

**SALT ROCK WATER PUBLIC SERVICE DISTRICT
CABELL COUNTY, WEST VIRGINIA****CONTRACT NO. 1 – MISCELLANEOUS WATERLINE EXTENSIONS****OCTOBER 28, 2020****ADDENDUM NO. 2**

To whom it may concern:

A. BOILER PLATE

1. Bid Opening for Contract No. 1 will be November 5, 2020 at 2:00 p.m. at the Thrasher Group's Office, 300 Association Drive, Charleston, WV 25311.
2. **Bids must be received by either mail or hand-delivery to 300 Association Drive, Charleston, WV 25311 by 2:00 PM**
3. Bid Opening Go-To Meeting Conference Call Information
<https://global.gotomeeting.com/join/813817957>
Call-in Number: 304-848-6940
Conference Number: 1439089

B. SPECIFICATIONS

1. **DELETE** Section C-410 – “Bid Form” in its entirety and **REPLACE** with the enclosed Section C-410 – “Bid Form”, included with this Addendum No. 2. **Contractor must use the revised Bid Schedule included with this Addendum when preparing the bid package.**
2. **DELETE** Section 012000 – “Price and Payment Procedures” in its entirety and **REPLACE** with the enclosed Section 012000 – “Price and Payment Procedures”, included with this Addendum No. 2.

C. DRAWINGS

1. NOT APPLICABLE

D. QUESTIONS AND CLARIFICATIONS

The following are clarifications and responses to questions posed by Contractors and Suppliers regarding the above referenced project.

1. **Question:**

For the office trailer requirement, would a porta-potty suffice?

Answer:

The office trailer facilities shall meet the requirements of Section 015000 – “Temporary Facilities and Controls”. Providing and maintaining a porta-potty will meet the requirements for Temporary Sanitary Facilities.

2. **Question:**

On Sheet 27, could you clarify which particular detail is applicable for shoulder asphalt repair?

Answer:

“Type B Trench – HMA Pavement” detail on Sheet D4 is applicable for shoulder asphalt repair.

3. **Question:**

On Sheet 26-27, what options are available for traffic control?

Answer:

The West Virginia Division of Highways will accept the use of flaggers or temporary traffic lights for a lane closure, if necessary.

4. **Question:**

Can there be a line item added for restrained joint pipe?

Answer:

Bid Items for 8”, 6”, and 2” Restrained Joint Waterline have been added.

E. GENERAL

1. A complete copy of the Section C-520 – “Agreement Between Owner and Contractor for Construction Contract” is included with Addendum No. 2.
2. B&O Taxes are NOT required for this project.
3. A Cabell County Building Permit is NOT required for this project.
4. American Iron and Steel (AIS) requirements apply to this project for all iron and steel products.
5. Updated Wage Rates are included with this Addendum No. 2.
6. Bidders are hereby notified to acknowledge receipt of all addenda in space provided on the Bid Form.

If you have any questions or need any other information, please do not hesitate to contact me.

Sincerely,

THE THRASHER GROUP, INC.



Corey Smith, P.E.
Project Manager

Enclosures



**SALT ROCK WATER PUBLIC SERVICE DISTRICT
CABELL COUNTY, WEST VIRGINIA
PROPOSED
CONTRACT #1– MISCELLANEOUS WATERLINE EXTENSIONS
THRASHER PROJECT #101-010-1161**

BID FORM

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
Salt Rock Water Public Service District
Route 1 Box 31 Water Plant Road
Salt Rock, WV 25559
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
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- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work and including all AIS requirements.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect

to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

GENERAL

The Bidder shall take notice of and shall be responsible for any local or state taxes levied and applicable, and the cost for the same shall be included as part of the submitted Bid.

The total Bid cost stated includes a complete operating installation including furnishing and installation of any and all changes or additions in plans, piping, mechanical work, additional electrical work, accessories, controls, etc. necessary to accommodate alternative equipment systems or materials used in construction.

BID PROPOSAL

The Bidder agrees to perform all required Work described in the detailed Specifications and as shown on the Plans for the complete construction and placing in satisfactory operation the Miscellaneous Waterline Extensions. The Project "Construction Sequence of Events" has been detailed in the Drawings and Specifications Division 01, Section 011000, Summary.

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**PROPOSED
CONTRACT #1 – MISCELLANEOUS WATERLINE EXTENSIONS
FOR THE
SALT ROCK WATER PUBLIC SERVICE DISTRICT
CABELL COUNTY, WEST VIRGINIA**

BID SCHEDULE

NOTE: Bid Unit PRICE amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. Bids shall include sales tax and all other applicable taxes and fees.

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
1	1	LS	Mobilization/Demobilization			
2	1	LS	Video Taping of Project Area			

ADDENDUM NO. 2

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
3	1	LS	Erosion and Sediment Controls			
4	31,090	LF	8" PVC C-900 DR 14 Waterline including Ductile Iron Fittings			
5	910	LF	8" Ductile Iron Class 350 Restrained Joint Waterline			
6	25,660	LF	6" PVC C-900 DR 14 Waterline including Ductile Iron Fittings			
7	340	LF	6" Ductile Iron Class 350 Restrained Joint Waterline			
8	6,000	LF	4" PVC C-900 DR 18 Waterline including Ductile Iron Fittings			
9	5,070	LF	2" PVC C-900 DR 13.5 Waterline including Ductile Iron Fittings			
10	130	LF	2" PVC C-900 DR 13.5 Restrained Joint Waterline			
11	45	LF	2" HDPE Casing			
12	400	LF	1.5" HDPE Casing (Bored)			

ADDENDUM NO. 2

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
13	90	LF	1" SDR 9 Copper Service Tubing (Moled)			
14	875	LF	1" SDR 9 Polyethylene Service Tubing (Open Cut)			
15	1,820	LF	3/4" SDR 9 Copper Service Tubing (Moled)			
16	1,830	LF	3/4" SDR 9 Polyethylene Service Tubing (Open Cut)			
17	16	EA	8" M.J. Gate Valve			
18	17	EA	6" M.J. Gate Valve			
19	7	EA	2" M.J. Gate Valve			
20	610	LF	16" Steel Casing (Bore & Jack)			
21	30	LF	12" Steel Casing (Open Cut)			
22	110	LF	12" Steel Casing (Bore & Jack)			

ADDENDUM NO. 2

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
23	130	LF	6" Steel Casing (Bore & Jack)			
24	23	EA	Fire Hydrant Assembly, Complete			
25	102	EA	5/8" x 3/4" High Pressure Water Meter Settings			
26	10	EA	2" Hidden Flushing Hydrant, Complete			
27	2,950	LF	WVDOH Type "B" Trench Repair			
28	4,700	LF	WVDOH HMA Shoulder Repair			
29	1,050	LF	Gravel Restoration			
30	100	LF	Asphalt Restoration			
31	50	LF	Concrete Restoration			
32	715	LF	Rip Rap Stream Bank Protection			

ADDENDUM NO. 2

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
33	6	EA	Tie-In to Existing Waterline			
34	6	EA	3/4" Air Release/Vacuum Release Valve			
35	1	EA	Reconnect Existing Customer			
36	70,000	LF	WVDOH Inspection Fees	\$0.85	Eighty Five Cents	\$59,500.00

TOTAL BID: _____

(\$ _____)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

NOTE: THE CONTRACTOR'S UNIT PRICES SHALL INCLUDE PURCHASE AND INSTALLATION, COMPLETE IN PLACE, PER BID ITEM IN ACCORDANCE WITH THE DETAILED SPECIFICATIONS AND PARAGRAPH 13.03.A OF THE GENERAL CONDITIONS.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

METHOD OF AWARD

If at the time this contract is to be awarded, the lowest total base bid submitted by a qualified, responsible Bidder does not exceed the amount of funds then estimated by the Owner, as available to finance the contract, the construction contract will be awarded. If such bids exceed such amount, the Owner may reject all bids.

