text"/>
Officer 3 Name:	<input style="width: 150px; height: 20px;" type="text"/>
Officer 3 Compensation:	<input style="width: 150px; height: 20px;" type="text"/>
Officer 4 Name:	<input style="width: 150px; height: 20px;" type="text"/>
Officer 4 Compensation:	<input style="width: 150px; height: 20px;" type="text"/>
Officer 5 Name:	<input style="width: 150px; height: 20px;" type="text"/>
Officer 5 Compensation:	<input style="width: 150px; height: 20px;" type="text"/>

By marking the following box
Subrecipient affirms they do not
meet the conditions for reporting
highly compensated officials

[INSTRUCTIONS: Subrecipient must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if –

1. the entity in the preceding fiscal year received—
 - a. 80 percent or more of its annual gross revenues in Federal awards; and
 - b. \$30,000,000 or more in annual gross revenues from Federal awards; and
2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

If the Subrecipient does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subrecipient.



Exhibit F - Lobbying Certification Form and, if Applicable, Disclosure of Lobbying Activities

LOBBYING CERTIFICATION FORM

(Applies only if Agreement is Federally Funded)

[Exhibit needs to be printed, completed offline, and then scanned and attached]

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

SIGNATURE:

TITLE:

DATE:



DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
1. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known : Congressional District, if known : 4c			2. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known :		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known :			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11 Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		

Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)
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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



Exhibit G - Required Contract Provisions Federal-Aid Construction Contracts (FHWA-1273)

FHWA-1273 – Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.



within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:



(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *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 29 CFR 5.5, 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 1.e. 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 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 1.c. 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.

b. *Frequently recurring classifications.* (1) 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 1.c. of this section, provided that:

(i) 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;



(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) 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.

c. *Conformance.* (1) 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:

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

(ii) The classification is used in the area by the construction industry; and

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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.

(4) 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) 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 1.c.(3) or (4) 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.

d. *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.

e. *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.

f. *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 (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency 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 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 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 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph



2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) 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;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *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.

(2) *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.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. 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.

(4) *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.

b. *Certified payroll requirements* (1) *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 contracting

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.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) 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 contracting agency.

(3) *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:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) 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

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

(4) *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 3.b.(3) of this section.



(5) *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.

(6) *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](#).

(7) *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.

c. *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.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, 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 contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *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.

(3) *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 contracting agency, the State DOT, the FHWA, 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 (29 CFR 5.5)

a. *Apprentices* (1) *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.

(2) *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.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen 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 4.a.(4) 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 4.a.(1) 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.

(4) *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.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with



the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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 as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting 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. 29 CFR 5.5.

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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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. a. 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).

b. 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).

c. 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:

a. 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](#);

b. 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](#);

c. 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

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction 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 shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, 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. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 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 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency 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 section 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.

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

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) 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;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) 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 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 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:

- a. 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;
- b. 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;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;



(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, or false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."



IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.



2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily



excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.



ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



Exhibit H - Davis-Bacon Act Wage Determinations – Western Pennsylvania

This exhibit will include the current version of the Davis-Bacon Act Wage Determinations for Western Pennsylvania including the following 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, Westmoreland

The Davis-Bacon Act Wage Determinations as of February 23, 2024, are included in Appendix XI of the Round 1B NEVI Funding Opportunity released April 22, 2024.



Exhibit I - Davis-Bacon Act Wage Determinations – Southeastern Pennsylvania

This exhibit will include the current version of the Davis-Bacon Act Wage Determinations for Southeastern Pennsylvania including the following counties:

Bucks, Chester, Delaware, Montgomery, Philadelphia

The Davis-Bacon Act Wage Determinations as of January 12, 2024, are included in Appendix XI of the Round 1B NEVI Funding Opportunity released April 22, 2024.



Exhibit J - Davis-Bacon Act Wage Determinations – Eastern Pennsylvania

This exhibit will include the current version of the Davis-Bacon Act Wage Determinations for Eastern Pennsylvania including the following counties:

Adams, Berks, Bradford, Carbon, Columbia, Cumberland, Dauphin, Juniata, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming, Monroe, Montour, Northampton, Northumberland, Perry, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming, York

The Davis-Bacon Act Wage Determinations as of February 16, 2024, are included in Appendix XI of the Round 1B NEVI Funding Opportunity released April 22, 2024.