

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

**PHASE II WASTEWATER SYSTEM IMPROVEMENTS PROJECT
CONTRACT # 1 – SANITARY SEWER LINE REPLACEMENT AND
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.

C. DRAWINGS

SHEET #4 – REPLACE this sheet with the revised sheet attached to this addendum.

SHEET #4A – REPLACE this sheet with the revised sheet attached to this addendum.

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. Does the entire concrete apron entrance to Wagner Street need replaced.

RESPONSE

Yes, the concrete apron shall be repaired as per Sheet #1 in the plans.

QUESTION

4. Is there an alternate installation method for pipe between Manholes #12-29 and #12-30?

RESPONSE

This section of pipe installation has been revised and is proposed as 16" Steel Casing (Bore & Jack) with 8" PVC carrier pipe. Sheets #4 and #4A have been revised as part of this addendum.

QUESTION

5. Why is there stream bank slope protection shown between Manholes 12-29 and 12-30?

RESPONSE

Streambank slope protection will be required if surface disturbance is needed in this area.

QUESTION

6. Is an office trailer required for this Contract?

RESPONSE

No, an office trailer is not required for this Contract.

QUESTION

7. 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

8. 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

9. 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

10. 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

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

RESPONSE

\$930,000.

QUESTION

12. Do Davis Bacon Wages apply to this project?

RESPONSE

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

QUESTION

13. Is American Iron and Steel Act Compliance required?

RESPONSE

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

QUESTION

14. Are B&O taxes applicable?

RESPONSE

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

QUESTION

15. 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

16. 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 #1 – Sanitary Sewer Line Replacement and Improvements
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.

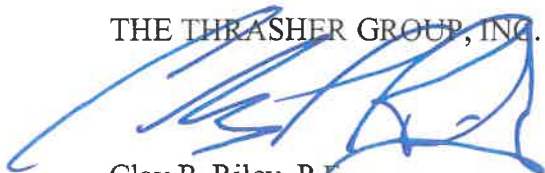
Envelope No. 2 labeled “Bid Proposal” shall be placed inside of Envelope #1

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.

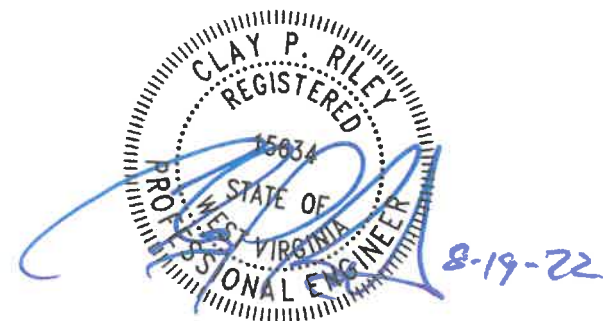
If you have any questions or comments, please feel free to contact me at your earliest convenience. As a reminder, bids will be received until 2:00 p.m. on Wednesday, August 24, 2022, at the Ellenboro Town Hall located at 100 School Street, Ellenboro, WV 26346. Good luck to everyone and thank you for 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
 Plan Sheet #4
 Plan Sheet #4A
 Index
 Bid Opening Requirements (BOR)

C-410 Bid Form
WVDBE Forms
Specification 11000 – Summary
Specification 12000 – Price and Payment
Davis Bacon Wage Rates

**TOWN OF ELLENBORO
 RITCHIE COUNTY, WEST VIRGINIA
 PHASE II WASTEWATER SYSTEM IMPROVEMENTS
 CONTRACT #1 – SANITARY SEWER LINE REPLACEMENT AND IMPORVEMENTS
 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	MOVRC	304-699-3709	brad.morris@movec.org
Rob Lantz	Doss Enterprises	304-669-5713	robert.lantz@dossenenterprises.com
SAM AMAN	Doss Enterprises	304-476-3858	Samuel.Aman@dossenenterprises.com
Pat Jones	Orders Construction	304-881-3572	patj@ordersconstruction.com
Steve Morris	Performance Power Solutions	304-543-2788	smorris@performance-PS.com
GLENN COOK	Triton Construction	304-759-2100	john.rose@tritonwv.com
Bryan Wren	Pro Contracting	304-715-8501	Fullap3@aol.com

Name	Representing	Phone #	Email Address
RANDY RICHMOND	FAMCO, INC.	304 890 6434	r.richmond.famco@gmail.com
Roger Hill	Blue Ridge Con.	304-472-6408	hills.com@yahoo.com
Eric Sprawee	Bear Contracting	304-326-0160	estimating@bear-contracting.com
Jeff Ferric	Ferric LLC	412-860-2965	jeff@ferricci.com
Bobby Tenney	Specialty Groups, Inc.	304-677-2029	btenney@sgiwv.com
JEREMY WHITE	ALAN STONE COMPANY, INC.	304-580-6011	ESTIMATOR@ALANSTONECOMPANY.COM
Chris Gallick	D.M. Contracting Inc D.B. Freeman Contracting Inc	978-668-8775	cgallick@dmdmcontractinginc.com
Bernie Dunlap	Dunlap Contracting LLC	681-361-2022	dunlapcontractingllc@gmail.com
Tony Closson	JF Allen Company	304-460-7424	Tclosson@JFAllenCo.com
Alex Lear	Enviroclean	304-623-6770	alex@envirocleanwv.com
Mark Stolle	FOSTER	304.206.7808	mark@fostersupply.com

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

**PHASE II WASTEWATER SYSTEM IMPROVEMENTS
CONTRACT #1 – SANITARY SEWER LINE REPLACEMENT AND IMPROVEMENTS**

PRIME CONTRACTORS INTENT TO BID LIST

Thrasher Project #020-01642

August 10, 2022

Alan Stone Company
Jeremy White/Estimator
5075 Williams Highway
Williamstown, WV 26187
Phone: (304) 580-6011
Fax: (304) 375-7541
Estimator@alanstonecompany.com

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

Blue Ridge Construction
Roger Hull/Vice President
1212 Slab Camp Road
French Creek, WV 26218
Phone: (304) 472-6408
Fax: (304) 924-9133
hullscon@yahoo.com

D&M Contracting, Inc.
DBA Paramount Contracting, Inc.
Chris Gallick/Estimator
1868 Lions Club Road
New Alexandria, PA 15670
Phone: (724) 668-8775
Fax: (724) 668-8862
cgallick@dandmcontracting.com

Doss Enterprises
Sam Aman/Project Manager
190 Midstream Way
Jane Lew, WV 26378
Phone: (304) 884-2325
samuel.aman@dossenterprises.com

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

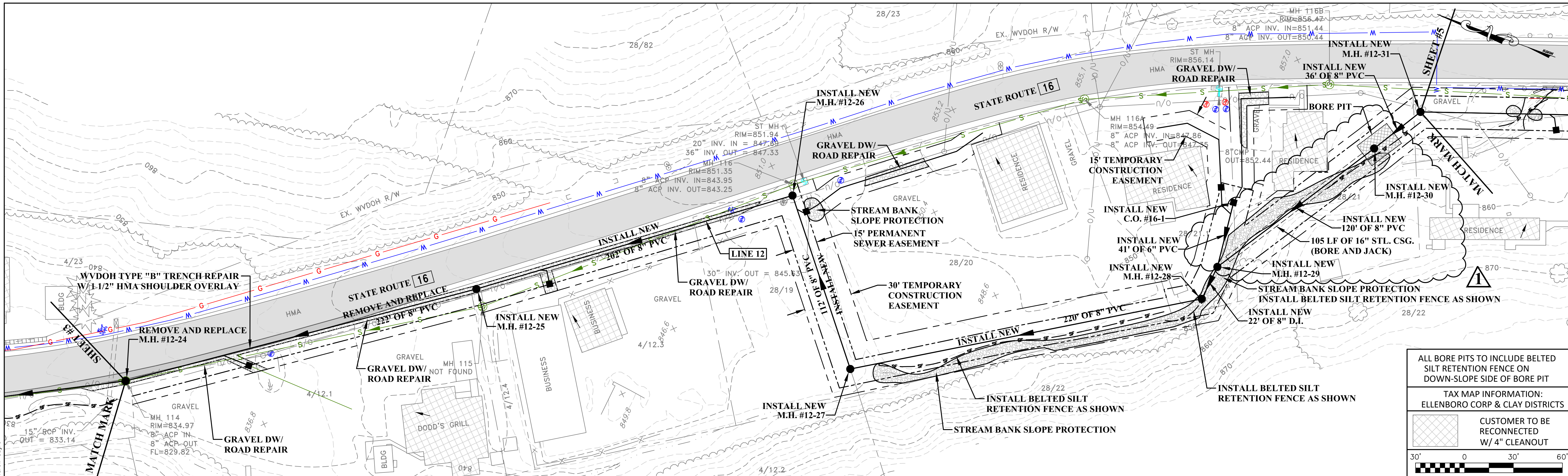
Enviroclean
Alex Loar/Project Manager
860 N 4th Street
Clarksburg, WV 26301
Phone: (304) 623-6770
Fax: (304) 623-6775
aloar@envirocleanwv.com

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

JF Allen Company
Tony Closson/Project Manager
2133 Old Weston Road
Buckhannon, WV 26201
Phone: (304) 460-7424
tclosson@jfallenco.com

Pro Contracting, Inc.
Bryan Reger/President
681 Hawk Highway
Lost Creek, WV 26385
Phone: (304) 745-8501
Fax: (304) 745-8503
Fnlap3@aol.com