The owner may award the contract on the Total Bid submitted by a qualified responsible Bidder less the amount(s) of the Deductive Alternate(s) subtracted in numerical order, as listed in the contract to produce the lowest bid within the funds available for financing.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Bid Opening Requirements
 - B. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplemental General Conditions;
 - C. If Bid amount exceeds \$25,000, signed Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (AD-1048);
 - D. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans.
 - E. Manufacturers' Certification letter of compliance with American Iron and Steel requirements for all proposed equals or substitutes for iron and steel products as provided in these Contract Documents.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature]

[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)

NOTE TO USER: *Use in those states or other jurisdictions where applicable or required.*

SECTION 012000 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Schedule of Values
- B. Application for Payment.
- C. Change procedures.
- D. Defect assessment.
- E. Measurement and Payment.
- F. Unit prices.

1.2 SCHEDULE OF VALUES

- A. Submit Schedule of Values on Contractor's Application for Payment Form EJCDC C-620 or Contractor's standard form.
- B. Submit Schedule of Values within 20 days after date established in Notice to Proceed.
- C. Format: Use Table of Contents of this Project Manual. Identify each line item with number and title of major Specification Section.
- D. Include within each line item, direct proportional amount of Contractor's overhead and profit.
- E. Revise schedule to list approved Change Orders with each Application for Payment.

1.3 APPLICATION FOR PAYMENT

- A. Submit five (5) copies of each Application for Payment on EJCDC C-620 - Contractor's Application for Payment.
- B. Content and Format: Use Bid Form for listing items in Application for Payment.
- C. Submit updated construction schedule with each Application for Payment.
- D. Payment Period: Submit at intervals stipulated in the Agreement.
- E. Submit Application for Payment with transmittal letter as specified in Section 013300 - Submittal Procedures.

- F. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
1. Current construction photographs.
 2. Partial release of liens from major Subcontractors and vendors.
 3. Record Documents as specified in Section 017000 - Execution and Closeout Requirements, for review by Owner, which will be returned to Contractor.
 4. Affidavits attesting to off-Site stored products.
 5. Construction Progress Schedule, revised and current as specified in Section 013300 - Submittal Procedures.

1.4 CHANGE PROCEDURES

- A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Engineer of any error, inconsistency, omission, or apparent discrepancy.
- C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Engineer; establish procedures for handling queries and clarifications.
1. Use Request for Information Form for requesting interpretations (provided by Engineer upon request).
 2. Engineer may respond with a direct answer on the Request for Information form, separate Engineer Response, EJCDC C-942 - Field Order, or EJCDC C-940 - Work Change Directive Form.
- D. Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on EJCDC C-942.
- E. Engineer may issue Notice of Change including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change with stipulation of overtime work required and with the period of time during which the requested price will be considered valid. Contractor will prepare and submit estimate within 10 days.
- F. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change and the effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on the Work by separate or other Contractors.
- G. Stipulated Sum/Price Change Order: Based on Proposal Request or Work Change Directive and Contractor's maximum price quotation or Contractor's request for Change Order as approved by Engineer.

- H. Unit Price Change Order: For Contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of that which are not predetermined, execute Work under Work Change Directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.
- I. Work Directive Change: Engineer may issue directive, on EJCDC C-940 - Work Change Directive, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- J. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
- K. Maintain detailed records of Work done on time and material basis. Provide full information required for evaluation of proposed changes and to substantiate costs for changes in the Work.
- L. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.
- M. Change Order Forms: EJCDC C-941 - Change Order.
- N. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- O. Correlation of Contractor Submittals:
 - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
 - 2. Promptly revise Progress Schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of Work affected by the change, and resubmit.
 - 3. Promptly enter changes in Record Documents.

1.5 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Engineer or Owner, it is not practical to remove and replace the Work, Engineer or Owner will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Owner.
- D. Defective Work will be partially repaired according to instructions of Engineer, and unit sum/price will be adjusted to new sum/price at discretion of Owner.
- E. Individual Specification Sections may modify these options or may identify specific formula or percentage sum/price reduction.

- F. Authority of Owner to assess defects and identify payment adjustments is final.
- G. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from transporting vehicle.
 - 4. Products placed beyond lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected products.

1.6 MEASUREMENT AND PAYMENT

A. General Requirements:

- 1. Contractor shall take measurements and compute quantities. Engineer will verify measurements and quantities.
- 2. Unit Quantities: Quantities and measurements indicated on Bid Form are for Contract purposes only. Actual quantities provided shall determine payment.
 - a. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at contracted unit sum/prices.
 - b. When actual Work requires 25 percent or greater change in quantity than those quantities indicated, Owner or Contractor may claim a Contract Price adjustment.
- 3. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application, or installation of item of the Work; overhead and profit.
- 4. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.

B. Measurement of Quantities:

- 1. Measurement by Area: Measured by square dimension using mean length and width or radius.
- 2. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
- 3. Lump Sum Measurement: Items measured by weight, volume, area, linear means, or a combination thereof, as appropriate, for completed item of the Work.

C. Unit Price Schedule:

- 1. Bid Item 1 – Mobilization/Demobilization
 - a. This Bid item shall include all costs associated with the performance of construction preparatory operations including, but not limited to, the movement of equipment and personnel to and from the Project Site; establishing and decommissioning the Field Office, storage buildings, and other facilities necessary

to conduct Work under this Contract; payment of all bonding costs incurred by the Contractor; all materials and equipment required for unloading and reloading; and all costs associated with demobilization.

- b. This Bid Item shall also include all costs associated with installing, maintaining, and removing the Project Sign.
- c. This Bid Item shall also include any and all costs associated with the following Specification Sections:
 - 1) Section 012600 – Contract Modification Procedures
 - 2) Section 013000 – Administrative Requirements
 - 3) Section 013216 – Construction Progress Schedule
 - 4) Section 013300 – Submittal Procedures
 - 5) Section 015000 – Temporary Facilities and Controls
 - 6) Section 017000 – Execution and Closeout Requirements
 - 7) Section 017839 – Project Record Documents
- d. Payment shall be made at the lump sum (LS) price Bid for Mobilization/Demobilization, but in no case shall the total lump sum Bid Price exceed 5% of the total Bid.
- e. Partial Payments of the lump sum Bid amount for mobilization/demobilization shall be as follows:
 - 1) One-fourth (1/4) of the amount Bid for Mobilization/Demobilization can be paid to the Contractor at the first estimate payable.
 - 2) The second one-fourth (1/4) of the amount Bid for Mobilization/Demobilization can be paid with the second estimate payable.
 - 3) The third one-fourth (1/4) of the amount Bid for Mobilization/Demobilization can be paid with the third estimate payable.
 - 4) The final one-fourth (1/4) of the amount Bid for Mobilization/Demobilization shall be paid with the final payment.
 - 5) No reduction, nor increase, will be made in the lump sum amount regardless of decreases or increases in the final total Contract amount or for any other cause.

