



A Limited Liability Holding Company
101 RJ Corman Drive • PO Box 788 • Nicholasville, KY 40340-0788
(859) 881-7521 • Fax: (859) 885-7804 • www.rjcorman.com

5/12/2020

Please submit all inquiries and bids to:
Bradley McLennan, Funded Projects Administrator
bradley.mclennan@rjcorman.com, 859-881-2352 phone

R. J. Corman Railroad Company / Pennsylvania Lines has received a grant from the Pennsylvania Department of Transportation under their Rail Transportation Assistance Program (RTAP).

R.J. Corman Railroad Company / Pennsylvania Lines invites you to bid on the following items:

- **Asphalt Paving Bid** - **Various Locations - See List**
 - Require pricing PER TON based on list included with invitation – 120 tons. Estimated 80 tons base and 40 tons surface.
 - Require 6” - 8” compaction at each crossing in three separate compacted lifts (2 base 2-3 inches each and a surface lift). All lifts compacted with a vibratory roller.
 - Must be able to key edge where determined.
 - RJ Corman intends to make a flush saw cut at each crossing but reserves the right to request paving contractor to mill and sweep if conditions so require. Please include pricing as a separate line item on a per foot basis for this portion.
 - Require supplier to provide Pennsylvania state approved mixes and design criteria for both surface and base mixes.
 - Pennsylvania Publication 408 applies – Section 309 for HMA base and Section 409 for HMA Wearing.
 - The Subcontractor must comply with 49 CFR Part 219, Control of Alcohol and Drug Use: Coverage of Maintenance of Way (MOW) and Retrospective Regulatory Review-Based Amendments which become into effect June 12, 2017. (See Attachment C)
 - **Pennsylvania Prevailing wage rates do apply.** The work performed under this Agreement by laborers, mechanics and apprentices employed by any contractor or subcontractor is subject to the Pennsylvania Prevailing Wage Act, Act of August 15, 1961, P.L. 987, as amended, 43 P.S. §§ 165-1 - 165-17, and all such workmen shall be paid the prevailing minimum wage as determined by the Department of Labor and Industry. All contractors and subcontractors employing workmen under this Agreement shall comply with the provisions of the Pennsylvania Prevailing Wage Act and its regulations, including the conditions, provisions, and requirements set forth in 34 Pa. Code Chapter 9, Subchapter E, including required Project specifications, provided nothing in this paragraph is intended to require the payment of prevailing wages to employees of the Grantee. (See Attachment E)

- **Signage Bid** - **Various Locations – See List**
 - Require pricing PER LOCATION based on crossings per list included with invitation.
 - Require supplier to provide Pennsylvania State approved MOT plans for each public crossing with adequate detours to accompany pricing matrix.
 - Require supplier to provide delivery and pickup of signage at designated locations per MOT plans.
 - A standard template of two type III barricades and advance warning signs will suffice for each private crossing.
 - Please include pricing for MOT plans as a separate line item from delivery/pickup.

Additional Requirements:

- Subcontractor must comply with “Provisions Concerning the Americans with Disabilities Act” and “Nondiscrimination/Sexual Harassment Clause”. (See Attachment A & B)
- Will be required to enter into a Subcontractor Agreement. (See Attachment D)
- Anticipated start date of June 2020.
- RJ Corman reserves the right to reject any or all bids.

R. J. Corman Railroad/Ashland, LLC • R. J. Corman Railroad Company/Allentown Lines, Inc. • R. J. Corman Railroad Company/Bardstown Line
R. J. Corman Railroad Company/Carolina Lines, LLC • R. J. Corman Railroad Company/Central Kentucky Lines, LLC • R. J. Corman Railroad Company/Cleveland Line, Inc.
R. J. Corman Railroad Company/Nashville & Eastern Line • R. J. Corman Railroad Company/Nashville & Western Line • Old Hickory Transload, LLC • Transit Solutions Group, LLC
R. J. Corman Railroad Company/Memphis Line • R. J. Corman Railroad Company/Pennsylvania Lines, Inc. • R. J. Corman Railroad Company/Tennessee Terminal, LLC
R. J. Corman Railroad Company/Texas Lines, LLC • R. J. Corman Railroad Company/Western Ohio Line, Inc. • R. J. Corman Railroad Company/West Virginia Line

Bids due by 5/25/2020 at 5PM EST
Reference Project: 2018 RTAP Asphalt Paving and Traffic Control
Please hold quotes valid for 90 days

The selected vendor will be required to provide their Commonwealth Vendor Number for Pennsylvania and to be registered with the Commonwealth Vendor Management Unit.

How do I find out if I have a Vendor Number? Contact Customer Services Call Center at (877) 435-7363 (toll free), option 1.

Complete registration by going to: <https://pasupplierportal.state.pa.us/irj/portal/anonymous>

Vendor must provide certificate of insurance with the following coverage:

- Commercial General Liability coverage at their sole cost and expense with limits of not less than \$1,000,000 in combined single limits for bodily injury and/or property damage per occurrence. Policy should not have any exclusion for work being done within 50' of a railroad track.'
- If subcontractor's insurance does not have railroad liability coverage a Railroad Protective Liability policy must be purchased with limits of \$2,000,000.00 per occurrence and \$6,000,000.00 aggregate naming R.J. Corman Railroad Company, LLC as the insured.
- Statutory Worker's Compensation and Employers Liability Insurance
- Commercial automobile liability insurance with limits of not less than \$500,000 combined single limit for bodily injury and/or property damage per occurrence.
- Such policies shall designate RJ Corman Railroad Company/Pennsylvania Lines as an additional insured.

Crossing Location

<u>DOT#</u>	<u>RR MP</u>	<u>Type</u>	<u>Road Name</u>	<u>County</u>
528123Y	6.81	Private	Power Plant Drive	Clearfield
970113G	18.51	Public	Coudley Station Rd.	Clearfield
528128H	18.54	Public	Deer Creek Rd.	Clearfield

PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT*

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and

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subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
9. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.



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The Federal Railroad Administration (FRA) recently revised its drug and alcohol testing rule (49 CFR Part 219) to cover railroad employees and contractors (including subcontractors) whose employees perform Maintenance of Way (MOW) work. Pursuant to Part 219, a MOW employee is defined as a Roadway Worker, which the FRA has determined shall include:

Any employee of a railroad, or of a contractor to a railroad, whose duties include inspection, construction maintenance or repair of railroad track, bridges, roadway, signal and communication systems, electric traction systems, roadway facilities or roadway maintenance machinery on or near track or with the potential of fouling a track, and flagmen and watchmen/lookouts as defined in this section

You are receiving this letter because our records indicate that your employees, which may include employees of your subcontractors, perform maintenance of way work for one or more of the operating subsidiaries of R. J. Corman Railroad Group, LLC (collectively "R. J. Corman") under conditions making them subject to Part 219. The regulation can be found in the Federal Register at the following citation: 81 Federal Register 37894 (June 10, 2016) or <https://www.federalregister.gov/d/2016-13058>.

