

CONSTRUCTION AGREEMENT

UPLINK, LLC

This Contract is entered into this _____ day of _____, 2024 between _____ (“Owner”) and _____ (“Contractor”), located at [INSERT ADDRESS] with License information as follows:

License No. _____
State of Issuance: Mississippi
Expiration Date: _____

Project Name **Uplink BIP Clack Construction Project**

Work Order No. _____

Contract Date _____

Contract Type: Core/Distribution Construction

Contract Amount (must tie to attachment A) _____

This contract shall include **20.2** miles of buried fiber optic cable and **2.7** miles of aerial fiber optic cable.

Contractor's responsibility shall include the labor and material as reflected on the Cost Sheet (Attachment A) of this Contract. The Contract will include labor and materials only to the extent supplied by Contractor. All Owner-Furnished Materials will be provided by Owner (“Owner-Furnished Materials” or “OFM”). Unit Descriptions are attached hereto as Attachment B.

Unit Definitions: All Unit Definitions are detailed in the unit description (Attachment B) or can be found at the following location: https://www.rd.usda.gov/files/UTP_Bulletins_1753F-150.pdf

Contract Commencement Date: Contractor shall commence work under the Contract no later than 30 days from the date of the Contract is executed by all Parties.

Construction Completion Deadline: Construction shall be completed no more than **60** business days (excluding Saturdays, Sundays, and legal holidays) from the Contract Commencement Date. Liquidated damages will apply for each and every business day that Construction Completion is delayed beyond the Construction Completion Deadline in the amount of \$1000 per day.

Time extensions may be granted in the case of OFM shortage, inability to obtain necessary permits, and/or work delays caused by inclement weather. An extension will be granted for any workday when work is halted prior to 12:00 noon for an approved reason. If work proceeds beyond 12:00 noon, no extension shall be granted for any cessation of work.

CONTRACT PROVISIONS

1. Notification of Injury or Damage: Contractor shall promptly notify Owner of any injury, death, loss, or damage to persons, animals, or property which is in any way related to the work performed under the Contract, even if such occurrence was not caused or contributed to by Contractor or Contractor's employees or agents.

2. Withholding of Payments: Owner may withhold payment due for any portions of the work which have been rejected by Owner and which have not been corrected by Contractor to the satisfaction of Owner. Contractor shall pay each material supplier, if any, within five (5) days after receipt of any payment from Owner, the amount thereof allowed on account of materials furnished by each material supplier. Owner may withhold money due for claims which might be the subject of reimbursement to Owner by Contractor. If Owner is advised that Contractor is not promptly paying material suppliers as set out above, or if Owner is advised that employees of Contractor are not being promptly paid, then Owner may withhold such payments as Owner deems sufficient to ensure that Contractor's obligations under the Contract will be paid in full.

3. Changes in Project: Owner may make changes in the Project by altering, adding to or deducting from the Project. No change in the contract price shall be made for minor changes not involving extra cost. All adjustments to the contract price by reason of any other change shall be agreed to by the parties in writing prior to commencement of the actual work in connection with such change.

4. Scope of Work: All work performed under this Contract shall conform to applicable industry standards and specifications.

Contractor shall furnish and be responsible for all supervision, labor, tools, equipment, power, transportation, material, and supplies required to perform the work, except those items specifically listed in Attachment A which will be furnished by Owner. Contractor shall transport such material and equipment from its place of storage to the job site as needed. Contractor shall transport and return to a place of storage designated by Owner unused material and equipment belonging to Owner.

Owner will furnish Contractor with one set of approved permits from each governing body. It is Contractor's responsibility to supply a copy of the permits to their construction crew. Contractor must always have copies of the permits on hand throughout the project.

Contractor is responsible for calling in for local utilities. In the case of existing telephone company owned by Owner, Contractor is responsible for the actual locating of Owner facilities. Owner will assist Contractor as needed.

Upon execution of the Contract, Owner will provide three (3) sets of construction drawings detailing the specifications of the project to Contractor. If revisions are made to the

specifications, Owner's engineers will prepare a summary of revisions and provide revised copies with new dates.