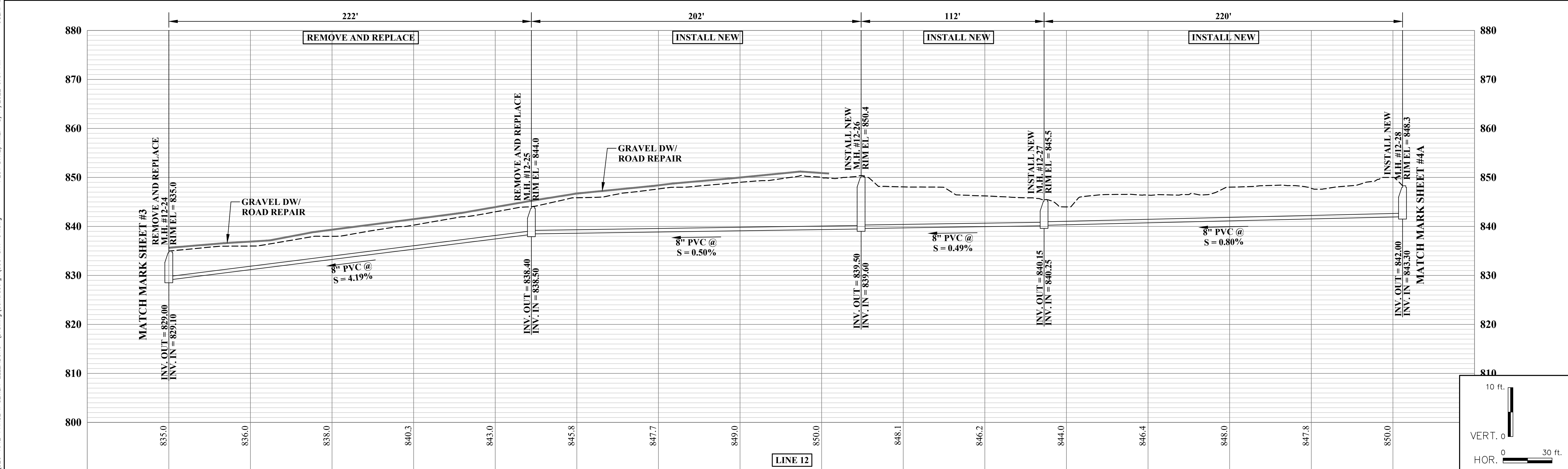
Triton Construction, Inc.
Glen Cook/Project Manager
1944 Winfield Road
St. Albans, WV 25177
Phone: (304) 759-2100
Fax: (304) 755-1404
skinny.cook@tritonwv.com



ALL BORE PITS TO INCLUDE BELTED SILT RETENTION FENCE ON DOWN-SLOPE SIDE OF BORE PIT

TAX MAP INFORMATION:
ELLENBORO CORP & CLAY DISTRICTS

CUSTOMER TO BE RECONNECTED W/ 4\"/>



NO.	BY	DATE	DESCRIPTION
1	AS	8/17/22	ADDENDUM #3



SCALE: AS NOTED
 DRAWN: A. SAYRE DATE: 8/2021
 CHECKED: R. HOLCOMB DATE: 10/2021
 APPROVED: A. SYKES DATE: 10/2021
 SURVEY DATE:
 SURVEY BY:
 FIELD BOOK No.:

THRASHER
 600 WHITE OAKS BLVD. P.O. BOX 940
 BRIDGEPORT WV, 26330
 www.thrashereng.com
 PHONE (304) 624-4108 FAX (304) 624-7831

PHASE No.	
CONTRACT No.	1
PROJECT No.	101-020-1642

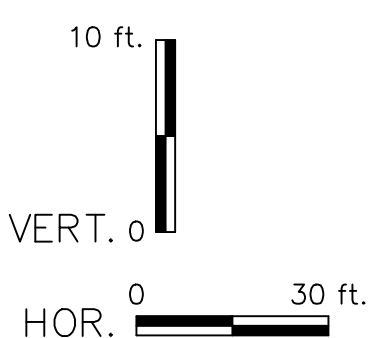
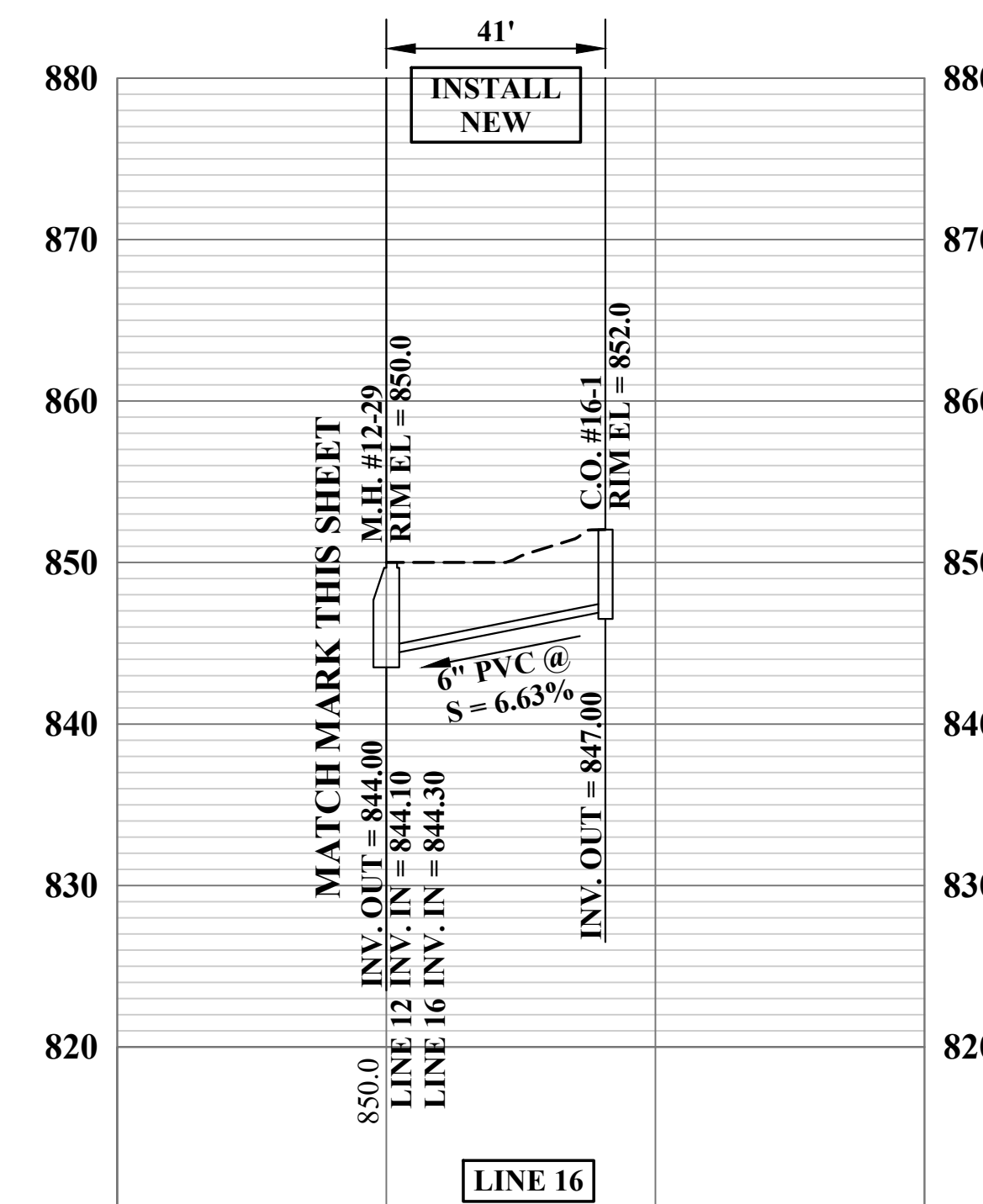
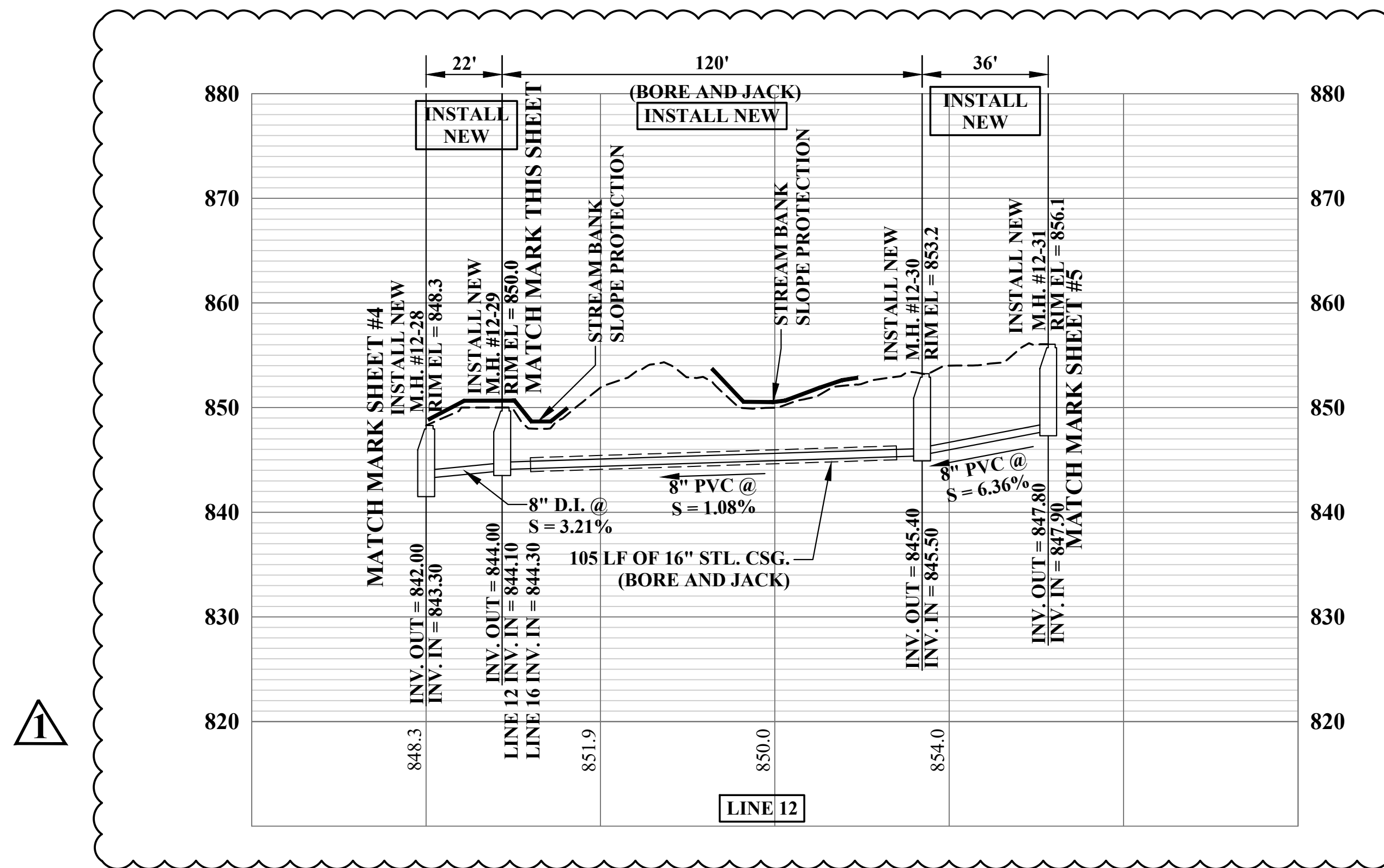
TOWN OF ELLENBORO
 PROPOSED WASTEWATER SYSTEM
 IMPROVEMENTS PROJECT- PHASE II
 RITCHIE COUNTY, WEST VIRGINIA
 PLAN AND PROFILE SHEET