The revised Part 219 becomes effective on June 12, 2017. After that date, RJC will only be able to utilize contractors and subcontractors who have complied with Part 219 to perform MOW work.

Contractors whose employees perform MOW work are required to conduct post-accident, reasonable suspicion, reasonable cause, and random drug and alcohol testing of employees who perform MOW works for RJC. You should review Part 219 to become familiar with all the requirements, but please note the following:

- Before an employee can be assigned to perform MOW work for RJC, the contractor must verify to RJC that the employee has a negative DOT drug test on file with the contractor: and
- A contractor whose employees perform MOW work for RJC must have a compliance program (including a random drug and alcohol testing program) that meets the requirements of the regulation. A contractor can choose to establish its own program or contract with a consortium to administer its program. FRA has developed model drug and alcohol plans. The model program for contractors is currently available on the FRA web site.
- Keep in mind that your subcontractors whose employees perform MOW work for RJC must also meet the requirements of Part 219. R. J. Corman will ask that you submit a list of subcontractors that you would like to use to perform MOW work for, or on behalf of, R. J. Corman.

SUBCONTRACT AGREEMENT

THIS AGREEMENT made _____, 20__ by and between R.J. CORMAN RAILROAD COMPANY/PENNSYLVANIA LINES, LLC (“CONTRACTOR”), with an address of PO Box 788, Nicholasville, KY 40340 and _____ (“SUBCONTRACTOR”), with an address of _____

WHEREAS, CONTRACTOR has entered into a contract (“the “Contract”) with the Pennsylvania Department of Transportation, to perform, primarily through its own forces, certain rehabilitation and improvements on its right-of-way through the grant of Rail Transportation Assistance Program “RTAP” (the “Project”).

WHEREAS, CONTRACTOR desires to contract with SUBCONTRACTOR for SUBCONTRACTOR to provide all equipment, labor, materials, supplies, and supervision to complete a portion of the Project in accordance with the plans, specifications and requirements of the Contract and more particularly to the Scope of Work set out below.

WHEREAS, SUBCONTRACTOR desires to contract with CONTRACTOR for SUBCONTRACTOR to provide all equipment, labor, materials, supplies, and supervision to complete a portion of the Project in accordance with the plans, specifications and requirements of the Contract and more particularly to the Scope of Work set out below.

NOW THEREFORE, the parties hereto agree as follows:

1. SCOPE OF WORK:

The Scope of Work (the “Work”) to be performed by SUBCONTRACTOR is _____ . All Work and material installation is to be performed in accordance with the Contract and CONTRACTOR’S Invitation to Bid (ITB), a copy of which is Exhibit A and is made part of this Agreement.

2. PAYMENT TERMS:

CONTRACTOR shall pay the undisputed portions of each of SUBCONTRACTOR’S invoices with required deliverables within 30 days of receipt of same. All payments will be based upon the applicable unit quantity rates or lump sum amount set out in SUBCONTRACTOR’S Bid made in response to CONTRACTOR’S Invitation to Bid, a copy of which is Exhibit B and is made part of this Agreement, provided, however that the total amount payable under this Agreement shall not exceed the bid.

3. SCHEDULE OF WORK:

4. WARRANTY:

4.1 CONTRACTOR warrants for the longer of CONTRACTOR’S warranty under the Contract or a period of one year following the date of acceptance of the Project, that the Work will comply with the requirements set forth in the Contract and related plans, that all workmanship, fabrication, material, installation and erection will be free from defects, of merchantable quality, and, for materials furnished by SUBCONTRACTOR which the Contract does not specify by product name and/or manufacturer, suitable for the intended purpose.

4.2 All workmanship, fabrication, material and installation which breaches this warranty will be repaired, replaced or otherwise corrected by SUBCONTRACTOR at the work site or at such location

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as may be designated by CONTRACTOR without any cost or expense to CONTRACTOR within 30 days from notice to SUBCONTRACTOR of such breach.

5. SAFETY AND REGULATORY COMPLIANCE:

All services provided by SUBCONTRACTOR shall be in compliance with all applicable state and federal laws and regulations. Personal protective equipment, including but not limited to, safety glasses, hardhats, steel toed boots and reflector vests must be worn by all personnel on the Project site as required by said laws and regulations. SUBCONTRACTOR must be FRA Qualified – 49 CFR Part 214, Railroad Workplace Safety.

6. CLEAN UP:

SUBCONTRACTOR shall remove all trash, debris, scrap, packing, shipping and similar materials generated by but not incorporated into the Work each day before leaving the Project site. All such materials not removed within 24 hours following notice to do so is given to SUBCONTRACTOR by CONTRACTOR will be removed by CONTRACTOR at the cost of and charged to SUBCONTRACTOR.

7. INSURANCE:

SUBCONTRACTOR shall maintain the following insurance and shall also be fully compliant with all applicable Workers Compensation requirements:

- i. Worker's Compensation Insurance as required by law.
- ii. Automobile liability insurance in the amount of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) per occurrence; and
- iii. Commercial General Liability insurance in the amount of ONE MILLION AND NO/100 (\$1,000,000.00) per occurrence, with no exclusion of railroad liability, contractual or otherwise, from its coverage.
- iv. R.J. Corman Railroad Company shall be named as an additional insured.
- v. If SUBCONTRACTOR'S insurance does not have railroad liability coverage a Railroad Protective Liability policy must be purchased with limits of TWO MILLION AND NO/100 (\$2,000,000.00) per occurrence and SIX MILLION AND NO/100 (\$6,000,000.00) aggregate naming R.J. Corman Railroad Company, LLC as the insured.

SUBCONTRACTOR will be required to provide proof of insurance.

8. INDEMNIFICATION:

SUBCONTRACTOR will defend, indemnify and hold harmless CONTRACTOR from and against any and all loss, cost, expense, claim and liability (including but not limited to attorney's fees) resulting from the loss of life or personal injury to any person or loss of or damage to any property arising from, incident to or occurring in connection with the performance of the Work by SUBCONTRACTOR., excepting only such claims as are based in whole or in part on CONTRACTOR'S gross negligence or willful wrongful act or omission.

9. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS:

SUBCONTRACTOR will comply with all applicable federal, state, and local laws in the conduct of the Work. SUBCONTRACTOR is fully and solely responsible for payment of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all persons and entities engaged by SUBCONTRACTOR in the performance of the Work.