This section shall also include any additional terms and conditions provided in Attachment C. If no Attachment C is provided, this section shall control.

5. Provision of Materials: Any material referenced on the Unit Cost Sheet with "Owner" will be provided by Owner. This material must be checked out of Owner's warehouse and documented by a representative of Owner and Contractor. Any un-used material and/or scrap material must be returned to the warehouse and checked back in by the same process. At the end of construction all material must be accounted for either by tally of units placed or returned to the warehouse.

6. Laws and Regulations: Contractor shall comply with all Federal, State, and municipal laws, ordinances and regulations and building and construction codes applicable to the performance of the work and give all notices that are required. If Contractor observes that the work to be performed is at variance with any law, ordinance, or regulation or building or construction code, he shall promptly notify Owner. Contractor shall follow the instructions of government officials regarding maintenance of traffic and protection of the public. Contractor shall obtain a copy of regulations or permit requirements of the appropriate road authorities and make all employees aware of these regulations.

7. Environmental Protection: Contractor shall perform work in such a manner as to maximize preservation of beauty and conservation of natural resources and minimize marring and scarring of the landscape and silting of streams. Contractor shall not deposit trash in streams or waterways and shall not deposit herbicides or other chemicals or their containers in or near streams, waterways or pastures. Contractor shall follow, under the general direction of Owner, the criteria relating to environmental protection as specified herein by Owner.

8. Inspection of Work: Owner may maintain inspectors at the job site, and to further assure compliance with the plans and specifications and maintain quality of construction, may, after reasonable notice to Contractor, perform from time to time operational tests on the Project or a portion or portions thereof selected by Owner. However, such inspectors or other employees or agents of Owner shall not have authority to direct or advise Contractor or his employees and agents concerning the method or manner by which the work is to be performed. Contractor has sole authority, responsibility, and control over the method and manner by which the work is to be performed and shall remain in all respects an independent contractor.

9. Service Pipes and Underground Structures: Contractor at its own expense shall locate any pipes, conduits or other underground structures or obstructions which are in the way of the construction, whether or not any work plans omit to show or purport to show their locations. All such property damaged during the work shall be repaired by Contractor in a manner satisfactory to Owner.

10. Duty of Safe Performance: Contractor shall always take all reasonable precautions to protect all persons and property, including property of Owner from injury arising out of the performance of the work. Contractor shall make such inspections, safety checks, and tests, and

shall provide such equipment, personnel, and supervision as is necessary to ensure the safe performance of the work.

11. Defects in Work: Contractor shall correct at its expense all defects and deficiencies in the work which result from labor or material furnished by Contractor, workmanship, or failure to follow the plans, drawings, RUS/Industry standards, or other specifications made a part of this Contract, which are discovered within one (1) year from the date the work is accepted. Acceptance of the work by Owner shall not constitute a waiver or any such defects deficiencies. Owner shall notify Contractor in writing of any defects and deficiencies and if Contractor has failed to remedy or make arrangements satisfactory to Owner to remedy such defects and deficiencies within twenty (20) days thereafter, Owner may remedy such defects and deficiencies and the Contractor shall pay Owner the cost of making such corrections.

It shall be the duty of Contractor to inspect all material used in the performance of the work, whether furnished by Owner. Contractor shall not use any defective material in the performance of the work.

Contractor shall reimburse Owner or shall replace at no cost to Owner any material or property destroyed, damaged, or lost, regardless of cause, in the performance of the contract

12. Completion on Contractor's Defaults: If default shall be made by Contractor in the performance of any of the terms of this Contract, Owner, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon Contractor a written notice requiring Contractor to cure such default immediately. Unless within twenty (20) days after the service of such notice upon Contractor such default shall be cured or arrangements for said cure satisfactory to Owner have been made by Contractor, Owner may take over the construction of the Project and prosecute the same to completion by contract or otherwise for the account and at the expense of Contractor, and Contractor shall be liable to Owner for any cost or expense in excess of the contract price occasioned thereby. In such event Owner may take possession of and utilize, in completing the construction of the Project, any materials, tools, supplies, equipment, appliances, and plant belonging to Contractor which may be at the Project site. Owner in such contingency may exercise any rights, claims, or demands which Contractor may have against third persons in connection with this Contract and for such purpose Contractor does hereby assign, transfer, and set over unto Owner all such rights, claims, and demands.