SHEET No.
4

LAYOUT TAB: 4
 CAD FILE: R:\020\020-1642-PHASE II SEWER-ELLENBORO-Drawing\Contract #\000-SIT-04.dwg
 PLOT DATE/TIME: 8/17/2022 6:01 AM
 USER: andrew sayre

LAYOUT TAB: 4A
 CAD FILE: R:\020\020-1642-PHASE II SEWER-ELLENBORO-Drawing\Contract #\000-SHT-04.dwg
 PLOT DATE/TIME: 8/17/2022 9:05 AM
 USER: andrew soys

SEE SHEET #4 FOR PLAN VIEW



NO.	BY	DATE	DESCRIPTION
1	AS	8/17/22	ADDENDUM #3



SCALE: AS NOTED	
DRAWN: A. SAYRE	DATE: 8/2021
CHECKED: R. HOLCOMB	DATE: 10/2021
APPROVED: A. SYKES	DATE: 10/2021
SURVEY DATE:	
SURVEY BY:	
FIELD BOOK No.:	

THRASHER
 600 WHITE OAKS BLVD. P.O. BOX 940
 BRIDGEPORT, WV 26330
 www.thrashereng.com

PHONE (304) 624-4108
 FAX (304) 624-7831

PHASE No.	
CONTRACT No.	1
PROJECT No.	101-020-1642

TOWN OF ELLENBORO
 PROPOSED WASTEWATER SYSTEM
 IMPROVEMENTS PROJECT- PHASE II
 RITCHIE COUNTY, WEST VIRGINIA
 PLAN AND PROFILE SHEET

SHEET No.
4A

**TOWN OF ELLENBORO
RITCHIE COUNTY, WEST VIRGINIA
PROPOSED
PHASE II WASTEWATER SYSTEM IMPROVEMENTS PROJECT
CONTRACT #1 – SANITARY SEWER LINE REPLACEMENT AND 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

TECHNICAL SPECIFICATIONS

Summary	011000
Price and Payment Procedures	012000
Substitution Procedures	012500
Contract Modification Procedures	012600
Administrative Requirements	013000
Project Management and Coordination	013100
Construction Progress Schedule	013216
Submittal Procedures	013300
Quality Requirements	014000
References	014200
Temporary Facilities and Controls	015000
Traffic Control	015700
Product Requirements	016000
Execution and Closeout Requirements	017000
Construction Waste Management and Disposal	017419
Project Record Documents	017839
Commissioning	019100
Structure Demolition	024116

Revised per Addendum #3
August 19, 2022

Cast-in-place Concrete	033000
Crystalline Concrete Waterproofing	033050
Grouting	036000
Clearing and Grubbing	311100
Excavation	312316
Trenching	312316.13
Dewatering	312319
Erosion and Sedimentation Controls	312500
Rubble-stone Riprap	313716.13
Stone Surfacing Material	321206
Asphalt Paving	321216
Concrete Paving	321313
Pavement Markings	321723
Grading and Seeding	329002
Sewer and Manhole Testing	330130.13
Mandrel Testing	330505.43
Manholes and Structures	330513
Manhole Frames and Covers	330513.01
Utility Identification	330526
Temporary Bypass Pumping	330600
Boring and Jacking	331400
Public Sanitary Utility Sewerage Piping	333113
FEDERAL WAGE RATES	

Revised per Addendum #3
August 19, 2022

ACCOMMODATION OF UTILITIES ON HIGHWAY RIGHT OF WAY

**PROPOSED
PHASE II WASTEWATER SYSTEM IMPROVEMENTS PROJECT
CONTRACT #1 – SANITARY SEWER LINE REPLACEMENT AND 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

Item	Completed Satisfactory (Check if completed)
1. Bid submitted on time	_____
2. Attended Mandatory 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.

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 #1 – Sanitary Sewer Line Replacement and 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 #1 – Sanitary Sewer Line Replacement and Improvements

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).

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 #1 – SANITARY SEWER LINE REPLACEMENT AND 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:

<u>Date</u>	<u>Number</u>
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 #1 – Sanitary Sewer Line Replacement and 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 #1 – SANITARY SEWER LINE REPLACEMENT AND IMPROVEMENTS
THRASHER PROJECT #020-01642

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Town of Ellenboro
P.O. Box 123
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 #1 – Sanitary Sewer Line Replacement and Improvements. The Project "Sequence of Construction" has been detailed in the Drawings and Specification, 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 #1 – SANITARY SEWER LINE REPLACEMENT AND 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	100	Remove and Replace Existing 6" ACP w/8" PVC SDR 35 Gravity Sewer Pipe (0'-6')		
	LF	_____ Dollars		
		_____ Cents	_____	_____
4	930	Remove and Replace Existing 8" ACP w/ 8" PVC SDR 35 Gravity Sewer Pipe (0'-6')		
	LF	_____ Dollars		
		_____ Cents	_____	_____
5	320	Remove and Replace Existing 8" ACP w/ 8" PVC SDR 35 Gravity Sewer Pipe (6'-9')		
	LF	_____ Dollars		
		_____ Cents	_____	_____
6	1525	8" PVC SDR 35 Gravity Sewer Pipe (0'-6')		
	LF	_____ Dollars		
		_____ Cents	_____	_____
7	800	8" PVC SDR 35 Gravity Sewer Pipe (6'-9')		
	LF	_____ Dollars		
		_____ Cents	_____	_____
8	215	8" PVC SDR 35 Gravity Sewer Pipe (9'-12')		
	LF	_____ Dollars		
		_____ Cents	_____	_____
9	25	8" PVC SDR 35 Gravity Sewer Pipe (12'-15')		
	LF	_____ Dollars		
		_____ Cents	_____	_____
10	120	8" PVC SDR 35 Gravity Sewer Pipe (15'-18')		
	LF	_____ Dollars		
		_____ Cents	_____	_____
11	25	8" D.I. CL50 Gravity Sewer Pipe (0'-6')		
	LF	_____ Dollars		
		_____ Cents	_____	_____

Item	Quantity	Description with Unit Price Written	Unit Price	Total Price
12	270	8" D.I. CL50 Gravity Sewer Pipe (6'-9')		
	LF	_____ Dollars		
		_____ Cents	_____	_____
13	145	8" D.I. CL50 Gravity Sewer Pipe (12'-15')		
	LF	_____ Dollars		
		_____ Cents	_____	_____
14	480	6" PVC SDR 35 Gravity Sewer Pipe (0'-6')		
	LF	_____ Dollars		
		_____ Cents	_____	_____
15	70	6" PVC SDR 35 Gravity Sewer Pipe (6'-9')		
	LF	_____ Dollars		
		_____ Cents	_____	_____
16	90	16" Steel Casing (Open Cut)		
	LF	_____ Dollars		
		_____ Cents	_____	_____
17	275	16" Steel Casing (Bore & Jack)		
	LF	_____ Dollars		
		_____ Cents	_____	_____
18	25	12" Steel Casing (Open Cut)		
	LF	_____ Dollars		
		_____ Cents	_____	_____
19	30	12" Steel Casing (Bore & Jack)		
	LF	_____ Dollars		
		_____ Cents	_____	_____
20	80	8" Steel Casing (Bore & Jack)		
	LF	_____ Dollars		
		_____ Cents	_____	_____

Item	Quantity	Description with Unit Price Written	Unit Price	Total Price
21	1 EA	Concrete Anchors	Dollars Cents	
22	1,870 LF	4" PVC SDR 35 Service Lateral Piping	Dollars Cents	
23	30 EA	Reconnection of Existing Customer Service including 4" Gravity Line Cleanout	Dollars Cents	
24	4 EA	6" Gravity Line Cleanout	Dollars Cents	
25	2 EA	8" Gravity Line Cleanout	Dollars Cents	
26	14 EA	Abandon Existing Manhole in Place	Dollars Cents	
27	8 EA	Remove and Replace existing 48" Concrete Manhole (0-6')	Dollars Cents	
28	30 EA	New 48" Diameter Concrete Manhole Base, Cone Top, Watertight Frame and Cover	Dollars Cents	
29	85 VF	48" Concrete Manhole Riser Pipe	Dollars Cents	

