

**TOWN OF ELLENBORO  
RITCHIE COUNTY, WEST VIRGINIA**

**PHASE II WASTEWATER SYSTEM IMPROVEMENTS PROJECT  
CONTRACT #2 – WASTEWATER TREATMENT PLANT IMPROVEMENTS**

**ADDENDUM #3**

**AUGUST 19, 2022**

**THRASHER PROJECT #101-020-1642**

TO WHOM IT MAY CONCERN:

A Pre-Bid Conference was held on Wednesday, August 10, 2022 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 reference project.

**A. GENERAL**

1. All Bids for this project shall be due at 2:00 PM LPT on Wednesday, August 24, 2022 at the Town of Ellenboro Town Hall, located at 100 School Street, Ellenboro, WV 26346. **ALL BIDS MUST BE RECEIVED BY 2:00 PM FOR BOTH CONTRACTS.**
2. **THE BID FORM HAS BEEN REVISED. YOU MUST USE THE REVISED BID FORM WHEN PREPARING YOUR BID PACKAGE FOR THIS PROJECT.**
3. **THE BID OPENING REQUIREMENTS HAVE BEEN REVISED. YOU MUST MEET ALL THE BID OPENING REQUIREMENTS FOR YOUR BID TO BE CONSIDERED.**
4. This project was selected to be an Equivalency Project through the West Virginia Department of Environmental Protection Clean Water State Revolving Fund. All Subcontractor procurement and reporting must follow the guidelines as presented in the attachments that have been added as part of this Addendum.
5. Davis Bacon Wage Rates are applicable to this project and have been included as an attachment to this Addendum.

**B. SPECIFICATIONS**

The Index of the Specifications has been revised and provided as part of this addendum.

Specification Section 011000 SUMMARY – REPLACE this section with the revised section attached to this addendum.

Specification Section 012000 PRICE AND PAYMENT – REPLACE this section with the revised section attached to this addendum.

Specification Section 083323 OVERHEAD COILING DOORS – Section 2.2.K.1  
DELETE “Baked-Enamel or Powder-Coated Finish: Color to match building exterior.”  
and REPLACE with “Standard Mill Finish”.

Specification Section 083323 OVERHEAD COILING DOORS – Section 1.1.A.3  
DELETE “Fire-rated service doors.”.

Specification Section 083323 OVERHEAD COILING DOORS – Section 1.1.A.4  
DELETE “Fire-rated, insulated service doors.”.

Specification Section 467621 BELT FILTER PRESSES – REPLACE this section with the revised section attached to this addendum.

**C. DRAWINGS**

N/A.

**D. QUESTIONS AND RESPONSES**

**QUESTION**

1. Are six (6) hard copies of submittals required?

**RESPONSE**

Yes. Electronic submittals may be provided for preliminary review, but only hard copies of submittals will be processed. Refer to Specification Section 013300.

**QUESTION**

2. Can Contract Times be adjusted to accommodate material/equipment procurement delays?

**RESPONSE**

If valid documentation is provided from a manufacturer that material/equipment has been delayed during the procurement process, the Town may consider adjusting the Contract Times via Change Order.

**QUESTION**

3. Is the Contractor responsible for temporary disinfection measures while the UV unit is being replaced?

**RESPONSE**

No. The Town has temporary chlorination and dechlorination in place due to the condition of the existing UV disinfection unit.

**QUESTION**

4. Does the color of the overhead coiling door need to match the building exterior?

**RESPONSE**

No. A standard mill finish is acceptable for the door finish.

**QUESTION**

5. Does the overhead coiling door operation method need to consist of an electric operator?

**RESPONSE**

Yes. The primary operation of the door shall be controlled by an electric operator, yet still maintain operability during loss of power, with a standard operator.

**QUESTION**

6. What shall be the R-value of the overhead coiling door?

**RESPONSE**

Standard R-value of 7.7.

**QUESTION**

7. Can the foundation of the building be done with two pours?

**RESPONSE**

If multiple pours are proposed, joint designs shall be provided via submittal to Engineer.

**QUESTION**

8. What is the location of the control panel for the pump station?

**RESPONSE**

See Sheet 4 for proposed control panel locations.

**QUESTION**

9. Can the building be constructed as a metal building?

**RESPONSE**

No. The building shall be constructed as per the plans and specifications

**QUESTION**

10. Is an office trailer required for this Contract?

**RESPONSE**

Yes. An office trailer shall be provided in accordance with Specification Section 15000. The Town of Ellenboro also has rental space available to accommodate an Office.

**QUESTION**

11. Is it the responsibility of the Contractor to secure waste sites and storage areas?

**RESPONSE**

Yes. Contractor must obtain written permission from landowner(s) for storage/temporary work area(s). The Contractor shall provide a copy of written permission to Engineer, as appropriate.

**QUESTION**

12. Is it the responsibility of the Contractor to provide preconstruction video recording?

**RESPONSE**

Yes. A bid item for preconstruction video has been added to the Bid Form. Please be sure to use the revised Bid Form when preparing Bid.

**QUESTION**

13. Are there separate bid forms and bonding for each Contract?

**RESPONSE**

Yes. The specifications for each Contract contain separate bid forms and require separate bonding.

**QUESTION**

14. What is the bid opening date for this project?

**RESPONSE**

All Bids for this project shall be due at 2:00 PM LPT on Wednesday, August 24, 2022, at the Town of Ellenboro Town Hall, located at 100 School Street, Ellenboro, WV 26346.

**QUESTION**

15. What is the Engineer's Estimate for this Contract?

**RESPONSE**

\$850,000.

**QUESTION**

16. Do Davis Bacon Wages apply to this project?

**RESPONSE**

Yes. Wage Rates are included as part of this Addendum.

**QUESTION**

17. American Iron and Steel Act Compliance required?

**RESPONSE**

Yes. Any materials that fall under the Act must comply.

**QUESTION**

18. Are B&O taxes applicable?

**RESPONSE**

No, this project does not require any B&O taxes.

**QUESTION**

19. What are the funding sources for this project?

**RESPONSE**

West Virginia Infrastructure and Jobs Development Council and West Virginia Department of Environmental Protection Clean Water State Revolving Fund.

**QUESTION**

20. What is the duration of the bid hold period?

**RESPONSE**

90 calendar days.

**E. CLARIFICATIONS**

1. The bidding process is a two (2) envelope system. Envelope No. 1 must have the following information presented on the front:

Name and address of Bidder  
Bid on Contract #2 – Wastewater System Improvements project.  
Received by the Town of Ellenboro

Envelope No. 1 will be opened first and the Bid Opening Requirement items will be checked for compliance as outlined on the Bid Opening Checklist (BOR-1). If such documents are found to be in order, Envelope No. 2 “Bid Proposal”, will be opened and will be publicly read aloud. If the documents required to be contained in Envelope No. 1 **are not in order**, Envelope No. 2 “Bid Proposal”, **will not be opened** and the Bid will be considered non-responsive.

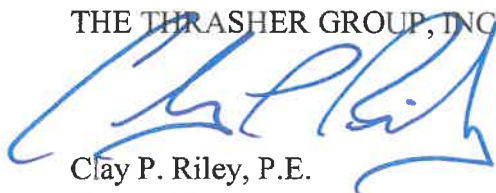
Envelope No. 2 labeled “Bid Proposal” shall be placed inside of Envelope #1

2. MBE/WBE/DBE documentation shall be provided to the Engineer within seven (7) calendar days after the bid opening. If this documentation is not submitted within seven (7) calendar days, or if submitted incomplete, the contractor will be declared non-responsive at that time.

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, August 24, 2022, at the Ellenboro Town Hall located at 100 School Street, Ellenboro, WV 26346. Good luck to everyone and thank you for your interest in the project.

Sincerely,

THE THRASHER GROUP, INC.



Clay P. Riley, P.E.  
Project Manager



Enclosures    Pre-Bid Sign-In Sheet  
                  Prime Contractors Intent to Bid List  
                  Index  
                  Bid Opening Requirements (BOR)  
                  C-410 Bid Form  
                  WVDBE Forms  
                  Specification 11000 – Summary

Specification 12000 – Price and Payment  
Specification 83323 – Overhead Coiling Coors  
Specification 467621 – Belt Filter Presses  
Davis Bacon Wage Rates

**TOWN OF ELLENBORO**  
**RITCHIE COUNTY, WEST VIRGINIA**  
**PHASE II WASTEWATER SYSTEM IMPROVEMENTS**  
**CONTRACT #1 - SANITARY SEWER LINE REPLACEMENT AND IMPROVEMENTS**  
**CONTRACT #2 - WASTEWATER TREATMENT PLANT IMPROVEMENTS**

**MANDATORY PRE-BID CONFERENCE**  
 Wednesday, August 10, 2022

Thrasher Project #020-01642

Name	Representing	Phone #	Email Address
Joel Davis	MOVRC	304-483-3058	brad.morris@Mover.org
BRAD MORRIS	MOVRC	304-697-3709	robert.liang@robsoncorp.com
Rob Lang	Doss Enterprises	304-669-5713	Samuel.Aman@Dorsetterprises.com
SAM AMAN	Doss Enterprises	304-476-3858	pat@ordersconstruction.com
Pat Jones	Orders Construction	304-881-3572	eng@performance-ps.com
Steve Morris	Performance Power Solutions	304-543-2788	john.rose@torwin.com
GLEW COOK	TRITON CONSTRUCTION	304-759-2100	Fuller3@aol.com
Bryan Wilson	Pro Construction	307-15-8501	



Name	Representing	Phone #	Email Address
RANDY RICHMOND	FAMCO, INC.	304 290 6434	r.richmond.famco@gmail.com
Roger Hill	Blue Ridge Car.	304-472-6409	h-hills.com@yahoo.com
Eric Sprawce	Bear Contracting	304-326-0160	estimating@bear-contracting.com
Jeff Ferric	Ferric CCI	412-860-2915	jeff@ferrici.com
Bobby Tenney	Specialty Groups, Inc.	304 - 677-2029	btenney@sjwv.com
JEREMY WHITE	ALAN STONE COMPANY, INC.	304-580-6011	ESTIMATE@ALANSTONECOMPANY.COM
Chris Gallick	D.M Contracting Inc DARRINGTON CONTRACTING INC	724 668 8775	gallick@dmdmcontractinginc.com
Bernie Dunlap	Dunlap Contracting LLC	681-361-2022	dunlapcontractingllc@gmail.com
Tony Closson	JF Alba Company	304-460-2424	Tebssone@JFAlbaCo.com
Alex Lear	Enviroclean	304-623-6770	alex@envirocleanwv.com
Mark Dottle	FOSTER	304.206.7808	mark@fostersupply.com

**TOWN OF ELLENBORO  
RITCHIE COUNTY, WEST VIRGINIA**

**PHASE II WASTEWATER SYSTEM IMPROVEMENTS  
CONTRACT #2 – WASTEWATER TREATMENT PLANT IMPROVEMENTS**

**PRIME CONTRACTORS INTENT TO BID LIST**

**Thrasher Project #020-01642**

**August 10, 2022**

Bear Contracting  
Eric Sprouse/Bid Coordinator  
1 Columbia Boulevard  
Clarksburg, WV 26301  
Phone: (304) 326-0160  
[estimating@bear-contracting.com](mailto:estimating@bear-contracting.com)

Dunlap Contracting LLC  
Bernie Dunlap/Member  
1662 Copperhead Road  
Waverly, WV 26184  
Phone: (681) 361-2022  
[dunlapcontractingllc@gmail.com](mailto:dunlapcontractingllc@gmail.com)

Enviroclean  
Alex Loar/Project Manager  
860 N 4<sup>th</sup> Street  
Clarksburg, WV 26301  
Phone: (304) 623-6770  
Fax: (304) 623-6775  
[aloar@envirocleanwv.com](mailto:aloar@envirocleanwv.com)

Famco, Inc.  
Randy Richmond/Project Manager  
3450 16<sup>th</sup> Street Road  
Huntington, WV 25716  
Phone: (304) 529-3328  
Fax: (304) 529-3325  
[r.richmond.famco@gmail.com](mailto:r.richmond.famco@gmail.com)

