

CITY OF WELLSBURG BROOKE COUNTY, WEST VIRGINIA

CONTRACT #1 MAIN ST., CHARLES ST., AND COMMERCE ST. WATERLINE REPLACEMENT PLAN

ADDENDUM #2

MARCH 8, 2021

THRASHER PROJECT #101-010-1117

TO WHOM IT MAY CONCERN:

A Pre-Bid Conference was held on, February 23, 2021 on the above-referenced project, a copy of the sign in sheet is included in this Addendum. The following are clarifications and responses to questions posed by contractors for the above-referenced project.

A. GENERAL

- 1. Under Section C-111, Advertisement for Bid
 - a. Page 1 The approximate quantities of work to be bid upon are described as follows, "10,300" was replaced with "10,559"
 - b. Page 1 The approximate quantities of work to be bid upon are described as follows, "4,150" was replaced with "2,863"
 - c. Page 1 The approximate quantities of work to be bid upon are described as follows, "2,150" was replaced with "1,319"
 - d. Page 1 The approximate quantities of work to be bid upon are described as follows, "3,800" was replaced with "3,022"
 - e. Page 1 The approximate quantities of work to be bid upon are described as follows, "6,800 LF of milling and 2" HMA Overlay" was replaced with "10,196 LF of Asphalt Pavement Repair"
 - f. Page 1 Substantial Completion of "165 Days" was replaced with "330 Days", Final Completion of "195 Days" was replaced with "360 Days"
- 2. Under Section C-200, Instructions to Bidders, Article 8.03, "91 Days" was replaced with "90 Days"
- 3. Under Section C-430, Bid Form
 - a. Article 5.01, Bid Schedule was replaced in its entirety.
- 4. Under Section C-520, Agreement Between Owner and Contractor

- a. Article 4.02, Inserted "330" days for Substantial Completion and "360" for final completion time
- b. Article 9.01.A.4.a, Inserted BOR (pages 1 to 17, inclusive.)
- c. Article 9.01.A.8, Added "DWTRF Forms as listed in the table of contents of the Project Manual" to the list of contract documents
- d. Article 9.01.A.11, Inserted Addenda (numbers 1 to 1, inclusive)
- 5. Sign-In Sheets from the Pre-Bid Conference are included with this Addendum #2
- 6. Last day for receiving questions will be COB, March 17, 2021
- 7. B&O Taxes are required for this project at a rate of 1% of gross
- 8. The Engineer's Estimate of Probable Cost is \$1,740,000
- 9. Bidders are hereby notified to acknowledge receipt of all addenda in space provided on Bid Form
- 10. Certified payrolls are required with Federal Wage Rates. Interviews with employees will also be performed to confirm compliance with Federal Wage Rates. Wage rate schedule is attached.
- 11. Bids will be received until 2:00 p.m. on March 24, 2021 at 70 Town Square, Wellsburg, WV

B. <u>SPECIFICATIONS</u>

- 1. Under Section 011000 Summary
 - a. Part 1.3.A.1, Replace "10,300 feet of 6" with "10,559 feet of 8"
 - b. Part 1.5.B, Replace "8:00 a.m. to 5:00 p.m." with "6:00 a.m. to 6:00 p.m."
- 2. Under Section 012000 Price and Payment Procedure, Part 1.6.F the Unit Price Schedule was revised in its entirety
- 3. Under Section 017000 Execution and Closeout Requirements, Part1.2.A, Replace "Virginia" with "West Virginia"
- 4. Under Section 310516 Aggregates for Earthwork, Part 2.A, Replace "City of Mannington's Sanitary Board" with "City of Wellsburg"
- 5. Under Section 312316 Excavation, Part 1.4.A, Replace "City of Weirton" with "City of Wellsburg"
- 6. Under Section 312316.13 Trenching,
 - a. Part 1.5.A, Replace "City of Weirton" with "City of Wellsburg"
 - b. Part 3.2.F.1, Replace "City of Weirton" with "City of Wellsburg"
 - c. Part 3.2.F.2, Replace "City of Weirton" with "City of Wellsburg"

C. DRAWINGS

1. Plan Sheet 15, Interconnection detail #18, Commerce St. and 3rd St., 4-inch gate valves labeled 8-inch have been revised to show 4-inch gate valves. 8-inch 22.5-degree bend labeled 6-inch has been revised to show an 8-inch 22.5-degree bend.

2. Plan Sheet D3, Meter Setting Details, removed note 1 "All water service valves are to be set on the customers property out of the WVDOH R/W" with "Curb Stops to be located 1' inside R/W." Removed "Meter Setting" with "Curb Stop."

D. **QUESTIONS AND RESPONSES**

QUESTION

1. The plans show 8-inch diameter waterline. Bid item 11 shows 6-inch diameter waterline. Which is correct?

RESPONSE

Bid item 11 has been revised to 8-inch waterline.

QUESTION

2. The plans show 8-inch diameter gate valves. Bid item 10 shows 6-inch diameter gate valves. Which is correct?

RESPONSE

Bid item 10 has been revised to 8-inch gate valves.

QUESTION

3. Will the waterline lineal footage and valves for the tie-ins #1 thru 25 shown on sheets 9-17 be paid for beneath the waterline and valve pay items in addition to the tie in pay items?

RESPONSE

An item for "Reconnect to Exist Service" has been added, see revised Bid Form. Detailed descriptions of what is paid under what item can be found in Specification 012000 – Price and Payment Procedures Section 1.6.F "Unit Price Schedule.

QUESTION

4. Water services 135, 134, 9, 45, 46, 47, 48, 49, 50, 51, 39, 38, 37, 196, 192, 190, 186, & 142 appear to be connected inside the building. The details on sheet C3 appear to be connecting outside the building. Are we to enter the buildings to connect these services?

RESPONSE

No. The service will be connected at the curb box which will be installed approximately 1-foot inside the R/W per standard detail on revised sheet D3 of the plans. The curb stops shall be located 1 foot from the R/W for both WVDOH and City of Wellsburg roadways.

QUESTION

5. Pay item 5 is for 3 each 12" Hot tap tie into existing waterline. Where are these 12" Hot Taps? Pay item 9 is for 3 each 4" Hot taps. We see 1 each on detail #14 on sheet 14. Where are the other two 4" Hot taps?

RESPONSE

Quantities and bid items have been updated, see revised Bid Form.

QUESTION

6. From details 1 thru 25 shown on sheets 9-16 we count the following hot taps: 10" by 8" 3 each, 8" by 8" 3 each, 6" by 6" 2 each, 4" by 4" 1 each. Should pay items be established for all of these hot taps?

RESPONSE

Quantities and bid items have been updated, see revised Bid Form.

QUESTION

7. Can the Time of Completion be extended?

RESPONSE

The contract will be changed so that the work will be substantially completed within 330 calendar days after the date when the Contract Times commence to run and completed and ready for final payment within 360 days after the date when the Contract Times commence to run. (See revised Advertisement for Bid and General Conditions)

OUESTION

8. Why is there not a line item for curb stops or connecting services?

RESPONSE

The payment for curb stops are under Item 13 – Reconnect to Existing Services. Reconnect to Existing Services has been added as a line item.

