

COWEN PUBLIC SERVICE DISTRICT
WEBSTER COUNTY, WEST VIRGINIA

CONTRACT #2 – PHASE II: WATER TANK REHABILITATION

ADDENDUM #2

JANUARY 19, 2021

THRASHER PROJECT # 010-0856

TO WHOM IT MAY CONCERN:

The following are clarifications and responses to questions posed by contractors for the above reference project.

A. GENERAL

1. Bid Opening for Contract #2 has been rescheduled to **2:00 p.m. on Tuesday, FEBRUARY 2, 2021.**
2. The Bid Form has been revised to modify the quantities. The revised Bid Form is included with this Addendum #2. **YOU MUST USE THE ATTACHED BID FOR INCLUDED WITH THIS ADDENDUM #2 WHEN PREPARING YOUR BID PACKAGE.**
3. Updated Wage Rates are included with this Addendum #2. **YOU MUST USE THE ATTACHED WAGE RATES INCLUDED WITH THIS ADDENDUM #2 WHEN PREPARING YOUR BID PACKAGE.**
4. Bids will be received by the Cowen Public Service District, located at 7017 Webster Road, Cowen, West Virginia 26206. Bids shall be mailed, or hand delivered by **2:00 p.m. on Tuesday, February 2, 2021.** Social distancing guidelines will be followed. Conference call information is as follows: Call in number 1-646-558-8656; Meeting ID: 854-8803-2955; Passcode: 773709; and at the following address:

<https://us02web.zoom.us/j/85488032955?pwd=SBBDZ0VicC8xV2J1dElqRytqOEExCZz09>

B. SPECIFICATIONS

1. **REPLACE** Section C-240 – Bid Form included with this Addendum #2.
2. **REPLACE** Section C-520 – Agreement Between Owner and Contractor for Construction Contract included with this Addendum #2.
3. **REPLACE** Section 012000 – Price and Payment Procedures included with this Addendum #2.
4. **INSERT** Section 264200 – Cathodic Protection included with this Addendum #2.

5. Section 099050 – Repainting of Steel Water Storage Facility: Part 1 General, Section 1.3 Contractor Pre-Qualification: **CHANGE: All Contractors bidding shall provide documentation of painting steel potable water storage tanks.**

C. DRAWINGS

1. N/A

D. QUESTIONS AND RESPONSES

1. QUESTION

Is there an Engineer's Estimate available for this contract?

RESPONSE

The Engineer's estimated cost of construction is \$300,000.

2. QUESTION

When will construction start on this project?

RESPONSE

Construction is estimated to begin May 2021.

3. QUESTION

Are there any prevailing wage requirements for this project?

RESPONSE

Yes.

4. QUESTION

Are there any drawings or pictures of the Tanks available?

RESPONSE

No. Please contact Terry Wayne, General Manager, (304-618-1604) to schedule a site visit.

5. QUESTION

What are the tank dimensions?

RESPONSE

Cowen Tank: Diameter = 30ft, Height = 37ft

Nursing Home Tank: Diameter = 26ft, Height = 25ft

6. QUESTION

Are the Tanks elevated or ground level?

RESPONSE

Both tanks are ground level tanks.

7. QUESTION

Will a full blast be conducted on the interior and exterior?

RESPONSE

Yes.

8. QUESTION

Is there lead paint or containment involved?

RESPONSE

Yes, Bid Item Number 8 covers lead paint abatement.

9. QUESTION

Are the roads to the tank clear from trees, debris, etc.?

RESPONSE

Yes.

10. QUESTION

Can both tanks be out of service at the same time?

RESPONSE

No.

11. QUESTION

Are there set out of service days for each tank?

RESPONSE

No.

12. QUESTION

Could you please clarify the time of the contract? The advertisement states 150/180 days and the agreement states 300/330 days.

RESPONSE

Contract times will be 150 days to substantial completion and 180 days to final payment. A copy of revised Section C-520 Agreement.

13. QUESTION

Is new Cathodic Protection required?

RESPONSE

Yes.

14. QUESTION

Is there digging or excavation being done under this contract and just strictly work to the water tanks themselves.

RESPONSE

Yes. Please see Specification Section 264200 – Cathodic Protection for minor earthwork requirements.

