

**CITY OF KEYSER
MINERAL COUNTY, WEST VIRGINIA**

SLUDGE MANAGEMENT PROJECT

ADDENDUM #1

SEPTEMBER 23, 2022

THRASHER PROJECT #020-10047

TO WHOM IT MAY CONCERN:

A **MANDATORY** Pre-Bid Conference was held on Wednesday, September 14, 2022, at 2:00 P.M., for the above-referenced project. A copy of the sign in sheet and Prime Contractor's Intent to Bid List are included in this Addendum. This Addendum provides clarifications and addresses 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, September 28, 2022 to the City of Keyser at City Hall, located at 111 North Davis Street, Keyser, WV 26726. **ALL BIDS MUST BE RECEIVED BY 2:00 PM.**
2. **THE BID FORM (C-410) HAS BEEN REVISED AND IS INCLUDED AS PART OF THIS ADDENDUM. YOU MUST USE THE REVISED BID FORM WHEN PREPARING YOUR BID PACKAGE FOR THIS PROJECT.**
3. 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.
4. The most up to date Davis Bacon Wage Rates are applicable to this project and have been included as an attachment to this Addendum.

B. SPECIFICATIONS

Specification Section 011000 SUMMARY – REPLACE Specification Section 011000 with the revised Specification included as part of this addendum.

C. DRAWINGS

SHEET #3 – REPLACE Sheet #3 with the revised Sheet #3 included as part of this addendum.

SHEET #13A – REPLACE Sheet #13A with the revised Sheet #13A included as part of 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 City may consider adjusting the Contract Times via Change Order.

QUESTION

3. Is an office trailer required for this project?

RESPONSE

Yes, an office trailer is required for this project. However phone service and a fax machine are not required.

QUESTION

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

RESPONSE

Yes. The 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

5. Is the project sales tax exempt?

RESPONSE

Yes, the project is sales tax exempt.

QUESTION

6. Where is the bid opening location for this project?

RESPONSE

All Bids for this project shall be due at 2:00 PM LPT on Wednesday, August 24, 2022, at the City of Keyser City Hall, located at 111 North Davis Street Keyser, WV 26726

QUESTION

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

RESPONSE

\$975,000.00.

QUESTION

8. Do Davis Bacon Wages apply to this project?

RESPONSE

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

QUESTION

9. Is American Iron and Steel Act Compliance required?

RESPONSE

Yes. Any materials used on this project must Comply with the AIS Act.

QUESTION

10. Are B&O taxes applicable?

RESPONSE

Yes, this project does require B&O taxes. The B&O tax is \$0.75 per \$100 of construction. A building permit will need to be obtained by the General Contractor through the City of Keyser. The building permit cost is \$1,000 up to \$1,000,000 with an additional \$250 for every \$100,000 after \$1,000,000. Any subcontractors will need to provide Contractor's License to the City.

QUESTION

11. 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

12. 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 shall be labeled Bid Opening Requirements and must have the following information presented on the front:

Name and address of Bidder
Bid on Contract #1 – Sludge Management Project

Received by the City of Keyser

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.

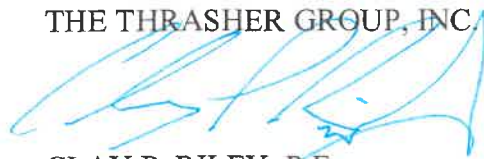
Envelope No. 2 labeled "Bid Proposal" shall be placed inside of Envelope No. 1 or separate from Envelope No. 1.

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.
3. The BOR has been included as a part of this addendum; nothing has changed on the BOR it has been included solely for clarification purposes.
4. The Advertisement for Bids (AFB) has been included as a part of this addendum; nothing has changed on the AFB it has been included solely for clarification purposes.