Item	Quantity	Description with Unit Price Written	Unit Price	Total Price
30	4 EA	Drop Manhole Connection (2'-6')	Dollars Cents	
31	1 EA	Drop Manhole Connection (6'+)	Dollars Cents	
32	2 EA	Tie Into Existing Manhole, Complete	Dollars Cents	
33	10 EA	Test Pit	Dollars Cents	
34	315 LF	WVDOH Type "A" Trench Repair	Dollars Cents	
35	580 LF	WVDOH Type "B" Trench Repair	Dollars Cents	
36	1,045 LF	WVDOH Type "C" Trench Repair	Dollars Cents	
37	60 LF	WVDOH Type "D" Trench Repair	Dollars Cents	
38	75 LF	Concrete Apron	Dollars Cents	
39	110 LF	Concrete Driveway/Road Repair	Dollars Cents	

Item	Quantity	Description with Unit Price Written	Unit Price	Total Price
40	80	HMA Driveway/Road Repair		
	LF	_____	Dollars	
		_____	Cents	_____
41	630	1.5" HMA Full-Lane Overlay Including Roto-Milling		
	LF	_____	Dollars	
		_____	Cents	_____
42	850	1.5" HMA Shoulder Overlay Including Roto-Milling		
	LF	_____	Dollars	
		_____	Cents	_____
43	1025	Gravel Driveway Repair		
	LF	_____	Dollars	
		_____	Cents	_____
44	95	Sidewalk Repair		
	LF	_____	Dollars	
		_____	Cents	_____
45	540	Concrete Curb Repair		
	LF	_____	Dollars	
		_____	Cents	_____
46	70	Erosion Control Matting		
	LF	_____	Dollars	
		_____	Cents	_____
47	490	Steam Bank Slope Restoration		
	LF	_____	Dollars	
		_____	Cents	_____
48	2,400	Restoration		
	LF	_____	Dollars	
		_____	Cents	_____

Item	Quantity	Description with Unit Price Written	Unit Price	Total Price
49	LS	Pre-Construction Video Recording		
			Dollars	
			Cents	
<hr/>				
<hr/>				
TOTAL BID:				
<hr/>				
(\$ _____)				
<hr/>				

(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 Contactor

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 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 – Phase II Wastewater System Improvements
Contract #1 Sanitary sewer line Replacement and Improvements

1. Town of Ellenboro, Ritchie County, West Virginia

B. Owner: Town of Ellenboro
100 School Street
Ellenboro, WV 26346

1. Owner's Representative: Chuck Hinton, Town Manager

C. Engineer: The Thrasher Group, Inc.

1. Principal: Clay P. Riley, P.E.
2. Project Manager: Clay P. Riley, P.E.

3. Project Engineer: Ryan Holcomb

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 – Phase II Wastewater System Improvements
Contract #1 Sanitary sewer line Replacement and Improvements

1. This Project consists of replacing a portion of the Ellenboro, WV sewer system.

1 LS Mobilization/Demobilization, 1 LS Erosion and Sediment Control, 100 LF Remove and Replace Existing 6" ACP w/8" PVC SDR 35 Gravity Sewer Pipe (0'-6'), 930 LF Remove and Replace Existing 8" ACP w/ 8" PVC SDR 35 Gravity Sewer Pipe (0'-6'), 320 LF Remove and Replace Existing 8" ACP w/ 8" PVC SDR 35 Gravity Sewer Pipe (6'-9'), 1525 LF 8" PVC SDR 35 Gravity Sewer Pipe (0'-6'), 800 LF 8" PVC SDR 35 Gravity Sewer Pipe (6'-9'), 215 LF 8" PVC SDR 35 Gravity Sewer Pipe (9'-12'), 25 LF 8" PVC SDR 35 Gravity Sewer Pipe (12'-15'), 120 LF 8" PVC SDR 35 Gravity Sewer Pipe (15'-18'), 25 LF 8" D.I. CL50 Gravity Sewer Pipe (0'-6'), 270 LF 8" D.I. CL50 Gravity Sewer Pipe (6'-9'), 145 LF 8" D.I. CL50 Gravity Sewer Pipe (12'-15'), 480 LF 6" PVC SDR 35 Gravity Sewer Pipe (0'-6'), 70 LF 6" PVC SDR 35 Gravity Sewer Pipe (6'-9'), 90 LF 16" Steel Casing (Open Cut), 275 LF 16" Steel Casing (Bore & Jack), 25 LF 12" Steel Casing (Open Cut), 30 LF 12" Steel Casing (Bore & Jack), 80 LF 8" Steel Casing (Bore & Jack), 1 EA Concrete Anchors, 1870 LF 4" PVC SDR 35 Service Lateral Piping, 30 EA Reconnection of Existing Customer Service including 4" Gravity Line Cleanout, 4 EA 6" Gravity Line Cleanout, 2 EA 8" Gravity Line Cleanout, 14 EA Abandon Ex. Manhole In Place, 8 EA Remove and Replace existing 48" Concrete Manhole (0-6'), 30 EA New 48" Diameter Concrete Manhole Base, Cone Top, Watertight Frame and Cover, 85 VF 48" Concrete Manhole Riser Pipe, 4 EA Drop Manhole Connection (2'-6'), 1 EA Drop Manhole Connection (6'+), 2 EA Tie Into Existing Manhole, Complete, 10 EA Test Pit, 315 LF WVDOH Type "A", 580 LF WVDOH Type "B", 1045 LF WVDOH Type "C", 60 LF WVDOH Type "D" , 75 LF Concrete Apron, 110 LF Concrete Driveway/Road Repair, 80 LF HMA Driveway/Road Repair, 630 LF 1.5" HMA Full-Lane Overlay Including Roto-Milling, 850 LF 1.5" HMA Shoulder Overlay Including Roto-Milling, 1025 LF Gravel Driveway Repair, 95 LF Sidewalk Repair, 540 LF Concrete Curb Repair, 70 LF Erosion Control Matting, 490 LF Steam Bank Slope Restoration, 2400 LF Restoration, 1 LS Pre-Construction Video Recording.

Type of Contract

- 1. Project will be constructed under one (1) prime Contract.
 - A. Contract #1 – Sanitary Sewer Line Replacement and Improvements

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 8 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/clearances for certain portions of the Work:
1. West Virginia Division of Natural Resources: Rare, Threatened, and Endangered (RTE) Species.
 2. West Virginia Culture and History.
 3. United States Fish and Wildlife Service.
 4. West Virginia Division of Highways.
 5. United States Army Corps of Engineers
 6. 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 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.

F. General Construction Sequence of Events

1. CALL MISS UTILITY 1-800-245-4848.
2. LOCATE FIELD OFFICE AND PROVIDE UTILITIES AND STABILIZE.
3. MOBILIZATION.
4. INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO CONSTRUCTION.
5. BEGIN CONSTRUCTION OF NEW GRAVITY SEWER FROM EX. M.H. #1005 TO NEW M.H. # 12-17.
6. INSTALL NEW GRAVITY SEWER LINE 13 & 14.
7. INSTALL NEW GRAVITY SEWER FROM NEW M.H. #12-25 TO NEW C.O. # 12-31.
8. TEST NEWLY INSTALLED SECTIONS OF GRAVITY SEWER.
9. CONDUCT TEST PIT LOCATION OF EXISTING UTILITIES AS NEEDED.
10. BEGIN INSTALLATION OF REMOVAL AND REPLACEMENT SECTIONS OF GRAVITY SEWER.
11. TIE-IN NEWLY INSTALLED GRAVITY SEWER TO REMOVAL AND REPLACEMENT SECTIONS OF GRAVITY SEWER.
12. STABILIZE AREAS WITH SEED AND MULCH AS WORK PROGRESSES AND IS COMPLETE IN THE AREA.
13. WHEN WORK IS COMPLETE IN THE STREETS, PERFORM ASPHALT STREET REPAIR.
14. STABILIZE AND PERFORM SURFACE RESTORATIONS ON ALL AREAS THAT HAVE NOT BEEN PREVIOUSLY STABILIZED.
15. CLEAN-UP.
16. SUBSTANTIAL COMPLETION.
17. COMPLETE PUNCH LIST ITEMS.
18. FINAL COMPLETION AND DEMOBILIZATION.

Town of Ellenboro
Phase II Wastewater System Improvements
Contract #1 - Sanitary Sewer Line Replacement and Improvements

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

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 SECTION INCLUDES

- C. Schedule of Values.
- D. Application for Payment.
- E. Change procedures.
- F. Defect assessment.
- G. Measurement and Payment.
- H. Alternates.

1.3 SCHEDULE OF VALUES

- C. Submit printed schedule on Progress Estimate schedule on EJCDC C-620.
- D. Submit Schedule of Values in duplicate within twenty (20) days after date established in Notice to Proceed.
- E. 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. Schedules whose non-equipment related cash flow exceeds 25 percent of the total Contract amount (exclusive of equipment) in any one (1) month, or 75 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.
 - 2. 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.

- F. Include within each line item, direct proportional amount of Contractor's overhead and profit.
- G. Revise schedule to list approved Change Orders with each Application for Payment.

1.4 APPLICATION FOR PAYMENT

- C. Submit six (6) copies of each Application for Payment on EJCDC C-620 – Contractor's Application for Payment.
- D. Content and Format: Use Schedule of Values for listing items in Application for Payment.
- E. Submit updated construction schedule, weather day form, affidavit of payment and payment schedule with each Application for Payment.
- F. Payment Period: Submit at intervals stipulated in the Agreement.
- G. Submit submittals with transmittal letter as specified in Section 013300 - Submittal Procedures.
- H. 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.
- 6. Affidavit of Payment (EJCDC Attachment E)

1.5 CHANGE PROCEDURES

- C. 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.
- D. 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.
- E. 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.