QUESTION

9. 6,800 LF seems like a lot for HMA, can you identify the limits for pavement overlay and sidewalk replacement?

RESPONSE

HMA has been changed to "Superpave Asphalt Skid Resistant Pavement" and the Concrete Sidewalk item has been adjusted to "Concrete Pavement Repair". The quantities have been updated and are shown in the revised Bid Form.

QUESTION

10. The bid sheet seems to contradict the plans regarding tie-ins, is the bid sheet correct?

RESPONSE

The quantities have been updated and are shown in the revised Bid Form.

QUESTION

11. There is a line item for "WV DOH Bond Fee", how is that calculated and can that calculation be provided?

RESPONSE

"WV DOH Bond Fee" has been removed as a bid item, see revised Bid Form.

QUESTION

12. Are the inspection fees a fixed rate? How is that calculated and can that calculation be provided?

RESPONSE

"WV DOH Inspection Fee" has been removed as a bid item, see revised Bid Form.

13. What are the limits of surface restoration?

RESPONSE

The hatched area on sheet 5 and 6 show the limits of a 2-inch milling and 2-inch installation of Superpave Asphalt Skid Resistant Pavement restoration. All other restoration whether asphalt, concrete or brick will be trench repair related restoration and the details can be found on sheet D4.

QUESTION

14. When brick sidewalk is removed does it need to be replaced with brick? If so, how will the contractor pay for it? Will there be a separate bid item?

RESPONSE

When brick sidewalk is removed it will be replaced with brick. Brick Sidewalk/Driveway Repair" has been added as a line item.

QUESTION

15. Should there be a separate bid item for curb repair or is it paid for under the service connection?

RESPONSE

Curb repair shall be paid for under revised line item 13 – Reconnect to Existing Services.

QUESTION

16. Will the pavement restoration from open cutting the road to install the water service be paid for under the water service line item?

RESPONSE

No, the pavement restoration from open cutting the road to install the water service will be paid for under its own repair item whether it's Asphalt, Concrete or Brick.

17. How will the contractor get paid for concrete restoration (example: Tie-in #23 on sheet 7)?

RESPONSE

It will be paid for under the item "Concrete Pavement Repair."

QUESTION

18. What work is covered under the water service line item? Will service tie-in be its own item?

RESPONSE

The work covered under the water service line item is described in Section 1.6.F of 012000 Price and Payment Procedures of the Technical Specifications. "Reconnect to Existing Service" will be its own line item as shown in the revised Bid From.

QUESTION

19. Item 30 calls for 3,500 LF of "Type A" trench repair, item 27 calls for 6,800 LF of trench repair but does not define what type of trench repair. What type of trench repair is item 27?

RESPONSE

The quantities and descriptions have been updated and are shown in the revised Bid Form.

QUESTION

20. 6,800 LF of HMA overlay seems too high of a number for Route 2, is that quantity correct?

RESPONSE

The quantities have been updated and are shown in the revised Bid Form.

21. Item 6 calls for 300 LF of 16" Steel Casing (Bore & Jack), contractor can only find 30 LF called out on the plans, is the 300 LF on the Bid form correct?

RESPONSE

The quantities have been updated and are shown in the revised Bid Form.

QUESTION

22. What is the typical/cross section of item 18 – HMA City Street Repair?

RESPONSE

Item 18 – HMA City Street Repair has been removed. See revised bid form.

QUESTION

23. Can contracts be awarded if bid is over 10% above the engineers estimate?

RESPONSE

Depends on the City's ability to fund the increased amount.

QUESTION

24. Bid item 9 shows a 4" hot tap but plan shows multiple difference diameters. Is the bid sheet incorrect? How should different diameter hot taps be accounted for?

RESPONSE

The quantities have been updated and are shown in the revised Bid Form.

QUESTION

25. Would you consider adding a pay item for ADA ramps instead of it being covered under the sidewalk pay item as the two are quite varied in cost?

RESPONSE

The ADA ramps will continue to be covered under the sidewalk pay item.

26. There is no pay item for open cut casing.

RESPONSE

Casing will be paid for under item ³/₄" Polyethylene Service Tubing (Bore and Jack).

QUESTION

27. Are connections to include valves?

RESPONSE

Yes. Curb stops will be paid for under Item – 13 Reconnect to Existing Services.

QUESTION

28. Assuming there is a bore for the Fire Hydrant on Sheet 6, Property 148. Has ROW been acquired for the bore pit under the Clark Gas Station Canopy? Are there any provisions for contaminated soils on the gas station property?

RESPONSE

All the work is to be performed within the R/W.

QUESTION

29. Has ROW been acquired for the other 2 bore pits on Sheet 7?

RESPONSE

All work should be with-in the R/W.

QUESTION

30. Is sidewalk replacement included in the services? Also, Spec Sec 012000, Paragraph 12 – states the payment in SF. Please clarify.

RESPONSE

Brick sidewalk replacement will be paid for under Item – 18 Brick Sidewalk/Driveway Repair. Concrete sidewalk repair will be paid for under Item

17 Concrete Pavement Repair. Spec 012000 has been revised to reflect the payment in linear feet.

QUESTION

31. Specifications refers to other cities' ordinances though out the Specs, does the City of Wellsburg have similar ordinances?

RESPONSE

The specifications have been revised to reflect the City of Wellsburg ordinances.

QUESTION

32. Spec Section 310516 refers to Aggregates A2-A6 "Conforming to WVDOH Standard." Cannot find this in the current WVDOT Spec Book.

RESPONSE

Classification of coarse and fine aggregate shall be as defined in Section 700 of the West Virginia Department of Transportation Division of Highways 2017 Edition of Standard Specifications for Roads and Bridges.

QUESTION

33. Bid Item #12, 12" Steel Casing, the bell diameter or 8" DR18 pipe is 11.5", is this enough gap between pipe bell and casing?

RESPONSE

The previous Bid item #12 was for 16" steel casing. Bid items have been revised, see revised Bid Form. Casing is for 3/4" Polyethylene Service Tubing (Bore and Jack).

QUESTION

34. Are the Hot Taps to be paid separately or are they included in the pipe price? Could not find any 12" and only 1 each 4"?

RESPONSE

12" Hot taps have been removed and the quantities have been changed, see revised Bid Form.

35. Interconnect #12 has 2 - 8" Valves on the connection line. Is this correct?

RESPONSE

Yes, that is correct.

QUESTION

36. Are the sidewalk ramps to be re-installed only on DOH ROW only or on the City Streets also? If they are to be installed on City Streets, please indicate which type is to be installed which corner.

RESPONSE

Sidewalk ramps are to be re-installed if they have been removed to install water line.

QUESTION

37. Is an office trailer for the engineer required?

RESPONSE

Yes. The construction trailer shall be utilized as an office for the engineer.

QUESTION

38. Is Wellsburg B&O 1%?

RESPONSE

Wellsburg has a B&O tax of 1% of the gross.

QUESTION

39. Who covers WVDOH required compaction testing costs if any?

RESPONSE

The Contractor shall cover the cost of a $3^{\rm rd}$ party testing firm of compaction testing.