Ferri Contracting Company, Inc.  
Jeff Ferri/President  
516 Hunt club Drive  
Canonsburg, PA 15317  
Phone: (724) 222-2297  
Fax: (724) 222-2617  
[jeff@ferrcci.com](mailto:jeff@ferrcci.com)

Orders Construction  
Pat Jones/Chief Estimator  
501 6<sup>th</sup> Avenue  
St. Albans, WV 25177  
Phone: (304) 722-4237  
Fax: (304) 201-2405  
[patj@ordersconstruction.com](mailto:patj@ordersconstruction.com)

Triton Construction, Inc.  
John Rose/Estimator  
1944 Winfield Road  
St. Albans, WV 25177  
Phone: (304) 759-2100  
Fax: (304) 755-1404  
[john.rose@tritonwv.com](mailto:john.rose@tritonwv.com)

**TOWN OF ELLENBORO  
RITCHIE COUNTY, WEST VIRGINIA  
PROPOSED  
PHASE II WASTEWATER SYSTEM IMPROVEMENTS PROJECT  
CONTRACT #2 – WASTEWATER TREATMENT PLANT IMPROVEMENTS**

**- I N D E X -**

**BIDDING DOCUMENTS**

Advertisement for Bids	AFB
Instructions to Bidders	C-200
Bid Opening Requirements	BOR
Bid Form	C-410

**CONDITIONS OF WORK**

Notice of Award	C-510
Agreement	C-520
Performance Bond	C-610
Payment Bond	C-615
Notice to Proceed	C-550
Contractor's Application for Payment	C-620
Change Order	C-941
Memorandum of Negotiation	M-1
Field Order	C-942
Work Change Directive	C-940
Certificate of Substantial Completion	C-625
WVDBE	DBE
General Conditions	C-700

Supplementary General Conditions	C-800
Additional Supplementary General Conditions	ASGC
American Iron and Steel	AISR
Davis Bacon Contract Requirements	DB
<b>TECHNICAL SPECIFICATIONS</b>	
Summary	011000
Price And Payment Procedures	012000
Substitution Procedures	012500
Contract Modification Procedures	012600
Administrative Requirements	013000
Construction Progress Schedule	013216
Submittal Procedures	013300
Quality Requirements	014000
Temporary Facilities and Controls	015000
Product Requirements	016000
Execution and Closeout Requirements	017000
Construction Waste Management and Disposal	017419
Project Record Documents	017839
Video Recording	024010
Cast-in-place Concrete	033000
Crystalline Concrete Waterproofing	033050
Grouting	036000
Metal Fabrications	055000

Revised per Addendum #3  
August 19, 2022

Rough Carpentry	061000
Shop-fabricated Wood Trusses	061753
Wood Trim	064600
Plastic Paneling	066400
Thermal Insulation	072100
Weather Barriers	072500
Vapor Retarders	072600
Formed Metal Roof Panels	074113.13
Sheet Metal Flashing and Trim	076200
Roof Specialties	077100
Joint Sealants	079200
Hollow Metal Doors and Frames	081113
Overhead Coiling Doors	083323
Vinyl Windows	085313
Door Hardware	087100
Glazing	088000
Coating Systems for Wastewater Treatment Plants	099010
Fire Extinguishers	104416
Hangers And Supports	220529
Pipe And Duct Insulation	220719
Plumbing Specialties	221119
Sanitary Waste and Vent Piping	221316
Emergency Plumbing Fixtures	224500

Common Motor Requirements for HVAC Equipment	230513
Identification for HVAC Piping And Equipment	230553
Testing, Adjusting, And Balancing For HVAC	230593
HVAC Power Ventilators	233423
Air Outlets and Inlets	233713
Electric Heating Units	236239
Basic Electrical Materials and Methods	260500
Low-voltage Electrical Power Conductors and Cables	260519
Grounding And Bonding for Electrical Systems	260526
Hangers And Supports for Electrical Systems	260529
Raceway And Boxes for Electrical Systems	260533
Wiring Connections	260583
Panelboards	262416
Enclosed Switches and Circuit Breakers	262816
Transfer Switches	263600
Led Interior Lighting	265119
Led Exterior Lighting	265619
Soils For Earthwork	310513
Aggregates for Earthwork	310516
Clearing, Grubbing, and Restoration	311100
Excavation	312316
Trenching	312316.13
Dewatering	312319

Revised per Addendum #3  
August 19, 2022

Erosion and Sedimentation Controls	312500
Stone Surfacing Material	321206
Chain Link Fences and Gates	323113
Sewer and Manhole Testing	330130.13
Manholes and Structures	330513
Manhole Frames and Covers	330513.01
Water Distribution Piping	331113
Water Service Connections	331213
Water Utility Distribution Valves	331216
Disinfecting of Water Utility Distribution	331300
Sanitary Sewerage Piping	333100
Sanitary Sewerage Force Main Piping	333123
Non Clog Submersible Pump Station	333217
Plug Valves	400562
Swing Check Valves	400565.23
Waste Sludge Process Piping	402346
Open-Channel Low-Pressure/Low-Intensity Ultraviolet Treatment Equipment	466653
Belt Filter Presses	467621
FEDERAL WAGE RATES	

**PROPOSED  
PHASE II WASTEWATER SYSTEM IMPROVEMENTS PROJECT  
CONTRACT #2 – WASTEWATER TREATMENT PLANT IMPROVEMENTS**

**FOR THE**

**TOWN OF ELLENBORO  
RITCHIE COUNTY, WEST VIRGINIA  
THRASHER PROJECT #020-01642**

A two envelope system will be used. Envelope No. 1 will be opened first and the Bid Opening Requirement items checked for compliance, as outlined on this page. If such documents are found to be in order, sealed Envelope No. 2 “Bid Proposal”, which shall also be placed inside of Envelope #1, will then be opened and will be publicly read aloud. If the documents required to be contained in Envelope No. 1 are not in order, Envelope No. 2 “Bid Proposal” will not be opened and the Bid will be considered non-responsive and will be returned to the Bidder. At that time, the Owner will declare the Bidder non-responsive. The lowest responsive, responsible Bidder shall be the Bidder who has completed all of the requirements of the “Bid Opening Requirements” and has the lowest total bid.

**BID OPENING REQUIREMENT CHECKLIST**

<b>Item</b>	<b>Completed Satisfactory (Check if completed)</b>
1. Bid submitted on time	_____
2. Attended <b>Mandatory</b> Pre-Bid Conference	_____
3. Bid Bond (Sample BOR-2 & 3)	_____
4. Certification of Non-Segregated Facilities. (BOR-4)	_____
5. EEO Certification. (BOR-5)	_____
6. Certification of receipt of all addenda to Plans and Specifications. (BOR-6)	_____
7. West Virginia Code §21-1D-5 Drug Free Workplace Conformance Affidavit (BOR-7 & 8)	_____
8. American Iron and Steel Requirement (BOR-9)	_____
9. Disadvantaged (Small, Minority, and Women’s) Business Enterprises Certification (BOR 10-13)	_____
10. Any additional special requirements (by owner, engineer, or other funding sources)	
1. Copy of WV Contractor License	_____



**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

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BIDDER (*Name and Address*):

SURETY (*Name and Address of Principal Place of Business*):

OWNER (*Name and Address*):

Town of Ellenboro  
P.O. Box 123  
Ellenboro, WV 26346

BID

Bid Due Date:  
Description: Phase II Wastewater System Improvements  
Contract #2 – Wastewater Treatment Plant Improvements

BOND

Bond Number:  
Date (*Not earlier than Bid due date*):  
Penal sum \_\_\_\_\_

(Words)

\$ \_\_\_\_\_

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Town of Ellenboro – Phase II Wastewater System Improvements Project  
Contract #2 – Wastewater Treatment Plant Improvements

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CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to contracts, subcontracts, and agreements with Applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause.)

By the submission of this bid, the bidder, offerer, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offerer, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation and entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certifications in his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

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Signature

Date

---

Name & Title of Signer (Please type)

NOTE: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.



**PROPOSED  
PHASE II WASTEWATER SYSTEM IMPROVEMENTS  
CONTRACT #2 – WASTEWATER TREATMENT PLANT IMPROVEMENTS  
FOR THE  
TOWN OF ELLENBORO  
RITCHIE COUNTY, WEST VIRGINIA**

**Certification of Receipt of Addenda**

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- (a) Bidder has examined copies of all the Contract Documents and the following Addenda:

<b><u>Date</u></b>	<b><u>Number</u></b>
July 8, 2022	1
July 26, 2022	2
August 19, 2022	3

---

Signature

---

Date

---

Name and Title of Signer  
(Please Type)

To Be Submitted in Envelope No. 1  
Item No. 6 on Bid Opening Requirements Checklist

WEST VIRGINIA CODE 21-ID-5 PROVIDES THAT ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED IN THE FIRST ENVELOPE AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE ID, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT IN THE FIRST ENVELOPE SHALL RESULT IN DISQUALIFICATION OF SUCH BID.



**State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5**

**STATE OF WEST VIRGINIA,**

**COUNTY OF \_\_\_\_\_, TO-WIT:**

I, \_\_\_\_\_, after being first duly sworn, depose and state as follows:

1. I am an employee of \_\_\_\_\_; and,  
(Company Name)
2. I do hereby attest that \_\_\_\_\_  
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code** §21-1D.

The above statements are sworn to under the penalty of perjury.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Taken, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By Commission expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Notary Public)

**CONTRACTOR’S**  
**AMERICAN IRON AND STEEL**  
**CERTIFICATION**

As the contractor for the Town of Ellenboro Phase II Waste Water System Improvements project Contract #2 – Wastewater Treatment Plant Improvements, I certify that I have read, understand and will comply with the “American Iron and Steel (AIS)” requirements of section 436 of P.L. 113-76, Consolidated Appropriations Act, 2014 (Act) that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works.

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Date



**WEST VIRGINIA CLEAN WATER STATE REVOLVING FUND (CWSRF)  
AND SPECIAL APPROPRIATION PROJECT (SAP)  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION**

**REQUIREMENT**

EPA Federal regulation 40 CFR Part 33 – Procurement Under Assistance Agreements stated that loan recipients and contractors must comply with the six affirmative steps as outlined in 33.240, and any other requirements of the State.

**DEFINITIONS**

*Procurement* is the acquisition through order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance programs.

*Disadvantaged business enterprises (DBE)* are comprised of minority, women, and small business enterprises.

*A minority business enterprise (MBE)* is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals and (2) whose daily business operations are managed and directed by one or more minority owners.

U.S. citizenship is required. Recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under Section 5 of Executive Order 11625.

*A woman business enterprise (WBE)* is a business concern that is (1) at least 51 percent owned by one or more women, or in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women and (2) whose daily business operations are managed and directed by one or more women owners.

Business firms which are 51 percent owned by minorities or women, but are in fact managed and operated by non-minority individuals do not qualify for meeting DBE procurement goals.

*A Subcontract* includes all construction, modification, and service work contracted for by the bidder in the execution of the work under this contract.

**AFFIRMATIVE STEPS**

Recipients shall ensure, to the fullest extent possible, that positive efforts are made to utilize small businesses, including those in rural areas, minority-owned firms, and women-owned business enterprises. To accomplish this goal, contractors must demonstrate positive efforts to comply with the following six (6) affirmative steps:

1. Ensure that small businesses, minority-owned firms, and women-owned business enterprises are used to the fullest extent practicable.
2. Make information available on forthcoming opportunities and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women-owned business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women-owned business enterprises. Where feasible divide total requirements into smaller tasks to permit maximum participation by small businesses, minority-owned firms, and women-owned business enterprises.
4. Establish delivery schedules which encourage participation by small businesses, minority-owned firms, and women-owned business enterprises.
5. A preferred list of DBE firms must be obtained from one of the sources listed below:  
**SOURCE FOR ENGINEERING CONSULTANTS AND CONSTRUCTION SERVICES:**  
WV DOH website:
  - <http://www.transportation.wv.gov/eo/DBE/Pages/DBEContractorListing.aspx>
  - <https://transportation.wv.gov/crc/DBE/Pages/default.aspx>**SOURCE FOR ALL OTHER PROFESSIONAL SERVICES:**  
Central Contractor Registration website: <https://www.dol.gov/general/business-ccr>
6. If the contractor awards sub-agreements, require the subcontractor to comply with steps (1) through (5) of this section.