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

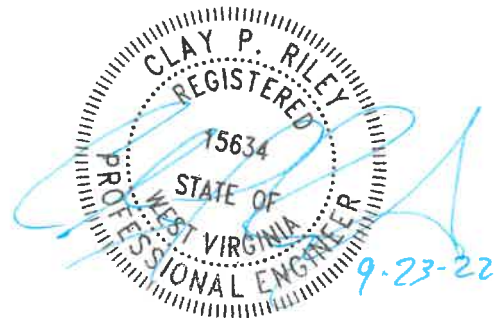
Sincerely,

THE THRASHER GROUP, INC



CLAY P. RILEY, R.E.
Project Manager

Enclosures Pre-Bid Sign-In Sheet
 Prime Contractors Intent to Bid List
 C-111 Advertisement for Bid
 Bid Opening Requirements (BOR)
 C-410 Bid Form
 WVDBE Forms
 Specification 11000 – Summary
 Davis Bacon Wage Rates
 Plan Sheet #3
 Plan Sheet #13A



**CITY OF KEYSER
MINERAL COUNTY, WEST VIRGINIA
SLUDGE MANAGEMENT PROJECT**

**PRE-BID CONFERENCE
Wednesday, September 14, 2022**

Thrasher Project #020-10047

Name	Representing	Phone #	Email Address
Jeremy Wings	Brian Vandevender Contracting Orders Construction	304-413-3109	Jeremyw@RCAllen.com
Pat Jones	Pat J @ orders construction.com	304-881-3572	Pat J @ orders construction.com
MARK CLITES	CALVAS CONTRACTORS, LLC	301-739-8400	MCLITES@CALVASCONTRACTORS.COM
Dylan Bowers	Laurita Inc.	304-296-7531	dbowers@Laurita.com

**CITY OF KEYSER
MINERAL COUNTY, WEST VIRGINIA**

SLUDGE MANAGEMENT PROJECT

PRIME CONTRACTORS INTENT TO BID LIST

Thrasher Project #020-10047

WEDNESDAY, SEPTEMBER 14, 2022

Brian Vandevender Contracting
Jeremy Winans/Operations Manager
15 Industrial Park Road
White Hall, WV 26554
Phone: (304) 413-3109
jeremyw@bcallenco.com

Callas Contractors, LLC
Mark Clites/Project Manager
10549 Downville Pike
Hagerstown, MD 21740
Phone: (301) 739-8400
mclites@allascontractors.com

Laurita, Inc.
Dylan Bowers/Project Manager
3748 Dents Run Blvd, Suite A
Morgantown, WV 26501
Phone: (304) 296-7531
dbowers@laurita.com

Orders Construction, Inc.
Pat Jones/Chief Estimator
501 6th Avenue
St. Albans, WV 25177
Phone: (304) 881-3572
patj@ordersconstruction.com

ADVERTISEMENT FOR BIDS
CITY OF KEYSER
MINERAL COUNTY, WEST VIRGINIA
SLUDGE MANAGEMENT PROJECT

General Notice

City of Keyser (Owner) is requesting Bids for the construction of the following Project:

Sludge Management Project
020-10047

Bids for the construction of the Project will be received at the City of Keyser located at 111 North Davis Street Keyser, WV 26726, until **Wednesday, September 28, 2022 at 2:00 PM** local time. At that time the Bids received will be **publicly** opened and read.

The Project includes the following Work:

1 LS Mobilization/Demobilization, 1 LS Erosion and Sedimentation Control, 1 LS Videotaping, 1 LS Site Preparation/Grading, 1 LS Undercut of Unsuitable Material, 1 LS 50 ft. by 80 ft. Biosolids Storage Building, Complete, 1 Allowance Electric Company & Gas Company Relocation, 1 LS Site and Utility Relocations and Installation, 40 LF 1.25" HDPE I.P.S. DR-11 Force Main, 8 LF 6" PVC DR-18 Gravity Sewer Pipe (0'-6'), 35 LF 1" Polyethylene Service Tubing, 1 EA 6" Terminal In-Line Gravity Cleanout, 1 EA Simplex Grinder Station, 1 LS Asphalt Paving, as Shown on the Contract Documents, 1 EA Tie Into Existing 24" Influent Force Main, 1 EA Tie Into Existing Water Line, Complete, 200 LF Chain Link Fence with Walking Gates, 1 LS Moving Existing Generator, 1 LS Front End Loader, 1 EA Yard Hydrant and 10 EA Test Pit 10' x 10'.