13. Indemnification: Contractor agrees to indemnify and hold harmless Owner from any and all claims, actions, or causes of action to the extent the claimed loss or damage arises out of Contractor's negligent performance or nonperformance of work herein contracted to be done whether such claims, actions, or causes of action are alleged to be the results of any act or omission of Contractor, its subcontractors, agents, servants, employees, or any or all of them and regardless of the fact that the work may have been completed and accepted by Owner and regardless of the fact Contractor may have received payment for work. Owner shall promptly notify Contractor in writing of any such claims, actions, or causes of action and give Contractor full opportunity and authority to assume the sole defense and settlement thereof. Owner shall furnish to Contractor upon request all information available to Owner for defense against any claim, action, or cause of action. Contractor's liability under this indemnity shall not exceed the value of the Contract except for those claims involving personal injury or tangible property damage.

14. Miscellaneous: Contractor has made a careful examination of the site of the Project and conditions which may affect work under this Contract.

Contractor will build the outside plant facilities under the Contract on rights-of-way provided by Owner including, where directed by Owner, rights-of-way presently occupied by existing facilities of Owner.

Contractor will use no explosive in the performance of work under this Contract without the prior written approval of Owner. All permits necessary for the handling or use of dynamite or other explosives in connection with construction of the Project shall be obtained by and at the expense of Contractor.

Except as otherwise agreed to by Owner, all work shall be performed without interruption to or interference with existing telephone service.

Contractor shall not assign this contract or any part thereof, or enter into any contract with any person, firm, or corporation for performance of Contractor's obligations hereunder, or any part of such obligations, without the approval in writing of the Owner.

15. Nondiscrimination: Owner complies fully with all requirements, in accordance with Federal civil rights law and does not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

16. Headings: The headings of sections contained in this Contract are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of this Contract.

17. Cumulative Remedies: Each and every one of the rights, benefits, and remedies provided to the Parties or any instruments or documents executed pursuant to the Project contemplated herein are cumulative and will not be exclusive of any other of such rights, remedies, or benefits allowed by law or equity.

18. Counterparts: This Contract may be executed and delivered in as many counterparts as may be required, and a facsimile copy or electronic mail copy (including in PDF format) of an executed counterpart will constitute the same as execution and delivery of the original of such executed counterpart. All counterparts will collectively constitute a single agreement.

19. Severability: If any provision of this Contract will, for any reason, be held violative of any applicable law, the invalidity of such specific provision herein will not be held to invalidate any other provision in this Contract, which will otherwise remain in full force and effect.

20. Governing Law: The rights and obligations of the Parties to this Contract shall be construed in accordance with the laws of the State of Mississippi without giving effect to its choice of law rules.

21. No Third-Party Beneficiaries: Nothing in this Contract creates or will be deemed to create any third-party beneficiaries. This Section shall survive termination or expiration of this Contract.

22. Confidentiality: This Contract, all of its terms and conditions, all exhibits attached hereto, as well as proprietary information disclosed by either Party hereto to the other in connection with this Contract, shall be maintained in confidence and shall not be disclosed to third parties, and each Party shall protect any information received from the other with the same decree of care accorded its own proprietary information.

Notwithstanding the foregoing, the Parties may disclose the Contract to those individuals within their entity or working with their entity, including but not limited to contractors, attorneys, subject-matter experts, and the like, with a need to know. All individuals to whom this Contract or its contents are disclosed shall be made aware of and required to comply with the restrictions contained in this Section 22.

The provisions of this Section 22 shall continue in effect for the entirety of the relationship between the Parties and shall survive termination of this Contract.

23. Subcontractors: The Contractor shall perform directly, without subcontracting, no less than fifty-one percent (51%) of the labor required for the construction of the Project, to be calculated on the basis of that portion of the contract price constituting total labor costs of the Project. If a sub-contractor is to be used on the project, RUS Form 282 must be submitted to Owner and approved before any work by the subcontractor commences. If the Contractor, with the consent of the Owner, shall enter into a subcontract with any subcontractor for the performance of any part of this contract, the Contractor shall be fully responsible to the Owner for the acts and omissions of such subcontractor and of persons employed by such subcontractor as the Contractor would be for its own acts and omissions and those of persons directly employed by it.