2. Bid Item 2 –Video Taping of Project Area

- a. This Bid Item shall include any and all costs associated with following Specification Section 020100 – Video Recording
- b. The cost of this work shall be included in a lump sum bid item. Such payment shall constitute full compensation for labor, materials, equipment and other cost associated to provide a complete documentation.
- c. Videotaping shall include the entire construction area affected, including any Contractor secured waste site and material storage or staging areas. The measurement for this bid items shall be based on a complete video recording on a DVD of the entire project area.

3. Bid Item 3 – Erosion and Sediment Controls

- a. The cost of this work shall be included in a lump sum bid item. Such payment shall constitute full compensation for labor, materials, equipment and other

associated costs to provide a complete installation and maintenance of erosion and sediment control measures.

- b. This Bid Item shall also include any and all costs associated with the following Specification Sections:

- 1) Section 312500 – Erosion and Sedimentation Controls
- 2) Section 329119 – Landscaping

- c. Erosion and Sediment Control shall include the entire construction area affected, as required, including any Contractor secured waste site and material storage or staging areas.

4. Bid Item 4 – 8” PVC C-900 DR 14 Waterline including Ductile Iron Fittings

- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with the installation of the 8-inch PVC C-900 DR 14 waterline including excavation, bedding, backfill, materials, ductile iron fittings, pipe joints, concrete thrust blocks, pipe, tools, supplies, cleaning and disinfection, testing, seeding and mulching, pipe identification markers, and all other incidentals. All fittings used shall be included in the linear foot price of the pipe. All temporary fittings (i.e. plugs) required for sequencing the work shall be included in the linear foot price of the pipe.
- b. The water line installed under this item shall be based on Schedule of Values, measured and paid for by the linear feet of pipe for each of the types and sizes as specified on Plans or as directed by the Engineer, and installed complete in place. The measurement under this item shall be the length of the various sizes and classes of pipe and fittings as installed in place and accepted and shall be measured in the horizontal plane along the centerline of each pipe installed, measured centerline of tie in to centerline of tie in.

5. Bid Item 5 – 8” Ductile Iron Class 350 Restrained Joint Waterline

- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with the installation of the 8-inch ductile iron class 350 restrained joint waterline including excavation, bedding, backfill, materials, ductile iron fittings, pipe joints, concrete thrust blocks, pipe, tools, supplies, cleaning and disinfection, testing, seeding and mulching, pipe identification markers, and all other incidentals. All fittings used shall be included in the linear foot price of the pipe. All temporary fittings (i.e. plugs) required for sequencing the work shall be included in the linear foot price of the pipe.
- b. The water line installed under this item shall be based on Schedule of Values, measured and paid for by the linear feet of pipe for each of the types and sizes as specified on Plans or as directed by the Engineer, and installed complete in place. The measurement under this item shall be the length of the various sizes and classes of pipe and fittings as installed in place and accepted and shall be measured in the horizontal plane along the centerline of each pipe installed, measured centerline of tie in to centerline of tie in.

6. Bid Item 6 – 6” PVC C-900 DR 14 Waterline including Ductile Iron Fittings

- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with the installation of the 6-inch PVC C-900 DR 14 waterline including excavation, bedding, backfill, materials, ductile iron fittings, pipe joints, concrete thrust blocks, pipe, tools, supplies, cleaning and disinfection, testing, seeding and mulching, pipe identification markers, and all other incidentals. All fittings used shall be included in the linear foot price of the pipe. All temporary fittings (i.e. plugs) required for sequencing the work shall be included in the linear foot price of the pipe.
 - b. The water line installed under this item shall be based on Schedule of Values, measured and paid for by the linear feet of pipe for each of the types and sizes as specified on Plans or as directed by the Engineer, and installed complete in place. The measurement under this item shall be the length of the various sizes and classes of pipe and fittings as installed in place and accepted and shall be measured in the horizontal plane along the centerline of each pipe installed, measured centerline of tie in to centerline of tie in.
7. Bid Item 7 – 6” Ductile Iron Class 350 Restrained Joint Waterline
 - a. This Bid item shall include all required labor, materials, equipment and all other costs associated with the installation of the 6-inch ductile iron class 350 restrained joint waterline including excavation, bedding, backfill, materials, ductile iron fittings, pipe joints, concrete thrust blocks, pipe, tools, supplies, cleaning and disinfection, testing, seeding and mulching, pipe identification markers, and all other incidentals. All fittings used shall be included in the linear foot price of the pipe. All temporary fittings (i.e. plugs) required for sequencing the work shall be included in the linear foot price of the pipe.
 - b. The water line installed under this item shall be based on Schedule of Values, measured and paid for by the linear feet of pipe for each of the types and sizes as specified on Plans or as directed by the Engineer, and installed complete in place. The measurement under this item shall be the length of the various sizes and classes of pipe and fittings as installed in place and accepted and shall be measured in the horizontal plane along the centerline of each pipe installed, measured centerline of tie in to centerline of tie in.
8. Bid Item 8 – 4” PVC C-900 DR 18 Waterline including Ductile Iron Fittings
 - a. This Bid item shall include all required labor, materials, equipment and all other costs associated with the installation of the 4-inch C-900 DR 18 waterline including excavation, bedding, backfill, materials, ductile iron fittings, pipe joints, concrete thrust blocks, pipe, tools, supplies, cleaning and disinfection, testing, seeding and mulching, pipe identification markers, and all other incidentals. All fittings used shall be included in the linear foot price of the pipe. All temporary fittings (i.e. plugs) required for sequencing the work shall be included in the linear foot price of the pipe.
 - b. The water line installed under this item shall be based on Schedule of Values, measured and paid for by the linear feet of pipe for each of the types and sizes as specified on Plans or as directed by the Engineer, and installed complete in place. The measurement under this item shall be the length of the various sizes and classes of pipe and fittings as installed in place and accepted and shall be measured

in the horizontal plane along the centerline of each pipe installed, measured centerline of tie in to centerline of tie in.

9. Bid Item 9 – 2” PVC C-900 DR 13.5 Waterline including Ductile Iron Fittings
 - a. This Bid item shall include all required labor, materials, equipment and all other costs associated with the installation of the 2-inch C-900 DR 13.5 waterline including excavation, bedding, backfill, materials, ductile iron fittings, pipe joints, concrete thrust blocks, pipe, tools, supplies, cleaning and disinfection, testing, seeding and mulching, pipe identification markers, and all other incidentals. All fittings used shall be included in the linear foot price of the pipe. All temporary fittings (i.e. plugs) required for sequencing the work shall be included in the linear foot price of the pipe.
 - b. The water line installed under this item shall be based on Schedule of Values, measured and paid for by the linear feet of pipe for each of the types and sizes as specified on Plans or as directed by the Engineer, and installed complete in place. The measurement under this item shall be the length of the various sizes and classes of pipe and fittings as installed in place and accepted and shall be measured in the horizontal plane along the centerline of each pipe installed, measured centerline of tie in to centerline of tie in.
10. Bid Item 10 – 2” PVC C-900 DR 13.5 Restrained Joint Waterline
 - a. This Bid item shall include all required labor, materials, equipment and all other costs associated with the installation of the 2-inch PVC C-900 DR 13.5 restrained joint waterline including excavation, bedding, backfill, materials, ductile iron fittings, pipe joints, concrete thrust blocks, pipe, tools, supplies, cleaning and disinfection, testing, seeding and mulching, pipe identification markers, and all other incidentals. All fittings used shall be included in the linear foot price of the pipe. All temporary fittings (i.e. plugs) required for sequencing the work shall be included in the linear foot price of the pipe.
 - b. The water line installed under this item shall be based on Schedule of Values, measured and paid for by the linear feet of pipe for each of the types and sizes as specified on Plans or as directed by the Engineer, and installed complete in place. The measurement under this item shall be the length of the various sizes and classes of pipe and fittings as installed in place and accepted and shall be measured in the horizontal plane along the centerline of each pipe installed, measured centerline of tie in to centerline of tie in.
11. Bid Item 11 – 2” HDPE Casing
 - a. This Bid item shall include all labor and material necessary for, and incidental to, the construction of the crossing, complete in place, including, but not limited to, excavation, sheeting, bracing, backfilling, grouting, casing seal, blocking, etc.
 - b. Measurement and payment under this item shall be measured and paid for at the unit price Bid per linear foot of the overall length of the casing pipe satisfactorily installed.
 - c. Payment shall be for casing pipe only; carrier pipe shall be paid by the unit Bid price per foot.