40. For sidewalk replacement in WVDOH ROW, is LSM backfill required?

RESPONSE

Trench repair details can be found on sheet D4 of the plans.

QUESTION

41. Is there a sidewalk detail for WVDOH and non WVDOH?

RESPONSE

The sidewalk is the same.

QUESTION

42. Since we have not gotten the correct addenda for the projects, can the due date for questions be extended to have time to review the new drawings and ask questions?

RESPONSE

Yes. The due date for questions has been extended to Wednesday, March 17, 2021.

If you have any questions or comments, please feel free to contact me at your earliest convenience. As a reminder, bids will be received until 2:00 p.m. on Wednesday, March 24, 2021 at City of Wellsburg, 70 Town Square, Wellsburg, WV. Good luck to everyone and thank you for your interest in the project.

Sincerely,

THE THRASHER GROUP, INC.

Scott Wangler, PE

Project Manager

CITY OF WELLSBURG BROOKE COUNTY, WEST VIRGINIA CONTRACT NO. 1 – MAIN STREET, CHARLES STREET, AND COMMERCE STREET WATERLINE REPLACEMENT PLAN

THRASHER PROJECT # 101-010-1117

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the Main Street, Charles Street, and Commerce Street Waterline Replacement Plan will be received by the City of Wellsburg, located at 70 Town Sq, Wellsburg, Brooke County, West Virginia until 2:00 p.m. local time on March 24, 2021 at which time the Bids received will be publicly opened and read.

The approximate quantities of work to be bid upon are described as follows:

The proposed project consists of the removal and replacement of approximately 10,559 linear feet (LF) of water line, approximately 2,863 linear feet (LF) open cut service reconnections, approximately 1,319 linear feet (LF) bore and jack service reconnections, valves, fire hydrants, service tubing. This project also consists of approximately 3,022 LF of Concrete Pavement Repair and 10,196 LF of Asphalt Pavement Repair.

The Work will be substantially completed within **330** calendar days after the date when the Contract Times commence to run and completed and ready for final payment within **360** days after the date when the Contract Times commence to run. Liquidated damages shall be \$1,000 per day.

The Issuing Office for the Bidding Documents is: The Thrasher Group, Inc., 400 3rd St. SE, Suite 309, Canton, OH 44702. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:00 am to 5:00 pm and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Complete sets of Bidding Documents may be obtained from the office of Thrasher, 400 3rd St. SE Suite 309, Canton, OH 44702, for the following costs:

- Bidding Documents issued as hard copy drawings, hard copy specifications, digital drawings and digital specifications on a C.D., are available for \$145.00 per set.
- Bidding Documents issued as hard copy drawings and digital Specifications on a C.D., are available for \$90.00 per set.

Electronic sets of Bidding Documents may be obtained:

• Bidding Documents issued as digital drawings and digital specifications on a C.D., are available for \$25.00 per set.

Amounts paid are not subject to refund.

- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, 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 6 – PRE-BID CONFERENCE

A MANDATORY pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are required to attend and are encouraged to participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of [5%] percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or **90** days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

CITY OF WELLSBURG

BROOKE COUNTY, WEST VIRGINIA

MAIN STREET, CHARLES STREET, AND COMMERCE STREET

WATERLINE REPLACEMENT PLAN THRASHER PROJECT #101-010-1117

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Wellsburg 70 Town Square Wellsburg, WV 26070

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:

Addendum No.	Addendum Date
. <u> </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 <u>Main Street, Charles Street, and Commerce Street Waterline Replacement Plan</u>. The Project "Sequence of Construction" has been detailed in the Drawings and Specification Division 1, Project Summary, Section 011000, 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

MAIN STREET, CHARLES STREET, AND COMMERCE STREET WATERLINE REPLACEMENT PLAN FOR THE

CITY OF WELLSBURG BROOKE COUNTY, WEST VIRGINIA THRASHER PROJECT #101-010-1117

BID SCHEDULE

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

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
1	1	LS	Mobilization/Demobilization			
2	1	LS	Videotaping of Project Area			
3	1	LS	Erosion and Sediment Control			
4	14	EA	Remove Existing Fire Hydrant Assembly, Complete			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
5	10559	LF	8" PVC C-900 DR-18 Water Line			
6	59	EA	8" Gate Valve, Complete with Box, Lid and Restraints			
7	2	EA	Cut and Cap Existing 3" Water Line			
8	19	EA	Cut and Cap Existing 4" Water Line			
9	11	EA	Cut and Cap Existing 6" Water Line			
10	3	EA	Cut and Cap Existing 8" Water Line			
11	2863	LF	3/4" Polyethylene Service Tubing (Open Cut)			
12	1319	LF	3/4" Polyethylene Service Tubing (Bore and Jack)			
13	192	EA	Reconnect to Existing Services			
14	14	EA	New Fire Hydrant Assembly, Complete			
15	16	EA	Tie Into Existing Water Line, Complete			
16	10196	LF	Asphalt Pavement Repair			
17	3022	LF	Concrete Pavement Repair			
18	290	LF	Brick Sidewalk/Driveway Repair			
19	2265	SY	2" Pavement Planing			
20	2265	SY	2" Superpave Asphalt Skid Resistant Pavement			
21	159	GAL	Tack Coat			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
22	3	EA	4" Hot Tap Tie-Into Existing Water Line			
23	5	EA	6" Hot Tap Tie-Into Existing Water Line			
24	3	EA	10"x8" Hot Tap Tie-Into Existing Water Line			
25	2	EA	10" Hot Tap Tie-Into Existing Water Line			
26	19	EA	Abandon Existing Gate Valve			

TOTAL BID:		
	(\$	<u> </u>

(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 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

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	City of Wellsburg	("Owner") and
		("Contractor")
Over an and Contractor banchy agrees	. fallaa.	

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: Main Street, Charles Street, and Commerce Street Waterline Replacement 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: Main Street, Charles Street, and Commerce Street Waterline Replacement 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 <u>The Thrasher Group, Inc.</u> ("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 <u>330</u> 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 <u>360</u> 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

- 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. **BOR** (pages 1 to 17, inclusive).
- 5. General Conditions (pages C-700-1 to C-700-65, inclusive).
- 6. Supplementary Conditions (pages <u>C-800-1</u> to <u>C-800-12</u>, inclusive).
- 7. Additional Supplemental General Conditions
- 8. DWTRF Forms as listed in the table of contents of the Project Manual.
- 9. Specifications as listed in the table of contents of the Project Manual.
- 10. Drawings As Noted on Index Sheet of the Plans.
- 11. Addenda (numbers 2 to 2, inclusive).
- 12. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages C-410-1 to C-410-7, inclusive).
- 13. 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.