### **FAIR SHARE GOALS**

The bidder agrees that he/she shall make “positive efforts” to subcontract at least 7% (2% MBE/5% WBE) of the total value of the contract. The fair share objective shall be obtained in conformance with the six (6) affirmative steps as outlined.

### **SPECIFIC POSITIVE EFFORTS**

The bidder’s commitment to the fair share for MBE/WBE business participation constitutes a commitment that it will make positive efforts to meet the fair share. No bidder shall be found to be in noncompliance solely on the account of failure to meet the fair share objective.

Bidders which fail to achieve the fair share and fail to make positive efforts to achieve the fair share may have their bids rejected as non-responsive. Bidders must demonstrate their positive efforts by documentation which includes at least the following:

Documentation of the “affirmative steps” efforts shall include at least the following:

1. Documentation of efforts to solicit the participation of DBE firms. These efforts should include a list of firms contacted, copies of solicitation letters, copies of legal advertisements, etc.
2. Documentation of whether any offers were received from DBE firms.
3. Follow-up letters, phone logs, etc. to determine why no interest was shown in bidding.
4. When MBE/WBE/DBE firm proposal is utilized, include the following:
  - Name of firm
  - Address
  - Telephone number
  - Contact person
  - Type of firm (MBE/WBE/DBE)
  - Type of service(s) provided
  - Amount of subcontract
5. If MBE/WBE/DBE firm making a proposal is not utilized, an explanation as to why a contract is not to be awarded shall be provided.
6. Provide additional information which documents bidder’s assurances that positive steps were taken to comply with the six (6) affirmative steps.

The above documentation shall be submitted to the project engineer within seven (7) calendar days after the bid opening. If this documentation is not submitted within seven (7) calendar days, or if submitted incomplete, the contractor will be declared non-responsive at that time.

The attached SRF MBE/WBE/DBE Certification shall be signed by the contractor’s designated person and included in the first envelope of the two-envelope bid.

Upon contract award, the contractor is required to submit the SRF Subcontracting Tracking form **monthly** until the contract is complete. Reports are still required when there is no subcontracting activity. Any contractor that does not submit the subcontracting form with their invoices should not be reimbursed for costs included on that invoice until they submit the form.



**TOWN OF ELLENBORO**  
**RITCHIE COUNTY, WEST VIRGINIA**  
**PROPOSED**  
**PHASE II WASTEWATER SYSTEM IMPROVEMENTS**  
**CONTRACT #2 – WASTEWATER TREATMENT PLANT IMPROVEMENTS**  
**THRASHER PROJECT #020-01642**

**BID FORM**

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

*Town of Ellenboro*  
*P.O. Box 125*  
*Ellenboro, WV 26346*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

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

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
July 8, 2022	1
July 26, 2022	2
August 19, 2022	3

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 Phase II Wastewater System Improvements project Contract #2 – Wastewater Treatment Plant Improvements. The Project "Sequence of Construction" has been detailed in the Drawings and Specification Division 1, Project Summary, Section 011000. 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  
PHASE II WASTEWATER SYSTEM IMPROVEMENTS  
CONTRACT #2 – WASTEWATER TREATMENT PLANT IMPROVEMENTS  
FOR THE  
  
TOWN OF ELLENBORO  
RITCHIE COUNTY, WEST VIRGINIA  
THRASHER PROJECT #020-01642**

**BID SCHEDULE**

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

Item	Quantity	Description with Unit Price Written	Unit Price	Total Price
1	LS	Mobilization/Demobilization		
		_____ Dollars		
		_____ Cents	_____	_____
2	LS	Erosion and Sediment Control		
		_____ Dollars		
		_____ Cents	_____	_____

Item	Quantity	Description with Unit Price Written	Unit Price	Total Price
3	LS	WWTP Dewatering Upgrades		
		_____ Dollars		
		_____ Cents	_____	_____
4	LS	UV Disinfection Upgrades		
		_____ Dollars		
		_____ Cents	_____	_____
5	LS	Pre-Construction Video Recording		
		_____ Dollars		
		_____ Cents	_____	_____
<b>TOTAL BID:</b>		_____	_____	_____
		_____	(\$ _____)	_____

(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, responsive, 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.

- A. Unit prices have been computed in accordance with paragraph 13.03.A of the General Conditions.



- B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 6 – TIME OF COMPLETION**

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

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Bid Opening Requirements

**ARTICLE 8 – DEFINED TERMS**

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

**ARTICLE 9 – BID SUBMITTAL**

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

\_\_\_\_\_

By:  
*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_  
*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:  
*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

Title: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's License No.: \_\_\_\_\_  
*(where applicable)*

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

West Virginia DEP  
STATE REVOLVING FUND SUBCONTRACTING TRACKING  
Contractor/Subcontractor Monthly Tracking Report  
INSTRUCTIONS

Equivalency Projects funded by CWSRF loans are required to meet Disadvantaged Business Enterprise (DBE) requirements. Prime Contractors on these projects will be required to submit a monthly subcontracting report to the SRF stating the amount, if any, awarded to any contractors. These monthly reports identify the total subcontract/procurement **awarded** during that reporting period especially the subcontract/procurement awarded to MBE/WBE/Small firms.

Reports are submitted starting with the month in which the prime contract(s) are awarded, and monthly thereafter until all contracts and sub-contracts have been awarded, or SRF funds are expended in full, whichever occurs last. The monthly reports must be submitted to the SRF by the 10th day following the end of the month.

**Top Section**

1. Project Name - Self Explanatory
2. Company Name - Name of the Prime Contractor
3. SRF Project Number - SRF number that has been assigned to this project.
4. Reporting Person (for questions) - Name of person preparing form for Prime Contractor
5. Reporting Period - Indicate what month and year this report covers
6. Telephone Number - Phone number of person preparing form for Prime Contractor

**Bottom Section**

1. Sub-Contractor/Supplier and Address - Name and address of DBE professional, subcontractor, supplier, etc.
2. Business Type - Indicate whether the firm is a Minority, Woman-Owned or small Business Enterprise.
3. Award Date - Date that the contract was signed and awarded to the subcontractor, professional, etc.
4. Award Amount - Amount of the contract that was **Awarded**. This is NOT the amount paid to the firm in the month. If a fixed contract amount was not specified in the contract, the bid estimated quantities should be used to calculate the total estimated award.
5. Award Amount By Category - Amount of the contract that was awarded divided up in the type of service: Professional, Construction, Equipment or Supplies.

**WEST VIRGINIA DEP  
STATE REVOLVING FUND SUBCONTRACTING TRACKING  
Contractor/Subcontractor Awards Monthly Tracking Report**

Added per Addendum #3  
August 19, 2022

Project Name: \_\_\_\_\_ Prime Contractor Company Name: \_\_\_\_\_

SRF Project Number: \_\_\_\_\_ Reporting Person (for questions): \_\_\_\_\_

Reporting Period: \_\_\_\_\_ (Month and Year) Telephone Number: \_\_\_\_\_

**Definitions**

Equipment: any equipment purchased for the exclusive use of the system, except for that included in bid package.  
 Procurement: engineering/professional, project administration, construction, equipment, and supplies.  
 Professional: video taping, soil testing, surveying, stakeout, aerial photography, and all other engineering services.  
 Supplies: any supplies purchased for the exclusive use of the system, except for that included in the bid package.

Sub-Contractor/Supplier and Address	Business Type (Check One)				Award Date	Award Amount	Award Amount By Category			
	MBE	WBE	SB	Non-DBE			Professional	Construction	Equipment	Supplies

WEST VIRGINIA STATE REVOLVING FUND  
DBE QUARTERLY REPORTING FORM  
INSTRUCTIONS

Added per Addendum #3  
August 19, 2022

SRF loan recipients are required to submit a DBE quarterly reporting form to SRF office below within 20 days following the end of the federal fiscal quarter. These activity reports identify total contract/procurement awarded during that reporting period, and more specifically, the contract/procurement awarded to MBE/WBE small firms.

Reports are submitted starting with the quarter in which the prime contract(s) are awarded, and quarterly thereafter until all contracts and sub-contracts have been awarded, or SRF funds are expended in full, whichever occurs last.

Federal fiscal quarters are as follows:

- 1st: October - December
- 2nd: January - March
- 3rd: April - June
- 4th: July - September

#### Section I

1. Reporting Period - Indicate what months and calendar year this report covers.
2. Reporting Recipient - Name and address of SRF loan recipient.
- 2A. Reporting Contact/Phone Number - Name and phone number of person preparing form.
3. SRF Project Number - SRF number that has been assigned to this project.
4. Total Contract/Procurement Amount Awarded This Period - Total amount of contracts that were entered into with contractors, engineers, project coordinators, and equipment and supplies that were purchased by the loan recipient within the reporting period.  
If this is the recipient's first report, this should include all contracts awarded and procurement made to date.
5. Actual DBE Contract/Procurement Amount Awarded This Period - Total amount of contracts that were entered into with MBE/WBE or small firms, including those subcontract between your contractor(s) or professionals and their subcontractors.  
If any amounts are included in this block, Section II also needs to be completed.
6. Comments - Self explanatory.
7. Name and Title of Authorized Representative - Self-explanatory.
8. Signature of Authorized Representative - Self-explanatory.

#### Section II

Company Name - Name and address of DBE contractor, professional, subcontractor, supplier, etc.

Business Type - Indicate whether the firm is a Minority, Woman-Owned or small Business Enterprise.

Contract Award Date - Date that the contract was signed and awarded to the contractor, professional, etc.

Contract Award Amount - Amount of the contract that was signed. This is NOT the amount paid to the firm.

If a total contract amount was not specified in the contract, but reimbursement is made based on receipt of goods or completion of services, only then would you indicate the amount paid in the reporting period.

Category Type - Type of service that was provided by the firm: construction, equipment, professional services, or supplies.

**WEST VIRGINIA DEP  
STATE REVOLVING FUND  
DBE QUARTERLY REPORTING FORM**

**SECTION I**

1. Reporting Period (Months, Calendar Yr)  _____	2. Reporting Recipient (Name and Address)
1A. Fed/State Reporting Period (SRF ONLY) Fed: FY _____ quarter State: FY _____ quarter	2A. Reporting Contact/Phone Number
3. SRF Project Number	
4. Total Contract/Procurement Amount Awarded This Period (Not previously reported)	
5. Actual MBE/WBE Contract/Procurement Amount Awarded This Period (Not previously reported) (If any amounts are reported here, complete Section II.) MBE: _____ WBE: _____ SB: _____ Non-DBE: _____	
6. Comments:	
7. Name and Title of Authorized Representative	
8. Signature of Authorized Representative	Date

**SECTION II**

Company Name & Address	Business Type (Check One)				Contract Award Date	Contract Award Amount	Category Type (See Below)
	MBE	WBE	SB	Non-DBE			

Category type: Construction (C), Equipment (E), Professional Services (P), Supplies (S)

## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract Documents, including General and Supplementary Conditions, and all related Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Access to Site.
  - 4. Coordination with occupants.
  - 5. Work restrictions.
  - 6. Specification and Drawing conventions.
  - 7. Permits
  - 8. Miscellaneous provisions.

- B. Related Requirements

- 1. Section 015000 - Temporary Facilities and Controls.

#### 1.3 PROJECT INFORMATION

- A. Project Identification

Town of Ellenboro – Contract #2 - Wastewater Treatment Plant Improvements

- 1. Ellenboro, WV – Ritchie County

- B. Owner: Town of Ellenboro

- C. Engineer: The Thrasher Group, Inc.

#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of the Project is defined by the Contract Documents and consists of the following:

- B. Town of Ellenboro – Contract #2 - Wastewater Treatment Plant Improvements

1. This Project consists of upgrades to the Wastewater Treatment Plant.

1 LS Mobilization/Demobilization, 1 LS Erosion and Sediment Controls, 1 LS WWTP De-watering Upgrades, 1 LS UV Disinfection System Upgrades, 1 LS Pre-Construction Video Recording.