10. CONTROL OF ALCOHOL AND DRUG USE:

SUBCONTRACTOR shall comply, and shall be fully and solely responsible for compliance by all individuals present on the Project site by or through engagement by SUBCONTRACTOR, with all applicable state and federal statutes and regulations in any manner relating to drug or alcohol use before or during presence on the Project site, including, but not limited to 49 CFR Part 219 including

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Retrospective Regulatory Review-Based Amendments which came into effect June 12, 2017 and all regulations of similar purpose and import, as then currently enforced and applied.

11. DISCRIMINATION:

Discrimination in employment (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability) is prohibited. SUBCONTRACTOR agrees that, in connection with any aspect of the performance of the Work:

- i. SUBCONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. SUBCONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBCONTRACTOR will post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- ii. SUBCONTRACTOR will, in all solicitations or advancements for employees placed by or on behalf of SUBCONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. SUBCONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with SUBCONTRACTOR'S legal duty to furnish information.
- iv. SUBCONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by USDOT contracting officer, advising the labor union or workers' representative of the SUBCONTRACTOR'S commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. SUBCONTRACTOR will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. SUBCONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of SUBCONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and SUBCONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order

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No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- viii. Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 CFR § 35.101 et seq., SUBCONTRACTOR understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, SUBCONTRACTOR agrees to comply with the "General Prohibitions Against Discrimination," 28 CFR § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by CONTRACTOR.

12. PENNSYLVANIA PREVAILING WAGE ACT:

SUBCONTRACTOR recognizes and acknowledges that the Work, and SUBCONTRACTOR'S performance of the same is subject to Pennsylvania Prevailing Wage Act, Act of August 15, 1961, P.L. 987, as amended, 43 P.S. §§ 165-1 - 165-17, and all such workmen shall be paid the prevailing minimum wage as determined by the Department of Labor and Industry. The Rates and provisions are included in Exhibit A and made part of this agreement. SUBCONTRACTOR must mail weekly, following each pay period for its employees, certified payroll documents for that pay period to: R.J. Corman Railroad Company, LLC, Attn: Jimmy Kelley, PO Box 788, Nicholasville, KY 40340.

13. TERMINATION:

This Agreement may be terminated by either party upon fifteen (15) days written notice of termination in the event of either party's default of the terms of this Agreement.

14. INDEPENDENT CONTRACTOR:

Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture or employment relationship between CONTRACTOR and SUBCONTRACTOR. Neither CONTRACTOR nor SUBCONTRACTOR shall be liable, except as otherwise expressly provided in this Agreement, for any obligations or liabilities incurred by the other. Notwithstanding any other provision in this Agreement, SUBCONTRACTOR is solely responsible for the conduct of its operations and employees and CONTRACTOR shall have no right to control or supervise any of SUBCONTRACTOR'S operations or employees.

15. CHANGES:

Changes to the Work shall be made only by written Change Order, executed by both CONTRACTOR and SUBCONTRACTOR, and any change in SUBCONTRACTOR'S compensation by reason of any change in the Work shall be as stated in the Change Order directing that change.

16. BINDING EFFECT:

This Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and personal representatives.

17. SEVERABILITY:

If any provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall not be affected thereby.

18. LIENS

SUBCONTRACTOR shall promptly pay all further SUBCONTRACTORS, and CONTRACTOR may require proof of such payment and/or lien waivers as a condition of making any payment which would otherwise be payable to SUBCONTRACTOR under this Agreement. At CONTRACTOR'S option, CONTRACTOR may pay any of SUBCONTRACTOR'S further SUBCONTRACTORS who remain unpaid

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and deduct the amount of any such payment(s) from any payments which would otherwise be payable to SUBCONTRACTOR under this Agreement.

19. PROJECT RECORDS

SUBCONTRACTOR will permit CONTRACTOR and any state or federal agency providing funding for the Project to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit all books, records, and accounts pertaining to the Project including books, documents, papers, accounting records, and such other evidence either in hard copy or electronic form as may be appropriate to substantiate costs incurred under this Agreement. Further, SUBCONTRACTOR shall make such materials available at its office at all reasonable times during the contract period, and for three (3) years respectively or until all audit exceptions have been resolved, whichever is longer, from the date of final payment under this project specific Agreement, for inspection and audit by any such agency SUBCONTRACTOR shall permit any such agency full access to the Project site at all times during which SUBCONTRACTOR has access to the site.

20. GOVERNING LAW:

The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State in which the Project is located and by all federal laws and regulations applicable to the Work or the performance of the same.

IN WITNESS OF WHICH, the parties hereto have executed this Agreement as of the date first set forth above.

Witness:

R.J. CORMAN RAILROAD COMPANY/PENNSYLVANIA LINES, LLC

By: _____

Title: _____

Date: _____

Witness:

[NAME OF SUBCONTRACTOR]

By: _____

Title: _____

Date: _____

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

Project Name:	RJCP 2018 RTAP Asphalt Paving
Awarding Agency:	PennDOT
Contract Award Date:	4/29/2019
Serial Number:	20-03402
Project Classification:	Heavy/Highway
Determination Date:	5/11/2020
Assigned Field Office:	Altoona
Field Office Phone Number:	(814)940-6224
Toll Free Phone Number:	
Project County:	Clearfield County