CITY OF WELLSBURG BROOKE COUNTY, WEST VIRGINIA WATER SYSTEM IMPROVEMENT PROJECT CONTRACT 1 - WATERLINE REPLACEMENT CONTRACT 2 - WATER TREATMENT PLANT IMPROVEMENTS

PRE-BID CONFERENCE TUESDAY FERUARY 23, 2012

Thrasher Project #101-010-01117

Email Address Name Representing Phone # rschuster@thethrashergroup.com Ryan Schuster The Thrasher Group 330-451-2042 swangler@thethrashergroup.com Scott Wangler The Thrasher Group 330-451-2042 Jonathan Carpenter The Thrasher Group jcarpenter@thethrashergroup.com 304-343-7601 Steve Maguschak wellsburgcitymgr@comcast.net City of Wellsburg 304-737-2104 tclosson@jfallenco.com Tony Closson J.F. Allen Company 304-460-7424 aparis@alexparis.com Will Allison Alex E. Paris Contracting Company 724-947-2235 lpiccin@castandbaker.com Louis Piccin Cast and Baker 614-374-8306 Bernie Dunlap Stonegate Construction bdunlap@stonegatedigs.com 304-482-2721 Bob Litman Litman Excavating 740-202-0421 info@litmanexcavating.com

Name	Representing	Phone #	Email Address
Barb Zimnox	BHJ-MPC	304-797-9666	bzimnox@bhjmpc.org
*Jodie	Moran Construction	740-444-4773	
*Brian	Catrell	740-537-2481	
* Dave Lash	Cast and Baker	614-374-8306	
* Josh Austin	Kent Companies	330-874-6308	
* Mark Stoll	Foster Supply	304-755-8241	
* Tim Cunningham	Savage Construction	304-242-3100	
* Brent Will	Curtis Power Solutions	800-573-9200	
* Frank Floyer	James White Construction	304-748-8181	
*Name and Company collected by role call			

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2/22/2021

"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 01/01/2021

SUWV2015-001 01/01/2014

Rates

Fringes

BRICKLAYER

Barbour, Berkelev, Doddridge, Gilmer, Grant, Hampshire, Hardy, Harrison, Jefferson, Lewis, Marion, Mineral, Monongalia, Morgan, Pendleton, Pocahontas,

212212021	beta.onivi.go
Preston, Randolph, Taylor, Tucker, Upshur, Webster\$ 30.74 Boone, Braxton, Clay, Fayette, Greenbrier,	18.21
Kanawha, Logan, McDowell, Mercer, Monroe, Nicholas, Putnam, Raleigh, Summers,	
Wyoming\$ 29.66 Brooke, Hancock\$ 29.94	20.20 16.22
Cabell, Lincoln, Mason, Mingo, Wayne\$ 30.61 Calhoun, Jackson,	20.88
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 Brooke, Hancock, Marshall,	15.90
Ohio\$ 27.86 Remaining Counties\$ 27.72	19.30 19.44
CEMENT MASON/CONCRETE FINISHER All Counties\$ 28.67	18.85
DIVER	
Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan, Pendleton	
Diver Tender\$ 31.26 Diver\$ 32.25 Brooke, Hancock, Marshall,	15.90 15.90
Monongalia, Ohio, Wetzel Diver Tender\$ 32.01	16.76 16.76
Diver\$ 48.02 Remaining Counties Diver Tender\$ 27.72	19.44
Diver\$ 28.27	19.44
ELECTRICIAN (SIGNAL & LIGHTING)	
Equipment Operator\$ 23.30 Flagger\$ 17.00	17.99 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 Berkeley, Grant,	21.14
Hampshire, Hardy, Jefferson, Mineral, Morgan\$ 30.50 Boone, Braxton, Calhoun,	15.78
Clay, Fayette, Gilmer, Kanawha, Nicholas, Putnam,	

2/22/2021	bet	a.SAM.gov Search
Raleigh, Roane, Summers, Webster, Wyoming\$ 3 Brooke, Marshall, Ohio,	35.34	16.62
Wetzel\$ 2 Cabell, Lincoln, Logan,	28.35	22.74
Mason, Mingo, Wayne\$ 3 Greenbrier, McDowell,	32.62	21.70
Mercer, Monroe\$ 2	25.05	16.32
Hancock\$ 3	34.00	29.10
Jackson, Pleasants,		
Ritchie, Tyler, Wirt, Wood\$ 3	1.56	21.43
IRONWORKER		
Barbour, Brooke, Hancock,		
Harrison, Marion,		
Marshall, Monongalia,		
Ohio, Taylor, Tyler, Wetzel.\$ 3	5.74	22.84
Berkeley, Grant,		
Hampshire, Hardy,		
Jefferson, Mineral,		
Morgan, Pendleton,	3 00	47. 20
Preston, Tucker\$ 3	3.29	17.39
Boone, Braxton, Clay,		
Fayette, Kanawha, Lincoln,		
Logan, McDowell, Mingo, Nicholas, Putnam, Raleigh,		
Randolph, Webster, Wyoming\$ 3	1 97	19.50
Cabell, Wayne\$ 3.		21.98
Calhoun, Doddridge,	3.05	21.70
Gilmer, Jackson, Lewis,		
Mason, Pleasants, Ritchie,		
Roane, Upshur, Wirt, Wood\$ 3	3.02	20.10
Greenbrier, Mercer,		
Monroe, Pocahontas, Summers.\$ 3	5.43	16.13
LABORER		
Class 1\$ 20	6.95	16.30
Class 2\$ 2!		16.30
Class 3\$ 24		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,

PILE

POWE

21	beta.SAM.gov
Doddridge, Gilmer, Grant, Hampshire, Hardy, Harrison, Jefferson, Lewis, Marion, Mineral, Monongalia, Morgan, Pendleton, Preston, Randolph, Taylor, Tucker, Upshur, Webster\$ 31.87 Boone, Braxton, Cabell, Calhoun, Clay, Fayette, Greenbrier, Kanawha, Lincoln, Logan, Mason, McDowell, Mercer, Mingo, Monroe, Nicholas, Pocahontas, Putnam, Raleigh, Summers, Wayne, Wyoming\$ 32.05 Brooke, Hancock, Marshall, Ohio, Wetzel\$ 30.95	14.20 14.30 14.36
Jackson, Pleasants, Ritchie, Roane, Tyler, Wirt, Wood\$ 30.84	14.30
DRIVERMAN Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan, Pendleton\$ 32.25 Brooke, Hancock, Marshall, Monongalia, Ohio, Wetzel\$ 32.01 Remaining Counties\$ 28.27	15.90 16.76 19.44
Class 1	18.60 18.60 18.60 18.60 18.60 18.60

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.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

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

and concrete finishing machine, mechanics with tools and greasers, excavators, and shovels with an operating weight of up to 110,000 pounds.

GROUP 3: Asphalt roller

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

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

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

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

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

TRUCK DRIVER

Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan, Pendleton Class 1.....\$ 25.72 18.11 Class 2.....\$ 26.61 18.11 Class 3.....\$ 27.38 18.11 Brooke, Hancock Class 1.....\$ 29.17 13.86 Class 2.....\$ 30.92 13.86 13.86 Class 3.....\$ 31.71 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 16.81 Class 2.....\$ 27.16 Class 3.....\$ 27.76 16.81 Remaining Counties Class 1.....\$ 26.97 16.15 Class 2.....\$ 27.76 16.15 16.15 Class 3.....\$ 28.44

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 Tagalongs.

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.

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.