- F. 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 ten (10) days.
- G. 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.
- H. Stipulated Sum/Price Change Order: Based on Proposal Request or Work Change Directive and Contractor's maximum price quotation or Contractor's request for Change Order as approved by Engineer.
- I. 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.
- J. Work Change Directive: 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.
- K. 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.
- L. 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.
- M. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.
- N. Change Order Forms: EJCDC C-941 - Change Order.
- O. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- P. 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

- C. Replace the Work, or portions of the Work, not conforming to specified requirements.
- D. 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.
- E. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Owner.
- F. 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.
- G. Individual Specification Sections may modify these options or may identify specific formula or percentage sum/price reduction.
- H. Authority of Owner to assess defects and identify payment adjustments is final.
- I. 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

- C. General Requirements
 - 1. Contractor shall take measurements and compute quantities. Resident Project Representative and 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.
 - 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.
- D. 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.

E. Unit Price Schedule:

1. Bid Item 1 – Mobilization/Demobilization

- a. This item shall include the performance of construction preparatory operations, including the movement of equipment and personnel to and from the Project Site, establishment and decommissioning of Contractor's Field Office, storage buildings, and other facilities necessary to conduct Work under this Contract.
- b. Payment shall be made at the lump sum (LS) price Bid for Mobilization/Demobilization.
- c. Partial Payments of the lump sum Bid amount for mobilization/demobilization shall be as follows:
 - 1) One-third of the amount Bid for Mobilization/Demobilization will be released to the Contractor as the first estimate payable, not less than fifteen (15) days after the start of Work at the Project Site.
 - 2) The second one-third of the amount Bid for Mobilization/Demobilization shall be released at 50% complete.
 - 3) The final one-third of the amount Bid for Mobilization/Demobilization shall be released at final completion.
 - 4) No reduction will be made, nor any increase be made, in the lump sum mobilization item amount regardless of decreased or increases in the final total Contract amount or for any other cause.

2. Bid Item 2 – Erosion and Sedimentation Controls

- a. The cost for this Work shall be a lump sum.
- b. This Bid item shall include all costs associated with erosion and sedimentation controls including all materials and labor for installation, maintenance, and removal.
- c. The cost of this Work shall be paid for at the lump sum Bid price for all erosion and sedimentation controls at all locations directly and/or indirectly disturbed by the Work.
- d. All controls shall be in accordance with WVDEP BMP's and NPDES Stormwater Permit.

3. Bid Item 3 – Remove and Replace Existing 6" ACP w/ 8" PVC SDR 35 (0'-6')

- a. The cost for this Work shall be by linear foot.

- b. This Bid item shall include all required labor, materials, equipment and all other costs associated with the complete installation of 8" PVC SDR 35 gravity sewer including excavation to elevations shown on plans, removal and proper disposal of existing asbestos cement pipe, bedding, backfill, materials, fittings, pipe joints, pipe, tools, supplies, marking tape, bypass pumping, surface repair if another bid item does not cover repair such as flowerbeds, walls, shrubs, fencing, etc., testing, and incidentals. All fittings used shall be included in the linear foot price of the pipe.
 - c. The sewers installed under this item shall be measured and paid for unit price Bid per linear foot of pipe of each type and size as specified on Drawings or as directed by the Engineer, and installed complete in place. The measurement under this item shall be the length of pipe and fittings as installed in place and accepted and shall be measured in the horizontal plane along the centerline of each pipe installed, measured from the center of tie-in to center of tie in.
 - d. Depth measurement shall be made perpendicular to the pipe and measured from original ground to top of pipe.
4. Bid Item 4 – Remove and Replace Existing 8" ACP w/ 8" PVC SDR 35 (0'-6')
- a. The cost for this Work shall be by linear foot.
 - b. This Bid item shall include all required labor, materials, equipment and all other costs associated with the complete installation of 8" PVC SDR 35 gravity sewer including excavation to elevations shown on plans, removal and proper disposal of existing asbestos cement pipe, bedding, backfill, materials, fittings, pipe joints, pipe, tools, supplies, marking tape, bypass pumping, surface repair if another bid item does not cover repair such as flowerbeds, walls, shrubs, fencing, etc., testing, and incidentals. All fittings used shall be included in the linear foot price of the pipe.
 - c. The sewers installed under this item shall be measured and paid for unit price Bid per linear foot of pipe of each type and size as specified on Drawings or as directed by the Engineer, and installed complete in place. The measurement under this item shall be the length of pipe and fittings as installed in place and accepted and shall be measured in the horizontal plane along the centerline of each pipe installed, measured from the center of tie-in to center of tie in.
 - d. Depth measurement shall be made perpendicular to the pipe and measured from original ground to top of pipe.
5. Bid Item 5 – Remove and Replace Existing 8" ACP w/ 8" PVC SDR 35 (6'-9')
- a. The cost for this Work shall be by linear foot.
 - b. This Bid item shall include all required labor, materials, equipment and all other costs associated with the complete installation of 8" PVC SDR 35 gravity sewer including excavation to elevations shown on plans, removal and proper disposal of existing asbestos cement pipe, bedding, backfill, materials, fittings, pipe joints, pipe, tools, supplies, marking tape, bypass pumping, surface repair if another bid item does not cover repair such as flowerbeds, walls, shrubs, fencing, etc., testing, and incidentals. All fittings used shall be included in the linear foot price of the pipe.

- c. The sewers installed under this item shall be measured and paid for unit price Bid per linear foot of pipe of each type and size as specified on Drawings or as directed by the Engineer, and installed complete in place. The measurement under this item shall be the length of pipe and fittings as installed in place and accepted and shall be measured in the horizontal plane along the centerline of each pipe installed, measured from the center of tie-in to center of tie in.
 - d. Depth measurement shall be made perpendicular to the pipe and measured from original ground to top of pipe.
 6. Bid Item 6 – 8" PVC SDR 35 Gravity Sewer Pipe (0'-6')
 - a. The cost for this Work shall be by linear foot.
 - b. This Bid item shall include all required labor, materials, equipment and all other costs associated with the complete installation of 8" PVC SDR 35 gravity sewer including excavation to elevations shown on plans, bedding, backfill, materials, fittings, pipe joints, pipe, tools, supplies, marking tape, bypass pumping, surface repair if another bid item does not cover repair such as flowerbeds, walls, shrubs, fencing, etc., testing, and incidentals. All fittings used shall be included in the linear foot price of the pipe.
 - c. The sewers installed under this item shall be measured and paid for unit price Bid per linear foot of pipe of each type and size as specified on Drawings or as directed by the Engineer, and installed complete in place. The measurement under this item shall be the length of pipe and fittings as installed in place and accepted and shall be measured in the horizontal plane along the centerline of each pipe installed, measured from the center of tie in to center of tie in.
 - d. Depth measurement shall be made perpendicular to the pipe and measured from original ground to top of pipe
 7. Bid Item 7 – 8" PVC SDR 35 Gravity Sewer Pipe (6'-9')
 - a. The cost for this Work shall be by linear foot.
 - b. This Bid item shall include all required labor, materials, equipment and all other costs associated with the complete installation of 8" PVC SDR 35 gravity sewer including excavation, bedding, backfill, materials, fittings, pipe joints, pipe, tools, supplies, marking tape, bypass pumping, surface repair if another bid item does not cover repair such as flowerbeds, walls, shrubs, fencing, etc., testing, and incidentals. All fittings used shall be included in the linear foot price of the pipe.
 - c. The sewers installed under this item shall be measured and paid for unit price Bid per linear foot of pipe of each type and size as specified on Drawings or as directed by the Engineer, and installed complete in place. The measurement under this item shall be the length of pipe and fittings as installed in place and accepted and shall be measured in the horizontal plane along the centerline of each pipe installed, measured from the center of tie in to center of tie in.
 - d. Depth measurement shall be made perpendicular to the pipe and measured from original ground to top of pipe
 8. Bid Item 8 – 8" PVC SDR 35 Gravity Sewer Pipe (9'-12')
 - a. The cost for this Work shall be by linear foot.

- b. This Bid item shall include all required labor, materials, equipment and all other costs associated with the complete installation of 8" PVC SDR 35 gravity sewer including excavation, bedding, backfill, materials, fittings, pipe joints, pipe, tools, supplies, marking tape, bypass pumping, surface repair if another bid item does not cover repair such as flowerbeds, walls, shrubs, fencing, etc., testing, and incidentals. All fittings used shall be included in the linear foot price of the pipe.
 - c. The sewers installed under this item shall be measured and paid for unit price Bid per linear foot of pipe of each type and size as specified on Drawings or as directed by the Engineer, and installed complete in place. The measurement under this item shall be the length of pipe and fittings as installed in place and accepted and shall be measured in the horizontal plane along the centerline of each pipe installed, measured from the center of tie in to center of tie in.
 - d. Depth measurement shall be made perpendicular to the pipe and measured from original ground to top of pipe.
9. Bid Item 9 – 8" PVC SDR 35 Gravity Sewer Pipe (12'-15')
 - a. The cost for this Work shall be by linear foot.
 - b. This Bid item shall include all required labor, materials, equipment and all other costs associated with the complete installation of 8" PVC SDR 35 gravity sewer including excavation, bedding, backfill, materials, fittings, pipe joints, pipe, tools, supplies, marking tape, bypass pumping, surface repair if another bid item does not cover repair such as flowerbeds, walls, shrubs, fencing, etc., testing, and incidentals. All fittings used shall be included in the linear foot price of the pipe.
 - c. The sewers installed under this item shall be measured and paid for unit price Bid per linear foot of pipe of each type and size as specified on Drawings or as directed by the Engineer, and installed complete in place. The measurement under this item shall be the length of pipe and fittings as installed in place and accepted and shall be measured in the horizontal plane along the centerline of each pipe installed, measured from the center of tie in to center of tie in.
 - d. Depth measurement shall be made perpendicular to the pipe and measured from original ground to top of pipe
10. Bid Item 10 – 8" PVC SDR 35 Gravity Sewer Pipe (15'-18')
 - a. The cost for this Work shall be by linear foot.
 - b. This Bid item shall include all required labor, materials, equipment and all other costs associated with the complete installation of 8" PVC SDR 35 gravity sewer including excavation, bedding, backfill, materials, fittings, pipe joints, pipe, tools, supplies, marking tape, bypass pumping, surface repair if another bid item does not cover repair such as flowerbeds, walls, shrubs, fencing, etc., testing, and incidentals. All fittings used shall be included in the linear foot price of the pipe.
 - c. The sewers installed under this item shall be measured and paid for unit price Bid per linear foot of pipe of each type and size as specified on Drawings or as directed by the Engineer, and installed complete in place. The measurement under this item shall be the length of pipe and fittings as installed in place and accepted and shall be measured in the horizontal plane along the centerline of each pipe installed, measured from the center of tie in to center of tie in.