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

Project: 20-03402 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	8/1/2017		\$34.81	\$24.25	\$59.06
Asbestos & Insulation Workers	8/1/2018		\$35.26	\$24.80	\$60.06
Asbestos & Insulation Workers	8/1/2019		\$36.31	\$25.75	\$62.06
Boilermakers	6/1/2016		\$40.90	\$27.61	\$68.51
Bricklayer (Stone Mason)	12/1/2017		\$29.37	\$19.69	\$49.06
Bricklayer	6/1/2019		\$30.17	\$20.59	\$50.76
Bricklayer	12/1/2019		\$30.65	\$20.81	\$51.46
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2018		\$28.51	\$15.27	\$43.78
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2019		\$29.11	\$15.92	\$45.03
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2020		\$29.93	\$16.39	\$46.32
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2021		\$30.77	\$16.89	\$47.66
Carpenters	6/1/2016		\$27.24	\$14.36	\$41.60
Carpenters	6/1/2017		\$27.93	\$14.79	\$42.72
Cement Mason/Concrete Finisher	6/1/2017	5/31/2018	\$29.52	\$18.39	\$47.91
Cement Mason/Concrete Finisher	6/1/2018	5/31/2019	\$30.27	\$18.99	\$49.26
Cement Mason/Concrete Finisher	6/1/2019		\$31.27	\$19.39	\$50.66
Drywall Finisher	6/1/2017		\$27.30	\$18.31	\$45.61
Drywall Finisher	6/1/2018		\$27.60	\$19.16	\$46.76
Drywall Finisher	6/1/2019	5/31/2020	\$28.60	\$19.66	\$48.26
Drywall Finisher	6/1/2020	5/31/2021	\$29.60	\$20.06	\$49.66
Drywall Finisher	6/1/2021	5/31/2022	\$30.50	\$20.56	\$51.06
Drywall Finisher	6/1/2022		\$31.50	\$21.06	\$52.56
Electricians & Telecommunications Installation Technician	12/23/2017		\$39.76	\$26.44	\$66.20
Electricians & Telecommunications Installation Technician	12/22/2018		\$41.74	\$26.44	\$68.18
Electricians & Telecommunications Installation Technician	12/22/2019		\$44.46	\$26.44	\$70.90
Elevator Constructor	1/1/2018		\$47.22	\$33.00	\$80.22
Glazier	9/1/2017		\$22.50	\$18.85	\$41.35
Glazier	9/1/2019		\$23.55	\$20.80	\$44.35
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2017		\$28.02	\$28.36	\$56.38
Iron Workers	6/1/2018		\$28.97	\$29.07	\$58.04
Iron Workers	6/1/2019		\$29.58	\$30.34	\$59.92
Laborers (Class 01 - See notes)	1/1/2017		\$18.47	\$15.49	\$33.96
Laborers (Class 01 - See notes)	1/1/2018		\$18.47	\$16.49	\$34.96
Laborers (Class 01 - See notes)	1/1/2019		\$19.47	\$17.29	\$36.76
Laborers (Class 01 - See notes)	1/1/2020		\$20.47	\$17.29	\$37.76
Laborers (Class 02 - See notes)	1/1/2017		\$18.62	\$15.49	\$34.11
Laborers (Class 02 - See notes)	1/1/2018		\$18.62	\$16.49	\$35.11
Laborers (Class 02 - See notes)	1/1/2020		\$21.22	\$17.29	\$38.51
Laborers (Class 02 - see notes)	1/1/2019		\$20.22	\$17.29	\$37.51

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

Project: 20-03402 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 03 - See notes)	1/1/2017		\$18.72	\$15.49	\$34.21
Laborers (Class 03 - See notes)	1/1/2018		\$18.72	\$16.49	\$35.21
Laborers (Class 03 - See notes)	1/1/2019		\$20.32	\$17.29	\$37.61
Laborers (Class 03 - See notes)	1/1/2020		\$21.32	\$17.29	\$38.61
Laborers (Class 04 - See notes)	1/1/2017		\$17.47	\$15.49	\$32.96
Laborers (Class 04 - See notes)	1/1/2018		\$17.47	\$16.49	\$33.96
Laborers (Class 04 - See notes)	1/1/2019		\$18.47	\$17.29	\$35.76
Laborers (Class 04 - See notes)	1/1/2020		\$19.47	\$17.29	\$36.76
Landscape Laborer (Skilled)	1/1/2017		\$21.01	\$14.36	\$35.37
Landscape Laborer (Skilled)	1/1/2018		\$21.01	\$15.31	\$36.32
Landscape Laborer (Skilled)	1/1/2019		\$21.44	\$16.08	\$37.52
Landscape Laborer (Skilled)	1/1/2020		\$21.64	\$16.98	\$38.62
Landscape Laborer (Tractor Operator)	1/1/2017		\$21.31	\$14.36	\$35.67
Landscape Laborer (Tractor Operator)	1/1/2018		\$21.31	\$15.31	\$36.62
Landscape Laborer (Tractor Operator)	1/1/2019		\$21.74	\$16.08	\$37.82
Landscape Laborer (Tractor Operator)	1/1/2020		\$21.94	\$16.98	\$38.92
Landscape Laborer	1/1/2017		\$20.59	\$14.36	\$34.95
Landscape Laborer	1/1/2018		\$20.59	\$15.31	\$35.90
Landscape Laborer	1/1/2019		\$21.02	\$16.08	\$37.10
Landscape Laborer	1/1/2020		\$21.22	\$16.98	\$38.20
Marble Finisher	6/1/2015		\$22.55	\$12.79	\$35.34
Marble Mason	12/1/2014		\$19.43	\$10.00	\$29.43
Millwright	6/1/2017		\$39.83	\$18.57	\$58.40
Millwright	6/1/2020		\$41.68	\$20.32	\$62.00
Operators (Class 01 - see notes)	7/1/2017		\$30.17	\$17.42	\$47.59
Operators (Class 01 - see notes)	7/1/2018		\$30.72	\$18.12	\$48.84
Operators (Class 01 - see notes)	7/1/2019		\$31.27	\$18.82	\$50.09
Operators (Class 01 - see notes)	7/1/2020		\$31.87	\$19.57	\$51.44
Operators (Class 01 - see notes)	7/1/2021		\$32.47	\$20.32	\$52.79
Operators (Class 02 -see notes)	7/1/2017		\$26.45	\$17.42	\$43.87
Operators (Class 02 -see notes)	7/1/2018		\$26.75	\$18.12	\$44.87
Operators (Class 02 -see notes)	7/1/2019		\$27.05	\$18.82	\$45.87
Operators (Class 02 -see notes)	7/1/2020		\$27.45	\$19.57	\$47.02
Operators (Class 02 -see notes)	7/1/2021		\$27.85	\$20.32	\$48.17
Operators (Class 03 - See notes)	7/1/2017		\$25.30	\$17.42	\$42.72
Operators (Class 03 - See notes)	7/1/2018		\$25.50	\$18.12	\$43.62
Operators (Class 03 - See notes)	7/1/2019		\$25.70	\$18.82	\$44.52
Operators (Class 03 - See notes)	7/1/2020		\$26.00	\$19.57	\$45.57
Operators (Class 03 - See notes)	7/1/2021		\$26.30	\$20.32	\$46.62
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2016		\$22.65	\$16.77	\$39.42
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2016		\$22.20	\$16.77	\$38.97
Painters Class 6 (see notes)	6/1/2017		\$27.50	\$18.66	\$46.16
Painters Class 6 (see notes)	6/1/2018		\$28.00	\$19.36	\$47.36