- d. Compensation for unauthorized casing footage beyond that which is called for in the Drawings and Specifications will not be made.
12. Bid Item 12 – 1.5” HDPE Casing (Bored)
- a. This Bid item shall include all labor and material necessary for, and incidental to, the construction of the crossing, complete in place, including, but not limited to, excavation, sheeting, bracing, backfilling, grouting, casing seal, blocking, etc.
 - b. Measurement and payment under this item shall be measured and paid for at the unit price Bid per linear foot of the overall length of the casing pipe satisfactorily installed.
 - c. Payment shall be for casing pipe only; carrier pipe shall be paid by the unit Bid price per foot.
 - d. Compensation for unauthorized casing footage beyond that which is called for in the Drawings and Specifications will not be made.
13. Bid Item 13 – 1” SDR 9 Copper Service Tubing (Moled)
- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with the installation of the 1” SDR 9 copper service tubing via moled including excavation, bedding, backfill, materials, fittings, tools, supplies, cleaning and disinfection, testing, and all other incidentals. All fittings used shall be included in the linear foot price of the pipe.
 - b. The waterline installed under this item shall be based on Schedule of Values, measured and paid for by the linear feet of pipe for each of the types and sizes as specified on Plans or as directed by the Engineer, and installed complete in place. The measurement under this item shall be the length of the various sizes and classes of pipe and fittings as installed in place and accepted and shall be measured in the horizontal plane along the centerline of each pipe installed, measured centerline of tie in to centerline of tie in.
14. Bid Item 14 - 1” SDR 9 Polyethylene Service Tubing (Open Cut)
- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with the installation of the 1” SDR 9 polyethylene service tubing via open cut including excavation, bedding, backfill, materials, fittings, tools, supplies, cleaning and disinfection, testing, and all other incidentals. All fittings used shall be included in the linear foot price of the pipe.
 - b. The waterline installed under this item shall be based on Schedule of Values, measured and paid for by the linear feet of pipe for each of the types and sizes as specified on Plans or as directed by the Engineer, and installed complete in place. The measurement under this item shall be the length of the various sizes and classes of pipe and fittings as installed in place and accepted and shall be measured in the horizontal plane along the centerline of each pipe installed, measured centerline of tie in to centerline of tie in.
15. Bid Item 15 – 3/4” SDR 9 Copper Service Tubing (Moled)
- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with the installation of the 3/4” SDR 9 copper service tubing via

moled including excavation, bedding, backfill, materials, fittings, tools, supplies, cleaning and disinfection, testing, and all other incidentals. All fittings used shall be included in the linear foot price of the pipe.

- b. The waterline installed under this item shall be based on Schedule of Values, measured and paid for by the linear feet of pipe for each of the types and sizes as specified on Plans or as directed by the Engineer, and installed complete in place. The measurement under this item shall be the length of the various sizes and classes of pipe and fittings as installed in place and accepted and shall be measured in the horizontal plane along the centerline of each pipe installed, measured centerline of tie in to centerline of tie in.

16. Bid Item 16 – 3/4” SDR 9 Polyethylene Service Tubing (Open Cut)

- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with the installation of the 3/4” SDR 9 polyethylene service tubing via open cut including excavation, bedding, backfill, materials, fittings, tools, supplies, cleaning and disinfection, testing, and all other incidentals. All fittings used shall be included in the linear foot price of the pipe.
- b. The waterline installed under this item shall be based on Schedule of Values, measured and paid for by the linear feet of pipe for each of the types and sizes as specified on Plans or as directed by the Engineer, and installed complete in place. The measurement under this item shall be the length of the various sizes and classes of pipe and fittings as installed in place and accepted and shall be measured in the horizontal plane along the centerline of each pipe installed, measured centerline of tie in to centerline of tie in.

17. Bid Item 17 – 8” M.J. Gate Valve

- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with the installation of the 8-inch gate valve including excavation, bedding, backfill, and testing.
- b. Payment shall be based on per each Bid Price and shall be paid based on the reviewed Schedule of Values.

18. Bid Item 18 – 6” M.J. Gate Valve

- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with the installation of the 6-inch gate valve including excavation, bedding, backfill, and testing.
- b. Payment shall be based on per each Bid Price and shall be paid based on the reviewed Schedule of Values.

19. Bid Item 19 – 2” M.J. Gate Valve

- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with the installation of the 2-inch gate valve including excavation, bedding, backfill, and testing.
- b. Payment shall be based on per each Bid Price and shall be paid based on the reviewed Schedule of Values.

20. Bid Item 20 – 16” Steel Casing (Bore & Jack)

- a. This Bid item shall include all labor and material necessary for, and incidental to, the construction of the crossing, complete in place, including, but not limited to, excavation, sheeting, bracing, backfilling, grouting, casing seal, blocking, etc.
- b. Measurement and payment under this item shall be measured and paid for at the unit price Bid per linear foot of the overall length of the casing pipe satisfactorily installed.
- c. Payment shall be for casing pipe only; carrier pipe shall be paid by the unit Bid price per foot.
- d. Compensation for unauthorized casing footage beyond that which is called for in the Drawings and Specifications will not be made.

21. Bid Item 21 – 12” Steel Casing (Open Cut)

- a. This Bid item shall include all labor and material necessary for, and incidental to, the construction of the crossing, complete in place, including, but not limited to, excavation, sheeting, bracing, backfilling, grouting, casing seal, blocking, etc.
- b. Measurement and payment under this item shall be measured and paid for at the unit price Bid per linear foot of the overall length of the casing pipe satisfactorily installed.
- c. Payment shall be for casing pipe only; carrier pipe shall be paid by the unit Bid price per foot.
- d. Compensation for unauthorized casing footage beyond that which is called for in the Drawings and Specifications will not be made.

22. Bid Item 22 – 12” Steel Casing (Bore & Jack)

- a. This Bid item shall include all labor and material necessary for, and incidental to, the construction of the crossing, complete in place, including, but not limited to, excavation, sheeting, bracing, backfilling, grouting, casing seal, blocking, etc.
- b. Measurement and payment under this item shall be measured and paid for at the unit price Bid per linear foot of the overall length of the casing pipe satisfactorily installed.
- c. Payment shall be for casing pipe only; carrier pipe shall be paid by the unit Bid price per foot.
- d. Compensation for unauthorized casing footage beyond that which is called for in the Drawings and Specifications will not be made.