Bids are requested for the following Contract: Sludge Management Project

The Work will be substantially completed within 120 calendar days after the date when the Contract Times commence to run, and completed and ready for final payment within 150 days after the date when the Contract Times commence to run. Liquidated damages shall be \$1,000 per day.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:

<https://tinyurl.com/zu5z8553>

OR

www.thethrashergroup.com

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

**The Thrasher Group, Inc.
600 White Oaks Boulevard
Bridgeport, WV 26330**

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of **8:00 am to 5:00 pm**, and may obtain copies of the Bidding Documents from the Issuing Office as described below. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

Printed copies of the Bidding Documents may be obtained from the Issuing Office by paying the amount of each set listed below.

Bidding Documents may be purchased from the Issuing Office during the hours indicated above. Cost does not include shipping charges. Upon Issuing Office's receipt of payment, printed Bidding Documents or electronic documents will be transmitted to the prospective Bidder. The shipping charge amount will depend on the shipping method requested. Bidding Documents are available for purchase in the following formats:

- Bidding Documents issued as hard copy full-size drawings and hard copy specifications, are available for **\$100.00** per set.
- Bidding Documents issued as digital drawings and digital specifications, are available for **\$30.00** per set via the following link:

<https://tinyurl.com/zu5z8553>

Bidding Documents also may be examined at

City of Keyser
111 North Davis Street
Keyser, WV 26726

The Thrasher Group, Inc.
600 White Oaks Boulevard
Bridgeport, WV 26330

Contractor's Association of WV
2114 Kanawha Boulevard East
Charleston, WV 25311

A two envelope system will be used.

Envelope No. 1 must have the following information presented on the front:

Name and address of Bidder
Bid on Contract – Sludge Management Project
Received by the City of Keyser

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

Envelope No. 1 will be opened first and the Bid Opening Requirement items checked for compliance as outlined on the Bid Opening Checklist on page BOR - 1 of these contract documents. If such documents are found to be in order, Envelope No. 2 “Bid Proposal”, 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.

DBE REQUIREMENTS

Each Bidder must fully Comply with the Disadvantaged Business Enterprises, and Affirmative Action Requirements, as identified in the contract documents.

The Bidder agrees to make “positive efforts” to subcontract a portion of the total value of the contract to Disadvantaged Business Enterprises. This shall be done in compliance with the six (6) affirmative steps as outlined in 40 CFR 33.240. Failure to demonstrate positive efforts to do so may lead to rejection of bids. For this program, the term “subcontract” includes all construction, modification, and service work contracted for by the bidder in the execution of the work under this contract.

A bidder may not withdraw his bid for a period of ninety (90) days after the date set for the opening of bids.

Bids shall be accompanied by a certified check or bid bond payable to City of Keyser in an amount equal to five percent (5%) of the base bid.

Nondiscrimination in Employment - Bidders on this work will be required to comply with the President's Executive Order Number 11246 and the provisions of Executive Order No. 10925 as included therein. The requirements for bidders and contractors under this order are explained in the specifications.

Suspension and Debarment – Recipient shall not entertain the use of businesses that are listed on the “System for Award Management” (SAM) at www.Sam.gov in accordance with 2 CFR Part 1532 and Subpart B and C of 2 CFR Part 180.

Prospective Bidders should note that this Contract will include the following critical requirements as identified in the Contract Documents.

1. Affirmative Action Program Requirements and Goals
2. Certificate of Non-Segregated Facilities
3. Specific Labor Standard Provisions
4. WV Contract Licensing Act – All bidders are required to have a WV Contractor’s License per Section 30-42-12 of the WV Code.
5. American Iron and Steel Requirement – P.L. 113-76, Section 436.

American Iron and Steel Requirement – P.L. 113-76 Consolidated Appropriations Act, 2014 (ACT), includes an “American Iron and Steel” (AIS) requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water 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.

Notice of Federal Wage Requirements – Contractors are required to comply with all laws pertaining to prevailing wage rates for the State of West Virginia as issued by the Division of Labor and the federal wage rates issued in accordance with the Davis Bacon Act. The contractor will be required to pay the higher of the state or federal wage rates appropriate for each worker classification.