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

Project: 20-03402 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Painters Class 6 (see notes)	6/1/2019		\$28.50	\$20.06	\$48.56
Pile Driver Divers (Building, Heavy, Highway)	1/1/2017		\$49.13	\$17.95	\$67.08
Pile Driver Divers (Building, Heavy, Highway)	1/1/2018		\$50.33	\$18.55	\$68.88
Pile Driver Divers (Building, Heavy, Highway)	1/1/2019		\$51.45	\$19.30	\$70.75
Pile Driver Divers (Building, Heavy, Highway)	1/1/2020		\$53.10	\$19.70	\$72.80
Pile Driver Divers (Building, Heavy, Highway)	1/1/2021		\$54.75	\$20.10	\$74.85
Pile Driver Divers (Building, Heavy, Highway)	1/1/2022		\$56.40	\$20.50	\$76.90
Piledrivers	1/1/2017		\$32.75	\$17.95	\$50.70
Piledrivers	1/1/2018		\$33.55	\$18.55	\$52.10
Piledrivers	1/1/2019		\$34.30	\$19.30	\$53.60
Piledrivers	1/1/2020		\$35.40	\$19.70	\$55.10
Piledrivers	1/1/2021		\$36.50	\$20.10	\$56.60
Piledrivers	1/1/2022		\$37.60	\$20.50	\$58.10
Plasterers	6/1/2017		\$28.79	\$15.79	\$44.58
Plasterers	6/1/2017		\$28.79	\$15.79	\$44.58
Plasterers	6/1/2018		\$28.74	\$16.84	\$45.58
Plasterers	6/1/2019		\$29.78	\$17.20	\$46.98
Plumbers and Steamfitters	6/1/2017		\$33.83	\$22.90	\$56.73
Plumbers and Steamfitters	6/1/2018	5/31/2019	\$34.32	\$23.50	\$57.82
Plumbers and Steamfitters	6/1/2019		\$34.77	\$24.25	\$59.02
Pointers, Caulkers, Cleaners	12/1/2016		\$29.27	\$18.34	\$47.61
Pointers, Caulkers, Cleaners	12/1/2017		\$29.88	\$18.73	\$48.61
Pointers, Caulkers, Cleaners	6/1/2019		\$31.38	\$19.44	\$50.82
Pointers, Caulkers, Cleaners	12/1/2019		\$31.93	\$19.64	\$51.57
Roofers	6/1/2017		\$31.00	\$15.17	\$46.17
Roofers	6/1/2018		\$31.00	\$16.42	\$47.42
Roofers	6/1/2019		\$34.83	\$13.84	\$48.67
Roofers	6/1/2020		\$36.08	\$13.84	\$49.92
Sheet Metal Workers	7/1/2017		\$33.70	\$27.74	\$61.44
Sheet Metal Workers	7/1/2018		\$34.47	\$28.08	\$62.55
Sheet Metal Workers	7/1/2019		\$36.21	\$28.36	\$64.57
Sprinklerfitters	4/1/2017		\$37.40	\$21.74	\$59.14
Sprinklerfitters	4/1/2018		\$38.80	\$22.74	\$61.54
Stone Masons	6/1/2019		\$33.72	\$22.05	\$55.77
Stone Masons	12/1/2019		\$34.22	\$22.25	\$56.47
Terrazzo Finisher	12/1/2016		\$30.53	\$15.40	\$45.93
Terrazzo Finisher	12/1/2017		\$31.08	\$15.85	\$46.93
Terrazzo Finisher	6/1/2019		\$32.01	\$16.52	\$48.53
Terrazzo Finisher	12/1/2019		\$32.37	\$16.74	\$49.11
Terrazzo Mechanics	12/1/2016		\$30.18	\$17.30	\$47.48
Terrazzo Mechanics	12/1/2017		\$30.57	\$17.91	\$48.48
Terrazzo Mechanics	6/1/2019		\$31.31	\$18.67	\$49.98
Terrazzo Mechanics	12/1/2019		\$31.79	\$18.92	\$50.71
Tile Finisher	12/1/2016		\$24.59	\$14.38	\$38.97

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

Project: 20-03402 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Tile Finisher	12/1/2017		\$25.16	\$14.90	\$40.06
Tile Finisher	6/1/2019		\$25.69	\$15.65	\$41.34
Tile Finisher	12/1/2019		\$26.00	\$15.86	\$41.86
Tile Setter	12/1/2016		\$30.27	\$18.51	\$48.78
Tile Setter	12/1/2017		\$30.75	\$19.05	\$49.80
Tile Setter	6/1/2019		\$31.47	\$20.03	\$51.50
Tile Setter	12/1/2019		\$31.91	\$20.24	\$52.15
Truck Driver (Group 1)	1/1/2020		\$29.93	\$20.21	\$50.14
Truck Driver (Group 1)	1/1/2021		\$30.68	\$20.96	\$51.64
Truck Driver (Group 1)	1/1/2022		\$31.43	\$21.71	\$53.14
Truck Driver (Group 2)	1/1/2020		\$30.39	\$20.52	\$50.91
Truck Driver (Group 2)	1/1/2021		\$31.14	\$21.27	\$52.41
Truck Driver (Group 2)	1/1/2022		\$31.89	\$22.02	\$53.91
Truckdriver class 1 (see notes)	1/1/2016		\$27.62	\$16.60	\$44.22
Truckdriver class 2 (see notes)	1/1/2016		\$27.75	\$16.69	\$44.44
Truckdriver class 3 (see notes)	1/1/2016		\$28.23	\$16.98	\$45.21
Window Film / Tint Installer	10/1/2019		\$25.00	\$2.63	\$27.63