E. CLARIFICATIONS

1. The Nursing Home Storage Tank rehabilitation will require a temporary tank to keep the system fully operational. A 10,000-gallon portable tank will be required. Bid Item 10 – Temporary Portable Tank has been added to the Bid Form and Price and Payments.
1. American Iron and Steel (AIS) requirements DO apply to this project.
2. Davis Bacon wage rates apply to this project.
3. Bidders are hereby notified to acknowledge receipt of all addenda in space provided.

If you have any questions or comments, please feel free to contact me at your earliest convenience. Good luck to everyone and thank you for your interest in the project.

Sincerely,

THE THRA-SHER GROUP, INC.



Jonathan Carpenter, P.E.
Principal

**COWEN PUBLIC SERVICE DISTRICT
WEBSTER COUNTY, WEST VIRGINIA
PROPOSED
CONTRACT #2 – WATER TANK REHABILITATION
THRASHER PROJECT #010-00856**

BID FORM

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
Cowen Public Service District
7017 Webster Rd
Cowen, WV 26206
- 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>
_____	_____
_____	_____
_____	_____

- 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.
- 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 Wastewater System Improvements Project. The Project "Sequence of Construction" has been detailed in the Drawings and Specification Division 1, Project Summary, Section 1010, Part-2 Execution. The Bidder agrees to perform all the Work proposed for the total of the following Bid prices.

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

**PROPOSED
CONTRACT #2 – WATER TANK REHABILITATION
FOR THE
COWEN PUBLIC SERVICE DISTRICT
WEBSTER COUNTY, WEST VIRGINIA
THRASHER PROJECT #010-00856**

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	Quantity	Description with Unit Price Written	Unit Price	Total Price
1	LS	Mobilization/Demobilization		
			Dollars	
			Cents	
2a	LS	Interior Surface Preparation Including Sand Blasting *SSPC- SP10 (near white metal blast) of 200,000 Gallon Tank		
			Dollars	
			Cents	
2b	LS	Interior Surface Preparation Including Sand Blasting *SSPC- SP10 (near white metal blast) of 105,000 Gallon Tank		
			Dollars	
			Cents	
3a	LS	Cathodic Protection Upgrades of 200,000 Gallon Tank		
			Dollars	
			Cents	

Item	Quantity	Description with Unit Price Written	Unit Price	Total Price
3b	LS	Cathodic Protection Upgrades of 105,000 Gallon Tank		
			Dollars	
			Cents	
4a	LS	Interior Priming and Painting of 200,000 Gallon Tank		
			Dollars	
			Cents	
4b	LS	Interior Priming and Painting of 105,000 Gallon Tank		
			Dollars	
			Cents	
5a	LS	Clean and Disinfect Interior of 200,000 Gallon Tank		
			Dollars	
			Cents	
5b	LS	Clean and Disinfect Interior of 105,000 Gallon Tank		
			Dollars	
			Cents	
6a	LS	Exterior surface preparation including Sand blasting SSPC-SP6 (commercial blast cleaning) of 200,000 Gallon Tank		
			Dollars	
			Cents	
6b	LS	Exterior surface preparation including Sand blasting SSPC-SP6 (commercial blast cleaning) of 105,000 Gallon Tank		
			Dollars	
			Cents	

Item	Quantity	Description with Unit Price Written	Unit Price	Total Price
7a	LS	Exterior Priming and Painting of 200,000 Gallon Tank	Dollars Cents	
7b	LS	Exterior Priming and Painting of 105,000 Gallon Tank	Dollars Cents	
8a	LS	Lead Paint Abatement of 200,000 Gallon Tank	Dollars Cents	
8b	LS	Lead Paint Abatement of 105,000 Gallon Tank	Dollars Cents	
9a	25 EA	Pit Repairs for 200,000 Gallon Tank	Dollars Cents	
9a	25 EA	Pit Repairs for 105,000 Gallon Tank	Dollars Cents	
10	LS	Temporary Portable Tank	Dollars Cents	
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.

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, and 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 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.

- A. Unit prices have been computed in accordance with paragraph 13.03.A of the General Conditions.
- B. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

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

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.*

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Cowen Public Service District ("Owner") and
____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Phase II: Water System Rehabilitation Project.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Phase II: Water System Rehabilitation Project.