Drug Free Workplace - West Virginia Code 21-1D-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 1D, 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.

All Bidders are required to have a West Virginia Contractor's License per Section §30-42-12 of the West Virginia Code.

Any contract or contracts awarded under this invitation for bids are expected to be funded in part by grants and loans from: the West Virginia Department of Environmental Protection State Revolving Fund. Neither the United States, the State of West Virginia nor any of their departments, agencies or employees are or will be a party to this invitation to bid or any resulting contract.

Bids received after the scheduled closing time for the reception of bids will be returned unopened to the bidders. Bids received by Contractors that did not attend the Mandatory Pre-Bid Conference will be returned unopened to the Bidders.

The City of Keyser reserves the right to reject any and all bids.

Pre-bid Conference

A mandatory pre-bid conference for the Project will be held on **Wednesday, September 14, 2022 at 2:00 PM** at City of Keyser 111 North Davis Street Keyser, WV, 26726. Bids will not be accepted from Bidders that do not attend the mandatory pre-bid conference.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: **City of Keyser**

By: **Damon Tillman**

Title: **Mayor**

Date: **Tuesday, August 23, 2022 and
Tuesday, August 30, 2022**

**PROPOSED
SLUDGE MANAGEMENT PROJECT**

FOR THE

**CITY OF KEYSER
MINERAL COUNTY, WEST VIRGINIA
THRASHER PROJECT #020-10047**

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 (PENAL SUM FORM)

<p>Bidder Name: [Full formal name of Bidder] Address <i>(principal place of business)</i>: [Address of Bidder's principal place of business]</p>	<p>Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i>: [Address of Surety's principal place of business]</p>
<p>Owner Name: City of Keyser Address <i>(principal place of business)</i>: 111 North Davis Street Keyser, WV 26726</p>	<p>Bid Project <i>(name and location)</i>: Sludge Management Project</p> <p style="text-align: right;">Bid Due Date: [Enter date bid is due]</p>
<p>Bond Penal Sum: [Amount] Date of Bond: [Date]</p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Bidder</p> <hr/> <p style="text-align: center;"><i>(Full formal name of Bidder)</i></p>	<p>Surety</p> <hr/> <p style="text-align: center;"><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____ <i>(Signature)</i></p>	<p>By: _____ <i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: _____ <i>(Printed or typed)</i></p>	<p>Name: _____ <i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Attest: _____ <i>(Signature)</i></p>	<p>Attest: _____ <i>(Signature)</i></p>
<p>Name: _____ <i>(Printed or typed)</i></p>	<p>Name: _____ <i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p><i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i></p>	

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 will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs 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 will 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 does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will 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 the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must 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 Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will 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 will 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 governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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.

City of Keyser – Sludge Management Project

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 FR 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity Clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certificate indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded until such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER

1. Bidder had developed and maintains on file an affirmative action plan pursuant to 41 CFR Part 61-2. <input type="checkbox"/> Yes <input type="checkbox"/> No
--

2. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. <input type="checkbox"/> Yes <input type="checkbox"/> No

3. If #2 above is checked, compliance reports were required to be filed in connection with such contract or subcontract, and all required reports that were due were filed. <input type="checkbox"/> Yes <input type="checkbox"/> No

NAME AND TITLE OR SIGNER (Please type)
--

SIGNATURE	Date: _____
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**PROPOSED
SLUDGE MANAGEMENT PROJECT**

**FOR THE
CITY OF KEYSER
MINERAL 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:

Date

Number

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 21-1D-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 1D, 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 Sludge Management Project, 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.

Disadvantaged (Small, Minority and Women's) Business Enterprises Certification

I hereby certify that prior to and during my bid preparation for the

[loan recipient's name and brief project description]

my firm has and/or will follow the Federal EPA six "affirmative steps" as stated in the attached Clean Water State Revolving Fund or Special Appropriations Project DBE Requirements.

I certify that I have solicited the use of small, minority, and women's businesses in my bid preparation, that I have the documentation of those solicitations, including follow-up efforts.