C. Type of Contract

1. Project will be constructed under a single prime Contract.

1.5 ACCESS TO SITE

- A. General: Contractor shall have full use of Project Site for construction operations during Contract Times. Contractor's use of Project Site is limited only by Owner's right to operate and maintain existing equipment during construction period.
- B. Use of Site: Limit use of Project Site as minimal as practical. Do not disturb portions of Project Site beyond areas in which the Work is indicated.

1.6 COORDINATION WITH OCCUPANTS

- A. Owner Occupancy: Owners shall occupy Project Site during entire Contract. Cooperate with Owners during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations.
  1. Provide not less than forty-eight (48) hours' notice to Owner of activities that will affect Owner's operations.

1.7 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 7 a.m. to 7 p.m., Monday through Friday, unless otherwise indicated. No Work on Holidays.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities within the Contract area unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  1. Notify the appropriate utility company not less than four (4) days in advance of proposed utility interruptions.



2. Obtain the utility company's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise, vibrations, odors, and other disruptions which may affect the local Residents.
  1. Notify Owner not less than two (2) days in advance of proposed disruptive operations.
  2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Controlled Substances: Use of controlled substances on Project Site is not permitted.

## 1.8 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. 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.
  2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
  3. Keynoting: Materials and products are identified by reference keynotes referencing Specification section numbers found in this Project Manual.

## 1.9 PERMITS

- A. The Owner has obtained the following permits/approvals for certain portions of the Work:
  1. West Virginia Bureau of Public Health.
  2. West Virginia Department of Environmental Protection: National Pollutant Discharge Elimination System: Construction Storm Water.

## 1.9 MISCELLANEOUS PROVISIONS

- A. Environmental Protections

1. The Contractor and Subcontractors, in the performance of this Contract, shall comply with all applicable Federal, State, and local Laws and Regulations concerning environmental pollution control and abatement as well as the specific requirements stated elsewhere in the Contract Documents.
2. The Contractor shall take all precautions necessary to avoid pollution of water in adjacent watercourses or water storage areas including wells.
3. All earthworks, equipment movement, control of water in excavations and other operations which may create silting shall be conducted in a manner to keep water pollution to an absolute minimum.
4. Water used during the Contract Work which has become polluted with oil, harmful or objectionable chemicals, sewage or other pollutants shall be disposed of in a manner that will not affect nearby waters and land. The Contractor shall not, under any circumstances, discharge pollutants into any watercourse.

B. Noise and Air Pollution

1. The Contractor shall take all precautions necessary to avoid noise and air pollution during the course of the Contract.

C. Dust Control

1. The Contractor shall maintain all Work areas free from dust which would contribute to air pollution. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, or similar methods will be permitted to control dust. Sprinkling, where used, must be repeated at such intervals to keep all parts of the disturbed area at least damp at all times. Dust control shall be performed as the Work proceeds and whenever the dust nuisance of hazard occurs.
2. The Contractor shall keep clean all roads used in his operations. Trucks hauling excavated materials, cement, sand, stone or other loose materials from or to the Site, shall be tight so that no spillage will occur. Before trucks start away from the Site, their loads shall be carefully trimmed to prevent spillage.

D. Cost of Utilities

1. The General Construction Contractor shall be responsible for the cost of all temporary utilities, such as water, power, gas, etc., required to maintain heat and provide light in the proposed structures, conduct initial operation and preliminary tests as required to put the equipment in operating order, etc., until the time that all flows have been successfully handled for twenty-four (24) hours and it is apparent that the facilities can be put into continuous operation. At that time, all utility meters will be read and the Owner will assume the cost of utilities thereafter. The lighting system in construction areas shall be furnished by the Contractor.
2. There are overhead and buried utility lines in the vicinity of the Work areas. The Drawings may or may not show existing utilities. However, it is the Contractor's responsibility to contact each utility to verify the exact location of all utilities and to contact Miss Utility of West Virginia before digging at 1-800-245-4848 and to post signs in all office trailers.

C. Working Drawings

1. Approved Drawings will show the location, profile, typical cross section, structures except as hereinafter specified, incidental items, and a summary of all items appearing in the proposal. Any deviations which may be required by the construction will be determined by the Engineer and authorized by him in writing. The Contractor shall keep one set of approved Drawings available of the Work at the Project Site at all times.
2. Drawings will show details necessary to give a comprehensive idea of the construction contemplated. Any information which may be shown on the Drawings regarding results obtained from test borings will be a record of conditions encountered at the place where such test borings were made, as nearly as these conditions could be interpreted by the Engineer observing the operations. The Contractor shall interpret the data in the light of the Contractor's own experience. The Contractor is not bound to accept or rely on the data shown on the Drawings, but may make additional borings and investigations, including test piles, to satisfy the Contractor concerning the lengths of piles and the conditions governing or entering into the construction of foundations.
3. The Drawings may show the construction depths and dimensions on which the estimate of quantities is based. These depths and dimensions, however, are subject to variations as necessary to the Engineer, and the right is expressly reserved to increase or diminish the dimensions and depths as the Engineer may determine.
4. The Contractor shall submit to the Engineer for approval additional calculation sheets, shop details, and other working drawings required for the construction of any part of the Work; and prior to the approval of such drawings, any Work done or materials ordered shall be at the Contractor's risk.
5. Working Drawings for concrete structures shall consist of detailed drawings required for the successful execution of the Work and which are not included in the Drawings furnished by the Engineer. These may include drawings for drainage structures, falsework, bracing, centering and formwork, masonry layout diagrams, and diagrams for reinforced concrete structures and bent reinforcement.
6. The Contractor shall furnish the Engineer copies of the working drawings for approval and for construction purposes, and upon completion of the Work the original tracings of working drawings shall be delivered to the Engineer. The Drawings are to be on tracing paper, in ink or in pencil. The size of all drawings and prints shall be 22 inches by 34 inches or 24 inches by 36 inches, including margins.
7. It is expressly understood that the Engineer's approval of the Contractor's working drawings relate to the requirements for strength and general arrangement, and approval will not relieve the Contractor of responsibility for omissions, errors in dimensions, shop fits, field connections, etc., for quantity of materials, or of the Contractor's responsibility under the Contract for the successful completion of the Work.
8. The Contract Price shall include the cost of furnishing all working drawings, and the Contractor will be allowed no extra compensation for such drawings.

D. Errors and Omissions

1. The Contractor shall take no advantage of any apparent error or omission in the Drawings or Specifications. In the event the Contractor discovers such an error or omission, he shall immediately notify the Engineer. The Engineer will then make such corrections and interpretations necessary for fulfilling the intent of the Drawings and Specifications.

E. Cooperation by Contractor

1. The Contractor shall give the Work constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer, his inspectors, other contractors, and utilities in every way possible.
2. The Contractor shall have on the Work at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the Drawings and Specifications, and thoroughly experienced in the type of Work being performed, who shall receive instructions from the Engineer or his authorized representatives. The superintendent shall have full authority to execute orders or directions of the Engineer without delay, and to promptly supply such materials, equipment tools, labor, and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of Work sublet.
3. The Contractor shall furnish the Engineer with a list of addresses and telephone numbers of his personnel who may be reached in case of emergency during hours when no Work is to be performed. On weekends, holidays, during suspensions of Work, and during storms the Contractor shall alert his personnel to stand by and shall inform the Engineer of these arrangements made. On call personnel shall be on call for twenty-four (24) hours a day, seven (7) days a week for duration of construction and six (6) months after completion of Contract.
4. The Contractor shall provide all reasonable facilities and furnish the Owner, through the Engineer, the information, assistance, and samples required by the Engineer and Resident Project Representative for proper inspecting or testing of materials and workmanship.
5. To ensure proper coordination between the Work of the Contractor and the work of permitting agencies, and utility providers, a pre-construction conference will be conducted. The Engineer will arrange for the notification to parties of interest of the time and place of the meeting. The Contractor or his representative, authorized to make decisions for him in regard to the scheduling of the proposed Work, is required to attend the meeting. A report of the pre-construction conference may be prepared and distributed by the Engineer to all represented at the meeting. The meeting may be recorded to preserve the actual record.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 CONSTRUCTION SEQUENCE OF EVENTS

#### A. Anticipated General Construction Sequence of Events

1. Call West Virginia 811 or 1-800-245-4848.
2. Mobilization to Project Site.
3. Installation of erosion and sediment control measures prior to construction.
4. Site Preparation.
5. Install Site Piping and Necessary Building Utilities.
6. Pour Building Foundation.
7. Construct Building Structure.

8. Install all Interior Dewatering Equipment, Piping, Electrical, and Mechanical as Shown on the Contract Drawings.
9. Replace Existing UV Disinfection System.
10. Complete all Site Piping, Tie-ins, and Site Work.
11. Conduct Start-up and Commissioning of Proposed Dewatering Equipment.
12. Complete Restoration of Disturbed Areas and Clean-up.
13. Substantial Completion.
14. Complete Punch List Items.
15. Remove Erosion and Sediment Control Measures.
16. Final Completion and Demobilization.
17. Project Closeout.

END OF SECTION 011000

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## SECTION 012000 - PRICE AND PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract Documents, including General and Supplementary Conditions, and all related Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Schedule of Values.
  - 2. Application for Payment.
  - 3. Change procedures.
  - 4. Defect assessment.
  - 5. Unit prices.
  - 6. Alternates.

#### 1.3 SCHEDULE OF VALUES

- A. Submit printed schedule on Progress Estimate schedule on EJCDC C-620 or Contractor's standard form or electronic media printout will be considered for this use.
- B. Submit Schedule of Values in duplicate within twenty (20) days after date established in Notice to Proceed.
- C. Format: Identify each line item with number and title of major Specification Section. Contractor shall submit a balanced Schedule of Values. The total value of activities shall equal the identifiable Contract Price. The Schedule of Values shall be accompanied by a proposed cash flow for the duration of the Project. Line items shall be broken down as appropriate and listed as units. Overhead and profit shall be prorated to all the activities.
  - 1. Unless otherwise specified, the Schedule of Values shall include the following percentages for each of the listed activities:
    - a. Mobilization, Bonds, Insurance, and Demobilization: 5 percent, maximum.
    - b. As-Built Drawings: 1 percent, minimum.
    - c. Punchlist: 2 percent, minimum.
    - d. Final Bound O&M Manuals: 1 percent, minimum.
    - e. All Spare Parts Values not specifically assigned elsewhere : 0.5 percent, minimum.
    - f. Testing: 1 percent, minimum.

2. Schedule of Values whose non-equipment related cash flow exceeds 10 percent of the total Contract amount (exclusive of equipment) in any one (1) month, or 45 percent of the total Contract amount (exclusive of equipment) in any three (3) consecutive months shall be deemed unacceptable and require revision. Exceptions may be granted at the discretion of the Engineer for unusual circumstances or non-routine construction.
  3. If, in the opinion of Engineer or Owner, the Schedule of Values is unbalanced, Contractor shall submit documentation substantiating the cost allocations of those activities believed to be unbalanced. No pay requests will be accepted until the Schedule of Values submittals has been marked “No Exceptions Taken” or “Make Corrections Noted” by Engineer.
- D. Include within each line item, direct proportional amount of Contractor's overhead and profit.
- E. Revise schedule to list approved Change Orders with each Application for Payment.

#### 1.4 APPLICATION FOR PAYMENT

- A. Submit five (5) copies of each Application for Payment on EJCDC C-620 - Contractor's Application for Payment.
- B. Content and Format: Use Schedule of Values for listing items in Application for Payment.
- C. Submit updated construction schedule with each Application for Payment.
- D. Payment Period: Submit at intervals stipulated in the Agreement.
- E. Submit submittals with transmittal letter as specified in Section 013300 - Submittal Procedures.
- F. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
  1. Current construction photographs
  2. Partial release of liens from major Subcontractors and vendors.
  3. Record Documents as specified in Section 017000 - Execution and Closeout Requirements, for review by Owner, which will be returned to Contractor.
  4. Affidavits attesting to off-Site stored products.
  5. Construction Progress Schedule, revised and current as specified in Section 013300 - Submittal Procedures.

#### 1.5 CHANGE PROCEDURES

- A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Engineer of any error, inconsistency, omission, or apparent discrepancy.