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by The Thrasher Group, Inc.
- 3.02 The Owner has retained The Thrasher Group, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 150 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 180 days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

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 30* 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 1 to 7, 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. (pages to , inclusive).
 - 5. General Conditions (pages C-700-1 to C-700-65, inclusive).
 - 6. Supplementary Conditions (pages C-800-1 to C-800-12, inclusive).
 - 7. Additional Supplemental General Conditions.
 - 8. Specifications as listed in the table of contents of the Project Manual.
 - 9. Drawings (not attached but incorporated by reference) consisting of 31 sheets with each sheet bearing the following general title: Phase II: Water System Rehabilitation Project.
 - 10. Addenda (numbers to , inclusive).
 - 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages C-410-1 to C-410-6, inclusive).
 - 12. 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:

Cowen Public Service District

By: Jim Gamble

By: _____

Title: Chairman

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:

Cowen Public Service District

717 Webster Rd.

Cowen, WV 26206

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

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.
- G. Alternates.

1.2 SCHEDULE OF VALUES

- A. Submit printed schedule on Progress Estimate schedule on EJCDC C-620 or Contractor's standard form or electronic media printout will be considered for this use.
- B. Submit Schedule of Values in duplicate within twenty (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. Also identify Site mobilization, bonds and insurance, and demobilization.
- 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 three (3) copies of each Application for Payment on EJCDC C-620 - Contractor's Application for Payment.
- B. Content and Format: Use Schedule of Values 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 submittals 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 Word 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. Weigh Scales: Inspected, tested, and certified by applicable Virginia weights and measures department within past year.
- 2. Platform Scales: Of sufficient size and capacity to accommodate conveying vehicle.
- 3. Metering Devices: Inspected, tested, and certified by applicable Virginia department within past year.
- 4. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel, or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
- 5. Measurement by Volume: Measured by cubic dimension using mean length, width, and height or thickness.
- 6. Measurement by Area: Measured by square dimension using mean length and width or radius.
- 7. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
- 8. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

C. Unit Price Schedule:

1. **Bid Item 1 - Mobilization/Demobilization**
 - a. This Bid item shall include all costs associated with mobilization. This Bid item shall also include payment of all bonding costs incurred by the Contractor. This Bid item shall include all materials and equipment required for unloading and reloading. This Bid item shall also include all costs associated with demobilization.
 - b. The payment request for mobilization shall not exceed 3% of the total Bid Price for this Contract. The balance of the lump sum Bid item amount shall be considered demobilization and shall be paid at contract closeout.
2. **Bid Item 2 - Interior Surface Preparation Including Sand Blasting *SSPC-SP10 (near white metal blast)**
 - a. Bid items are broken out according to the size of storage tank as follows: 2a – 200,000 Gallons, 2b – 105,000 Gallons
 - b. This Bid Item shall include all costs associated with the surface preparation of the interior of the water storage tanks in accordance with Section 099050.
 - c. Payment for this Bid Item shall be a lump sum.
3. **Bid Item 3 – Cathodic Protection Upgrades**
 - a. Bid items are broken out according to the size of storage tank as follows: 3a – 200,000 Gallons, 3b – 105,000 Gallons
 - b. This Bid Item shall include all costs associated with the purchase and installation of a new cathodic protection system, welding steel eyelets and brackets to the tank interiors for anode and reference cell tie off points, welding mounting bolts to the 75 mil tank exterior wall for mounting rectifier, welding 1.5” heavy wall pipe couplings for the pressure entrance fittings into the tank wall (if needed).
 - c. Payment for this Bid Item shall be a lump sum.
4. **Bid Item 4 - Interior Priming and Painting**
 - a. Bid items are broken out according to the size of storage tank as follows: 4a – 200,000 Gallons, 4b – 105,000 Gallons
 - b. This Bid Item shall include all costs associated with the interior priming and painting of the water storage tanks in accordance with Section 099050.
 - c. Payment for this Bid Item shall be a lump sum.
5. **Bid Item 5 – Clean and Disinfect the Interior of Tanks**
 - a. Bid items are broken out according to the size of storage tank as follows: 5a – 200,000 Gallons, 5b – 105,000 Gallons
 - b. This Bid Item shall include all costs associated with the cleaning and disinfection of the water storage tanks in accordance with Section 331313.00.
 - c. Payment for this Bid Item shall be a lump sum.