23. Bid Item 23 – 6” Steel Casing (Bore & Jack)

- a. This Bid item shall include all labor and material necessary for, and incidental to, the construction of the crossing, complete in place, including, but not limited to, excavation, sheeting, bracing, backfilling, grouting, casing seal, blocking, etc.
- b. Measurement and payment under this item shall be measured and paid for at the unit price Bid per linear foot of the overall length of the casing pipe satisfactorily installed.
- c. Payment shall be for casing pipe only; carrier pipe shall be paid by the unit Bid price per foot.

- d. Compensation for unauthorized casing footage beyond that which is called for in the Drawings and Specifications will not be made.
24. Bid Item 24 – Fire Hydrant Assembly, Complete
- a. The Contractor's Unit Bid Price for fire hydrant assembly shall include the purchase and installation of the fire hydrant, 6" gate valve, 6" hydrant tee, all thread rods, valve riser box, and all appurtenances as shown on the details of the plans.
25. Bid Item 25 – 5/8" x 3/4" High Pressure Water Meter Settings
- a. The cost of this work shall be based on each Bid Price.
 - b. Such payment shall constitute full compensation for the 5/8" x 3/4" high pressure water meter and labor and installation of meter assembly.
 - c. Water meter setting shall include the purchase and installation of the meter, well, lid, copper setter, corporation stop and saddle. Meter settings shall include one (1) cubic foot of clean crusher run stone in bottom of meter wells and one (1) cubic foot of crusher run around the corporation stop and saddle area.
26. Bid Item 26 – 2" Hidden Flushing Hydrant, Complete
- a. The Contractor's Unit Bid Price shall include the purchase and installation of the 2" hidden flushing hydrant, 2" gate valve, mechanical joint reducer (if needed), and up to a 10' length of 2" waterline between the 2" gate valve and flushing hydrant as shown in the details of the plans.
27. Bid Item 27 – WVDOH Type "B" Trench Repair
- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with the type "B" trench repair within the WV Division of Highways Right-of-Way as shown on the Drawings or as directed by the Engineer, and installed complete in place. All costs associated with traffic control shall be included in the unit price. Trench repairs shall be paid for by the linear foot, without regard to width, times the Bid price. No payment shall be made for trench repair outside the limits shown on the Contract Documents.
 - b. Payment shall be based on horizontal linear footage of trench repair as determined by the Contractor and confirmed by the Engineer. The Engineer has final authority for measured quantity.
28. Bid Item 28 – WVDOH HMA Shoulder Repair
- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with the HMA shoulder repair within the WV Division of Highways Right-of-Way as shown on the Drawings or as directed by the Engineer, and installed complete in place. All costs associated with traffic control shall be included in the unit price. Trench repairs shall be paid for by the linear foot, without regard to width, times the Bid price. No payment shall be made for trench repair outside the limits shown on the Contract Documents.

- b. Payment shall be based on horizontal linear footage of trench repair as determined by the Contractor and confirmed by the Engineer. The Engineer has final authority for measured quantity.

29. Bid Item 29 – Gravel Restoration

- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with gravel restoration. All costs required for traffic control shall be included in the unit price. Restoration shall be paid for by the linear foot, without regard to width, times the Bid price. No payment shall be made for driveway repair outside the limits shown on the Contract Documents. No payment will be made for temporary paving required during construction. All restoration repair Work shall be included in this linear foot Bid Price.
- b. Payment shall be based on horizontal linear footage of restoration as determined by the Contractor and confirmed by the Engineer. The Engineer has final authority for measured quantity.

30. Bid Item 30 – Asphalt Restoration

- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with asphalt restoration. All costs required for traffic control shall be included in the unit price. Restoration shall be paid for by the linear foot, without regard to width, times the Bid price. No payment shall be made for driveway repair outside the limits shown on the Contract Documents. No payment will be made for temporary paving required during construction. All restoration repair Work shall be included in this linear foot Bid Price.
- b. Payment shall be based on horizontal linear footage of restoration as determined by the Contractor and confirmed by the Engineer. The Engineer has final authority for measured quantity.

31. Bid Item 31 – Concrete Restoration

- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with concrete restoration. All costs required for traffic control shall be included in the unit price. Restoration shall be paid for by the linear foot, without regard to width, times the Bid price. No payment shall be made for driveway repair outside the limits shown on the Contract Documents. No payment will be made for temporary paving required during construction. All restoration repair Work shall be included in this linear foot Bid Price.
- b. Payment shall be based on horizontal linear footage of restoration as determined by the Contractor and confirmed by the Engineer. The Engineer has final authority for measured quantity.

32. Bid Item 32 – Rip Rap Stream Bank Protection

- a. This Bid item shall constitute full compensation for labor, materials, equipment and other associated costs to provide a complete installation and maintenance of rip rap stream bank protection in linear feet.
- b. This Bid Item shall also include any and all costs associated with the following Specification Sections:

- 1) Section 312500 – Erosion and Sedimentation Controls
 - 2) Section 329119 – Landscaping
- c. Erosion and Sediment Control shall include the entire construction area affected, as required, including any Contractor secured waste site and material storage or staging areas.
33. Bid Item 33 – Tie-In to Existing Waterline
- a. The Contractor's Unit Bid Price for water line tie-in, complete shall include the purchase and installation of all required material in order to perform the tie-in as shown. This Unit Bid Price shall include a gate valve sized the same as the new waterline, the required ductile iron mechanical joint fittings, and the necessary ductile iron solid sleeve(s) or dresser couplings(s).
 - b. Payment shall be based on per each Bid Price.
34. Bid Item 34 – 3/4" Air Release/Vacuum Release Valve
- a. Payment for this Bid Item shall include the purchase and installation of all required material to construct an air/vacuum release valve as detailed on the Drawings.
 - b. This Unit Bid Price shall include all required piping, valves, fittings, bedding, backfilling, restoration, cleanup, etc.
35. Bid Item 35 – Reconnect Existing Customers
- a. The Contractor's Unit Bid Price for reconnecting existing customers shall include the purchase and installation of all required material in order to perform the reconnection as shown. This Unit Bid Price shall include all necessary equipment to complete the reconnection of existing customers.
36. Bid Item 36 – WVDOH Inspection Fees
- a. This Bid Item is to include all cost associated with the inspection fee required by the West Virginia Division of Highways for the project. The inspection fee is \$0.85 per linear of waterline.
 - b. The costs associated with this fee shall be in accordance with General Conditions Article 13. The \$59,500.00 fee shall be based on the per linear foot cost of the waterline installed in the WVDOH right-of-way to cover all WVDOH inspection costs. This bid item specifically excludes any work shown on the Contract Documents. All work within the Contract Documents shall be included in previous bid items.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 012000

Salt Rock Water Public Service District (“Owner”) and
 (“Contractor”).