I certify that the required information as outlined in the above-referenced documentation shall be submitted to the Engineer within seven (7) calendar days after the bid opening. If the information is not submitted within seven (7) calendar days or submitted incomplete, I understand that my bid will be declared non-responsive at that time.

I also certify that I will provide monthly subcontracting information to the loan recipient with my payment invoices regarding procurement activities during that month.

Signature Date Firm Name

Name and Title of Signer
(please print or type)

BID FORM FOR CONSTRUCTION CONTRACT

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 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

*City of Keyser
111 North Davis Street
Keyser, WV 26726*

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—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Bid Opening Requirements

Note: Bid Opening Requirements (BOR-9) includes the American Iron and Steel Certification which needs to be filled out and signed by the Contractor.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

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 Sludge Management Project. The Project "Sequence of Construction" has been detailed in the Drawings and Specification Division 1, Project Summary, Section 011000. The Bidder agrees to perform all the Work proposed for the total of the following Bid prices.

3.01 Lump Sum Bids

- A. Bidder will complete the Work in accordance with the Contract Documents for the lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02 and shown in the bid schedule.
- B. Lump Sum Bids may be one of the following:
 - 1. Lump Sum Price (Single Lump Sum)
 - 2. Lump Sum Price (Base Bid and Alternates)
 - 3. Lump Sum Price (Sectional Lump Sum Bids)
- C. All specified cash allowance(s) are included in the price(s) set forth in the bid schedule, and have been computed in accordance with Paragraph 13.02 of the General Conditions.
- D. All specified contingency allowances are included in the price(s) set forth in the bid schedule, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

3.02 Unit Price Bids

- A. Bidder will perform the following Work at the indicated unit prices as shown in the Bid Schedule.
- B. 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 Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 Total Bid Price (Lump Sum and Unit Prices)

BID SCHEDULE

**PROPOSED
SLUDGE MANAGEMENT PROJECT
FOR THE**

**CITY OF KEYSER
MINERAL COUNTY, WEST VIRGINIA**

NOTE: Bid PRICE amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
1	1	LS	Mobilization / Demobilization			
2	1	LS	Erosion and Sedimentation Control			
3	1	LS	Videotaping			
4	1	LS	Site Preparation/Grading			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
5	1	LS	Undercut of Unsuitable Material			
6	1	LS	50 ft. by 80 ft. Biosolids Storage Building, Complete			
7	1	Allowance	Electric Company & Gas Company Relocation	\$100,000.00	One hundred thousand Dollars and Zero Cents	\$100,000.00
8	1	LS	Site and Utility Relocations and Installation			
9	40	LF	1.25" HDPE I.P.S. DR-11 Force Main			
10	20	LF	6" PVC DR-18 Gravity Sewer Pipe (0'-6')			
11	35	LF	1" Polyethylene Service Tubing			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
12	1	EA	6" Terminal In-Line Gravity Cleanout			
13	1	EA	Simplex Grinder Station			
14	1	LS	Asphalt Paving, as Shown on the Contract Documents			
15	1	EA	Tie Into Existing 24" Influent Force Main			
16	1	EA	Tie Into Existing Water Line, Complete			
17	300	LF	Chain Link Fence with Walking Gates			
18	1	LS	Moving Existing Generator			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
19	1	LS	Front End Loader			
20	1	EA	Yard Hydrant			
21	10	EA	Test Pit 10' x 10'			

TOTAL BID: _____
 _____ (Words)
 _____ (\$ _____)
 _____ (Words) _____ (Figures)

(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.

3.04 *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 exceeds 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 4 — BASIS OF BID — COST PLUS FEE

4.01 ~~The Contract Price will be the Cost of the Work, determined as provided in Paragraph 13.01 of the General Conditions, together with the following fee, and subject to the Guaranteed Maximum Price.~~

4.02 *Contractor's Fee*

- ~~A. Contractor's fee will be [number] percent of the Cost of the Work. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions.
 - 1. ~~The maximum amount payable by Owner as a percentage fee (Guaranteed Maximum Fee) will not exceed \$[insert cap amount], subject to increases or decreases for changes in the Work.~~~~
- ~~B. Contractor's fee will be determined by applying the following percentages to the various portions of the Cost of the Work as defined in Article 13 of the General Conditions. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions:~~