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

Project: 20-03402 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2020		\$34.77	\$18.92	\$53.69
Carpenter	1/1/2021		\$35.78	\$19.41	\$55.19
Carpenter	1/1/2022		\$37.02	\$19.92	\$56.94
Carpenter Welder	1/1/2017		\$33.10	\$17.14	\$50.24
Carpenter Welder	1/1/2018		\$33.87	\$17.77	\$51.64
Carpenter Welder	1/1/2019		\$34.72	\$18.42	\$53.14
Carpenter Welder	1/1/2020		\$35.72	\$18.92	\$54.64
Carpenter Welder	1/1/2021		\$36.73	\$19.41	\$56.14
Carpenter Welder	1/1/2022		\$37.72	\$19.92	\$57.64
Carpenters	1/1/2017		\$32.15	\$17.14	\$49.29
Carpenters	1/1/2018		\$32.92	\$17.77	\$50.69
Carpenters	1/1/2019		\$33.77	\$18.42	\$52.19
Cement Finishers	1/1/2017		\$30.14	\$19.40	\$49.54
Cement Finishers	1/1/2018		\$31.04	\$19.90	\$50.94
Cement Finishers	1/1/2019		\$31.94	\$20.50	\$52.44
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Electric Lineman	5/29/2017		\$45.24	\$24.23	\$69.47
Electric Lineman	5/28/2018		\$46.29	\$25.26	\$71.55
Electric Lineman	5/27/2019		\$47.38	\$26.30	\$73.68
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2016		\$27.81	\$27.25	\$55.06
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2017		\$28.02	\$28.36	\$56.38
Laborers (Class 01 - See notes)	1/1/2017		\$24.85	\$20.95	\$45.80
Laborers (Class 01 - See notes)	1/1/2018		\$24.85	\$22.35	\$47.20
Laborers (Class 01 - See notes)	1/1/2019		\$24.85	\$23.85	\$48.70
Laborers (Class 01 - See notes)	1/6/2020		\$26.10	\$24.10	\$50.20
Laborers (Class 01 - See notes)	1/6/2021		\$26.90	\$24.80	\$51.70
Laborers (Class 01 - See notes)	1/6/2022		\$27.70	\$25.50	\$53.20
Laborers (Class 02 - See notes)	1/1/2017		\$25.01	\$20.95	\$45.96
Laborers (Class 02 - See notes)	1/1/2018		\$25.01	\$22.35	\$47.36
Laborers (Class 02 - See notes)	1/1/2019		\$25.01	\$23.85	\$48.86
Laborers (Class 02 - See notes)	1/6/2020		\$26.26	\$24.10	\$50.36
Laborers (Class 02 - See notes)	1/6/2021		\$27.06	\$24.80	\$51.86
Laborers (Class 02 - See notes)	1/6/2022		\$27.86	\$25.50	\$53.36
Laborers (Class 03 - See notes)	1/1/2017		\$25.40	\$20.95	\$46.35
Laborers (Class 03 - See notes)	1/1/2018		\$25.40	\$22.35	\$47.75
Laborers (Class 03 - See notes)	1/1/2019		\$25.40	\$23.85	\$49.25
Laborers (Class 03 - See notes)	1/6/2020		\$26.65	\$24.10	\$50.75
Laborers (Class 03 - See notes)	1/6/2021		\$27.45	\$24.80	\$52.25
Laborers (Class 03 - See notes)	1/6/2022		\$28.25	\$25.50	\$53.75
Laborers (Class 04 - See notes)	1/1/2017		\$25.85	\$20.95	\$46.80
Laborers (Class 04 - See notes)	1/1/2018		\$25.85	\$22.35	\$48.20
Laborers (Class 04 - See notes)	1/1/2019		\$25.85	\$23.85	\$49.70
Laborers (Class 04 - See notes)	1/6/2020		\$27.10	\$24.10	\$51.20

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

Project: 20-03402 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 04 - See notes)	1/6/2021		\$27.90	\$24.80	\$52.70
Laborers (Class 04 - See notes)	1/6/2022		\$28.70	\$25.50	\$54.20
Laborers (Class 05 - See notes)	1/1/2017		\$26.26	\$20.95	\$47.21
Laborers (Class 05 - See notes)	1/1/2018		\$26.26	\$22.35	\$48.61
Laborers (Class 05 - See notes)	1/1/2019		\$26.26	\$23.85	\$50.11
Laborers (Class 05 - See notes)	1/6/2020		\$27.51	\$24.10	\$51.61
Laborers (Class 05 - See notes)	1/6/2021		\$28.31	\$24.80	\$53.11
Laborers (Class 05 - See notes)	1/6/2022		\$29.11	\$25.50	\$54.61
Laborers (Class 06 - See notes)	1/1/2017		\$23.10	\$20.95	\$44.05
Laborers (Class 06 - See notes)	1/1/2018		\$23.10	\$22.35	\$45.45
Laborers (Class 06 - See notes)	1/1/2019		\$23.10	\$23.85	\$46.95
Laborers (Class 06 - See notes)	1/6/2020		\$24.35	\$24.10	\$48.45
Laborers (Class 06 - See notes)	1/6/2021		\$25.15	\$24.80	\$49.95
Laborers (Class 06 - See notes)	1/6/2022		\$25.95	\$25.50	\$51.45
Laborers (Class 07 - See notes)	1/1/2017		\$25.85	\$20.95	\$46.80
Laborers (Class 07 - See notes)	1/1/2018		\$25.85	\$22.35	\$48.20
Laborers (Class 07 - See notes)	1/1/2019		\$25.85	\$23.85	\$49.70
Laborers (Class 07 - See notes)	1/6/2020		\$27.10	\$24.10	\$51.20
Laborers (Class 07 - See notes)	1/6/2020		\$28.60	\$24.10	\$52.70
Laborers (Class 07 - See notes)	1/6/2021		\$27.90	\$24.80	\$52.70
Laborers (Class 07 - See notes)	1/6/2022		\$28.70	\$25.50	\$54.20
Laborers (Class 08 - See notes)	1/1/2017		\$27.35	\$20.95	\$48.30
Laborers (Class 08 - See notes)	1/1/2018		\$27.35	\$22.35	\$49.70
Laborers (Class 08 - See notes)	1/1/2019		\$27.35	\$23.85	\$51.20
Laborers (Class 08 - See notes)	1/6/2020		\$28.60	\$24.10	\$52.70
Laborers (Class 08 - See notes)	1/6/2021		\$29.40	\$24.80	\$54.20
Laborers (Class 08 - See notes)	1/6/2022		\$30.20	\$25.50	\$55.70
Millwright	6/1/2020		\$41.68	\$20.32	\$62.00
Operators (Class 01 - see notes)	1/1/2017		\$30.69	\$19.98	\$50.67
Operators (Class 01 - see notes)	1/1/2018		\$31.29	\$20.78	\$52.07
Operators (Class 01 - see notes)	1/1/2019		\$31.89	\$21.68	\$53.57
Operators (Class 01 - see notes)	1/1/2020		\$32.89	\$22.23	\$55.12
Operators (Class 01 - see notes)	1/1/2021		\$33.89	\$22.73	\$56.62
Operators (Class 01 - see notes)	1/1/2022		\$34.79	\$23.33	\$58.12
Operators (Class 02 -see notes)	1/1/2017		\$30.43	\$19.98	\$50.41
Operators (Class 02 -see notes)	1/1/2018		\$31.03	\$20.78	\$51.81
Operators (Class 02 -see notes)	1/1/2019		\$31.63	\$21.68	\$53.31
Operators (Class 02 -see notes)	1/1/2020		\$32.63	\$22.23	\$54.86
Operators (Class 02 -see notes)	1/1/2021		\$33.63	\$22.73	\$56.36
Operators (Class 02 -see notes)	1/1/2022		\$34.53	\$23.33	\$57.86
Operators (Class 03 - See notes)	1/1/2017		\$26.78	\$19.98	\$46.76
Operators (Class 03 - See notes)	1/1/2018		\$27.38	\$20.78	\$48.16
Operators (Class 03 - See notes)	1/1/2019		\$27.98	\$21.68	\$49.66
Operators (Class 03 - see notes)	1/1/2020		\$28.98	\$22.23	\$51.21