EJCDC® C-520 (Rev. 1), Agreement Between Owner and Contractor for Construction Contract (Stipulated Price).
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1. Substantial Completion: Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 ~~Special Damages~~ [DELETED]

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$ As described in Bid Form.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
	As described in Bid Form				
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$ As described in Bid Form.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES**6.01 Submittal and Processing of Payments**

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 5th day* of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage). ~~If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of the entire construction to be provided under the contract documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

* Unless adjusted at the Pre Construction Conference.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 1.5 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages C-520-1 to C-520-8, inclusive).
 - 2. Performance bond (pages C-610-1 to C-610-3, inclusive).
 - 3. Payment bond (pages C-615-1 to C-615-3, inclusive).
 - 4. Other bonds.
 - a. Bid Bond (pages BOR-2 to BOR-3, inclusive).
 - 5. General Conditions (pages C-700-1 to C-700-64, inclusive).
 - 6. Supplementary Conditions (pages C-800-1 to C-800-16, inclusive).

7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings (not attached but incorporated by reference) consisting of 63 sheets with each sheet bearing the following general title: Contract #1 – Miscellaneous Waterline Extensions
 9. Addenda (numbers ___ to ___, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages C-410-1 to C-410-13, inclusive).
 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Salt Rock Water Public Service District

By: _____

By: _____

Title: Chairperson

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Salt Rock Water Public Service District

Route 1 Box 31 Water Plant Road

Salt Rock, WV 25559

License No.: _____

"General Decision Number: WV20200035 10/16/2020

Superseded General Decision Number: WV20190035

State: West Virginia

Construction Type: Building

County: Cabell County in West Virginia.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 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 calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020
2	02/28/2020
3	04/03/2020
4	04/24/2020
5	06/12/2020
6	07/03/2020
7	07/24/2020
8	09/11/2020
9	10/02/2020
10	10/09/2020
11	10/16/2020

* ASBE0002-002 08/01/2020

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 42.03	26.90

BOIL0667-005 03/01/2018		

	Rates	Fringes
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BOILERMAKER.....	\$ 39.38	23.77
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* BRWV0005-002 06/01/2020

	Rates	Fringes
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BRICK POINTER/CAULKER/CLEANER....	\$ 29.77	26.26
BRICKLAYER.....	\$ 29.77	26.26

* BRWV0005-005 06/01/2020

	Rates	Fringes
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MASON - STONE.....	\$ 29.77	26.26
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* BRWV0005-006 06/01/2020

	Rates	Fringes
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TILE SETTER.....	\$ 29.77	26.26
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* BRWV0015-014 06/01/2020

	Rates	Fringes
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TILE FINISHER.....	\$ 24.26	20.42
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CARP0439-006 12/01/2019

	Rates	Fringes
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CARPENTER (Including Drywall Hanging, Form Work and Floor Laying - Carpet, Hardwood, Resilient and Vinyl).....	\$ 28.53	24.44
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ELEC0317-003 06/01/2020

	Rates	Fringes
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ELECTRICIAN.....	\$ 35.10	26.22
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ENGI0132-010 12/01/2018

	Rates	Fringes
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POWER EQUIPMENT OPERATOR:

GROUP 1.....	\$ 39.56	19.20
GROUP 2.....	\$ 39.21	19.20
GROUP 3.....	\$ 38.21	19.20
GROUP 4.....	\$ 27.71	19.20

GROUP 1: All Friction Cranes, Tower Cranes and all Cranes with 180 ft. or more of boom including mast and jibs or lifting capacity of 100 tons or more and hoists with 30,000 pound line pull or more, Mechanics with tools with 3/4 inch drive and below

GROUP 2: Operating Cranes and Tower Cranes with a lifting capacity of 15 tons and over

GROUP 3: Backhoe, Bulldozer, Excavator, Forklift, Non-Farm Type Tractor, all other Cranes, all other Mechanics

GROUP 4: Bobcat/Skid Steer/Skid Loader, Farm Type Tractor,

Loader, Roller

IRON0549-006 12/01/2018

	Rates	Fringes
IRONWORKER (Ornamental).....	\$ 33.34	20.81

IRON0769-009 06/01/2020

	Rates	Fringes
IRONWORKER (Reinforcing and Structural)		
ZONE 1:.....	\$ 32.75	26.34
ZONE 2:.....	\$ 33.15	26.34
ZONE 3:.....	\$ 34.75	26.34

ZONE 1: 0-10 miles from Union Hall

ZONE 2: 10-50 miles from Union Hall

ZONE 3: 50 miles & over from Union Hall

LAB00543-006 06/01/2017

	Rates	Fringes
LABORER.....	\$ 25.41	16.75

LABORER CLASSIFICATIONS

Carpenter Tender, Common or General, Concrete Saw (Hand Held/Walk Behind), Concrete Worker, Demolition, Grade Checker, Jack Hammer, Landscape, Mason Tender-Brick, Mason Tender-Cement/Concrete, Mortar Mixer, Motorized Buggy Operator, Pipelayer, Scaffold Builder (Brick and Masonry), Skytrak Forklift Operator, Tamper (Hand Held), Water Boy, Wacker Roller Operator

PAIN0970-008 12/01/2019

	Rates	Fringes
Painter (Drywall Finishing/Taping; Brush, Roller and Spray).....	\$ 28.85	16.50

PAIN1195-002 06/01/2020

	Rates	Fringes
GLAZIER.....	\$ 31.50	12.59

PLAS0926-006 06/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.63	21.26
PLASTERER.....	\$ 30.06	20.36

PLUM0083-004 07/01/2019

	Rates	Fringes
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PIPEFITTER.....\$ 32.62 33.53

PLUM0565-004 08/01/2020

Rates Fringes

PLUMBER.....\$ 39.70 27.01

ROOF0034-003 05/01/2020

Rates Fringes

ROOFER.....\$ 29.00 15.21

SHEE0024-022 06/01/2015

Rates Fringes

SHEET METAL WORKER (Includes
HVAC Duct Installation).....\$ 27.71 23.18

TEAM0175-005 10/01/2020

Rates Fringes

Truck drivers:

GROUP 2.....\$ 29.81 18.55

GROUP 3.....\$ 29.96 18.55

TRUCK DRIVER CLASSIFICATIONS

GROUP 2 - Dump Truck (Up to 5 cu. yds.), Water Tank Truck
(Straight)

GROUP 3 - Dump Truck (5 cu. yds. & over), Tractor Haul Truck,
Water Tank Truck (Semi)

* UAVG-WV-0026 01/01/2019

Rates Fringes

LABORER (Power Tool Operator)....\$ 23.10 16.75

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic

violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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END OF GENERAL DECISION"

"General Decision Number: WV20200066 01/24/2020

Superseded General Decision Number: WV20190066

State: West Virginia

Construction Type: Heavy

County: Cabell County in West Virginia.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 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 calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020

ENGI0132-021 12/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
GROUP 1.....	\$ 35.95	18.60
GROUP 2.....	\$ 33.19	18.60

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Cranes (All types), Loaders of six (6) cubic yard capacity and over, Excavators and shovels with an operating weight of one hundred ten thousand (110,000) pounds and over.

GROUP 2: Loaders up to six (6) cubic yard capacity, Backhoe, Bulldozers, Compactor, Forklift, Grader/Blade, Mechanic, Excavators and shovels with an operating weight of up to one hundred ten thousand (110,000) pounds, Tractor, Trencher.