Costs	Percent
Payroll costs (See Paragraph 13.01.B.1, General Conditions)	
Materials and Installed Equipment cost (GC 13.01.B.2)	
Amounts to be paid to Subcontractors (GC 13.01.B.3)	
Amount to be paid to special consultants (GC 13.01.B.4)	
Other costs (GC 13.01.B.5)	

1. ~~The maximum amount payable by Owner as a percentage fee (Guaranteed Maximum Fee) will not exceed \$[insert cap amount], subject to increases or decreases for changes in the Work.~~

C. ~~Contractor's fee will be the fixed sum of \$[number].~~

4.03 *Guaranteed Maximum Price*

A. ~~The Guaranteed Maximum Price to Owner of the Cost of the Work including Contractor's Fee will not exceed \$[Bidder fill in GMP].~~

Deleted

ARTICLE 5 — PRICE PLUS TIME BID

5.01 *Price Plus Time Contract Award (Stipulated Price Contract)*

A. ~~The Bidder to which an award of the Contract will be made will be determined in part on the basis of the Total Bid Price and the total number of calendar days to substantially complete the Work, in accordance with the following:~~

	Description		Amount
A	1. Total Bid Price		\$[number]
	2. Total number of calendar days to substantially complete the Work	[number] days	
	3. Liquidated Damages Rate (from Agreement)	\$[number]/day	
B	4. Adjustment Amount (2 x 3)		\$[number]
A+B	5. Amount for Comparison of Bids		\$[number]

B. ~~The purpose of the process in the table above is only to calculate the lowest price plus time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is the Total Bid Price.~~

C. ~~Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.~~

5.02 *Price Plus Time Contract Award (Cost Plus Fee with Guaranteed Maximum Price Contract)*

A. ~~The Bidder to which an award of Contract will be made will be determined in part on the basis of the Guaranteed Maximum Price and the total number of calendar days to substantially complete the Work, in accordance with the following:~~

	Description		Amount
A	1. Guaranteed Maximum Price		\$[number]
	2. Total number of calendar days to substantially complete the Work	[number] days	
	3. Liquidated Damages Rate (from Agreement)	\$[number]/day	
B	4. Adjustment Amount (2 x 3)		\$[number]
A+B	5. Amount for Comparison of Bids		\$[number]

B. ~~The purpose of the process in the table above is only to calculate the lowest price plus time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is based on the cost of the Work, plus a fee, subject to a guaranteed maximum price, as set forth in the Agreement.~~

~~C. Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.~~

Deleted

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 agrees that the Work will be substantially complete on or before [Bidder inserts date], and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [Bidder inserts date].~~

Deleted

~~6.03 Bidder agrees that the Work will be substantially complete within [Bidder inserts number] calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within [Bidder inserts number] calendar days after the date when the Contract Times commence to run.~~

Deleted

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. 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.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, **including all American Iron and Steel requirements.**
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. 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.
 - c. 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.
 - d. 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.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

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

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

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 sub-contracting report to the SRF stating the amount, if any, awarded to any contractors. These monthly reports identify the total subcontract/procurement **awarded** during that reporting period especially the subcontract/procurement awarded to MBE/WBE/Small firms.

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

Top Section

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

Bottom Section

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

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

Project Name: _____

Prime Contractor Company Name: _____

SRF Project Number: _____

Reporting Person (for questions): _____

Reporting Period: _____ (Month and Year)

Telephone Number: _____

Definitions

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

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

Any questions, please contact: Kathy Emery at 304-926-0499 x 1596

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
4. Total Contract/Procurement Amount Awarded This Period (Not previously reported)	3. SRF Project Number
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)

WEST VIRGINIA STATE REVOLVING FUND
DBE QUARTERLY REPORTING FORM
INSTRUCTIONS

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.

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with Property Owners
5. Work restrictions.
6. Specification and drawing conventions.
7. Miscellaneous provisions.