- C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Engineer; establish procedures for handling queries and clarifications.
  - 1. Use Request for Information Form for requesting interpretations (provided by Engineer upon request).
  - 2. Engineer may respond with a direct answer on the Request for Information form, separate Engineer Response, EJCDC C-942 - Field Order, or Work Directive Change Form.
- D. Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on EJCDC C-942.
- E. Engineer may issue Notice of Change including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change with stipulation of overtime work required and with the period of time during which the requested price will be considered valid. Contractor will prepare and submit estimate within 10 days.
- F. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change and the effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on the Work by separate or other Contractors.
- G. Stipulated Sum/Price Change Order: Based on Proposal Request or Word Directive Change and Contractor's maximum price quotation or Contractor's request for Change Order as approved by Engineer.
- H. Unit Price Change Order: For Contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of that which are not predetermined, execute Work under Work Directive Change. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.
- I. Work Directive Change: Engineer may issue directive, on EJCDC C-940 - Work Change Directive, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- J. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
- K. Maintain detailed records of Work done on time and material basis. Provide full information required for evaluation of proposed changes and to substantiate costs for changes in the Work.
- L. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.
- M. Change Order Forms: EJCDC C-941 - Change Order.

- N. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- O. Correlation of Contractor Submittals:
  - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
  - 2. Promptly revise Progress Schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of Work affected by the change, and resubmit.
  - 3. Promptly enter changes in Record Documents.

#### 1.6 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Engineer or Owner, it is not practical to remove and replace the Work, Engineer or Owner will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Owner.
- D. Defective Work will be partially repaired according to instructions of Engineer, and unit sum/price will be adjusted to new sum/price at discretion of Owner.
- E. Individual Specification Sections may modify these options or may identify specific formula or percentage sum/price reduction.
- F. Authority of Owner to assess defects and identify payment adjustments is final.
- G. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
  - 1. Products wasted or disposed of in a manner that is not acceptable.
  - 2. Products determined as unacceptable before or after placement.
  - 3. Products not completely unloaded from transporting vehicle.
  - 4. Products placed beyond lines and levels of the required Work.
  - 5. Products remaining on hand after completion of the Work.
  - 6. Loading, hauling, and disposing of rejected products.

#### 1.7 MEASUREMENT AND PAYMENT

- A. General Requirements:
  - 1. Contractor shall take measurements and compute quantities. Engineer will verify measurements and quantities.
  - 2. Unit Quantities: Quantities and measurements indicated on Bid Form are for Contract purposes only. Actual quantities provided shall determine payment.

- a. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at contracted unit sum/prices.
  - b. When actual Work requires 25 percent or greater change in quantity than those quantities indicated, Owner or Contractor may claim a Contract Price adjustment.
3. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application, or installation of item of the Work; overhead and profit.
  4. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.
- B. Measurement of Quantities:
1. Weigh Scales: Inspected, tested, and certified by applicable West Virginia weights and measures department within past year.
  2. Platform Scales: Of sufficient size and capacity to accommodate conveying vehicle.
  3. Metering Devices: Inspected, tested, and certified by applicable West Virginia department within past year.
  4. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel, or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
  5. Measurement by Volume: Measured by cubic dimension using mean length, width, and height or thickness.
  6. Measurement by Area: Measured by square dimension using mean length and width or radius.
  7. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
  8. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.
- C. Unit Price Schedule:
1. Incidental Costs – Include in appropriate pay items cost for the following.
    - a. Labor.
    - b. Equipment.
    - c. Materials.
    - d. Transportation.
    - e. Plant.
    - f. Tools.
    - g. Insurance.
    - h. Workmen's Compensation.
    - i. Licenses.
    - j. Bonds.
    - k. Permits.
    - l. Taxes.
    - m. General Overhead.
    - n. Profits.
    - o. Disinfection of Water Mains.
    - p. Temporary Cap and Blocking for Testing of Water Mains and Sewer Mains.

- q. Shop Drawings Preparation and Submittal.
  - r. All other expenses necessary for the prosecution of the work.
2. Tests – Incidental to the appropriate pay items.
- a. Laboratory and Shop Tests.
  - b. Hydrostatic and Leakage Tests.
  - c. Soil Tests (Including compaction testing).
  - d. Operational Tests of Valves.
  - e. Start-up Testing and Commissioning.
  - f. Temporary Cap and Blocking.
3. 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. Satisfying all requirements for safety, support, insurance, restoration, realignment, etc.; related field engineering; any and all other related materials and/or work.
  - b. This Bid Item shall also include any and all costs associated with the following Specification Sections.
    - 1) Section 013000 – Administrative Requirements.
    - 2) Section 013216 – Construction Progress Schedule.
    - 3) Section 013300 – Submittal Procedures.
    - 4) Section 015000 – Temporary Facilities and Controls.
    - 5) Section 017000 – Execution and Closeout Requirements.
    - 6) Section 017839 – Project Record Documents.
  - c. 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.
4. Bid Item 2 – Erosion and Sediment Controls
- a. The cost of this work shall be included in a lump sum (LS) bid item. Such payment shall constitute full compensation for labor, materials, equipment and other associated costs to provide a complete installation and maintenance of erosion and sediment control measures. Satisfying all requirements for safety, support, insurance, restoration, realignment, etc.; related field engineering; any and all other related materials and/or work.
  - b. This Bid Item shall also include any and all costs associated with the following Specification Sections:
    - 1) Section 311100 – Clearing, Grubbing, and Restoration.
    - 2) Section 312500 – Erosion and Sediment Controls.

- 3) Section 321206 – Stone Surfacing Material.
  - c. Erosion and Sediment Control shall include the entire construction area affected, as required, including any Contractor secured waste site and material storage or staging areas.
  - d. Payment for this Bid Item shall be made on a percentage basis as Work is completed.
5. Bid Item 3 – WWTP Dewatering Upgrades
  - a. This bid item includes but is not limited to construction of a new sludge press building with plumbing, electrical, mechanical, and HVAC systems, installation of new belt filter press, polymer system, conveyor system, sludge pump, and pump station. The work also includes all necessary controls, electrical, mechanical, site work, yard piping, and all other associated appurtenances for a complete operable system. Satisfying all requirements for safety, support, insurance, restoration, realignment, etc.; related field engineering; any and all other related materials and/or work.
  - b. Payment for Bid Item 3 shall be based on the lump sum bid price and shall be paid to the Contractor based on the approved schedule of values.
6. Bid Item 4 – UV Disinfection Upgrades
  - a. This bid item includes selective demolition of the existing UV Disinfection System, temporary disinfection measures, and installation of a new UV Disinfection System including all necessary modifications to the existing concrete as required for installation. The work also includes all necessary controls, electrical, mechanical, site work, yard piping, and all other associated appurtenances for a complete operable system. Satisfying all requirements for safety, support, insurance, restoration, realignment, etc.; related field engineering; any and all other related materials and/or work.
  - b. Payment for Bid Item 4 shall be based on the lump sum bid price and shall be paid to the Contractor based on the approved schedule of values.
7. Bid Item 5 – Pre-Construction Video Recording (Lump Sum)
  1. When a lump sum bid item for Pre-Construction Video Recording is provided in the Bid Form, this work shall be paid for at the lump sum bid price for all location(s) directly and/or indirectly affected by the project.
  2. When a bid item for Pre-Construction Video Recording is not provided in the Bid Form, this work will be completed by others and will not be part of the Contractor's work.

Town of Ellenboro  
Phase II Wastewater System Improvements  
Contract #2 – Wastewater Treatment Plant Improvements

Revised per Addendum #3  
August 19, 2022  
020-01642

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 012000

## SECTION 083323 - OVERHEAD COILING DOORS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract Documents, including General and Supplementary Conditions, and all related Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Service doors.
- 2. Insulated service doors.

- B. Related Requirements:

- 1. Section 055000 "Metal Fabrications" for miscellaneous steel supports, door-opening framing, corner guards, and bollards.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type and size of overhead coiling door and accessory.
- B. Shop Drawings: For each installation and for special components not dimensioned or detailed in manufacturer's product data.
  - 1. Include points of attachment and their corresponding static and dynamic loads imposed on structure.
  - 2. Show locations of controls, locking devices detectors or replaceable fusible links, and other accessories.
  - 3. Include diagrams for power, signal, and control wiring.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Special warranty.
- B. Maintenance data.

## 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer for both installation and maintenance of units required for this Project.

## 1.6 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of doors that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Structural Performance, Exterior Doors: Capable of withstanding the following design wind loads:
  - 1. Design Wind Load: Uniform pressure (velocity pressure) of 20 lbf/sq. ft., acting inward and outward.

### 2.2 DOOR ASSEMBLY

- A. Insulated Service Door: Overhead coiling door formed with curtain of interlocking metal slats.
  - 1. Overhead Door Corporation or approved equal.
- B. Insulated Door Curtain R-Value: 7.7.
- C. Door Curtain Material: Aluminum.
- D. Door Curtain Slats: Flat, insulated, type F-265i, 2-5/8" Center to Center.
- E. Bottom Bar: Galvanized steel with vinyl weather seal finished to match door.
- F. Curtain Jamb Guides: Galvanized steel with exposed finish matching curtain slats.
- G. Hood: Match curtain material and finish.
- H. Locking Devices: Equip door with slide bolt for padlock and chain lock keeper.
- I. Manual Door Operator: Chain-hoist operator.
- J. Electric Door Operator:



1. Usage Classification: Heavy duty, 25 or more cycles per hour and more than 90 cycles per day.
2. Safety: Listed according to UL 325 by a qualified testing agency for commercial or industrial use.
3. Motor Exposure: Interior.
4. Emergency Manual Operation: Chain type.

K. Door Finish:

1. Baked-Enamel or Powder-Coated Finish: Color to match building exterior.

## 2.3 MATERIALS, GENERAL

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

## 2.4 DOOR CURTAIN MATERIALS AND CONSTRUCTION

- A. Door Curtains: Fabricate overhead coiling-door curtain of interlocking metal slats, designed to withstand wind loading indicated, in a continuous length for width of door without splices. Unless otherwise indicated, provide slats of thickness and mechanical properties recommended by door manufacturer for performance, size, and type of door indicated, and as follows:

1. Insulation: Fill slats for insulated doors with manufacturer's standard thermal insulation complying with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, according to ASTM E84 or UL 723. Enclose insulation completely within slat faces.

- B. Curtain Jamb Guides: Manufacturer's standard angles or channels and angles of same material and finish as curtain slats unless otherwise indicated, with sufficient depth and strength to retain curtain, to allow curtain to operate smoothly, and to withstand loading. Slot bolt holes for guide adjustment. Provide removable stops on guides to prevent overtravel of curtain.

## 2.5 HOODS

- A. General: Form sheet metal hood to entirely enclose coiled curtain and operating mechanism at opening head. Contour to fit end brackets to which hood is attached. Roll and reinforce top and bottom edges for stiffness. Form closed ends for surface-mounted hoods and fascia for any portion of between-jamb mounting that projects beyond wall face. Equip hood with intermediate support brackets as required to prevent sagging.

## 2.6 LOCKING DEVICES

- A. Slide Bolt: Fabricate with side-locking bolts to engage through slots in tracks for locking by padlock, located on both left and right jamb sides, operable from coil side.

- B. Chain Lock Keeper: Suitable for padlock.

## 2.7 CURTAIN ACCESSORIES

- A. Weatherseals for Exterior Doors: Equip each exterior door with weather-stripping gaskets fitted to entire exterior perimeter of door for a weather-resistant installation unless otherwise indicated.

## 2.8 COUNTERBALANCE MECHANISM

- A. General: Counterbalance doors by means of manufacturer's standard mechanism with an adjustable-tension, steel helical torsion spring mounted around a steel shaft and contained in a spring barrel connected to top of curtain with barrel rings. Use grease-sealed bearings or self-lubricating graphite bearings for rotating members.
- B. Brackets: Manufacturer's standard mounting brackets of either cast iron or cold-rolled steel plate.

## 2.9 MANUAL DOOR OPERATORS

- A. General: Equip door with manual door operator by door manufacturer.
- B. Chain-Hoist Operator: Consisting of endless steel hand chain, chain-pocket wheel and guard, and gear-reduction unit with adequate force for door operation. Provide alloy-steel hand chain with chain holder secured to operator guide.