IRON0301-009 12/01/2016

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 34.37	20.85

 * IRON0549-011 12/01/2018

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 33.34	20.81

 LAB00379-027 12/01/2017

	Rates	Fringes
LABORER:		
GROUP 1.....	\$ 26.17	16.50
GROUP 2.....	\$ 25.11	16.50

GROUP 1: Asphalt Raker, Bull Float Man, Chain Saw, Hand Held
 Drill, Wacker Roller Operator

GROUP 2: Flagger

 LAB00543-007 06/01/2017

	Rates	Fringes
LABORER		
Common or General.....	\$ 25.41	16.50
Concrete Worker.....	\$ 25.41	16.50
Grade Checker.....	\$ 25.41	16.50
Tamper (Hand Held).....	\$ 25.41	16.50

 * PAIN1144-006 12/01/2019

	Rates	Fringes
PAINTER: Spray.....	\$ 30.92	15.55

 PLAS0926-001 06/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.63	21.26

 TEAM0175-006 12/07/2015

	Rates	Fringes
TRUCK DRIVER		
Flatbed Truck.....	\$ 30.98	15.98
Off the Road Truck.....	\$ 31.77	15.98
Tractor Haul Truck.....	\$ 31.77	15.98

 * UAVG-WV-0017 01/01/2019

	Rates	Fringes
LABORER (Mason Tender - Cement/Concrete).....	\$ 26.17	16.50
LABORER (Mortar Mixer).....	\$ 26.17	16.50

 * UAVG-WV-0022 01/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Drill).....	\$ 32.19	18.30

SUVV2012-064 08/13/2012		

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 25.40	11.34
ELECTRICIAN.....	\$ 26.38	17.06
IRONWORKER, STRUCTURAL.....	\$ 30.70	11.64
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 24.34	9.32
LABORER: Landscape.....	\$ 24.66	9.11
LABORER: Pipelayer Helper.....	\$ 24.52	9.42
LABORER: Pipelayer.....	\$ 24.59	9.42
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 24.80	14.79
OPERATOR: Boom.....	\$ 28.71	11.59
OPERATOR: Oiler.....	\$ 21.44	14.42
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 24.39	15.50
OPERATOR: Roller.....	\$ 23.49	14.88
Truck Driver, Dump (Excluding Off the Road Trucks).....	\$ 22.46	13.49

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

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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

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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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U.S. Department of Labor
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Washington, DC 20210

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Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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END OF GENERAL DECISION"

"General Decision Number: WV20200080 01/03/2020

Superseded General Decision Number: WV20190080

State: West Virginia

Construction Type: Highway

Counties: West Virginia Statewide.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 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 calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

SUWV2015-001 01/01/2014

Rates	Fringes
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BRICKLAYER

Barbour, Berkeley, Doddridge, Gilmer, Grant, Hampshire, Hardy, Harrison, Jefferson, Lewis, Marion, Mineral, Monongalia, Morgan, Pendleton, Pocahontas, Preston, Randolph, Taylor, Tucker, Upshur, Webster.....\$	30.74	18.21
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Boone, Braxton, Clay,		
Fayette, Greenbrier,		
Kanawha, Logan, McDowell,		
Mercer, Monroe, Nicholas,		
Putnam, Raleigh, Summers,		
Wyoming.....	\$ 29.66	20.20
Brooke, Hancock.....	\$ 29.94	16.22
Cabell, Lincoln, Mason,		
Mingo, Wayne.....	\$ 30.61	20.88
Calhoun, Jackson,		
Pleasants, Ritchie, Roane,		
Wirt, Wood.....	\$ 30.33	15.27
Marshall, Ohio, Tyler,		
Wetzel.....	\$ 30.01	16.26

CARPENTER

Berkeley, Grant,		
Hampshire, Hardy,		
Jefferson, Mineral,		
Morgan, Pendleton.....	\$ 31.26	15.90
Brooke, Hancock, Marshall,		
Ohio.....	\$ 27.86	19.30
Remaining Counties.....	\$ 27.72	19.44

CEMENT MASON/CONCRETE FINISHER

All Counties.....	\$ 28.67	18.85
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DIVER

Berkeley, Grant,		
Hampshire, Hardy,		
Jefferson, Mineral,		
Morgan, Pendleton		
Diver Tender.....	\$ 31.26	15.90
Diver.....	\$ 32.25	15.90
Brooke, Hancock, Marshall,		
Monongalia, Ohio, Wetzel		
Diver Tender.....	\$ 32.01	16.76
Diver.....	\$ 48.02	16.76
Remaining Counties		
Diver Tender.....	\$ 27.72	19.44
Diver.....	\$ 28.27	19.44

ELECTRICIAN (SIGNAL & LIGHTING)

Equipment Operator.....	\$ 23.30	17.99
Flagger.....	\$ 17.00	7.39
Groundman/Truck Driver.....	\$ 20.79	17.89
Installer.....	\$ 26.21	18.11
Technician.....	\$ 29.12	18.22

ELECTRICIAN

Barbour, Doddridge,		
Harrison, Lewis, Marion,		
Monongalia, Pendleton,		
Pocahontas, Preston,		
Randolph, Taylor, Tucker,		
Upshur.....	\$ 30.14	21.14
Berkeley, Grant,		
Hampshire, Hardy,		
Jefferson, Mineral, Morgan..	\$ 30.50	15.78
Boone, Braxton, Calhoun,		
Clay, Fayette, Gilmer,		
Kanawha, Nicholas, Putnam,		
Raleigh, Roane, Summers,		
Webster, Wyoming.....	\$ 35.34	16.62

Brooke, Marshall, Ohio,	
Wetzel.....\$ 28.35	22.74
Cabell, Lincoln, Logan,	
Mason, Mingo, Wayne.....\$ 32.62	21.70
Greenbrier, McDowell,	
Mercer, Monroe.....\$ 25.05	16.32
Hancock.....\$ 34.00	29.10
Jackson, Pleasants,	
Ritchie, Tyler, Wirt, Wood..\$ 31.56	21.43

IRONWORKER

Barbour, Brooke, Hancock,	
Harrison, Marion,	
Marshall, Monongalia,	
Ohio, Taylor, Tyler, Wetzel.\$ 35.74	22.84
Berkeley, Grant,	
Hampshire, Hardy,	
Jefferson, Mineral,	
Morgan, Pendleton,	
Preston, Tucker.....\$ 33.29	17.39
Boone, Braxton, Clay,	
Fayette, Kanawha, Lincoln,	
Logan, McDowell, Mingo,	
Nicholas, Putnam, Raleigh,	
Randolph, Webster, Wyoming..\$ 34.87	19.50
Cabell, Wayne.....\$ 33.89	21.98
Calhoun, Doddridge,	
Gilmer, Jackson, Lewis,	
Mason, Pleasants, Ritchie,	
Roane, Upshur, Wirt, Wood...\$ 33.02	20.10
Greenbrier, Mercer,	
Monroe, Pocahontas, Summers.\$ 35.43	16.13

LABORER

Class 1.....\$ 26.95	16.30
Class 2.....\$ 25.92	16.30
Class 3.....\$ 24.86	16.30

LABORER CLASSIFICATIONS:

GROUP 1: Powderman, Laser Screed Operator, and GPS Operator.