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

Project: 20-03402 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 03 - see notes)	1/1/2021		\$29.98	\$22.73	\$52.71
Operators (Class 03 - See notes)	1/1/2022		\$30.88	\$23.33	\$54.21
Operators (Class 04 - See notes)	1/1/2017		\$26.32	\$19.98	\$46.30
Operators (Class 04 - See notes)	1/1/2018		\$26.92	\$20.78	\$47.70
Operators (Class 04 - See notes)	1/1/2019		\$27.52	\$21.68	\$49.20
Operators (Class 04 - See notes)	1/1/2020		\$28.52	\$22.23	\$50.75
Operators (Class 04 - See notes)	1/1/2021		\$29.52	\$22.73	\$52.25
Operators (Class 04 - See notes)	1/1/2022		\$30.42	\$23.33	\$53.75
Operators (Class 05 - See notes)	1/1/2017		\$26.07	\$19.98	\$46.05
Operators (Class 05 - See notes)	1/1/2018		\$26.67	\$20.78	\$47.45
Operators (Class 05 - See notes)	1/1/2019		\$27.27	\$21.68	\$48.95
Operators (Class 05 - See notes)	1/1/2020		\$28.27	\$22.23	\$50.50
Operators (Class 05 - See notes)	1/1/2021		\$29.27	\$22.73	\$52.00
Operators (Class 05 - See notes)	1/1/2022		\$30.17	\$23.33	\$53.50
Painters Class 1 (see notes)	6/1/2016		\$31.58	\$17.58	\$49.16
Painters Class 1 (see notes)	6/1/2017		\$31.85	\$18.66	\$50.51
Painters Class 1 (see notes)	6/1/2017		\$31.98	\$18.43	\$50.41
Painters Class 1 (see notes)	6/1/2018		\$32.50	\$19.36	\$51.86
Painters Class 1 (see notes)	6/1/2019		\$33.15	\$20.06	\$53.21
Painters Class 2 (see notes)	6/1/2016		\$31.58	\$17.58	\$49.16
Painters Class 2 (see notes)	6/1/2017		\$34.08	\$18.43	\$52.51
Painters Class 2 (see notes)	6/1/2017		\$33.95	\$18.66	\$52.61
Painters Class 2 (see notes)	6/1/2018		\$34.60	\$19.36	\$53.96
Painters Class 2 (see notes)	6/1/2019		\$35.25	\$20.06	\$55.31
Painters Class 3 (see notes)	6/1/2016		\$33.68	\$17.58	\$51.26
Painters Class 3 (see notes)	6/1/2017		\$27.58	\$18.48	\$46.06
Painters Class 3 (see notes)	6/1/2017		\$33.95	\$18.66	\$52.61
Painters Class 3 (see notes)	6/1/2018		\$34.60	\$19.36	\$53.96
Painters Class 3 (see notes)	6/1/2019		\$35.25	\$20.06	\$55.31
Painters Class 4 (see notes)	6/1/2016		\$26.95	\$17.58	\$44.53
Painters Class 4 (see notes)	6/1/2017		\$27.27	\$18.43	\$45.70
Painters Class 4 (see notes)	6/1/2017		\$27.16	\$18.66	\$45.82
Painters Class 4 (see notes)	6/1/2018		\$27.68	\$19.36	\$47.04
Painters Class 4 (see notes)	6/1/2019		\$28.20	\$20.06	\$48.26
Painters Class 5 (see notes)	6/1/2014		\$21.38	\$15.88	\$37.26
Painters Class 5 (see notes)	6/1/2015		\$21.64	\$16.73	\$38.37
Painters Class 5 (see notes)	6/1/2016		\$21.90	\$17.58	\$39.48
Painters Class 5 (see notes)	6/1/2017		\$22.07	\$18.66	\$40.73
Painters Class 5 (see notes)	6/1/2017		\$22.16	\$18.43	\$40.59
Painters Class 5 (see notes)	6/1/2018		\$22.49	\$19.36	\$41.85
Painters Class 5 (see notes)	6/1/2019		\$22.91	\$20.06	\$42.97
Pile Driver Divers (Building, Heavy, Highway)	1/1/2017		\$49.13	\$17.95	\$67.08
Pile Driver Divers (Building, Heavy, Highway)	1/1/2018		\$50.33	\$18.55	\$68.88
Pile Driver Divers (Building, Heavy, Highway)	1/1/2019		\$51.45	\$19.30	\$70.75

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

Project: 20-03402 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Pile Driver Divers (Building, Heavy, Highway)	1/1/2020		\$53.10	\$19.70	\$72.80
Pile Driver Divers (Building, Heavy, Highway)	1/1/2021		\$54.75	\$20.10	\$74.85
Pile Driver Divers (Building, Heavy, Highway)	1/1/2022		\$56.40	\$20.50	\$76.90
Piledrivers	1/1/2017		\$32.75	\$17.95	\$50.70
Piledrivers	1/1/2018		\$33.55	\$18.55	\$52.10
Piledrivers	1/1/2019		\$34.30	\$19.30	\$53.60
Piledrivers	1/1/2020		\$35.40	\$19.70	\$55.10
Piledrivers	1/1/2021		\$36.50	\$20.10	\$56.60
Piledrivers	1/1/2022		\$37.60	\$20.50	\$58.10
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2017		\$40.98	\$32.53	\$73.51
Truck Driver (Group 1)	1/1/2020		\$29.93	\$20.21	\$50.14
Truck Driver (Group 1)	1/1/2021		\$30.68	\$20.96	\$51.64
Truck Driver (Group 1)	1/1/2022		\$31.43	\$21.71	\$53.14
Truck Driver (Group 2)	1/1/2020		\$30.39	\$20.52	\$50.91
Truck Driver (Group 2)	1/1/2021		\$31.14	\$21.27	\$52.41
Truck Driver (Group 2)	1/1/2022		\$31.89	\$22.02	\$53.91
Truckdriver class 1(see notes)	1/1/2017		\$28.10	\$17.42	\$45.52
Truckdriver class 1(see notes)	1/1/2018		\$28.52	\$18.40	\$46.92
Truckdriver class 1(see notes)	1/1/2019		\$28.99	\$19.43	\$48.42
Truckdriver class 2 (see notes)	1/1/2017		\$28.24	\$17.50	\$45.74
Truckdriver class 2 (see notes)	1/1/2018		\$28.66	\$18.48	\$47.14
Truckdriver class 2 (see notes)	1/1/2019		\$29.13	\$19.51	\$48.64
Truckdriver class 3 (see notes)	1/1/2017		\$28.71	\$17.80	\$46.51
Truckdriver class 3 (see notes)	1/1/2018		\$29.13	\$18.78	\$47.91
Truckdriver class 3 (see notes)	1/1/2019		\$29.59	\$19.82	\$49.41