24. Ownership and Possession: The Project, from the commencement of work to completion of construction, or to such earlier date or dates when the Owner may take possession and control in whole or in part as hereinafter provided shall be under the charge and control of the Contractor and during such period of control by the Contractor all risks in connection with the construction of the Project and the materials to be used therein shall be borne by the Contractor.

25. Bid Guarantee (Bid Bond): A bid guarantee from each bidder equivalent to **five percent of the bid price**. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

26. Performance Bond:) A performance bond on the part of the contractor for **100 percent of the contract price**. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

27. Payment Bond: A payment bond on the part of the contractor for **100 percent of the contract price**. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

28. Breach of Contract: If default shall be made by the Contractor or by any subcontractor in the performance of any of the terms of this Contract, the Owner, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Contractor and the surety or sureties upon the Contractor's Bond or Bonds a written notice requiring the Contractor to cause such default to be corrected forthwith. Unless within twenty (20) days after the service of such notice upon the Contractor such default shall be corrected or arrangements for the correction thereof, satisfactory to both the Owner and the Administrator, shall be made by the Contractor or its surety or sureties, the Owner may take over the construction of the Project and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor, and the Contractor and its surety or sureties shall be liable to the Owner for any cost or expense in excess of the contract price occasioned thereby. In such event the Owner may take possession of and utilize, in completing the construction of the Project, any materials, tools, supplies, equipment, appliances, and plant belonging to the Contractor or any of its subcontractors, which may be situated at the site of the Project. The Owner in such contingency may exercise any rights, claims or demands which the Contractor may have against third persons in connection with this Contract and for such purpose the Contractor does hereby assign, transfer, and set over unto the Owner all rights, claims, and demands.

29. Termination For Convenience: The owner reserves the right to end the contract at any time that is convenient for the owner even if the contractor is not negligent. The contractor will be compensated for any work that has been performed before the contract termination date.

30. Procurement Of Recovered Materials: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

31. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment.:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications

equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

32. Domestic Preferences For Procurements.:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as

polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and
lumber.

CONTRACTOR

SIGN: _____

NAME: _____

TITLE: _____

DATE: _____

UPLINK, LLC

SIGN: _____

NAME: _____

TITLE: _____

DATE: _____

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING- REQUIRED FOR CONTRACTS OVER \$100,000

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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Attachment A

Construction Units					
Units	No. of Units	Unit Price		Extended Price	
		Labor	Materials	Labor	Labor and Materials
BFO24MI	89,292	\$ -	Owner Furnished	\$ -	
BFO48MI	780	\$ -	Owner Furnished	\$ -	
BFO96MI	68,180	\$ -	Owner Furnished	\$ -	
CO 96M	1,323	\$ -	Owner Furnished	\$ -	
BFO_V(2)1.25	15,718	\$ -	Owner Furnished	\$ -	
BFO_V(3)1.25	14,289	\$ -	Owner Furnished	\$ -	
BM60(1)(0.6")	402	\$ -	Owner Furnished	\$ -	
BM60(2)(1.25")	17,025	\$ -	Owner Furnished	\$ -	
BM60(3)(1.25")	59,191	\$ -	Owner Furnished	\$ -	
BM51(4)50'	91	\$ -	Owner Furnished	\$ -	
BM51(8)50'	3	\$ -	Owner Furnished	\$ -	
BM51(4)250'	24	\$ -	Owner Furnished	\$ -	
BM51(8)250'	4	\$ -	Owner Furnished	\$ -	
BM51(4)500'	5	\$ -	Owner Furnished	\$ -	
BM51(8)1000'	1	\$ -	Owner Furnished	\$ -	
BM53F	115	\$ -	Owner Furnished	\$ -	
BM-2(5/8"x8")	107	\$ -	Owner Furnished	\$ -	
BHF(19x14x12)	112	\$ -	Owner Furnished	\$ -	
BHF(30x17x24)	142	\$ -	Owner Furnished	\$ -	
BHF(10")	16	\$ -	Owner Furnished	\$ -	
BM100	16	\$ -	Owner Furnished	\$ -	
PM60	10	\$ -	Owner Furnished	\$ -	
BPEO SIZE 0	153	\$ -	Owner Furnished	\$ -	
BPEO SIZE 1.5	15	\$ -	Owner Furnished	\$ -	
HO-1	1,958	\$ -	Owner Furnished	\$ -	
HO-4(1x32)	15	\$ -	Owner Furnished	\$ -	
PE1-2 (Down Gu	4	\$ -	Owner Furnished	\$ -	
PF3-3 (Anchor)	4	\$ -	Owner Furnished	\$ -	
PM11	4	\$ -	Owner Furnished	\$ -	
BM81	2	\$ -	Owner Furnished	\$ -	
				\$ -	