## 2.10 ELECTRIC DOOR OPERATORS

- A. General: Electric door operator assembly of size and capacity recommended and provided by door manufacturer for door and operation-cycles requirement specified, with electric motor and factory-prewired motor controls, starter, gear-reduction unit, solenoid-operated brake, clutch, control stations, control devices, integral gearing for locking door, and accessories required for proper operation.
  - 1. Comply with NFPA 70.
  - 2. Control equipment complying with NEMA ICS 1, NEMA ICS 2, and NEMA ICS 6, with NFPA 70 Class 2 control circuit, maximum 24-V ac or dc.
- B. Usage Classification: Electric operator and components capable of operating for not less than number of cycles per hour indicated for each door.
- C. Motors: Reversible-type motor with controller (disconnect switch) for motor exposure indicated for each door assembly.
  - 1. Electrical Characteristics: Minimum as indicated for each door assembly. If not indicated, large enough to start, accelerate, and operate door in either direction from any position, at

- a speed not less than 8 in./sec. and not more than 12 in./sec., without exceeding nameplate ratings or service factor.
  - 2. Operating Controls, Controllers, Disconnect Switches, Wiring Devices, and Wiring: Manufacturer's standard unless otherwise indicated.
- D. Obstruction-Detection Devices: External entrapment protection consisting of indicated automatic safety sensor capable of protecting full width of door opening.
- 1. Electric Sensor Edge: Automatic safety sensor edge, located within astragal or weather stripping mounted to bottom bar. Contact with sensor activates device. Connect to control circuit using manufacturer's standard take-up reel or self-coiling cable.
    - a. Self-Monitoring Type: Four-wire-configured device designed to interface with door operator control circuit to detect damage to or disconnection of sensor edge.
- E. Control Station: Three-button control station in fixed location with momentary-contact push-button controls labeled "Open" and "Stop" and sustained- or constant-pressure push-button control labeled "Close."
- 1. Interior-Mounted Units: Full-guarded, surface-mounted, heavy-duty type, with general-purpose NEMA ICS 6, Type 1 enclosure.
- F. Emergency Manual Operation: Equip each electrically powered door with capability for emergency manual operation.
- G. Emergency Operation Disconnect Device: Equip operator with hand-operated disconnect mechanism for automatically engaging manual operator and releasing brake for emergency manual operation while disconnecting motor without affecting timing of limit switch. Mount mechanism so it is accessible from floor level. Include interlock device to automatically prevent motor from operating when emergency operator is engaged.
- H. Motor Removal: Design operator so motor may be removed without disturbing limit-switch adjustment and without affecting emergency manual operation.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Install overhead coiling doors and operating equipment complete with necessary hardware, anchors, inserts, hangers, and equipment supports; according to manufacturer's written instructions and as specified.
- B. Power-Operated Doors: Install according to UL 325.

### 3.2 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
  - 1. Test door release, closing, and alarm operations when activated by smoke detector or building's fire-alarm system. Test manual operation of closed door. Reset door-closing mechanism after successful test.
- B. Repair or remove and replace installations where inspections indicate that they do not comply with specified requirements.
- C. Reinspect repaired or replaced installations to determine if replaced or repaired door assembly installations comply with specified requirements.

### 3.3 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain overhead coiling doors.

END OF SECTION 083323

## SECTION 467621 - BELT FILTER PRESSES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract Documents, including General and Supplementary Conditions, and all related Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes: Belt filter presses and accessories.

#### 1.3 DEFINITIONS

- A. HDPE: High-density polyethylene.
- B. TSS: Total suspended solids.
- C. UHMWPE: Ultra-high-molecular-weight polyethylene.

#### 1.4 REFERENCE STANDARDS

- A. American Bearing Manufacturers Association:
  - 1. ABMA 11 - Load Ratings and Fatigue Life for Roller Bearings.
- B. American Gear Manufacturers Association:
  - 1. AGMA 2001 - Fundamental Rating Factors and Calculation Methods for Involute Spur and Helical Gear Teeth.
- C. ASTM International:
  - 1. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.
  - 2. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- D. National Electrical Manufacturers Association:
  - 1. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).

#### 1.5 SUBMITTALS

- A. Section 013300 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit manufacturer's information for system materials and component equipment, including electrical characteristics.
- C. Shop Drawings:
  - 1. Indicate system materials and component equipment.
  - 2. Submit wiring and control diagrams, installation and anchoring requirements, fasteners, and other details.
- D. Sludge Sampling Reports: Laboratory testing shall be conducted upon a representative sample of the sludge from the Wastewater Treatment Plant. A report detailing the findings and indicating expected dewatering performance and anticipated polymer and lime dosages shall be submitted to the Engineer.
- E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- F. Manufacturer Instructions: Submit detailed instructions on installation requirements, including storage and handling procedures.
- G. Source Quality-Control Submittals: Indicate results of shop or factory tests and inspections.
- H. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
- I. Manufacturer Reports: Certify that equipment has been installed according to manufacturer instructions.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Section 017000 - Execution and Closeout Requirements: Requirements for submittals.
- B. Project Record Documents: Record actual locations of installed belt filter press equipment.

#### 1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Section 017000 - Execution and Closeout Requirements: Requirements for maintenance materials.
- B. Spare Parts:
  - 1. Furnish one set of belts.
  - 2. Furnish one of each size and type of roller bearings.
  - 3. Furnish two sets of doctor blades.
  - 4. Furnish two complete sets of rubber seals for gravity and wedge zones.
  - 5. Furnish two complete sets of belt wash box seals.

- C. Tools: Furnish special tools and other devices required for Owner to maintain and calibrate equipment.

#### 1.8 QUALITY ASSURANCE

- A. Perform Work according to all applicable regulatory and industry standards.

#### 1.9 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' documented experience.
- B. Installer: Company specializing in performing Work of this Section with minimum three years' documented experience and approved by manufacturer.

#### 1.10 DELIVERY, STORAGE, AND HANDLING

- A. Section 016000 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- C. Store materials according to manufacturer instructions.
- D. Protection:
  - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
  - 2. Provide additional protection according to manufacturer instructions.

#### 1.11 EXISTING CONDITIONS

- A. Field Measurements:
  - 1. Verify field measurements prior to fabrication.
  - 2. Indicate field measurements on Shop Drawings.

#### 1.12 WARRANTY

- A. Section 017000 - Execution and Closeout Requirements: Requirements for warranties.
- B. The manufacturer shall warrant, in writing, that all equipment supplied by them shall be free from defects in material and workmanship, for a period of twelve (12) months from the date of startup.

- C. Furnish five-year manufacturer's warranty for roller bearings.

## PART 2 - PRODUCTS

### 2.1 BELT FILTER PRESS

- A. Manufacturer:
  - 1. Or Tec Inc.
  - 2. Phoenix Process Equipment Co.
  - 3. Engineer's approved equal.
- B. Substitutions: As specified in Section 016000 - Product Requirements.
- C. System Description:
  - 1. The sludge dewatering system shall be a skid mounted unit supplied by a single source and contain the components and accessories with this specified within this section.
- D. Performance and Design Criteria:
  - 1. Sludge Type: Waste activated.
  - 2. Solids:
    - a. Minimum Feed TSS: 1 percent.
    - b. Minimum Dewatered Sludge TSS: 20.0 percent.
    - c. Minimum Solids Loading: 160 lb./h.
  - 3. Minimum Hydraulic Loading: 20 gal./min.
  - 4. Design:
    - a. Adjustments and Routine Maintenance during Operation: Possible without interrupting sludge dewatering process.
    - b. Devices Requiring Operator Interface: Located above operating platform for accessibility and visibility.
    - c. Side Skirts: Mounted on either side of belt and at inlet.
- E. Drive Assembly:
  - 1. Mounting:
    - a. Drive assembly mounted beneath belt or within perimeter of structural frame will not be accepted.
    - b. Drive assembly projecting more than 24 inches beyond structural frame will not be accepted.
  - 2. Coupling to Drive Rollers: Gears.
  - 3. Electric Gear Motor:



- a. Description: Speed reducer, electric motor, and drive controller.
  - b. Speed Reducer: Concentric shaft or right-angle helical-type gear reducer.
  - c. Comply with AGMA 2001.
4. Drive Roller: Coated with Buna-N rubber.
- F. Belts:
1. Description:
    - a. Material: Polyester monofilament.
    - b. Edges: Reinforced with 1/2-inch plastic band; heat-sealed edges are unacceptable.
  2. Pre-stretch belts to limit elongation to less than three percent of total belt length.
  3. Seams: Single, low-profile, stainless-steel zipper or alligator-pin type.
  4. Minimum Life: 2,000 hours.
  5. Support: Furnish stainless steel grid with replaceable HDPE wear bars to support full belt width in gravity and wedge zones.
- G. Roller Assemblies:
1. Description:
    - a. One drainage roller located at end of wedge zone, configured to allow filtrate to be conveyed away from cake.
    - b. Four steel rollers or drums with bushings arranged in serpentine pattern in pressure zone.
  2. Minimum Width: 3 inches wider than belt.
  3. Maximum Deflection:  $L/1920$  when belt tension is 20 lb./in. of belt width, where "L" is distance between bearing centers.
  4. Materials: Stainless steel or steel with minimum 30-mil continuous coating of nylon, PTFE, or polyethylene.
  5. Bearings:
    - a. Type: Roller; comply with ABMA 11.
    - b. Mounting: Polymer housing pillow blocks with triple lips seals.
    - c. L10 Life: 100,000 hours.
    - d. Grease Fittings: Extend to outside face of structural frame.
- H. Gravity Drainage Zone:
1. Containment Barriers:
    - a. Furnish adjustable containment barriers equipped with replaceable rubber seals to prevent leakage.
    - b. Replaceable with use of standard tools.
  2. Plows:

- a. Minimum two rows of plows (chicanes) spaced at a maximum 6 inches o.c. across width of belt.
- b. Each plow counterweighted, capable of pivoting independently of other plows, and furnished with set collar or clamp to position plow along support rod.
- c. Mounting: Horizontal rod or angle equipped with handle to allow plows attached to one mounting rod or angle to be lifted from belt when belt filter press is in operation.
- d. Shoes: Adjustable and replaceable.

I. Belt Tracking System:

1. Description: Automatic and continuous alignment of belt position on rollers while belt filter press is operating.
2. Limit Switches:
  - a. Furnish on each side of each belt to detect major misalignment of belt and to relay an alarm signal.
  - b. Limit switches to control belt position adjustments are unacceptable.
3. Mechanically link sensing arm to pilot valve to control hydraulic tracking actuator.

J. Sludge Feed:

1. Flocculation Tank
  - a. Furnish retention tank for floc formation and uniform distribution of feed mixture.
  - b. Include variable speed mixers within tank.
2. Polymer Injection:
  - a. Furnish injection port upstream of retention tank.
3. Distribution Chute:
  - a. Design: Uniformly distribute polymer-conditioned feed sludge across entire working width of belt.
  - b. Furnish vertical adjustment for leveling and clearance from belt.

K. Sludge Discharge Assembly:

1. Discharge Doctor Blade:
  - a. Material: UHMWPE.
  - b. Minimum Width: 3 inches wider than belt width.
  - c. Mounting:
    - 1) Furnish stainless-steel blade holder.
    - 2) Furnish mechanism to adjust position and force of blade against belt.
  - d. Furnish quick release and lock of doctor blade for inspection and servicing.

L. Filtrate Drainage Pans:

1. Description: Collect and discharge sludge filtrate from belts, without splashing and re-wetting downstream cake.
2. Extend minimum 3 inches beyond belt width on both sides.
3. Provide flushing connections to facilitate cleaning.

M. Belt Wash Station:

1. Description: Clean full width of belt as it returns from discharge point to feed point.
2. Furnish removable spray pipe with stainless-steel spray nozzles.

N. Drainage Piping:

1. Schedule 80 PVC, routed to drain as indicated on Drawings.
2. Connection: Pipe wash water and filtrate to common drain.