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

END OF GENERAL DECISION

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"General Decision Number: WV20210065 02/12/2021

Superseded General Decision Number: WV20200065

State: West Virginia

Construction Type: Heavy

County: Brooke 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

01/01/2021 1 02/12/2021

^{*} CARP0441-006 12/01/2020

	Rates	Fringes
CARPENTER, Includes Form Work	\$ 33.80	17.61
ELEC0246-006 10/26/2020		
	Rates	Fringes
ELECTRICIAN	\$ 39.00	34.32
ENGI0132-020 12/01/2018		
	Rates	Fringes
POWER EQUIPMENT OPERATOR: GROUP 1	\$ 35.95	18.60

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 2.....\$ 33.19

GROUP 3.....\$ 32.08

GROUP 1: Cranes (All types)

18.60 18.60 Fringes

Fringes

GROUP 2: Backhoe, Bulldozers, Compactor, Forklift, Grader/Blade, Mechanic, Tractor, Trencher.

GROUP 3: Roller.

IRON0549-012 12/01/2020

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL	\$ 34.03	23.22
LAB00379-046 12/01/2020		

Rates

			_
LABORER:			
GROUP	1\$	26.32	16.50
GROUP	2\$	25.26	16.50

GROUP 1: Bobcat Operator (Clean up/Demolition), Chain Saw, Concrete Saw(Hand Held/Walk Behind), Concrete Worker, Hand Held Drill, Grade Checker, Mason Tender-Cement/Concrete, Pipelayer, Wacker Roller Operator

GROUP 2: Carpenter Tender, Demolition, Flagger

Rates

^{*} LAB01149-012 12/01/2020

LABORER: Asphalt Raker Jack Hammer Tamper (Hand Held)	\$ 26.17	16.75 16.75 16.75
PAIN1144-006 12/01/2020		
	Rates	Fringes
PAINTER: Spray	\$ 31.52	16.10
PLAS0926-001 06/01/2018	ages ages any lang later come was donn this beat soon than latel and dirt of	no como esta sera esta colo como colo como como como como como
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	\$ 31.63	21.26
TEAM0175-008 12/07/2015	was dar was ver also has het der van vie ver het die die het wie e	
	Rates	Fringes
TRUCK DRIVER Flatbed Truck Off the Road Truck Pick-up Truck Tractor Haul Truck	\$ 31.77 \$ 30.01	15.98 15.98 15.98 15.98
* UAVG-WV-0016 01/01/2019		

UAVG-WV-0016 01/01/2019

Rates Fringes

	~	otato: imgot oouron
LABORER (Mortar Mixer)	26.17	16.50
LABORER (Vibrating Plate)	26.17	16.50

Rates

Fringes

* UAVG-WV-0022 01/01/2019

POWER EQUIPMENT OPERATOR

(Drill)		32.19	18.30	
SUWV2012-063 08/13/2012				
		Rates F	ringes	
LABORER: Cor	mmon or General\$	21.51	10.45	
OPERATOR: Bo Steer/Skid Lo	obcat/Skid oader\$	24.75	14.94	
OPERATOR: BO	oom\$	28.71	11.59	
OPERATOR: EX	xcavator\$	23.41	14.95	
OPERATOR: Lo	oader\$	23.41	14.95	
OPERATOR: O	iler\$	22.03	14.64	
	aver (Asphalt, nd Concrete)\$	24.39	15.50	
PIPEFITTER		35.86	19.30	
Truck Driver, Dump (Excluding Off the Road Trucks)\$ 23.50				

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

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

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2/22/2021

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 he:
- 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.

END OF GENERAL DECISION"

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"General Decision Number: WV20210050 02/12/2021

Superseded General Decision Number: WV20200050

State: West Virginia

Construction Type: Building

Counties: Brooke and Hancock Counties in West Virginia.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 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

> 01/01/2021 1 02/12/2021

ASBE0002-002 08/01/2020

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	\$ 42.03	26.90
BOIL0667-005 03/01/2018		
	Rates	Fringes
BOILERMAKER	•	23.77
BRWV0009-007 12/01/2019	ny mana and and any order data who have well have the	
	Rates	Fringes
TILE SETTER	\$ 29.93	24.38
		· man and and part and total total class does got does one care got own two law obs. Side total

	Rates	Fringes
BRICKLAYER Bricklayer & Brick Pointer/Caulker/Cleaner.		21.03
BRWV0015-009 06/01/2018	you say say and and say say say say say say say	000 and 000 side side and 000 and 000 side and 000 and 100 (00 ton 100 and 100
	Rates	Fringes
BRICKLAYER Brick Refractory/Brick Placement Worker	\$ 31.92	21.89
BRWV0015-010 06/01/2020	give gipt one man join any part land only have been been and	
	Rates	Fringes
MASON - STONE	\$ 29.75	23.64
BRWV0015-014 06/01/2020	~~~~~~~~	
	Rates	Fringes
TILE FINISHER		20.42
CARP0436-005 12/01/2019		
	Rates	Fringes
CARPENTER (Including Batt Insulation, Form Work and Scaffold Builder)		21.11
CARP0443-009 12/01/2019		
	Rates	Fringes
MILLWRIGHT		24.05
ELEC0141-010 09/01/2019		
	Rates	Fringes
ELECTRICIAN	,	25.87
ENGI0132-012 12/01/2018		
	Rates	Fringes
POWER EQUIPMENT OPERATOR: GROUP 1	39.21 38.21 38.21 37.71	19.20 19.20 19.20 19.20
GROUP 1. All Eriction Cranes	Tower Change	and all (range

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

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

GROUP 3: Bulldozer, Excavator, Tractor, all other Cranes, all		
GROUP 4: Bobcat/Skid Steer/Skid Loader		
IRON0549-009 12/01/2020		
	Rates	Fringes
IRONWORKER (Ornamental, Reinforcing, Sheeting and Structural)		23.22
LAB00379-015 12/01/2017		, and the case and and does the day file day file and per per per per
	Rates	Fringes
LABORER Group 1	\$ 21.94 \$ 22.37	15.75 15.75 15.75
Group 4	\$ 19.23	15.75
LABORER CLASSIFICATIONS		
GROUP 1: Landscape, Common or Gen	eral	
GROUP 2: Chain Saw, Concrete Sa Dewatering, Concrete Worker, Fe Mason Tender-Brick, Mason Tende	nce Erection, G	routing,
GROUP 3: Pipelayer		
Group 4: Flagger		
* LAB01149-010 12/01/2020		
	Rates	Fringes
LABORER	\$ 21.72	16.25
LABORER CLASSIFICATIONS		
Asphalt Raker, Demolition, Grade Mixer, Plaster Tender, Scaffold Masonry), Skytrak Forklift Opera Water Boy	Builder (Brick	and
PAIN0091-012 12/01/2020		der ber den det son den sin den son der den om det den de
	Rates	Fringes
PAINTER (Brush, Roller and Spray)	26.77	17.47
PAIN0970-007 12/01/2020		
	Rates	Fringes