- d. Depth measurement shall be made perpendicular to the pipe and measured from original ground to top of pipe
11. Bid Item 11 - 8" D.I. CL50 Gravity Sewer Pipe (0'-6')
- a. The cost for this Work shall be by linear foot.
 - b. This Bid item shall include all required labor, materials, equipment and all other costs associated with the complete installation of 8" D.I. CL50 gravity sewer including excavation, bedding, backfill, materials, fittings, pipe joints, pipe, tools, supplies, marking tape, bypass pumping, surface repair if another bid item does not cover repair such as flowerbeds, walls, shrubs, fencing, etc., testing, and incidentals. All fittings used shall be included in the linear foot price of the pipe.
 - c. The sewers installed under this item shall be measured and paid for unit price Bid per linear foot of pipe of each type and size as specified on Drawings or as directed by the Engineer, and installed complete in place. The measurement under this item shall be the length of pipe and fittings as installed in place and accepted and shall be measured in the horizontal plane along the centerline of each pipe installed, measured from the center of tie in to center of tie in.
 - d. Depth measurement shall be made perpendicular to the pipe and measured from original ground to top of pipe
12. Bid Item 12 - 8" D.I. CL50 Gravity Sewer Pipe (6'-9')
- a. The cost for this Work shall be by linear foot.
 - b. This Bid item shall include all required labor, materials, equipment and all other costs associated with the complete installation of 8" D.I. CL50 gravity sewer including excavation, bedding, backfill, materials, fittings, pipe joints, pipe, tools, supplies, marking tape, bypass pumping, surface repair if another bid item does not cover repair such as flowerbeds, walls, shrubs, fencing, etc., testing, and incidentals. All fittings used shall be included in the linear foot price of the pipe.
 - c. The sewers installed under this item shall be measured and paid for unit price Bid per linear foot of pipe of each type and size as specified on Drawings or as directed by the Engineer, and installed complete in place. The measurement under this item shall be the length of pipe and fittings as installed in place and accepted and shall be measured in the horizontal plane along the centerline of each pipe installed, measured from the center of tie in to center of tie in.
 - d. Depth measurement shall be made perpendicular to the pipe and measured from original ground to top of pipe
13. Bid Item 13 - 8" D.I. CL50 Gravity Sewer Pipe (12'-15')
- a. The cost for this Work shall be by linear foot.
 - b. This Bid item shall include all required labor, materials, equipment and all other costs associated with the complete installation of 8" D.I. CL50 gravity sewer including excavation, bedding, backfill, materials, fittings, pipe joints, pipe, tools, supplies, marking tape, bypass pumping, surface repair if another bid item does not cover repair such as flowerbeds, walls, shrubs, fencing, etc., testing, and incidentals. All fittings used shall be included in the linear foot price of the pipe.

- c. The sewers installed under this item shall be measured and paid for unit price Bid per linear foot of pipe of each type and size as specified on Drawings or as directed by the Engineer, and installed complete in place. The measurement under this item shall be the length of pipe and fittings as installed in place and accepted and shall be measured in the horizontal plane along the centerline of each pipe installed, measured from the center of tie in to center of tie in.
 - d. Depth measurement shall be made perpendicular to the pipe and measured from original ground to top of pipe
14. Bid Item 14 – 6" PVC SDR 35 Gravity Sewer Pipe (0'-6')
- a. The cost for this Work shall be by linear foot.
 - b. This Bid item shall include all required labor, materials, equipment and all other costs associated with the complete installation of 6" PVC SDR 35 gravity sewer including excavation, bedding, backfill, materials, fittings, pipe joints, pipe, tools, supplies, marking tape, bypass pumping, surface repair if another bid item does not cover repair such as flowerbeds, walls, shrubs, fencing, etc., testing, and incidentals. All fittings used shall be included in the linear foot price of the pipe.
 - c. The sewers installed under this item shall be measured and paid for unit price Bid per linear foot of pipe of each type and size as specified on Drawings or as directed by the Engineer, and installed complete in place. The measurement under this item shall be the length of pipe and fittings as installed in place and accepted and shall be measured in the horizontal plane along the centerline of each pipe installed, measured from the center of tie in to center of tie in.
 - d. Depth measurement shall be made perpendicular to the pipe and measured from original ground to top of pipe
15. Bid Item 15 – 6" PVC SDR 35 Gravity Sewer Pipe (6'-9')
- a. The cost for this Work shall be by linear foot.
 - b. This Bid item shall include all required labor, materials, equipment and all other costs associated with the complete installation of 6" PVC SDR 35 gravity sewer including excavation, bedding, backfill, materials, fittings, pipe joints, pipe, tools, supplies, marking tape, bypass pumping, surface repair if another bid item does not cover repair such as flowerbeds, walls, shrubs, fencing, etc., testing, and incidentals. All fittings used shall be included in the linear foot price of the pipe.
 - c. The sewers installed under this item shall be measured and paid for unit price Bid per linear foot of pipe of each type and size as specified on Drawings or as directed by the Engineer, and installed complete in place. The measurement under this item shall be the length of pipe and fittings as installed in place and accepted and shall be measured in the horizontal plane along the centerline of each pipe installed, measured from the center of tie in to center of tie in.
 - d. Depth measurement shall be made perpendicular to the pipe and measured from original ground to top of pipe.
16. Bid Item 16 – 16" Steel Casing (Open Cut)
- a. Measurement and Payment for open cut casing shall be for the overall length of casing satisfactorily installed. Payment shall include all labor, material and

equipment necessary for and incidental to the construction of the crossing, including clearing and grubbing, excavation, sheeting, bracing, backfilling, grouting, link seals, blocking and all other necessary appurtenances. Payment will be for casing pipe only. Unauthorized footage beyond those called for in the plans and specifications shall not be compensated for.

- b. The bid for 16" Steel Casing (Open Cut) shall be Linear Feet.

17. Bid Item 17 – 16" Steel Casing (Bore & Jack)

- a. This bid item shall include all labor, materials, equipment, and other costs associated with the installation of the casing, including all excavation, bore pits, sheeting, bracing, backfilling, grouting, link seals, blocking, casing spacers, all required fittings, and all other necessary appurtenances.
- b. This payment shall be for the casing pipe only, measured in the horizontal plane along the centerline of the casing installed, from casing end to end.
- c. Under no circumstance shall additional compensation be made for footage installed beyond what is detailed in the Contract Documents or otherwise unauthorized.
- d. The bid for 16" Steel Casing (Bore & Jack) shall be linear feet.

18. Bid Item 18 – 12" Steel Casing (Open Cut)

- a. Measurement and Payment for open cut casing shall be for the overall length of casing satisfactorily installed. Payment shall include all labor, material and equipment necessary for and incidental to the construction of the crossing, including clearing and grubbing, excavation, sheeting, bracing, backfilling, grouting, link seals, blocking and all other necessary appurtenances. Payment will be for casing pipe only. Unauthorized footage beyond those called for in the plans and specifications shall not be compensated for.
- b. The bid for 12" Steel Casing (Open Cut) shall be Linear Feet.

19. Bid Item 19 – 12" Steel Casing (Bore & Jack)

- a. This bid item shall include all labor, materials, equipment, and other costs associated with the installation of the casing, including all excavation, bore pits, sheeting, bracing, backfilling, grouting, link seals, blocking, casing spacers, all required fittings, and all other necessary appurtenances.
- b. This payment shall be for the casing pipe only, measured in the horizontal plane along the centerline of the casing installed, from casing end to end.
- c. Under no circumstance shall additional compensation be made for footage installed beyond what is detailed in the Contract Documents or otherwise unauthorized.
- d. The bid for 12" Steel Casing (Bore & Jack) shall be linear feet.

20. Bid Item 20 – 8" Steel Casing (Bore & Jack)

- a. This bid item shall include all labor, materials, equipment, and other costs associated with the installation of the casing, including all excavation, bore pits, sheeting, bracing, backfilling, grouting, link seals, blocking, casing spacers, all required fittings, and all other necessary appurtenances.
- b. This payment shall be for the casing pipe only, measured in the horizontal plane along the centerline of the casing installed, from casing end to end.