O. Operation:

1. Electrical Characteristics:
  - a. Voltage: 230/460 V, three phase, 60 Hz.
2. Control Panel:
  - a. Factory mounted.
  - b. Programmable logic controller (PLC) with operator interface terminal (OIT); ability to connect to plant SCADA.
  - c. Ability to control all included accessories.
  - d. NEMA 250 Type 4X.
  - e. Single-point power connection and grounding lug.
  - f. Switches: HAND-OFF-AUTO, SYSTEM START, WASHDOWN START, EMERGENCY STOP.
3. Controls:
  - a. Manual, semi-automatic, and automatic operation.
  - b. Emergency Shutdown: Yellow safety rope surrounding entire unit.
  - c. Normal Shutdown: GROSS BELT MISALIGNMENT, LOW BELT WASHWATER PRESSURE.
  - d. Belt Drive: START-STOP push button, speed control potentiometer, RUN-JOG selector switch, and FORWARD-REVERSE selector switch.
  - e. Hydraulic System: START-STOP push button.
  - f. Wash Water Solenoid Valve: OPEN-CLOSE push button.
  - g. Sludge Cake Monitoring System: Shall automatically shut down system and alert operator if sludge cake not being produced.
4. Emergency Trip Cord System:
  - a. Encircling sides of belt filter press and supported on main frame.

- b. Configured such that pulling on cable at any point will lock OFF switch in open position.
  5. Disconnect Switch: Factory-mounted on control panel.
  6. Operation Sequence: Automatic or Manual.
- P. Materials:
1. Frame: Type 304 stainless steel.
  2. Belt Support Bars: UHMWPE.
  3. Retention Tank: Type 304 stainless steel.
  4. Distribution Chute: Type 304 stainless steel.
  5. Discharge Doctor Blade: Type 304 stainless steel, with replaceable polypropylene or UHMWPE doctor blade.
  6. Side Skirts: Stainless steel with rubber seals.
  7. Ramp Assembly: Type 316L stainless steel.
  8. Plows: HDPE.

## 2.2 ACCESSORIES

- A. Stainless Steel Skid for mounting of necessary components and accessories.
- B. Sludge Pump
1. Type: Progressive Cavity.
  2. Shall be mounted to the belt press skid and capable of suction lift.
  3. Performance:
    - a. Flow Rate: 400 – 2700 gal/hr.
    - b. Minimum Suction Lift: 8 feet.
  4. Description:
    - a. Rotor: 316 stainless steel.
    - b. Stator: Buna-N rubber.
    - c. Universal Joints:
      - 1) Description: Enclosed and sealed.
      - 2) Lubrication: Greased.
    - d. Drive Shafts: Material: High-alloy steel.
  5. Housing:
    - a. Heavy-duty cast iron.
    - b. Furnish inspection covers and taps for draining or instrumentation.
    - c. End Connections: Flanged, ASME B16.5, Class 150.
  6. Gear Reducers: Comply with AGMA 6019, Class II.

7. Bearings: Oil lubricated thrust and radial types.
8. Seals:
  - a. Type: Stuffing box.
  - b. Design: Split.
  - c. Silicon carbide faces with 316 stainless steel metal parts and Viton elastomers.
9. Motor: 5 hp, TEFC 1750 RPM, 230/460 V, three phase, 60 Hz.
10. Controls: Variable Frequency Drive controlled by main belt filter press control panel.

C. Sludge Flowmeter:

1. Type: Magnetic Meter
2. Duty: 0 – 200 gal/min.
3. Display: LCD Current Flow / Total Flow
4. Installed between sludge pump and flocculation tank.

D. Polymer Dosing System

1. Description:
  - a. Unit process capable of automatic metering, dilution, mixing, activation, and feeding of liquid polymer.
  - b. Shall be mounted to the belt press skid.
2. Performance:
  - a. Dilution Water Flow Rate: 0 – 5 gal/min.
  - b. Polymer Flow Rate: 0 – 1.83 gal/hr.
3. Components:
  - a. Metering Pump:
    - 1) Type: Diaphragm.
    - 2) Drive: Variable speed with motor controller in control panel.
  - b. Static mixing vessel.
  - c. Injection block and nozzle.
  - d. Dilution water control valve.
  - e. Pressure Gages for water and chemical.
4. Materials:
  - a. Frame: 316 stainless steel.
  - b. Components in contact with solution to be corrosion resistant.
  - c. Piping and tubing to be corrosion resistant and of sufficient pressure rating.

E. Wash Water Pump

1. Type: Centrifugal.
2. Shall be mounted to the belt press skid.
3. Performance:
  - a. Flow Rate: 0 – 13 gal/min.
  - b. Discharge Pressure: 80 psi.
4. Connections:
  - a. Inlet: 1-1/4" female NPT.
  - b. Outlet: 1" female NPT.
5. Motor: 2.0 HP, variable speed, max 2,900 rpm.

F. Lime Feed System

1. Material: 304 stainless steel.
2. Hopper Capacity: 5 cu. ft.
3. Discharge Device: 1-1/2" stainless steel screw and tube.
4. Feed Rate: Sufficient for Dewatering needs.
5. Motor: 1 hp, variable speed.
6. Controls: Single turn potentiometer with interface to belt filter press main control panel.
7. Features:
  - a. Hinged hopper cover with safety grate.
  - b. Low level switch in hopper.
  - c. Hopper agitator.
  - d. Vibration isolation pads.
  - e. Platform to permit lime to feed into belt filter press cake discharge.
  - f. OSHA Compliant stairs and platform of sufficient height to fill lime hopper.

G. Screw Conveyor

1. System Description:
  - a. Intended to convey dewatered sludge from the belt filter press discharge to the adjacent car port to be deposited into a vehicle for disposal.
2. Performance and Design Criteria:
  - a. Material conveyed: Dewatered Sludge, 55 lb./cu. ft.
  - b. Capacity: 60 cu. ft./hr.
  - c. Orientation: As depicted in drawings.
3. Materials:
  - a. Troughs, end plates, covers: Type 304 stainless steel.
  - b. Spiral fighting: Type 304 stainless steel.
  - c. Wear Liner: Ultra-high molecular weight polyethylene.
  - d. Chutes and hoppers: Type 304 stainless steel.

- e. Supports: Type 304 stainless steel.
  - f. Fasteners: Type 304 stainless steel.
4. Troughs:
- a. Dimensions: U-shaped, consistent with CEMA 300.
  - b. Covers: Connection to trough: Bolted.
  - c. Gaskets: Continuous, one half inch width, applied to flange faces.
  - d. Stiffeners: As required to maintain shape.
  - e. Drains: Flanged covered drain outlet shall be provided for all conveyors installed at an angle.
5. Spiral Flighting:
- a. Dimensions: Sized to convey specified material while maintaining deflection and tolerance standards.
  - b. Concentricity tolerance: 2.0mm +/-.
  - c. Maximum spring deflection: 0.8mm per meter of length at maximum load conditions.
  - d. Connection to drive system:
    - 1) Weld spiral to flange plate forming smooth and continuous transformation from flange plate to spiral.
    - 2) Flange plate shall bolt to the drive shaft.
6. Wear Liner:
- a. Dimensions: 3/8" thick, 4 ft. sheets.
  - b. Wear indicator: Liner shall provide a visual color indicator of excessive wear.
  - c. Connections: Liner shall be held in place with clips, no fasteners will be allowed.
7. Supports:
- a. Design shall conform to AISC 360.
  - b. Maximum slenderness ratio:
    - 1) Compression member: less than 120.
    - 2) Tension member: 240.
  - c. Fabrications:
    - 1) Welding shall conform to AWS D1.1.
    - 2) Supports shall be shop fabricated, assembled, and fitted to the conveyor prior to delivery.
  - d. Spacing:
    - 1) Spacing: At minimum, each conveyor shall be provided with supports at the inlet and discharge end, with intermediate supports as required.

8. Drive Units:
  - a. General:
    - 1) A drive unit shall be included for each conveyor.
    - 2) Must be capable to start conveyor from dead stop at maximum loading.
    - 3) Each drive unit shall be equipped with a motion failure alarm unit.
  - b. Mounting: A drive unit shall be mounted to one end of the conveyor trough via an adapter flange.
  - c. Motors:
    - 1) Voltage: 460 V, 60 Hz, 3 Phase.
    - 2) Enclosure: Totally Enclosed, Fan Cooled (TEFC).
  - d. Gear Reducers:
    - 1) Gearing: Helical Gears.
    - 2) Service class: AGMA Class II.
    - 3) Reduction: Single.
9. Sensors:
  - a. Adjustable amp overload switch to automatically shut down system and alert operator.
10. Controls:
  - a. Manual and automatic
  - b. Shall be tied to main belt filter press control and auto start-up and shutdown sequencing and emergency shutdown systems.

## 2.3 SOURCE QUALITY CONTROL

- A. Section 014000 - Quality Requirements: Requirements for testing, inspection, and analysis.
- B. Provide shop inspection and testing of completed belt filter press and accessories.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Section 017000 - Execution and Closeout Requirements: Requirements for installation examination.
- B. Verify that facility, piping, and electrical Work are ready to receive belt filter press.



### 3.2 INSTALLATION

- A. According to manufacturer instructions.
- B. Level unit to ensure that belts are level and true.
- C. After belt filter press has been set in position and shimmed to the proper elevation, grout space between bottom of the belt filter press base and concrete pier with non-shrink grout as specified in Section 036000 – Grouting.
- D. Painting: As specified in Section 099010 – Coating Systems for Wastewater Treatment Plants.

### 3.3 FIELD QUALITY CONTROL

- A. Section 017000 - Execution and Closeout Requirements: Requirements for testing, adjusting, and balancing.
- B. Inspect for proper operation.
- C. Testing:
  - 1. Functional Testing: Prior to system startup, inspect components for proper alignment and connection and quiet and acceptable operation.
  - 2. Performance Testing: Use sludge of the type(s) to be applied to belt filter press on each unit to determine actual system operating conditions, and verify that units meet minimum performance requirements as specified in this Section.
- D. Manufacturer Services: Furnish services of manufacturer's representative experienced in installation of products furnished under this Section for not less than two days on Site for installation, inspection, startup, field testing, and instructing Owner's personnel in operation and maintenance of equipment.
- E. Equipment Acceptance:
  - 1. Adjust, repair, modify, or replace components failing to perform as specified and rerun tests.
  - 2. Make final adjustments to equipment under direction of manufacturer's representative.
- F. Furnish installation certificate from equipment manufacturer's representative attesting that equipment has been properly installed and is ready for startup and testing.

### 3.4 ADJUSTING

- A. Section 017000 - Execution and Closeout Requirements: Requirements for starting and adjusting.
- B. After belt filter press has been leveled and set in position, level and align each individual roller assembly.

- C. If required, reposition roller assembly bearing housings and shim to attain proper belt tracking.
- D. Check control functions and adjust as required.

### 3.5 CLEANING

- A. Section 017000 - Execution and Closeout Requirements: Requirements for cleaning.
- B. Blow systems clear of moisture and foreign matter.

### 3.6 DEMONSTRATION

- A. Section 017000 - Execution and Closeout Requirements: Requirements for demonstration and training.
- B. Demonstrate equipment startup, shutdown, routine maintenance, and emergency repair procedures to Owner's personnel.