PAINTER (Drywall

2/22/2021		beta.SAM.gov Searcr
Finishing/Taping)		17.10
PAIN1195-002 06/01/2020	r when wide south helps again made south abids seek some	
	Rates	Fringes
GLAZIER		12.59
PLAS0926-002 06/01/2018		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.	\$ 31.63	21.26
PLAS0926-005 06/01/2018		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER. PLASTERER (EIFS and		21.26
Fireproofing)		20.36
PLUM0083-006 07/01/2020		
	Rates	Fringes
PLUMBER	\$ 33.62	34.18
ROOF0188-003 07/01/2020		
	Rates	Fringes
ROOFER	\$ 28.45	17.24
SHEE0033-003 06/01/2018		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation)		24.91
TEAM0175-005 10/01/2020		
	Rates	Fringes
Truck drivers: GROUP 2 GROUP 3		18.55 18.55
TRUCK DRIVER CLASSIFICATIONS		
GROUP 2 - Dump Truck (Up to 5 (Straight)	cu. yds.),	Water Tank Truck
GROUP 3 - Dump Truck (5 cu. yo Water Tank Truck (Semi)	ds. & over),	Tractor Haul Truck,
* UAVG-WV-0023 01/01/2019		
	Rates	Fringes
LABORER (Bobcat Operator-Cleanup/Demolition)LABORER (Carpenter Tender)		16.03 16.02

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LABORER (Motorized Buggy Operator).....\$ 21.83 16.00 LABORER (Power Tool Operator)....\$ 22.81 16.50 _______

SUWV2012-048 08/13/2012

	Rates	Fringes
CARPENTER (Drywall Hanging Only)	.\$ 23.23	12.13
LABORER (Wacker Roller Operator)	.\$ 23.07	11.07
OPERATOR: Backhoe	.\$ 21.51	7.36
OPERATOR: Roller	.\$ 25.24	16.15
PIPEFITTER, Includes HVAC Pipe Installation	.\$ 25.32	19.97

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

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END OF GENERAL DECISION"

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Phased construction.
- 4. Work under separate contracts.
- 5. Access to site.
- 6. Coordination with occupants.
- 7. Work restrictions.
- 8. Specification and drawing conventions.
- 9. Miscellaneous provisions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

- A. Project Identification: Main Street, Charles Street, and Commerce Street Waterline Replacement Project
 - 1. Project Location: Wellsburg, WV.
- B. Owner: City of Wellsburg
- C. Engineer: The Thrasher Group, Inc.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
 - 1. Work includes replacement of approximately **10,559 feet of 8"** water main with accompanying service laterals, fire hydrant assemblies, sidewalk and road repair.
- B. Type of Contract.
 - 1. Project will be constructed under one prime contract.

1.4 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner and the public, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.5 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work to normal business working hours of **6:00 a.m. to 6:00 p.m.**, Monday through Friday, unless otherwise indicated.

1.6 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

- 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. Contractor shall take measurements and compute quantities. Engineer will verify measurements and quantities.
- B. Unit Quantities: Quantities and measurements indicated on Bid Form are for Contract purposes only. Actual quantities provided shall determine payment.
 - 1. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at contracted unit sum/prices.
 - 2. When actual Work requires 25 percent or greater change in quantity than those quantities indicated, Owner or Contractor may claim a Contract Price adjustment.
- C. 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.
- D. 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.
- E. Measurement of Quantities:
 - 1. Measurement by Volume: Measured by cubic dimension using mean length, width, and height or thickness.
 - 2. Measurement by Area: Measured by square dimension using mean length and width or radius.
 - 3. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
 - 4. Lump Sum Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

F. Unit Price Schedule:

1. Bid Item 1 – Mobilization/Demobilization

- a. This Bid item shall include all costs associated with the performance of construction preparatory operations including, but not limited to, the movement of equipment and personnel to and from the Project Site; establishing and decommissioning the Field Office, storage buildings, and other facilities necessary to conduct Work under this Contract; payment of all bonding costs incurred by the Contractor; all materials and equipment required for unloading and reloading; and all costs associated with demobilization.
- b. This Bid Item shall also include any and all costs associated with the following Specification Sections:
 - 1) Section 012600 Contract Modification Procedures
 - 2) Section 013000 Administrative Requirements

- 3) Section 013216 Construction Progress Schedule
- 4) Section 013300 Submittal Procedures
- 5) Section 015000 Temporary Facilities and Controls
- 6) Section 017000 Execution and Closeout Requirements
- 7) Section 017839 Project Record Documents
- c. Payment shall be made at the lump sum (LS) price Bid for Mobilization, but in no case shall the total lump sum Bid Price exceed 5% of the total Bid.
- d. The payment request for mobilization on the first estimate shall not exceed 3% of the total bid price for this contract. The balance of the lump sum bid item shall be considered demobilization and shall be paid at project closeout.

2. Bid Item 2 – Videotaping of Project Area

- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with Videotaping of Project Area.
- b. Payment shall be made at the lump sum (LS) price Bid for Videotaping of Project Area.

3. Bid Item 3 – Erosion and Sediment Control

- a. This Bid Item shall include any and all costs associated with Erosion and Sediment Controls
 - 1) Such payment shall constitute full compensation for labor, materials, equipment and other associated costs to provide a complete installation and maintenance of erosion and sediment control measures.
 - 2) This Bid Item shall also include any and all costs associated with the following Specification Sections:
 - a) Section 312500 Erosion and Sedimentation Controls
- b. Erosion and Sediment Control shall include the entire construction area affected, as required, including any Contractor secured waste site and material storage or staging areas.

4. Bid Item 4 – Remove Existing Fire Hydrant Assembly, Complete

- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with removal of existing fire hydrant assembly, complete.
- b. Payment shall be paid based on the reviewed Schedule of Values.

5. Bid Item 5 – 8" PVC C-900 DR-18 Water Line

- a. The pipe installed under this item shall be measured and paid for by the linear feet of pipe and installed in place. The measurements under this item shall be the length of the various sizes and classes of pipe and fittings installed in place and accepted and shall be measured in the horizontal plane along the centerline of each pipe installed, measured centerline of tie-in to centerline of tie-in.
- b. The quantities determined as provided above, will be paid for at the contract unit prices bid for the items listed in the Bid Schedule, which prices and payments shall be full compensation for excavation, bedding, backfilling, warning tape, tracer wire, pigging, hydrostatic testing, chlorination and furnishing all materials and doing all the work herein prescribed in a workmanlike and acceptable manner, including all labor, tools, equipment, supplies, testing and incidentals necessary to complete the work.
- 6. Bid Item 6 8" Gate Valve, Complete with Box, Lid and Restraints

a. The Contractor's Unit Bid Price for 8" Gate Valves and Valve Box shall include the purchase and installation of the valve including the poured concrete thrust block, cast iron riser box, concrete stabilization block around the riser box, centering rings, mud plugs, and valve markers.

7. Bid Item 7 – Cut and Cap Existing 3" Water Line

- a. The Contractor's Unit Bid Price for Cut and Cap Existing 3" Water Line shall include the purchase and installation of all required material in order to perform the cap or caps as shown or required. This Unit Bid Price shall include locating and excavation of the water line, capping both the live water line to remain in service and the abandoned line to prevent backfill material from entering line, thrust blocking, bedding, backfilling, etc.
- b. Payment shall be per each (EA) water line, cut and capped.