6. Bid Item 6 - Exterior surface preparation including Sand blasting SSPC-SP6 (commercial blast cleaning)
 - a. Bid items are broken out according to the size of storage tank as follows: 6a – 200,000 Gallons, 6b – 105,000 Gallons
 - b. This Bid Item shall include all costs associated with the surface preparation of the exterior of the water storage tanks in accordance with Section 099050.
 - c. Payment for this Bid Item shall be a lump sum.
7. Bid Item 7 – Exterior Priming and Painting
 - a. Bid items are broken out according to the size of storage tank as follows: 7a – 200,000 Gallons, 7b – 105,000 Gallons
 - b. This Bid Item shall include all costs associated with the exterior priming and painting of the water storage tanks in accordance with Section 099050.
 - c. Payment for this Bid Item shall be a lump sum.
8. Bid Item 8 – Lead Paint Abatement
 - a. Bid items are broken out according to the size of storage tank as follows: 8a – 200,000 Gallons, 8b – 105,000 Gallons
 - b. This Bid Item shall include all costs associated with the lab testing, and if required, the removal and disposal of all materials containing ingestible lead.
 - c. Payment for this Bid Item shall be a lump sum.
9. Bid Item 9 – Pit Repair
 - a. Bid items are broken out according to the size of storage tank as follows: 9a – 200,000 Gallons, 9b – 105,000 Gallons
 - b. This Bid Item is to include all costs associated the repair of any pitting on the water storage tanks in accordance with Section 099050.
 - c. Payment for this Bid Item shall be based per each.
10. Bid Item 10 – Temporary Portable Tank
 - a. This Bid Item is to include all costs associated the installation and use of a 10,000 gallon temporary storage tank to maintain a fully operational distribution system fully during rehabilitation of the 105,000 gallon Nursing Home Storage Tank.
 - b. Payment for this Bid Item shall be based per each.

Cowen Public Service District
Contract #2 – Phase II: Water System Rehabilitation Project

ADDENDUM #2
010-00856
1/2021

1.7 ALTERNATES - Not Used

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 012000

SECTION 264200 - CATHODIC PROTECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes passive cathodic protection systems that use magnesium anodes to protect iron and steel piping and tanks.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.
- B. Warranty: Sample of special warranty.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.5 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace permanent reference electrodes that fails in materials or workmanship within specified warranty period.
 - 1. Warranty Period: ten (10) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MAGNESIUM ANODES, TYPE II

- A. Comply with ASTM B 843.
- B. Chemical composition as percent of weight shall be as follows:
 - 1. Aluminum: 0.010 maximum.
 - 2. Manganese: 0.50 to 1.3.
 - 3. Zinc: 0.05 maximum.

4. Silicon: 0.50 maximum.
 5. Copper: 0.02 maximum.
 6. Nickel: 0.001 maximum.
 7. Iron: 0.03 maximum.
 8. Other Impurities: 0.05 each; 0.3 maximum total.
 9. Magnesium: Remainder.
- C. Anode Core: Galvanized steel with anode wire silver-soldered to the core. Connection shall be recessed and epoxy insulated for 600-V rating. Connection shall be covered with heat-shrinkable tubing, and insulation shall be extended over connection.
- D. Anode Wires: Factory-installed cables, with copper conductors, suitable for direct burial; not less than No. 10 AWG with Type THWN insulation according to ASTM D 1248 and NEMA WC 70/ICEA S-95-658; long enough to extend to accompanying junction box without splicing.
- E. Anode Backfill: Backfill materials packaged in water-permeable fabric sack or cardboard container. Anodes shall be factory installed in packaged backfill using methods that result in dense packing of fill with factory-installed anode spacers to ensure centering of anode in packaged anode backfill. Backfill material shall have the following chemical composition by weight:
1. Hydrated Gypsum: 75 percent.
 2. Bentonite Clay: 20 percent.
 3. Anhydrous Sodium Sulfate: 5 percent.

2.2 PERMANENT REFERENCE ELECTRODES

- A. Copper/copper sulfate (Cu/CuSO₄), suitable for direct burial. Electrode shall be guaranteed by supplier for ten (10) years' service in the installed environment.