- c. Under no circumstance shall additional compensation be made for footage installed beyond what is detailed in the Contract Documents or otherwise unauthorized.
 - d. The bid for 8" Steel Casing (Bore & Jack) shall be linear feet.
21. Bid Item 21 – Concrete Anchors
- a. Installation of concrete anchors on the pipe shall be paid for by the Unit bid price per each installed.
 - b. The concrete anchors are to be installed in locations as specified on Drawing or as directed by Engineer and installed complete in place.
 - c. This Bid item shall include all required labor, materials, equipment, and all other costs associated with the complete installation.
22. Bid Item 22 - 4" PVC SDR 35 Service Lateral Piping
- a. The cost for this Work shall be by linear foot.
 - b. This Bid item shall include all required labor, materials, equipment and all other costs associated with the complete installation of service lateral piping including excavation, bedding, backfill, materials, fittings, wye fittings, pipe joints, pipe, tools, supplies, marking tape, and surface repair if another bid item does not cover repair such as flowerbeds, walls, shrubs, fencing, etc., testing, and incidentals. All fittings used shall be included in the linear foot price of the pipe.
 - c. The sewers installed under this item shall be measured and paid for at the unit price Bid per linear feet of pipe of each type and size as specified on Drawings or as directed by the Engineer, and installed complete in place. The measurement under this item shall be the length of pipe and fittings as installed in place and accepted and shall be measured in the horizontal plane along the centerline of each pipe installed, measured from the wye connection to the lateral cleanout.
 - d. Depth measurement will not be considered with this bid item.
23. Bid Item 23 – Reconnection of Existing Customer Service including 4" Gravity Line Cleanout
- a. Reconnection of existing sewer customer will be paid for by the unit Bid price per each.
 - b. This Bid item shall include all required labor, materials, equipment and all other costs associated with the complete installation of the reconnection including locating existing lines, dye testing, camera work, excavation, bypass pumping, bedding, backfill, materials, fittings, wye fittings, double sweep cleanout, reconnection of existing service regardless of existing pipe material, cut and plug existing service that is connected to the new service line, flexible connector, ductile iron cleanout frame and cover, plug for riser pipe, concrete, tools, supplies, plugs, caps, marking tape, testing, and other appurtenances as indicated on Drawings or required to make the reconnection. Riser piping shall be included in the cost of the reconnect.
 - c. This Bid item shall include a 4" Gravity Service Double Sweep Cleanout.
 - d. The service lateral piping will be paid separately.
24. Bid Item 24 - 6" Gravity Line Cleanout

- a. 6” gravity line cleanout will be paid for by the unit Bid price per each.
 - b. This Bid item shall include all required labor, materials, equipment and all other costs associated with the complete installation of the clean-out including excavation, bedding, backfill, materials, fittings including the wye, 3 feet of piping out of the back of the clean-out, tools, supplies, plugs, caps, marking tape, ductile iron casting and lid, testing, and other appurtenances as indicated on Drawings. All fittings and vertical piping shall be included in the cost of the cleanout.
 - c. The sewers installed under this item shall be measured and paid for at the unit price Bid per linear feet of pipe of each type and size as specified on Drawings or as directed by the Engineer, and installed complete in place. The measurement under this item shall be the length of pipe and fittings as installed in place and accepted and shall be measured in the horizontal plane along the centerline of each pipe installed, measured from the wye connection to the end of the lateral.
 - d. Depth measurement will not be considered with this bid item.
25. Bid Item 25 - 8" Gravity Line Cleanout
- a. 8” gravity line cleanout will be paid for by the unit Bid price per each.
 - b. This Bid item shall include all required labor, materials, equipment and all other costs associated with the complete installation of the clean-out including excavation, bedding, backfill, materials, fittings including the wye, 3 feet of piping out of the back of the clean-out, tools, supplies, plugs, caps, marking tape, ductile iron casting and lid, testing, and other appurtenances as indicated on Drawings. All fittings and vertical piping shall be included in the cost of the cleanout.
 - c. The sewers installed under this item shall be measured and paid for at the unit price Bid per linear feet of pipe of each type and size as specified on Drawings or as directed by the Engineer, and installed complete in place. The measurement under this item shall be the length of pipe and fittings as installed in place and accepted and shall be measured in the horizontal plane along the centerline of each pipe installed, measured from the wye connection to the end of the lateral.
 - d. Depth measurement will not be considered with this bid item.
26. Bid Item 26 – Abandon Existing Manhole in Place
- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with abandoning an existing manhole as detailed, including excavation, bedding, backfill, materials, tools, supplies, testing, cutting and capping existing lines and incidentals.
 - b. Bid shall include the cost to maintain, divert, or by-pass flows during construction.
27. Bid Item 27 - Remove and Replace existing 48" Concrete Manhole (0-6')
- a. Bid items shall include all required labor, materials, equipment and all other costs associated with excavation and backfill, installation of 48-inch pre-cast manhole, and other appurtenances as indicated on Drawings.
 - b. Payment for manholes shall be as follows:
 - 1) Gravel sub-base, manhole base, steps, cone top, frame, and cover (watertight where indicated), up to 6-foot depth measured from invert out elevation to top of cover elevation, shall be paid at the Contract unit Bid price per each.

- 2) Demolition, removal and proper disposal of the existing manhole shall be included in the unit bid price for this bid item.
 - 3) Manhole riser piping of specified inside diameter required for additional depth over 6 feet shall be paid for at the unit Bid price per vertical foot for Precast Manhole Riser Pipe.
 - 4) All necessary tie-in's will be included in the unit price for this bid item.
 - c. This Bid item includes all required labor, materials, equipment, and all other costs associated with the removal, demolition, and proper disposal of the existing manhole and all by-pass pumping while the manhole is being replaced.
 - d. This Bid item includes all necessary testing of the manholes and its appurtenances.
28. Bid Item 28 - New 48" Diameter Concrete Manhole Base, Cone Top, Watertight Frame and Cover
- a. Bid items shall include all required labor, materials, equipment and all other costs associated with excavation and backfill, installation of 48-inch pre-cast manhole, and other appurtenances as indicated on Drawings.
 - b. Payment for manholes shall be as follows:
 - 1) Gravel sub-base, manhole base, steps, cone top, frame, and cover (water tight where indicated), up to 6-foot depth measured from invert out elevation to top of cover elevation, shall be paid at the Contract unit Bid price per each.
 - 2) Manhole riser piping of specified inside diameter required for additional depth over 6 feet shall be paid for at the unit Bid price per vertical foot for Precast Manhole Riser Pipe.
 - 3) All necessary tie-in's will be included in the unit price for this bid item.
 - c. This Bid item includes all necessary testing of the manholes and its appurtenances.
29. Bid Item 29 - 48" Concrete Manhole Riser Pipe
- a. Riser section required for depths over 6.0 feet will be measured and paid for by the unit Bid price per vertical foot measured to the nearest 0.1 foot.
 - b. Measurement shall be made from the invert out elevation to the top of concrete cone top elevation minus 6.0 feet.
 - c. Manhole base, cone top, frame, and cover, complete in place to a depth of 6 feet, shall be paid for by the unit Bid price per each for Manholes.
30. Bid Item 30 - Drop Manhole Connection (2'-6')
- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with the installation of the drop bowl/hood assembly and drop pipe including stainless steel anchors and straps and other appurtenances as indicated on Drawings.
 - b. Drop connections required for depths of 2.0 – 6.0 feet will be measured and paid for by the unit Bid price for each.
 - c. Measurement shall be made from the invert in elevation to the invert out elevation.
31. Bid Item 31 - Drop Manhole Connection (6'+)
- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with the installation of the drop bowl/hood assembly and drop

- pipe including stainless steel anchors and straps and other appurtenances as indicated on Drawings.
- b. Drop connections required for depths of greater than 6.0 feet will be measured and paid for by the unit Bid price for each.
 - c. Measurement shall be made from the invert in elevation to the invert out elevation.
32. Bid Item 32 - Tie Into Existing Manhole, Complete
- a. This Bid item shall include all required labor, materials, excavation, core drilling, neoprene gasket, non-shrink concrete grout, existing manhole channel work and all other costs associated with the tie-in to the existing manhole as indicated on Drawings.
 - b. Tie into existing manhole will be paid for by the unit Bid price per each.
33. Bid Item 33 - Test Pit
- a. Test pits shall be paid for by the unit price bid item for this work.
 - b. There will be no compensation for unauthorized over-excavation.
 - c. Test Pit shall be a 10' x 10' pit unless otherwise authorized by Engineer.
 - d. Test pit must be authorized by Engineer or Engineer's Representative before digging starts.
34. Bid Item 34 - WVDOH Type "A" Trench Repair
- a. This Bid Item installed shall be measured and paid for at the unit price Bid per linear foot measured along the centerline of the pipe without regard to width.
 - b. This Bid Item shall include all required labor, materials as shown in the plans, equipment and all other costs associated with trench repair including but not limited to traffic control, milling as necessary in order to prevent an unacceptable drainage pattern, heal in joints, saw cutting existing pavement and removal and proper disposal of existing pavement. Cleaning and remarking pavement if previously placed shall be included in the unit price.
 - c. No payment will be made for temporary paving required during construction.
35. Bid Item 35 - WVDOH Type "B" Trench Repair
- a. This Bid Item installed shall be measured and paid for at the unit price Bid per linear foot measured along the centerline of the pipe without regard to width.
 - b. This Bid Item shall include all required labor, materials as shown in the plans, equipment and all other costs associated with trench repair including but not limited to traffic control, milling as necessary in order to prevent an unacceptable drainage pattern, heal in joints, saw cutting existing pavement and removal and proper disposal of existing pavement. Cleaning and remarking pavement if previously placed shall be included in the unit price.
 - c. No payment will be made for temporary paving required during construction.
36. Bid Item 36 - WVDOH Type "C" Trench Repair