8. Bid Item 8 – Cut and Cap Existing 4" Water Line

- a. The Contractor's Unit Bid Price for Cut and Cap Existing 4" Water Line shall include the purchase and installation of all required material in order to perform the cap or caps as shown or required. This Unit Bid Price shall include locating and excavation of the water line, capping both the live water line to remain in service and the abandoned line to prevent backfill material from entering line, thrust blocking, bedding, backfilling, etc.
- b. Payment shall be per each (EA) water line, cut and capped.

9. Bid Item 9 – Cut and Cap Existing 6" Water Line

- a. The Contractor's Unit Bid Price for Cut and Cap Existing 6" Water Line shall include the purchase and installation of all required material in order to perform the cap or caps as shown or required. This Unit Bid Price shall include locating and excavation of the water line, capping both the live water line to remain in service and the abandoned line to prevent backfill material from entering line, thrust blocking, bedding, backfilling, etc.
- b. Payment shall be per each (EA) water line, cut and capped.

10. Bid Item 10 – Cut and Cap Existing 8" Water Line

- a. The Contractor's Unit Bid Price for Cut and Cap Existing 8" Water Line shall include the purchase and installation of all required material in order to perform the cap or caps as shown or required. This Unit Bid Price shall include locating and excavation of the water line, capping both the live water line to remain in service and the abandoned line to prevent backfill material from entering line, thrust blocking, bedding, backfilling, etc.
- b. Payment shall be per each (EA) water line, cut and capped.

11. Bid Item 11 - 3/4" Polyethylene Service Tubing (Open Cut)

- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with the installation of the 3/4" Polyethylene Service Tubing, excavation, backfill, materials, fittings, pipe joints, pipe, tools, supplies, cleaning and disinfection, testing, seeding and mulching, and all other incidentals. All items and appurtenances shall be included in the linear foot price of the pipe. All temporary fittings (i.e. plugs) required for sequencing the work shall be included in the linear foot price of the pipe.
- b. The waterline installed under this item shall be based on the unit price Bid, measured and paid for by the linear feet of pipe for each of the types and sizes

as specified on Plans or as directed by the Engineer, and installed complete in place. The measurement under this item shall be the length of pipe and fittings as installed in place and accepted and shall be measured in the horizontal plane along the centerline of each pipe installed, measured centerline of tie in to centerline of tie in.

12. Bid Item 12 - 3/4" Polyethylene Service Tubing (Bore and Jack)

- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with the installation of the 3/4" Polyethylene Service Tubing, excavation, launching and receiving pits, backfill, materials, fittings, pipe joints, pipe, casing, tools, supplies, cleaning and disinfection, testing, seeding and mulching, and all other incidentals. All items and appurtenances shall be included in the linear foot price of the pipe. All temporary fittings (i.e. plugs) required for sequencing the work shall be included in the linear foot price of the pipe.
- b. The waterline installed under this item shall be based on the unit price Bid, measured and paid for by the linear feet of pipe for each of the types and sizes as specified on Plans or as directed by the Engineer, and installed complete in place. The measurement under this item shall be the length of pipe and fittings as installed in place and accepted and shall be measured in the horizontal plane along the centerline of each pipe installed, measured centerline of tie in to centerline of tie in.

13. Bid Item 13 – Reconnect to Existing Services

- a. The Bid Item shall include, but not be limited to, costs such as labor and materials required, fittings and incidental pipe, to make the proper connection from the main to the curb stop including the curb stops and curb repair.
- b. Payment shall be paid based on the reviewed Schedule of Values.

14. Bid Item 14 – New Fire Hydrant Assembly, Complete

- a. Hydrant Assembly on New Water Line The Contractor's Unit Bid Price for fire hydrant assembly shall include the purchase and installation of the fire hydrant, 6" or 8" hydrant gate valve, 6" or 8" hydrant tee, piping from main to hydrant, all thread rods, valve box and lid, stone, thrust blocks and all appurtenances as shown on the details of the plans.
- b. Payment shall be paid based on the reviewed Schedule of Values.

15. Bid Item 15 – Tie-Into Existing Water Line, Complete

- a. This bid item shall include all required labor, materials, equipment, and all other cost associated with the connection to existing water lines, including excavation, cutting into existing water line, fittings, and couplings to connect to the existing water lines, complete in place.
- b. Payment shall be paid based on the reviewed Schedule of Values.

16. Bid Item 16 – Asphalt Pavement Repair

- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with the installation of the Asphalt Pavement Repair.
- b. Asphalt Repair under this item pertains to replacement due to trenching asphalt pavement on city and state roads.
- c. Payment shall be paid based on the reviewed Schedule of Values.

17. Bid Item 17 – Concrete Pavement Repair

- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with the type of sidewalk, Driveway or Roadway restoration. All costs required for traffic control and ADA ramps shall be included in the unit price. Concrete sidewalk, driveway and roadway repairs shall be paid for by the linear foot times the Bid price. No payment shall be made for concrete repair outside the limits shown on the Contract Documents. No payment will be made for temporary paving required during construction. All sidewalk repair work shall be included in this linear foot Bid Price.
- b. Concrete Repair under this item pertains to replacement due to trenching.
- c. Payment shall be based on linear foot of concrete repair as determined by the Contractor and confirmed by the Engineer. The Engineer has final authority for measured quantity.

18. Bid Item 18 – Brick Sidewalk/Driveway Repair

- a. Brick sidewalk shall be replaced with a brick sidewalk matching existing.
- b. This Bid item shall include all required labor, materials, equipment and all other costs associated with the type of sidewalk/Driveway restoration. All costs required for traffic control and ADA ramps shall be included in the unit price. Sidewalk repairs shall be paid for by the linear foot times the Bid price. No payment shall be made for sidewalk repair outside the limits shown on the Contract Documents. No payment will be made for temporary paving required during construction. All brick sidewalk repair Work shall be included in this linear foot Bid Price.
- c. Payment shall be based on linear foot of sidewalk repair as determined by the Contractor and confirmed by the Engineer. The Engineer has final authority for measured quantity.

19. Bid Item 19 – 2-inch Pavement Planing

- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with the process of the 2" pavement planning, asphalt concrete.
- b. Payment shall be based on per SY Bid Price and shall be paid based on the reviewed Schedule of Values.

20. Bid Item 20 – 2" Superpave Asphalt Skid Resistant Pavement

- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with the installation of the 2" Superpave Asphalt Skid Resistant Pavement, ST. or GR., Type 12.5.
- b. Payment shall be based on per SY Bid Price and shall be paid based on the reviewed Schedule of Values.
- c. Limits for Superpave Asphalt are shown on sheet 5 and 6 of the plans.

21. Bid Item 21 – Tack Coat

- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with the installation of the non-tracking asphalt material, 0.07 Gal per SY.
- b. Payment shall be based on per Gallon Bid Price and shall be paid based on the reviewed Schedule of Values.

22. Bid Item 22 – 4" Hot Tap Tie-Into Existing Water Line

- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with the installation of the 4" hot tap tie-in, including excavation, bedding, backfill, and testing.
- b. Payment shall be paid based on the reviewed Schedule of Values.