2.3 WIRE AND CABLE

- A. Anode Header Cable: Single-conductor, Type HMWPE, insulated cable specifically designed for direct-buried dc service in cathodic protection installations.
1. Conductor: Stranded, annealed, uncoated copper, not less than No. 8 AWG, complying with ASTM B 3 and ASTM B 8.
 2. Insulation: High-molecular-weight polyethylene, complying with NEMA WC 70/ICEA S-95-658.
 3. Minimum Average Thickness of Insulation: 110 mils for Nos. 8 through 2 AWG, and 125 mils for Nos. 1 through 4/0 AWG; rated at 600 V.
 4. Connectors: Copper compression type or exothermic welds.
- B. Conductors and Cables: Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

1. Bonding Conductors for Joint and Continuity Bonds: Not less than No. 8 AWG, stranded, Type THWN copper conductors.
2. Flexible Pipe Coupling Bonds: Flexible copper straps with electrical resistance equal to No. 1/0 AWG stranded copper wire and with five holes for five exothermic welds to pipe.
3. Test Wires: No. 12 AWG, Type THWN copper conductors.
4. Resistance Wires: No. 16 or No. 22 AWG nickel-chromium wire.
5. Cables for Installation in Conduit: Type THWN copper conductors.

2.4 TEST STATIONS

- A. Plastic Test Stations: Flush-mounted type, manufactured of high-impact-resistant PVC or polycarbonate with watertight conduit connections and cover and removable terminal board having at least five terminals.
- B. Test Station Mounting Enclosures:
 1. Non-Traffic-Area Boxes: Comply with requirements in Section 260533 "Raceways and Boxes for Electrical Systems."
 2. Traffic-Area Boxes: Comply with requirements in Section 260543 "Underground Ducts and Raceways for Electrical Systems." Boxes shall have cast-iron covers with a welded bead legend "CP TEST."

2.5 EXOTHERMIC WELDING MATERIALS

- A. Exothermic Weld Kits: Specifically designed by manufacturer for welding materials and shapes required.
- B. Exothermic Weld Caps: Dome of high-density polyethylene, 10-mil (0.254-mm) minimum thickness, filled with mastic and containing a tunnel portion to separate lead wire from exothermic weld.

2.6 COATING REPAIR MATERIALS

- A. Touchup Coating Materials: Comply with requirements in Section 099600 "High-Performance Coatings" for coating systems for touchup of factory-applied coatings.
- B. Adhesive-Applied Coating Materials: Coating materials shall be compatible with factory-applied coating system.
 1. Nominal thickness of coating materials shall be not less than 75 mils plus or minus 5 percent.
 2. Coating materials shall be one of the following supplied by factory-applied coating system manufacturer:
 - a. Polyvinyl-chloride, pressure-sensitive, adhesive tape.
 - b. High-density polyethylene/bituminous rubber compound tape.
 - c. Butyl rubber tape.

- d. Coal-tar epoxy.

PART 3 - EXECUTION

3.1 GENERAL INSTALLATION REQUIREMENTS

- A. Comply with ANSI/IEEE C2 and NFPA 70.
- B. Make connections to ferrous pipe and metal tanks using exothermic welding.
- C. Coat welds with the coating repair material and apply an exothermic weld cap.

3.2 MAGNESIUM ANODE INSTALLATION

- A. Install magnesium anodes at locations that clear obstructions. Install at least 36 inches and no more than 10 feet from tank to be protected. Install in augered holes with top of anode 24 inches a minimum of 36 inches below finished grade. In soils that will collapse into augered holes, use casing of galvanized sheet steel.
- B. Install anodes in a dry condition after plastic or waterproof protective covering has been completely removed from water-permeable permanent container that houses anode metal. Do not use anode-connecting wire for lowering anode into hole. Backfill annular space around anode with fine earth in 6-inch layers; compact each layer using hand tools. Do not strike anode or connecting wire during backfilling and compacting. After backfilling and compacting to within 6 inches of finished grade, pour approximately 5 gal. of water into each filled hole. After water has been absorbed by earth, complete backfilling to finished level.
- C. Weld steel eyelets and brackets to the tank interiors for anode & reference cell tie-off points.
- D. Weld mounting bolts to the 75M tank exterior wall for mounting rectifier.
- E. Weld 1 ½" wall pipe couplings for the pressure entrance fittings into the tank walls if needed.
- F. Install anodes spaced as indicated, directly connected to the pipeline, allowing slack in connecting wire to compensate for movement during backfill operation.
- G. For tank protection, connect groups of anodes to collector cable. Make contact, through a test station, with tank to be protected.
- H. Do not use resistance wires to reduce current output of individual or group anodes.