GROUP 2: Pipelayer (Including Laser Beam Set Up), Form Setter (Road), Drill Operator, Air Tool Operator, Grade Checker and Asphalt Raker, Vibrator Man, Whacker, Chainsaw Operator, Mortarman, Brick Mason Tender, Cement Finisher Tender, Drill Tender, Powderman Tender, Water Proofer, Sheeter & Shorer, Placement of Lagging, Pipelayer Tender, Bull-Float Man, Pavement Reinforcing Placer, Handyman, Signal Man, Greencutter, Georgia Power Buggy, Burner, Cement Blower Man, Bituminous Hand Sprayer, Bork 250 Remote Control Ditch Witch and Walk Behind Concrete Saw, Mulcher and Seeder (hand and machine), Installation of Ground Mounted Beams and Signs including Concrete Footers, Installation of Overhead Sign Supports and Signs including Concrete Footers, Installation of Guardrail and Anchors Assemblies, Tree Trimmer, Caisson Bottom Man, Bush Hammering, Core Drilling, Placement and Mixing of Grout and Bridge Demolition Specialist.**

GROUP 3: Flag Person, Traffic Control Maintenance Person, Carpenter's Tender, and General Laborer.

PAINTER

Barbour, Berkeley,
Doddridge, Gilmer, Grant,
Hampshire, Hardy,

Harrison, Jefferson,	
Lewis, Marion, Mineral,	
Monongalia, Morgan,	
Pendleton, Preston,	
Randolph, Taylor, Tucker,	
Upshur, Webster.....\$ 31.87	14.20
Boone, Braxton, Cabell,	
Calhoun, Clay, Fayette,	
Greenbrier, Kanawha,	
Lincoln, Logan, Mason,	
McDowell, Mercer, Mingo,	
Monroe, Nicholas,	
Pocahontas, Putnam,	
Raleigh, Summers, Wayne,	
Wyoming.....\$ 32.05	14.30
Brooke, Hancock, Marshall,	
Ohio, Wetzel.....\$ 30.95	14.36
Jackson, Pleasants,	
Ritchie, Roane, Tyler,	
Wirt, Wood.....\$ 30.84	14.30

PILED RIVERMAN

Berkeley, Grant,	
Hampshire, Hardy,	
Jefferson, Mineral,	
Morgan, Pendleton.....\$ 32.25	15.90
Brooke, Hancock, Marshall,	
Monongalia, Ohio, Wetzel....\$ 32.01	16.76
Remaining Counties.....\$ 28.27	19.44

POWER EQUIPMENT OPERATOR:

Class 1.....\$ 33.25	18.60
Class 2.....\$ 30.49	18.60
Class 3.....\$ 29.38	18.60
Class 4.....\$ 25.92	18.60
Class 5A.....\$ 26.04	18.60
Class 5B.....\$ 28.64	18.60
Class 5C.....\$ 26.94	18.60

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Cranes, tower cranes, derricks, derrick boats, draglines, clamshells, cableways, boom truck, loaders of 6 cubic yard capacity and over, excavators and shovels with an operating weight of 110,000 pounds and over.

GROUP 2: Loaders up to 6 cubic yard capacity, gradall, hoist 2 drums or more, mixer plant (2 or more mixers including batch control), pile driver operator, core drill, trencher, backhoe, asphalt paver, cement paver, rotary drill, bulldozers, concrete pump, controlled fine grade machine, slip form paver, log loader, log skidder, motor grader, rubber tired scraper, tractor pan, Roto Miller, tow or work boat, mobile conveyor, transloader, articulating equipment, material hauler, carry deck, compactor with blade, skidsteer including attachments, fork lift, self-propelled concrete spreader, concrete finishing machine, derrick (single drum), hoist (single drum), single drum paver, air tugger, Ross Carrier, multiple concrete saw, hydraulic post driver, horizontal road-boring machine, tie distributor, track lining machine, ballast tamper, anchor application machine, ribbon rail puller, ballast regulator, auto sled, turn table, pavement breaker, asphalt batch plant, concrete batch plant, crushing plant, compactor with blade, power broom, vac-all truck, self-propelled concrete spreader and concrete finishing machine, mechanics with tools and greasers, excavators, and shovels with an operating weight of

up to 110,000 pounds.

GROUP 3: Asphalt roller

GROUP 4: Air compressor, concrete mixer (under 1 cubic yard), light plant, mechanic's tender, assistant engineer, screedman, spreader box man, joint sealer and pump, steam jenny, stationary conveyor (belt or bucket), A-frame, tire man, screening and washing plant, form sub-grader, power form handling equipment, burlap and curing machine, form grader, bull float, bar and joint installing machine, roller and compactor, hydroblaster, concrete mixer (single drum, 1 cu. yd. or over), portable concrete saw and highway striping operator. Utility operators shall be paid Group 2 rate when operating 1 to 5 air compressors, pumps, stationary conveyors (belt or bucket), light plants, and gasoline or diesel powered welders and all farm type tractors.

GROUP 5A: Those operating off-road trucks in the following counties: Barbour, Braxton, Boone, Calhoun, Clay, Doddridge, Fayette, Gilmer, Greenbrier, Harrison, Jackson, Kanawha, Lewis, Marion, Mercer, McDowell, Monongalia, Monroe, Nicholas, Pleasants, Pocohontas, Preston, Putnam, Raleigh, Randolph, Roane, Ritchie, Summers, Taylor, Tucker, Tyler, Upshur, Webster, Wirt, Wood, and Wyoming.

GROUP 5B: Those operating off-road trucks in the following counties: Cabell, Lincoln, Logan, Mason, Mingo, and Wayne.

GROUP 5C: Those operating off-road trucks in the following counties: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan and Pendleton.

FOOTNOTE: \$2.00 per hour shall be added to the Group 1 rate for individuals operating a lattice boom crane with a fixed boom of 150 feet or more. \$0.25 per hour shall be added to all of the above schedules for underground work.

TRUCK DRIVER

Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan, Pendleton		
Class 1.....	\$ 25.72	18.11
Class 2.....	\$ 26.61	18.11
Class 3.....	\$ 27.38	18.11
Brooke, Hancock		
Class 1.....	\$ 29.17	13.86
Class 2.....	\$ 30.92	13.86
Class 3.....	\$ 31.71	13.86
Cabell, Lincoln, Logan, Mason, Mingo, Wayne		
Class 1.....	\$ 29.79	15.60
Class 2.....	\$ 30.76	15.60
Class 3.....	\$ 31.55	15.60
Marshall, Ohio, Wetzel		
Class 1.....	\$ 26.26	16.81
Class 2.....	\$ 27.16	16.81
Class 3.....	\$ 27.76	16.81
Remaining Counties		
Class 1.....	\$ 26.97	16.15
Class 2.....	\$ 27.76	16.15
Class 3.....	\$ 28.44	16.15

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1: Single Axle Trucks used as Dumps, Supply, Fuel, Water, Van, Flatbody, Monorail, Distributor (other than Bituminous Distributors) including Towed Single Units, Material Checkers and Receivers, Greasers, Tireman and Mechanic Tenders (Trucks), Warehouse, Yardmen and Pick-up trucks.

GROUP 2: Tandem and Tri-Axle Trucks used as Dumps, Supply, Fuel, Water, Van, Flatbody, Monorail and including Towed Single Units, Truck Tractors used in combination with Dump, Van, Tank, Flatbed, Low platform or Pole Trailers, Bituminous Distributors, Agitator or Mixer Trucks (up to 20 cubic-yards), Rubber-tired tractors (towing and pushing), Drag and Tag-alongs.

GROUP 3: Mobile Metered Mixer, Agitator or Mixer Trucks (over 20 cubic yards), & Mechanic Truck.

A. Double Hitch equipment operated by 1 driver shall pay 50% more than the wages set out above.

B. \$0.25 per hour shall be added for tunneling and all other underground work.

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can

be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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END OF GENERAL DECISION

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