Definitions for Heavy & Highway Operators in the 33 County Area

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

GROUP 1 OPERATORS HEAVY & HIGHWAY CONSTRUCTION

CLASS I

Asphalt Paving Machine, Autograder (C.M.I. and similar), Backfiller, Backhoe (360° Swing and 180° Swing), Cableway, Caisson Drill (Similar to Hugh Williams), Central Mix Plant, Compactor with Blade, Cooling Plant, Concrete Paving Mixer, Concrete Pump (Self-propelled), Cranes*, Tower Cranes (Stationary or Climbing), Derrick, Derrick Boat, Bulldozer (with a gross weight over 25,000 lbs.), Dragline, Dredge, Elevating Grader, Franki Pile Machine, Gradall (remote control or otherwise), Grader (Power fine grade), Hi-lift or Front End Loader (Bucket 4 cy. and over), Hoist (2 drums or more in 1 unit), Hydraulic Boom Truck (Pivotal Cab), Kocal, Locomotive (Std. Gauge), Mechanic, Metro-chip Harvester or similar, Milling Machine (Roto Mill or similar), Mix Mobile (with Self Loading Attachment), Mucking Machine (Tunnel), Pile Driver Machine, Pipe Extrusion Machine, Pre-splitter Drill (self contained), Refrigeration Plant, Rough Terrain Cranes (25 ton and over), Rough Terrain Cranes (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 lbs.), Tunnel Machine (Jarva or similar), Vermeer Saw, Whirley, Working Mechanical Foreman (Class I + \$.35)

* Cranes with Boom or Mast length (including jib) 101 ft or over shall be paid an additional \$.50 per hour for each 50-foot increment of additional boom and/or jib length)

CLASS II

Asphalt Plant Operator, Auger (Tractor Mounted), Auger (truck mtd.), Belt Loader (Euclid or similar), Bidwell Concrete Finishing Machine (or similar), Boring Machine, Cable Placer or Layer, Concrete Batch Plant (Electronically synchronized), Concrete Belt Placer (C.M.I. and similar), Concrete Finishing Machine and/or Spreader, Concrete Mixer (Over 1 cy.), Concrete Pump (Stationary), Core Drill (Truck or Skid mounted, similar to Penn Drill), Directional Drills (Over 3,000 lbs. Thrust), Bulldozer (with a gross weight of 25,000 lbs. and under), Ditch Witch-Saw, Force Feed Loader, Fork Lift (Lull or similar), Grader (Power, except fine grade), Head Grease Unit Operator (1st on job), Guard Rail Post Driver (Truck or Skid mounted), Hi-lift or Front End Loader (Bucket 4 cy. and under), Hydraulic Boom Truck (Non-Pivotal Cab), Job Work Boat (powered)(assistants will be deckhands), Jumbo Operator, Locomotive (narrow gauge), Minor Equipment Operator (4 or more units), Mucking Machine (not tunnel), Multi-Head Saw or Groover, Over-Head Crane, Power Asphalt Roller, Ross Carrier, Side Boom or

Tractor Mounted Boom, Shuttle Buggy (Asphalt), Skid Steer Loader, Stone Crusher (Screening Plant-Washing Plants), Stone Spreader (Self Propelled), Truck Mounted Drill (Davey or similar), Welder, Well Point Pump Operator

CLASS III

Broom Finisher (C.M.I. or similar), Compactors/Rollers (Static or Vibratory) (Self Propelled), 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)

CLASS IV

Ballast Regulator, Compressor, Concrete Mixer (1cy. And 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 (Power Driven), Sub-grader, Tie Puller, Tugger, Welding Machine (Gas or Diesel)

CLASS V

Deckhand, Farm Tractor, Fireman on Boiler, Mechanic's Helper, Oiler, Power Broom, Side Delivery Shoulder Spreader (attachment)

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

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

HEAVY AND HIGHWAY

CLASS 1 - COMMON LABORER

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

CLASS 2 – SEMI-SKILLED LABORER

Air Tool Operator (All Types)
Railroad Track Work
Burner

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

CLASS 3 - SKILLED LABORER HEAVY AND HIGHWAY

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

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

CLASS 4

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

CLASS 5

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

CLASS 6

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

CLASS 7

Toxic/Hazardous Waste Removal Laborer – Level C and D

CLASS 8

Toxic/Hazardous Waste Removal Laborer Levels A and B

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

Notes for Building, Heavy, Highway Truckdriver

Truckdriver Class 1

Single Axle

Truckdrivers Class 2

Tandem

Tri-Axle

Semi-Trailer (Combination)


Truckdrivers Class 3

Speciality Vehicles

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Contractor or Subcontractor (Please check one)

ALL INFORMATION MUST BE COMPLETED

CONTRACTOR ADDRESS	SUBCONTRACTOR ADDRESS	 DEPARTMENT OF LABOR & INDUSTRY <small>COMMONWEALTH OF PENNSYLVANIA</small> BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGE DIVISION 7TH & FORSTER STREETS HARRISBURG, PA 17120 1-800-932-0665
PAYROLL NUMBER	WEEK ENDING DATE	

EMPLOYEE NAME	APPR. RATE (%)	WORK CLASSIFICATION	DAY AND DATE							S-TIME 0-TIME	BASE HOURLY RATE	TOTAL FRINGE BENEFITS (C=Cash) (FB=Contributions)*	TOTAL DEDUCTIONS	GROSS PAY FOR PREVAILING RATE JOB(S)	CHECK #
			HOURS WORKED EACH DAY												
											C: FB:				
											C: FB:				
											C: FB:				
											C: FB:				
											C: FB:				

*SEE REVERSE SIDE

PAGE NUMBER _____ OF _____

THE NOTARIZATION MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY. ALL OTHER INFORMATION MUST BE COMPLETED WEEKLY.

*FRINGE BENEFITS EXPLANATION (FB): Bona fide benefits contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

- 1) Medical or hospital care _____
- 2) Pension or retirement _____
- 3) Life insurance _____
- 4) Disability _____
- 5) Vacation, holiday _____
- 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

1. The undersigned, having executed a contract with _____
(AWARDING AGENCY, CONTRACTOR OR SUBCONTRACTOR)

_____ for the construction of the above-identified project, acknowledges that:

- (a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.
- (b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.
- (c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.

2. The undersigned certifies that:

- (a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the PA Prevailing Wage Act, Act of August 15, 1961, P.L. 987 as amended, 43 P.S. § 165-11(e).
- (b) No part of this contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.

3. The undersigned certifies that:

(a) the legal name and the business address of the contractor or subcontractor are: _____

(b) The undersigned is: a single proprietorship a corporation organized in the state of _____
 a partnership other organization (describe) _____

(c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

NAME	TITLE	ADDRESS

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the PA Prevailing Wage Act of August 15, 1961, P.L. 987, as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

 (DATE)

 (SIGNATURE)

 (TITLE)

 SEAL

Taken, sworn and subscribed before me this _____ Day
 of _____ A.D., _____