3.3 INSTALLATION OF REFERENCE ELECTRODES

- A. Install directly beneath the buried metallic component being protected.

3.4 COATINGS

- A. Field Joints: Apply adhesive-applied coating system in a thickness to achieve corrosion protection equal to adjacent factory-applied coating.

3.5 FIELD QUALITY CONTROL

- A. Comply with NACE RP0169 and NACE RP0285.
- B. Testing Agency: The Contractor shall provide a qualified testing agency to perform tests and inspections.
- C. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installation, including connections.
- D. Perform tests and inspections.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- E. Tests and Inspections:
 - 1. Static Pull Test: Choose, at random, one completed anode of each type for this destructive test. Demonstrate that anode wire connections have enough strength to withstand a minimum tensile load of 300 lb. If test fails, replace all anodes and repeat test at another randomly selected anode.
 - 2. Insulation Testing: Before anode system is connected to pipe and tank, test insulation at each insulating joint and fitting. Demonstrate that no metallic contact, or short circuit, exists between the two insulated sections of pipe and tank. Replace defective joints or fittings.
 - 3. Bonding Tests: Test for electrical continuity across all bonded joints. Repair or add
 - 4. Anode Output: Measure electrical current as anodes or groups of anodes are connected to pipe and tank. Use a low-resistance ammeter. Record current, date, time, and location of each measurement.
 - 5. Pipe and Tank to-Reference Electrode Potential Measurements: On completion of installation of entire cathodic protection system, make electrode potential measurements according to NACE RP0169, using a copper/copper-sulfate reference electrode and a potentiometer-voltmeter, or a dc voltmeter with an internal resistance (sensitivity) of not less than 100,000 ohms per volt and a full scale of 1 or 2 V. Make measurements at same locations as those used for baseline potentials. Record voltage, date, time, and location of each measurement, using one of the following two methods:
 - a. 0.85 V Negative Voltage: With cathodic system in operation, measure a negative voltage of at least minus 0.85 V between tank and a saturated copper/copper-sulfate reference electrode contacting the earth directly over tank.
 - b. 100-mV Polarization Voltage: Determine polarization voltage shift by interrupting protective current and measuring polarization decay. An immediate voltage shift will occur if protective current is interrupted. Use voltage reading, after immediate

shift, as base reading from which to measure polarization decay. Measure at least a minimum polarization voltage shift of 100 mV between tank and a saturated copper/copper-sulfate reference electrode contacting the earth directly over tank.

- F. Inspect coatings; comply with NACE RP0188. Repair imperfections of factory-applied coatings as specified in "Coatings" Article.
 - 1. Use electronic holiday detectors to detect coating imperfections.
 - 2. All damage to the protective coating during transit and handling shall be repaired before installation.
 - 3. Repair factory-applied coatings to have equal or better corrosion resistance than the factory-applied coating system. Field-repair material shall be of the type approved by, and shall be applied as recommended by, manufacturer of the coating material.

3.6 ADJUSTING

- A. During the first year after Substantial Completion, test, inspect, and adjust cathodic protection system every three months to ensure its continued compliance with specified requirements.

3.7 DEMONSTRATION

- A. Train Owner's maintenance personnel to adjust, operate, and maintain cathodic protection system.

END OF SECTION 264200

"General Decision Number: WV20210031 01/01/2021

Superseded General Decision Number: WV20200031

State: West Virginia

Construction Type: Building

County: Webster County in West Virginia.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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 \$10.95 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 2021. 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	01/01/2021

ASBE0080-002 03/09/2020

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 32.40	26.37

BOIL0667-005 03/01/2018

	Rates	Fringes
BOILERMAKER.....	\$ 39.38	23.77

BRWV0009-001 12/01/2019

	Rates	Fringes
BRICK POINTER/CAULKER/CLEANER....	\$ 29.93	24.38

BRWV0015-010 06/01/2020

Rates	Fringes
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MASON - STONE.....	\$ 29.75	23.64

CARP0476-008 12/01/2016		
	Rates	Fringes
CARPENTER (All other work, excluding Drywall Hanging).....	\$ 28.70	19.08

CARP1024-001 12/01/2017		
	Rates	Fringes
CARPENTER (Scaffold Builder Only).....	\$ 28.05	17.10