Attachment B
SPECIAL UNIT
DESCRIPTIONS

SECTION BFO

The BFO assembly unit shall include all necessary labor and material for pipeline crossings. The cable shall be installed to the owner and pipeline company excavation, encasement and depth separation requirements.

The Engineer shall determine all requirements, including physical construction, maximum dispersion and attenuation, frequency and bandwidth requirements. OTDR pictures at 1310 and 1550 nm indicating compliance with engineer's specifications are required.

Fibers to be spliced are to be verified with a fiber talk set or fiber light meter and light source.

"I" Suffix is buried cable to be installed inside a duct placed by the contractor. The placement of the duct will be compensated under other units (BM60()).

"M" Suffix is micro-duct fiber.

"V(X)" Suffix represents one or more vacant ducts specified by the Engineer in the Explanatory Notes to be placed simultaneously in the same plow slot or trench. Specify all cables and duct within parentheses () with every succeeding cable or duct on the following next line. The first value in the V suffix parentheses must indicate the number of ducts by the second value specifying the inside diameter of the ducts in inches or millimeters. If cable is to be pulled into this duct as part of the construction then, cable placement must be compensated under the BFO work units suffixed "I".

BHF(XXX) FIBER OPTIC HANDHOLE ASSEMBLY UNIT

This unit consists of the labor and material required to install one owner furnished hand hole. While the owner is furnishing the hand hole itself, the contractor is responsible for furnishing the remaining miscellaneous material as reflected on the BHF(30X17X24), & BHF(19X14X12), drawings. A "SL" suffix reflects a split lid on the hand hole. The split lid hand hole is to have a 3' X 12" border of washed pea gravel or crushed stone around to top of the hand hole.

"T" suffix is traffic rated.

All hand holes are to be placed in the back of the right of way.

COXX(XX)

This unit consists of one (1) foot (0.305 m) of aerial filled fiber optic cable in place including supporting messenger of galvanized steel strand, lashing wire, attachments to strand, bonding of the armor (when present) and strand in accordance with the Construction Sheets.

COXX

This unit consists of one (1) foot (0.305 m) of aerial filled fiber optic slack cable.

BM51(X)

Fiber Optic Pre-connectorized Multiport Terminal Assembly Unit – Consists of the necessary labor and material to install a fiber optic pre-connectorized multiport terminal from a distribution enclosure to a handhole or buried plant housing. This unit includes the installation of the stubbed fiber cables, multiport terminal, and the necessary cable work and hardware to secure and install the unit. In the parentheses, the number of ports must be indicated first by the length of the cable stubs in feet. Installation of the buried plant enclosures and any splicing of the stubbed fiber optic cables must be compensated under separate units.

BM60()

This unit consists of labor and material to place one lineal foot each of pipe. Where more than one pipe is being placed each pipe is to be of a different color. This unit shall also include any pipe and locate wire connections as required. This unit also includes all labor and material for placing this duct; insuring duct is open, and clear, which includes pulling or blowing a test 1" X 4" mandrel through these ducts if necessary. All other RUS requirements of the BM60 unit shall apply. Foam or duct seal the ends of all occupied conduit. Foam or duct seal the ends of all vacant duct.