23. Bid Item 23 – 6" Hot Tap Tie-Into Existing Water Line

- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with the installation of the 6" hot tap tie-in, including excavation, bedding, backfill, and testing.
- b. Payment shall be paid based on the reviewed Schedule of Values.

24. Bid Item 24 – 10"x8" Hot Tap Tie-Into Existing Water Line

- a. This Bid item shall include all required labor, materials, equipment, and all other costs associated with the installation of the 10"x8" hot tap tie-in, including excavation, bedding, backfill, and testing.
- b. Payment shall be paid based on the reviewed Schedule of Values.

25. Bid Item 25 – 10" Hot Tap Tie-Into Existing Water Line

- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with the installation of the 10" hot tap tie-in, including excavation, bedding, backfill, and testing.
- b. Payment shall be paid based on the reviewed Schedule of Values.

26. Bid Item 26 – Abandon Existing Gate Valve

- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with abandonment of existing gate valves.
- b. Existing valves that will be abandoned shall have the riser box cap removed, filled to within 6" of the top with limestone sand and place 6" of adjacent material in the top such as concrete, topsoil, gravel etc.
- c. Payment shall be paid based on the reviewed Schedule of Values.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 012000

SECTION 017000 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Field engineering.
- B. Closeout procedures.
- C. Starting of systems.
- D. Demonstration and instructions.
- E. Testing, adjusting, and balancing.
- F. Project record documents.
- G. Spare parts and maintenance products.
- H. Product warranties and product bonds.
- I. Maintenance service.
- J. Examination.
- K. Preparation.
- L. Execution.
- M. Cutting and patching.
- N. Protecting installed construction.
- O. Final cleaning.

1.2 FIELD ENGINEERING

- A. Employ land surveyor registered in the State of **West Virginia** and acceptable to Engineer.
- B. Engineer will locate and Contractor shall protect survey control and reference points. Promptly notify Engineer of discrepancies discovered.
- C. Control datum for survey shall be provided by the Engineer upon request.
- D. Verify setbacks and easements; confirm Drawing dimensions and elevations.

1.4 QUALITY ASSURANCE

- A. Furnish each aggregate material from single source throughout the Work.
- B. Perform Work according to WV DOH standards.
- C. Maintain one copy of each document on site.

PART 2 - PRODUCTS

- A. Coarse Aggregate Type: Conforming to the West Virginia Department of Transportation and City of **Wellsburg's** standard.
- B. Coarse Aggregate Type A2 (Gravel) Conforming to the West Virginia Department of Transportation standard.
- C. Coarse Aggregate Type A3 (Gravel) Conforming to the West Virginia Department of Transportation standard.
- D. Aggregate Type A4 (Pea Gravel): Conforming to the West Virginia Department of Transportation standard.

2.2 FINE AGGREGATE MATERIALS

- A. Fine Aggregate Type A5 Conforming to the West Virginia Department of Transportation standard.
- B. Fine Aggregate Type A6 Conforming to the West Virginia Department of Transportation standard.

2.3 SOURCE QUALITY CONTROL

- A. Section 014000 Quality Requirements: Testing and inspection services.
- B. Coarse Aggregate Material Testing and Analysis: Perform according to AASHTO T180.
- C. Fine Aggregate Material Testing and Analysis: Perform according to AASHTO T180.
- D. When tests indicate materials do not meet specified requirements, change material and retest.

PART 3 - EXECUTION

3.1 EXCAVATION

- A. Excavate subsoil from areas designated.
- B. Stockpile excavated material meeting requirements for subsoil materials.

SECTION 312316 - EXCAVATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Insertion and bore pits
- B. Related Sections:
 - 1. Section 312316.13 Trenching.

1.2 REFERENCES

A. Local utility standards when working within 24 inches of utility lines.

1.3 SUBMITTALS

- A. Section 013300 Submittal Procedures: Requirements for submittals.
- B. Excavation Protection Plan: Describe sheeting, shoring, and bracing materials and installation required to protect excavations and adjacent structures and property; include structural calculations to support plan.
- C. Shop Drawings: Indicate soil densification grid for each size and configuration footing requiring soils densification.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with City of **Wellsburg** Public Rights-of-Ways and Restoration Ordinance and WV DOH Standards.

1.5 QUALIFICATIONS

A. Prepare excavation protection plan under direct supervision of Professional Engineer experienced in design of this Work and licensed in State of WV.

1.3 DEFINITIONS

A. Utility: Any buried pipe, duct, conduit, or cable.

1.4 SUBMITTALS

- A. Section 013300 Submittal Procedures: Requirements for submittals.
- B. Excavation Protection Plan: Describe sheeting, shoring, and bracing materials and installation required to protect excavations and adjacent structures and property; include structural calculations to support plan.
- C. Product Data: Submit data for geotextile fabric indicating fabric and construction.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with the City of **Wellsburg** Public Rights-of-Way and Restoration Ordinances and WV DOH standards.

1.6 QUALIFICATIONS

A. Prepare excavation protection plan under direct supervision of Professional Engineer experienced in design of this Work and licensed in State of West Virginia.

1.7 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.8 COORDINATION

- A. Section 013000 Administrative Requirements: Coordination and project conditions.
- B. Verify Work associated with lower elevation utilities is complete before placing higher elevation utilities.

PART 2 - PRODUCTS

2.1 FILL MATERIALS

A. Classification of Excavation:

1. All excavation work performed under this Contract is UNCLASSIFIED, and includes excavation and removal of all soil, shale, rock, boulders, fill, and all other materials encountered of whatever nature.

PART 3 - EXECUTION

3.1 LINES AND GRADES

- A. Lay pipes to lines and grades indicated on Drawings.
 - 1. Engineer reserves right to make changes in lines, grades, and depths of utilities when changes are required for Project conditions.
- B. Use laser-beam instrument with qualified operator to establish lines and grades.

3.2 PREPARATION

- A. Call Miss Utility and Local Utility Companies Information service at not less than five (5) working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Identify required lines, levels, contours, and datum locations.
- C. Protect plant life, lawns, rock outcropping and other features remaining as portion of final landscaping.
- D. Protect bench marks, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- E. Maintain and protect above and below grade utilities indicated to remain.

F. Control of Traffic:

- 1. Employ traffic control measures to assure access to the Project and surrounding properties at all times in accordance with requirements of the City of **Wellsburg** Traffic Engineer. Coordinate the Work to insure the least inconvenience to traffic.
- 2. Establish temporary traffic control and detours when trenching is performed in public right-of-way and obtain approval of the City of **Wellsburg** Traffic Engineer.
- 3. Coordinate with local fire, police, City Traffic Engineer and emergency departments, as well as other utilities and services.
- 4. Relocate controls and reroute traffic as required during progress of Work.

G. Cutting Paved Surfaces:

- 1. Make cuts in paved surfaces with an appropriate saw cut in a neat uniform fashion forming straight lines parallel with the centerline of the trench. Cut offsets at right angles to the centerline of the trench.
- 2. Protect edges of cut pavements during excavation to prevent raveling or breaking; square edges prior to pavement replacement.