CARP1755-003 12/01/2016		
	Rates	Fringes
MILLWRIGHT.....	\$ 33.95	21.75

CARP1911-004 12/01/2017		
	Rates	Fringes
CARPENTER (Floor Laying - Carpet, Hardwood, Resilient and Vinyl Only).....	\$ 29.63	20.75

ENGI0132-007 12/01/2018		
	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
GROUP 1.....	\$ 39.56	19.95
GROUP 2.....	\$ 39.21	19.95
GROUP 3.....	\$ 38.21	19.95
GROUP 4.....	\$ 27.71	19.95
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		
GROUP 2: Operating Cranes and Tower Cranes with a lifting capacity of 15 tons and over		
GROUP 3: Backhoe, all other Cranes		
GROUP 4: Bobcat/Skid Steer/Skid Loader, Roller, Oiler		

* IRON0549-006 12/01/2020		
	Rates	Fringes
IRONWORKER (Ornamental).....	\$ 34.03	23.22

IRON0787-006 12/01/2020		
	Rates	Fringes

IRONWORKER (Reinforcing).....\$ 30.88 22.85

LABO0379-019 12/01/2017

Rates Fringes

LABORER

Wacker Roller Operator.....\$ 26.17 16.50

LABO0453-003 12/01/2017

Rates Fringes

LABORER

Concrete Saw (Hand
Held/Walk Behind).....\$ 22.76 16.75
Grouting.....\$ 22.11 17.25

LABO0543-003 06/01/2017

Rates Fringes

LABORER.....\$ 25.41 16.75

LABORER CLASSIFICATIONS

Asphalt Raker, Jack Hammer, Motorized Buggy Operator, Water
Boy

LABO0984-005 12/01/2017

Rates Fringes

LABORER

Group 2.....\$ 21.94 15.75

LABORER CLASSIFICATIONS

GROUP 2: Airtool Operator, Asbestos Abatement (Removal from
Floors, Walls, and Ceiling), Bobcat Operator (Clean
up/Demolition), Dewatering, Rodman, Skytrak Forklift
Operator

PAIN0970-007 12/01/2020

Rates Fringes

PAINTER (Drywall
Finishing/Taping).....\$ 29.35 17.10

PAIN1195-002 06/01/2020

Rates Fringes

GLAZIER.....\$ 31.50 12.59

PLAS0926-007 06/01/2018

Rates Fringes

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

PLAS0926-008 06/01/2018

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

* UAVG-WV-0001 01/01/2019

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 29.10	21.02

* UAVG-WV-0002 01/01/2019

	Rates	Fringes
LABORER (Carpenter Tender).....	\$ 23.32	16.12
LABORER (Chipping Gun).....	\$ 24.78	16.25
LABORER (Concrete Worker).....	\$ 23.57	16.17
LABORER (Grade Checker).....	\$ 23.45	16.16
LABORER (Landscape).....	\$ 22.99	16.35
LABORER (Mortar Mixer).....	\$ 23.35	16.06
LABORER (Pipelayer).....	\$ 23.94	16.34
LABORER (Scaffold Builder).....	\$ 23.28	16.24
LABORER (Tampor - Hand Held).....	\$ 24.75	16.04

* UAVG-WV-0028 01/01/2019

	Rates	Fringes
PLUMBER.....	\$ 32.54	24.58

SUWV2012-029 08/13/2012

	Rates	Fringes
BRICKLAYER.....	\$ 27.50	12.35
CARPENTER (Drywall Hanging Only).....	\$ 25.08	12.58
ELECTRICIAN.....	\$ 28.16	15.11
IRONWORKER, STRUCTURAL.....	\$ 26.01	12.18
LABORER: Common or General.....	\$ 20.66	8.78
LABORER: Demolition.....	\$ 20.58	9.47
LABORER: Mason Tender - Brick...	\$ 21.47	8.29
LABORER: Mason Tender - Cement/Concrete.....	\$ 22.05	8.54
OPERATOR: Bulldozer.....	\$ 30.24	10.26
OPERATOR: Excavator.....	\$ 30.31	10.81
OPERATOR: Forklift.....	\$ 33.09	3.00
PAINTER: Brush, Roller and Spray.....	\$ 22.03	9.95