All bores shall be between 4' and 8' deep. Any additional depth is to be **APPROVED** by the inspector before placement.

BM100

This unit consists of labor and material to place one lineal foot each of locate wire.

BMTAIL(XX)

This unit shall include the labor to place an owner furnished fiber optic pigtail between a splice kit in a hand hole, through conduit (all separately specified) and into an existing remote cabinet. The number in parenthesis reflects the number of fiber strands in the tail. This unit is on a per foot basis.

HBFOXX

This unit consists of the installation of an owner furnished fiber optic splice kit. Where a test station is called for, the ground wire(s) shall be a 6 gauge solid conductor ground wire and are to be terminated to the appropriate grounding lugs on the outside of the kit. All ground wires should be of adequate length to reach from the top of the locate post to center of the fiber optic coil inside the hand hole. Where a test station is not called for the contractor is to furnish and install a braided ground strap inside the splice kit to connect the cable shields for continuity. All ground wires shall be labeled and tagged with direction of office, field, tap, etc.

The XX at the end of the unit name reflects the fiber size being placed in the kit.

The owner will furnish the splice kits, grommets, and hardware/bracket to mount the kit to the aerial strand. The contractor is responsible for the ground wire and miscellaneous hardware. All other RUS requirements of the HBO

unit shall apply.

HO1 FIBER OPTIC SPLICING ASSEMBLY UNITS

This unit consists of all labor and material necessary to splice and test one (1) fiber according to manufacturer's practices. The test shall be an end-to-end test of each fiber, consisting of OTDR pictures at 1310 and 1550 nm taken from the office (C.O. or remote). Test data to be delivered to the Engineer shall include measured loss of each

fiber end to end, through each cable section, and at each splice. Average splice loss shall not exceed 0.2 db at 1310nm. Fibers are to be tested from the appropriate remote or office where a connector is available. Test results shall be provided to engineer on a cd or flash drive in PDF format.

Terminated fibers are to be verified with a fiber light meter. The receiving power must be between -28 dbm and -8 dbm on each fiber. All cables wires shall be labeled and tagged with direction of office, field, tap, etc.

All fiber leaving a central office or an LCP are to be tested. If a 96 fiber leaves the LCP but only the first 72 are spliced into the LCP tail, then those 72 are tested from inside the LCP and the remaining 24 fibers are tested from the hand hole outside of the LCP.

OTDR testing is to take place AFTER all splicing has been completed for a given serving area, not before.

On the OTDR testing, the reports provided to UPLINK should be clear and concise as to the location of the testing, what fibers are being tested and the span that's being tested.

The "From" and "To" fields on the report should be filled in using the route/terminal information.

PM60 AERIAL SLACK ORGANIZER ASSEMBLY UNIT

This unit consists of the necessary labor and material required to furnish and install one aerial fiber slack organizer (snowshoe). This includes all incidental material necessary for the installation.

Bonds: The contractor is to attach the bonds and torque them to 40 in/lbs. specs.

Locates: It is the contractor's responsibility to call in any locates of existing utilities. In the case of the existing telephone cable owned by UPLINK, the contractor is responsible for the actual locating of UPLINK facilities. After location is complete, the contractor is to reattach the bonds and torque them to 40 in/lbs. specs. UPLINK will assist the contractor as necessary with any difficult or questionable locates.

Attachment C

Assurances: *Equal Employment Opportunity.* Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319](#), [12935](#), [3 CFR Part 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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 awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205)

Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C §§1271 et seq.) related to protecting components of potential components of the national wild and scenic rivers system.

Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C §470), EO 11593 (identification and protection of historic properties), and the Archaeological and historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

Will comply with the requirements of Section 106(g) of the Trafficking Victims Protections Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients of a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

DAVIS-BACON ADDENDUM

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

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

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

(2) The classification is utilized in the area by the construction industry; and

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

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

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

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

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

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

may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

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

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the RUS if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the RUS. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the RUS if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the RUS the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

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

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

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

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

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of [title 18 and section 231](#) of title 31 of the United States Code.

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

(4) Apprentices and trainees--

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

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

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

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

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

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the RUS may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 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.

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

(10) Certification of eligibility.