- a. This Bid Item installed shall be measured and paid for at the unit price Bid per linear foot measured along the centerline of the pipe without regard to width.
 - b. This Bid Item shall include all required labor, materials as shown in the plans, equipment and all other costs associated with trench repair including but not limited to traffic control.
 - c. No payment will be made for temporary stone surfacing required during construction.
37. Bid Item 37 - WVDOH Type "D" Trench Repair
- a. This Bid Item installed shall be measured and paid for at the unit price Bid per linear foot measured along the centerline of the pipe without regard to width.
 - b. This Bid Item shall include all required labor, materials as shown in the plans, equipment and all other costs associated with trench repair including but not limited to traffic control, milling as necessary in order to prevent an unacceptable drainage pattern, heal in joints, concrete installation, reinforcement, epoxy, saw cutting existing pavement and removal and proper disposal of existing pavement and associated materials. Cleaning and remarking pavement if previously placed shall be included in the unit price.
 - c. No payment will be made for temporary paving required during construction.
38. Bid Item 38 – Concrete Apron
- a. This Bid Item installed shall be measured and paid for at the unit price Bid per linear foot measured along the centerline of the apron without regard to width.
 - b. This shall include the cost of labor, materials, concrete, base stone, steel reinforcement, joint sealing, expansion joints, concrete sealer, and any other items associated with this unit item.
 - c. No payment will be made for temporary paving required during construction.
39. Bid Item 39 – Concrete Driveway/Road Repair
- a. This Bid Item shall be measured and paid for at the unit price Bid per linear foot of concrete repair measured along the centerline of the pipe. Width of repair shall not be considered.
 - b. This Bid item shall include all required labor, materials as shown in the plans, equipment and all other costs associated with concrete repair including but not limited to traffic control, saw cutting existing concrete, removal and proper disposal of existing concrete, stone base, forming, pouring, curing and form removal.
 - c. No payment shall be made for temporary repairs required during construction for the maintenance of driveways and sidewalks. Concrete sidewalk repair must match the elevation of the adjoining sidewalk.
40. Bid Item 40 – HMA Driveway/Road Repair
- a. HMA Driveway/Road Repair shall be paid for on a linear foot basis measured along the center line of the pipe or length of paved area disturbed, as shown on the plans or directed by the Engineer.

- b. Width shall not be considered. The Contractor shall repair all pavement disturbed as determined by the Engineer or his representative. Pavement unnecessarily disturbed by the Contractor shall be replaced at the Contractor's expense.
 - c. Stone base or flowable fill shall be included in the price of the pavement repair as called for in the plans.
 - d. Stone materials, and the maintenance thereof, shall be included in the price of the pavement repair when the pavement is not replaced immediately.
 - e. Straight, perpendicular saw cuts between the existing asphalt or concrete surfaces shall be included in the Contractor's Unit Bid Price for this work.
 - f. Payment for footages that have less than the excavation width shall be prorated per linear foot.
 - g. Payment shall include all required stripes and painting.
41. Bid Item 41 – 1.5” HMA Full-Lane Overlay Including Roto-Milling
- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with asphalt street restoration as indicated in the plans. All costs required for traffic control, milling as necessary in order to prevent an unacceptable drainage pattern, heal in joints, saw cutting existing pavement and removal and proper disposal of existing asphalt, cleaning and remarking pavement if previously placed shall be included in the unit price. Trench repairs shall be paid for by the linear foot, without regard to width. No payment shall be made for trench repair outside the limits shown on the Contract Documents. No payment will be made for temporary paving required during construction. All asphalt repair Work shall be included in this Unit Bid Price per linear foot.
 - b. Payment shall be based on the linear foot of asphalt street restoration as detailed on the drawings and as agreed by the Contractor and confirmed by the Engineer/Owner. The Engineer has final authority for measured quantity.
42. Bid Item 42 – 1.5” HMA Shoulder Overlay Including Roto-Milling
- a. This Bid item shall include all required labor, materials, equipment and all other costs associated with asphalt shoulder restoration as indicated in the plans. All costs required for traffic control, milling as necessary in order to prevent an unacceptable drainage pattern, heal in joints, saw cutting existing pavement and removal and proper disposal of existing asphalt, cleaning and remarking pavement if previously placed shall be included in the unit price. Trench repairs shall be paid for by the linear foot, without regard to width. No payment shall be made for trench repair outside the limits shown on the Contract Documents. No payment will be made for temporary paving required during construction. All asphalt repair Work shall be included in this Unit Bid Price per linear foot.
 - b. Payment shall be based on the linear foot of asphalt shoulder restoration as detailed on the drawings and as agreed by the Contractor and confirmed by the Engineer/Owner. The Engineer has final authority for measured quantity.
43. Bid Item 43 – Gravel Driveway/Road Repair
- a. Gravel Driveway/Road Repair shall be paid for on a linear foot basis measured along the center line of the pipe or length of area disturbed, as shown on the plans or directed by the Engineer.

- b. Width shall not be considered. The Contractor shall repair all stone areas disturbed as determined by the Engineer or his representative. Stone areas unnecessarily disturbed by the Contractor shall be replaced at the Contractor's expense.
 - c. Stone base or flowable fill shall be included in the price of the pavement repair as called for in the plans.
 - d. Stone materials, and the maintenance thereof, shall be included in the price of the gravel repair when the area is not replaced immediately.
 - e. Payment for trench repair shall include at a minimum, the width of the excavation. Payment for footages that have less than the excavation width shall be prorated per linear foot.
 - f. The bid for Gravel Driveway/Road Repair shall be Linear Feet.
44. Bid Item 44 - Sidewalk Repair
- a. The Bid item installed shall be measured and paid for at the unit price Bid per linear feet of concrete repair measured along the centerline of the pipe. Width of repair will not be considered.
 - b. This Bid item shall include all required labor, materials, equipment and all other costs associated with concrete repair including but not limited to traffic control, saw cutting existing concrete, removal and proper disposal of existing concrete, stone base, forming, pouring, curing and form removal.
 - c. No payment will be made for temporary repairs required during construction for the maintenance of driveways and sidewalks. All concrete repair work shall be included in this linear foot Bid Price.
45. Bid Item 45 – Concrete Curb Repair
- a. This bid item shall include all labor, materials, equipment, and other costs associated with the completing the curb repair, measured along the centerline of the pipe without regard to width, as detailed on the Drawings, including, but not limited to, traffic control, milling as necessary in order to prevent unacceptable drainage patterns, heal in joints, joint sealer, saw cutting, removal and disposal of existing surface, final cleaning, remarking of pavement, stone base or flowable fill, concrete, forms, curing, testing, and specified backfill and reinforcing.
 - b. No payment will be made for temporary curb repairs.
 - c. Any curb areas disturbed outside of indicated locations shown on the Drawings shall be repaired at the Contractor's expense.
 - d. The bid for Concrete Curb Repair shall be linear feet.
46. Bid Item 46 – Erosion Control Matting
- a. Installation of erosion control matting shall be paid for by the unit bid price installed.
47. Bid Item 47 - Stream Bank Slope Protection
- a. Installation of stream bank slope protection shall be paid for by the linear foot Bid price measured along the centerline of the pipe without regard to width. This bid item shall include all stone, fabric, excavation, and labor required to stabilize the steam bank slope as required.

48. Bid Item 48 – Restoration

- a. This bid item shall include all labor, materials, equipment, and other costs associated with the reclamation of disturbed areas, including the purchase and application of seed, mulch, fertilizer, and other necessary products to stabilize disturbed areas.
- b. The bid for Restoration shall be linear feet.

49. Bid Item 49 – Pre-Construction Video Recording (Lump Sum)

- a. 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.
- b. 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.

1.8 ALTERNATES

- A. Definition: An amount proposed by Bidders and stated on the Bid Form for certain Work defined in the Bidding requirements that may be added to or deducted from the base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 1. Alternates are part of the Work only if enumerated in the Agreement.
 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.
- B. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement. The Owner-Contractor Agreement may identify certain Alternates to remain an Owner option for a stipulated period of time.
- C. Coordinate related Work and modify surrounding Work. Description for each Alternate is recognized to be abbreviated but requires that each change shall be complete for scope of Work affected.
 1. Coordinate related requirements among Specification Sections as required.
 2. Include as part of each Alternate, miscellaneous devices, appurtenances, and similar items incidental to or necessary for complete installation.
 3. Coordinate Alternate with adjacent Work and modify or adjust as necessary to ensure integration.

Town of Ellenboro
Phase II Wastewater System Improvements
Contract #1 - Sanitary Sewer Line Replacement and Improvements

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012000

"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

LABO1085-004 06/01/2020

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

PAIN0970-007 12/01/2021

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

PAIN1195-002 12/01/2021

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

PLAS0926-007 06/01/2018

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

PLAS0926-008 06/01/2018

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

* PLUM0565-002 07/01/2022

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

* 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

 IRON0549-006 12/01/2021

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

 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

 LABO0543-003 06/01/2020

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

LABORER CLASSIFICATIONS

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

 LABO0984-005 12/01/2020

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

* UAVG-WV-0015 01/01/2019

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

* UAVG-WV-0028 01/01/2019

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

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

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)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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.

=====

END OF GENERAL DECISIO"

"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

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

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.

ENGI0132-029 12/01/2021

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

 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

 LAB00379-040 12/01/2020

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

LABORER CLASSIFICATIONS:

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

 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

 PLAS0926-001 06/01/2018

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

 * UAVG-WV-0010 01/01/2019

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

 * UAVG-WV-0012 01/01/2019

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

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

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

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.

WAGE DETERMINATION APPEALS PROCESS

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

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- * 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.

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

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

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U.S. Department of Labor
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

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END OF GENERAL DECISIO"

"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

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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.

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

* SUWV2015-001 01/01/2014

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

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

ELECTRICIAN

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

IRONWORKER

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

LABORER

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

LABORER CLASSIFICATIONS:

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

Bituminous Hand Sprayer, Bork 250 Remote Control Ditch Witch and Walk Behind Concrete Saw, Mulcher and Seeder (hand and machine), Installation of Ground Mounted Beams and Signs including Concrete Footers, Installation of Overhead Sign Supports and Signs including Concrete Footers, Installation of Guardrail and Anchors Assemblies, Tree Trimmer, Caisson Bottom Man, Bush Hammering, Core Drilling, Placement and Mixing of Grout and Bridge Demolition Specialist.**
GROUP 3: Flag Person, Traffic Control Maintenance Person, Carpenter's Tender, and General Laborer.

PAINTER

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

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)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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 DECISIO"