PIPEFITTER, Includes HVAC		
Pipe Installation.....	\$ 27.64	18.09
ROOFER.....	\$ 24.28	9.32
SHEET METAL WORKER, Includes		
HVAC Duct Installation.....	\$ 25.61	15.68
Truck Driver: Single and		
Double Axle Dump Trucks.....	\$ 28.52	3.00

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: WV20210061 01/01/2021

Superseded General Decision Number: WV20200061

State: West Virginia

Construction Type: Heavy

Counties: Barbour, Braxton, Calhoun, Fayette, Gilmer, Greenbrier, Jackson, Lewis, Mason, McDowell, Mingo, Monroe, Nicholas, Pendleton, Pocahontas, Randolph, Ritchie, Roane, Summers, Tucker, Upshur, Webster and Wyoming Counties in West Virginia.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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 \$10.95 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 2021. 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	01/01/2021

CARP0443-008 12/01/2019

	Rates	Fringes
MILLWRIGHT.....	\$ 34.75	24.05

ELEC0307-008 06/01/2020

	Rates	Fringes
ELECTRICIAN.....	\$ 34.90	18.15

ENGI0132-014 12/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		

GROUP 1.....	\$ 35.95	18.60
GROUP 2.....	\$ 33.19	18.60
GROUP 3.....	\$ 32.08	18.60
GROUP 4.....	\$ 28.62	18.60

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Cranes (All types), Boom trucks, 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, Bobcat/Skid Steer/Skid Loader, Forklift, Drill, Excavators and shovels with an operating weight of up to one hundred ten thousand (110,000) pounds

GROUP 3: Roller.

GROUP 4: Oiler

ENGI0132-027 12/01/2018

	Rates	Fringes
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POWER EQUIPMENT OPERATOR:
(PIPELINE)

GROUP 1.....	\$ 35.95	18.60
GROUP 2.....	\$ 33.19	18.60

POWER EQUIPMENT OPERATOR PIPELINE CLASSIFICATIONS

GROUP 1: Boom, Bulldozer, Excavator, Mechanic, Pipe Bending Machine

GROUP 2: Oiler.

ENGI0132-029 12/01/2018

	Rates	Fringes
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POWER EQUIPMENT OPERATOR:

Single and Double Axle Dump Trucks.....	\$ 33.19	18.60
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* IRON0549-011 12/01/2020

	Rates	Fringes
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IRONWORKER, ORNAMENTAL.....	\$ 34.03	23.22
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* IRON0568-020 12/01/2020

	Rates	Fringes
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IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 33.70	22.04
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LABO0379-040 12/01/2017

	Rates	Fringes
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LABORER: (PIPELINE).....\$ 25.11 16.50

LABORER CLASSIFICATIONS:

Chain Saw, Common, Flagger, Landscape, Pipelayer, Sandblaster

LABO0379-043 12/01/2020

	Rates	Fringes
LABORER:		
GROUP 1.....	\$ 27.35	16.50
GROUP 2.....	\$ 26.32	16.50
GROUP 3.....	\$ 25.26	16.50

GROUP 1: Tunnel Driller, Tunnel Miner.

GROUP 2: Air Tool Operator, Chain Saw, Compactor (Dirt) Hand Held, Concrete Worker, Hand Held Drill, Form Work Only, Grade Checker, Grouting, Pipelayer, Skytrak Forklift Operator, Tamper (Hand Held), Wacker Roller Operator.

GROUP 3: Carpenter Tender, Common or General, Flagger, Landscape

PLAS0926-001 06/01/2018

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

* UAVG-WV-0010 01/01/2019

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

* UAVG-WV-0012 01/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Mechanic).....	\$ 35.45	18.30

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)).

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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

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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.

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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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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: WV20210080 01/01/2021

Superseded General Decision Number: WV20200080

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 \$10.95 for calendar year 2021 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 \$10.95 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 2021. 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	01/01/2021

SUWV2015-001 01/01/2014

Rates

Fringes

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
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 Buggie, 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, Wetzell.....\$ 30.95	14.36	
Jackson, Pleasants,		
Ritchie, Roane, Tyler,		
Wirt, Wood.....\$ 30.84	14.30	

PILEDRIVERMAN

Berkeley, Grant,		
Hampshire, Hardy,		
Jefferson, Mineral,		
Morgan, Pendleton.....\$ 32.25	15.90	
Brooke, Hancock, Marshall,		
Monongalia, Ohio, Wetzell....\$ 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, Pocahontas, 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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