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

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

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

Date _____

Date _____

Legal Name of Owner

Legal Name of Contractor

By _____

By _____

Title

Title

Prevailing Wage Table for Tunica and Coahoma Counties – Davis Bacon requirements

<https://sam.gov/wage-determination/>

Using heavy construction category

County	Power Equipment Operators (Backhoe/Excavator/Trackhoe) – Prevailing Wage for Drill or Plow Operators	General Laborer – Prevailing Wage for Box or Bore Pit Labor	Electrician – prevailing wage for Splicers
Coahoma Davis-Bacon Act WD#MS20240073	\$16.20 (fringes 1.71) Total per hour \$17.91	\$17.20 (minimum rate for laborers in 2024)	21.09 (fringes 7.61) Total per hour \$28.70
Tunica Davis-Bacon Act WD#MS20240062	\$17.01 (fringes 0.00) Total per hour \$17.01	\$17.20 (minimum rate for laborers in 2024)	29.20 (fringes 6.68+1.5%+8%) Total per hour \$28.41

Davis Bacon Report Template

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. Dec. 2008

OMB No.:1235-0008
Expires: 07/31/2024

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING DEDUCTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK		
							OT OR ST	HOURS WORKED EACH DAY	FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS			
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

Support for prevailing wage in Tunica and Coahoma Counties

"General Decision Number: MS20240073 01/05/2024

Superseded General Decision Number: MS20230073

State: Mississippi

Construction Type: Heavy
HEAVY CONSTRUCTION PROJECTS

Counties: Attala, Bolivar, Coahoma, Grenada, Holmes, Leflore, Montgomery, Panola, Quitman, Sunflower, Tallahatchie, Washington and Yalobusha Counties in Mississippi.

HEAVY CONSTRUCTION PROJECTS EXCLUDING FLOOD CONTROL

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

IRON0469-001 06/01/2017

	Rates	Fringes
IRONWORKER (STRUCTURAL).....	\$ 21.00	8.81

SUMS2015-039 04/03/2017		

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 16.78 **	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Water Sewer Lines.....	\$ 14.95 **	0.00
ELECTRICIAN.....	\$ 21.09	7.61
IRONWORKER, REINFORCING.....	\$ 18.50	0.00
LABORER: Common or General, Includes Water Sewer Lines.....	\$ 11.27 **	1.71
LABORER: Pipelayer, Includes Water Sewer Lines.....	\$ 13.29 **	1.88
OPERATOR: Backhoe/Excavator/Trackhoe, Includes Water Sewer Lines.....	\$ 16.29 **	1.71

OPERATOR: Bulldozer, Includes
Water Sewer Lines.....\$ 16.31 ** 0.00

TRUCK DRIVER: Dump Truck,
Includes Water Sewer Lines.....\$ 11.66 ** 0.00

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

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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:

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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:

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

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END OF GENERAL DECISION"

"General Decision Number: MS20240062 01/05/2024

Superseded General Decision Number: MS20230062

State: Mississippi

Construction Type: Heavy
HEAVY CONSTRUCTION PROJECTS

Counties: Benton, De Soto, Marshall, Tate and Tunica Counties
in Mississippi.

HEAVY CONSTRUCTION PROJECTS EXCLUDING FLOOD CONTROL

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>.

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01/05/2024

ELEC0903-007 01/01/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 29.20	6.68+1.5%+8%

SUMS2015-027 04/03/2017		

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 16.45 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.36 **	0.00
IRONWORKER, REINFORCING.....	\$ 20.63	0.00
IRONWORKER, STRUCTURAL.....	\$ 19.00	0.00
LABORER: Common or General, Includes Water Sewer Lines.....	\$ 14.29 **	0.00
LABORER: Pipelayer, Includes Water Sewer Lines.....	\$ 12.75 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.63 **	1.37
OPERATOR: Bulldozer.....	\$ 18.85	1.18
OPERATOR: Crane.....	\$ 22.41	4.66
TRUCK DRIVER: Dump Truck, Includes Water Sewer Lines.....	\$ 16.03 **	0.95

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including

their agencies, are a party.

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)).

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END OF GENERAL DECISION"