END OF SECTION 467621

"General Decision Number: WV20220025 07/01/2022

Superseded General Decision Number: WV20210025

State: West Virginia

Construction Type: Building

County: Ritchie County in West Virginia.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/18/2022

2 02/25/2022  
3 03/18/2022  
4 06/03/2022  
5 06/10/2022  
6 07/01/2022

ASBE0080-002 03/07/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 34.00	27.92

BOIL0667-005 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 41.63	26.38

BRWV0009-001 12/01/2021

	Rates	Fringes
BRICK POINTER/CAULKER/CLEANER....	\$ 30.15	25.24

BRWV0015-010 06/01/2021

	Rates	Fringes
MASON - STONE.....	\$ 30.25	24.58

CARP0443-009 05/01/2021

	Rates	Fringes
MILLWRIGHT.....	\$ 35.50	26.75

CARP0899-004 12/01/2020

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 29.74	23.51

CARP1024-001 06/01/2021

	Rates	Fringes
CARPENTER (Scaffold Builder Only).....	\$ 29.40	24.57

CARP1911-004 12/01/2020

	Rates	Fringes
CARPENTER (Floor Laying - Carpet, Hardwood, Resilient and Vinyl Only).....	\$ 30.03	23.65

ELEC0968-008 06/01/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 35.31	3%+26.86

	Rates	Fringes
LABORER		
Group 2.....	\$ 21.94	15.75

LABORER CLASSIFICATIONS

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

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LABO1085-004 06/01/2020

	Rates	Fringes
LABORER		
Common or General.....	\$ 22.76	16.85
Concrete Worker.....	\$ 22.76	16.85

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PAIN0970-007 12/01/2021

	Rates	Fringes
PAINTER (Drywall Finishing/Taping).....	\$ 29.85	17.70

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PAIN1195-002 12/01/2021

	Rates	Fringes
GLAZIER.....	\$ 31.50	11.38

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PLAS0926-007 06/01/2018

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

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PLAS0926-008 06/01/2018

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

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\* PLUM0565-002 07/01/2022

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation).....	\$ 38.40	31.08

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\* UAVG-WV-0007 01/01/2019

	Rates	Fringes
LABORER (Carpenter Tender).....	\$ 23.69	16.12
LABORER (Chipping Gun).....	\$ 24.78	16.25
LABORER (Grade Checker).....	\$ 23.45	16.16
LABORER (Landscape).....	\$ 22.99	16.35
LABORER (Mortar Mixing).....	\$ 23.35	16.06
LABORER (Pipelayer).....	\$ 24.06	16.34
LABORER (Scaffold Builder).....	\$ 23.63	16.12

ENGI0132-007 12/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
GROUP 1.....	\$ 39.56	19.95
GROUP 2.....	\$ 39.21	19.95
GROUP 3.....	\$ 38.21	19.95
GROUP 4.....	\$ 27.71	19.95

GROUP 1: All Friction Cranes, Tower Cranes and all Cranes with 180 ft. or more of boom including mast and jibs or lifting capacity of 100 tons or more and hoists with 30,000 pound line pull or more

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

GROUP 3: Backhoe, all other Cranes

GROUP 4: Bobcat/Skid Steer/Skid Loader, Roller, Oiler

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IRON0549-006 12/01/2021

	Rates	Fringes
IRONWORKER (Ornamental).....	\$ 34.44	24.61

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IRON0787-006 06/01/2022

	Rates	Fringes
IRONWORKER (Reinforcing).....	\$ 31.50	23.75

-----  
LABO0379-019 12/01/2020

	Rates	Fringes
LABORER		
Wacker Roller Operator.....	\$ 26.32	16.50

-----  
LABO0453-003 12/01/2017

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

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LABO0543-003 06/01/2020

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

LABORER CLASSIFICATIONS

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

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LABO0984-005 12/01/2020

LABORER (Tamper- Hand Held).....\$ 23.33                    16.04

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 \* UAVG-WV-0015 01/01/2019

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 29.93	22.26

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 \* UAVG-WV-0028 01/01/2019

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

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 SUWV2012-023 08/13/2012

	Rates	Fringes
BRICKLAYER.....	\$ 27.50	12.35
CARPENTER (Drywall Hanging Only).....	\$ 25.08	12.58
IRONWORKER, STRUCTURAL.....	\$ 26.01	12.18
LABORER: Demolition.....	\$ 20.58	9.47
LABORER: Mason Tender - Brick...	\$ 21.47	8.29
LABORER: Mason Tender - Cement/Concrete.....	\$ 22.05	8.54
OPERATOR: Bulldozer.....	\$ 30.24	10.26
OPERATOR: Excavator.....	\$ 30.31	10.81
OPERATOR: Forklift.....	\$ 33.09	3.00
PAINTER: Brush, Roller and Spray.....	\$ 22.03	9.95
ROOFER.....	\$ 24.28	9.32
Truck Driver: Single and Double Axle Dump Trucks.....	\$ 28.52	3.00

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

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

resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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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.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION"

"General Decision Number: WV20220061 08/05/2022

Superseded General Decision Number: WV20210061

State: West Virginia

Construction Type: Heavy

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number      Publication Date

0 01/07/2022  
1 02/18/2022  
2 02/25/2022  
3 08/05/2022

CARP0443-008 05/01/2021

	Rates	Fringes
MILLWRIGHT.....	\$ 35.50	26.75

\* ELEC0307-008 05/30/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 36.25	18.73

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ENGI0132-014 12/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
GROUP 1.....	\$ 38.95	19.55
GROUP 2.....	\$ 36.19	19.55
GROUP 3.....	\$ 35.08	19.55
GROUP 4.....	\$ 31.62	19.55

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

GROUP 2: Loaders up to six (6) cubic yard capacity, Backhoe, Bulldozers, Bobcat/Skid Steer/Skid Loader, Forklift, Drill, Excavators and shovels with an operating weight of up to one hundred ten thousand (110,000) pounds

GROUP 3: Roller.

GROUP 4: Oiler

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ENGI0132-027 12/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(PIPELINE)		
GROUP 1.....	\$ 38.95	19.55
GROUP 2.....	\$ 36.19	19.55

POWER EQUIPMENT OPERATOR PIPELINE CLASSIFICATIONS

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

GROUP 2: Oiler.

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ENGI0132-029 12/01/2021

Rates	Fringes
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POWER EQUIPMENT OPERATOR:  
Single and Double Axle  
Dump Trucks.....\$ 36.19                   19.55

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IRON0549-011 12/01/2021

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 34.44	24.61

-----  
IRON0568-020 12/01/2020

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 33.70	22.04

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LAB00379-040 12/01/2020

	Rates	Fringes
LABORER: (PIPELINE).....	\$ 25.26	16.50

LABORER CLASSIFICATIONS:

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

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LAB00379-043 12/01/2021

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

GROUP 1: Tunnel Driller, Tunnel Miner.

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

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

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PLAS0926-001 06/01/2018

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

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\* UAVG-WV-0010 01/01/2019

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

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\* UAVG-WV-0012 01/01/2019

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

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

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

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

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

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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.

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### WAGE DETERMINATION APPEALS PROCESS

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Branch of Construction Wage Determinations

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

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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:

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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"



"General Decision Number: WV20220080 02/25/2022

Superseded General Decision Number: WV20210080

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

\* SUWV2015-001 01/01/2014

	Rates	Fringes
<b>BRICKLAYER</b>		
Barbour, Berkeley, Doddridge, Gilmer, Grant, Hampshire, Hardy, Harrison, Jefferson, Lewis, Marion, Mineral, Monongalia, Morgan, Pendleton, Pocahontas, Preston, Randolph, Taylor, Tucker, Upshur, Webster.....	\$ 30.74	18.21
Boone, Braxton, Clay, Fayette, Greenbrier, Kanawha, Logan, McDowell, Mercer, Monroe, Nicholas, Putnam, Raleigh, Summers, Wyoming.....	\$ 29.66	20.20
Brooke, Hancock.....	\$ 29.94	16.22
Cabell, Lincoln, Mason, Mingo, Wayne.....	\$ 30.61	20.88
Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt, Wood.....	\$ 30.33	15.27
Marshall, Ohio, Tyler, Wetzel.....	\$ 30.01	16.26
<b>CARPENTER</b>		
Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan, Pendleton.....	\$ 31.26	15.90
Brooke, Hancock, Marshall, Ohio.....	\$ 27.86	19.30
Remaining Counties.....	\$ 27.72	19.44
<b>CEMENT MASON/CONCRETE FINISHER</b>		
All Counties.....	\$ 28.67	18.85
<b>DIVER</b>		
Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan, Pendleton Diver Tender.....	\$ 31.26	15.90
Diver.....	\$ 32.25	15.90
Brooke, Hancock, Marshall, Monongalia, Ohio, Wetzel Diver Tender.....	\$ 32.01	16.76
Diver.....	\$ 48.02	16.76
Remaining Counties Diver Tender.....	\$ 27.72	19.44
Diver.....	\$ 28.27	19.44
<b>ELECTRICIAN (SIGNAL &amp; LIGHTING)</b>		
Equipment Operator.....	\$ 23.30	17.99
Flagger.....	\$ 17.00	7.39
Groundman/Truck Driver.....	\$ 20.79	17.89

Installer.....	\$ 26.21	18.11
Technician.....	\$ 29.12	18.22

ELECTRICIAN

Barbour, Doddridge, Harrison, Lewis, Marion, Monongalia, Pendleton, Pocahontas, Preston, Randolph, Taylor, Tucker, Upshur.....	\$ 30.14	21.14
Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan..	\$ 30.50	15.78
Boone, Braxton, Calhoun, Clay, Fayette, Gilmer, Kanawha, Nicholas, Putnam, Raleigh, Roane, Summers, Webster, Wyoming.....	\$ 35.34	16.62
Brooke, Marshall, Ohio, Wetzel.....	\$ 28.35	22.74
Cabell, Lincoln, Logan, Mason, Mingo, Wayne.....	\$ 32.62	21.70
Greenbrier, McDowell, Mercer, Monroe.....	\$ 25.05	16.32
Hancock.....	\$ 34.00	29.10
Jackson, Pleasants, Ritchie, Tyler, Wirt, Wood..	\$ 31.56	21.43

IRONWORKER

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

LABORER

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

LABORER CLASSIFICATIONS:

GROUP 1: Powderman, Laser Screed Operator, and GPS Operator.  
 GROUP 2: Pipelayer (Including Laser Beam Set Up), Form Setter (Road), Drill Operator, Air Tool Operator, Grade Checker and Asphalt Raker, Vibrator Man, Whacker, Chainsaw Operator, Mortarman, Brick Mason Tender, Cement Finisher Tender, Drill Tender, Powderman Tender, Water Proofer, Sheeter & Shorer, Placement of Lagging, Pipelayer Tender, Bull-Float Man, Pavement Reinforcing Placer, Handyman, Signal Man, Greencutter, Georgia Power Buggie, Burner, Cement Blower Man,

Bituminous Hand Sprayer, Bork 250 Remote Control Ditch Witch and Walk Behind Concrete Saw, Mulcher and Seeder (hand and machine), Installation of Ground Mounted Beams and Signs including Concrete Footers, Installation of Overhead Sign Supports and Signs including Concrete Footers, Installation of Guardrail and Anchors Assemblies, Tree Trimmer, Caisson Bottom Man, Bush Hammering, Core Drilling, Placement and Mixing of Grout and Bridge Demolition Specialist.\*\*

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

PAINTER

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

PILEDRIVERMAN

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

POWER EQUIPMENT OPERATOR:

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

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

GROUP 2: Loaders up to 6 cubic yard capacity, gradall, hoist 2 drums or more, mixer plant (2 or more mixers including batch control), pile driver operator, core drill, trencher, backhoe, asphalt paver, cement paver, rotary drill, bulldozers, concrete pump, controlled fine grade machine, slip form paver, log loader, log skidder, motor grader, rubber tired scraper, tractor pan, Roto Miller, tow or work boat, mobile conveyor,

transloader, articulating equipment, material hauler, carry deck, compactor with blade, skidsteer including attachments, fork lift, self-propelled concrete spreader, concrete finishing machine, derrick (single drum), hoist (single drum), single drum paver, air tugger, Ross Carrier, multiple concrete saw, hydraulic post driver, horizontal road-boring machine, tie distributor, track lining machine, ballast tamper, anchor application machine, ribbon rail puller, ballast regulator, auto sled, turn table, pavement breaker, asphalt batch plant, concrete batch plant, crushing plant, compactor with blade, power broom, vac-all truck, self-propelled concrete spreader and concrete finishing machine, mechanics with tools and greasers, excavators, and shovels with an operating weight of up to 110,000 pounds.

GROUP 3: Asphalt roller

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

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

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

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

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

TRUCK DRIVER

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

Class 3.....	\$ 27.76	16.81
Remaining Counties		
Class 1.....	\$ 26.97	16.15
Class 2.....	\$ 27.76	16.15
Class 3.....	\$ 28.44	16.15

TRUCK DRIVER CLASSIFICATIONS:

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

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

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

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

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

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

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

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

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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.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"