1.2 PROJECT INFORMATION

A. Project Identification: City of Keyser Sludge Management Project

1. Project Location: City of Keyser, Mineral County, West Virginia

B. Owner: City of Keyser 111 North Davis Street Keyser, WV 26726

1. Owner's Representatives:
 - a. Matthew Lupis, Wastewater Operator
 - b. Damon Tillman, Mayor

C. Engineer: The Thrasher Group, Inc.

1. Principal: Clay P. Riley, P.E.
2. Project Manager: Kylea Radcliff
3. Staff Engineer: Cody Turner

1.3 WORK COVERED BY CONTRACT DOCUMENTS

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

1 LS Mobilization/Demobilization, 1 LS Erosion and Sedimentation Control, 1 LS Videotaping, 1 LS Site Preparation/Grading, 1 LS Undercut of Unsuitable Material, 1 LS 50 ft. by 80 ft. Biosolids Storage Building, Complete, 1 Allowance Electric Company & Gas Company Relocation, 1 LS Site and Utility Relocations and Installation, 40 LF 1.25" HDPE I.P.S. DR-11 Force Main, 20 LF 6" PVC DR-18 Gravity Sewer Pipe (0'-6'), 35 LF 1" Polyethylene Service Tubing, 1 EA 6" Terminal In-Line Gravity Cleanout, 1 EA Simplex Grinder Station, 1 LS Asphalt Paving, as Shown on the Contract Documents, 1 EA Tie Into

Existing 24" Influent Force Main, 1 EA Tie Into Existing Water Line, Complete, 300 LF Chain Link Fence with Walking Gates, 1 LS Moving Existing Generator, 1 LS Front End Loader, 1 EA Yard Hydrant and 10 EA Test Pit 10' x 10'.

- B. Type of Contract.
 - 1. Project will be constructed under single prime contract.
 - a. Sludge Management Project

1.4 ACCESS TO SITE

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

1.5 COORDINATION WITH PROPERTY OWNERS

- A. Property Owners: Property Owners will occupy site and existing building(s) during entire construction period. Cooperate with Property Owners during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, driveways, and other use areas without written permission from Property Owner and approval of authorities having jurisdiction.
 - 2. Notify Property Owner not less than 48 hours in advance of activities that will be conducted on the Property Owner's Land.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Engineer's Representative and Property Owner not less than two days in advance of proposed utility interruptions.
 - 2. Obtain Property Owner's written permission before proceeding with utility interruptions.
- C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Engineer's Representative and Property Owner not less than two days in advance of proposed disruptive operations.
2. Obtain Property Owner's written permission before proceeding with disruptive operations.

D. Controlled Substances: Use of controlled substances on Project site is not permitted.

1.6 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 to normal business working hours of 6:00 a.m. to 8:00 p.m., Monday through Friday, unless written permission and approval from authorities having jurisdiction, and safety measures must be taken during non-daylight hours.

1. Work is not permitted on Saturdays, Sundays or any state or federal holiday.
2. Special prior permission must be granted by the Engineer to perform work the week of Thanksgiving or Christmas.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Owner not less than two days in advance of proposed utility interruptions.
2. Obtain Owner's written permission before proceeding with utility interruptions.

D. Environmental Protection

1. Applicable Regulations

- a. The Contractor and his 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.
- b. Water Pollution
 - 1) The Contractor shall take all precautions necessary to avoid pollution of water in adjacent watercourses or water storage areas including wells.
 - 2) All earthwork, 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.
 - 3) 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.

- c. Noise, Vibration, and Odors: Coordinate operations that may result in high level of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1) The Contractor shall take all precautions necessary to avoid noise and air pollution during the course of the Contract.
 - 2) Notify Owner not less than two days in advance of proposed disruptive operations.
 - 3) Obtain Owner's written permission before proceeding with disruptive operations.

1.7 SPECIFICATION AND DRAWING CONVENTIONS

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

3. 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 plans, any work done, or materials ordered shall be at the Contractor's risk.
4. Working drawings for concrete structures shall consist of detailed plans required for the successful execution of the work and which are not included in the plans furnished by the Engineer. These may include plans for drainage structures, falsework, bracing, centering and formwork, masonry layout diagrams, and diagrams for reinforced concrete structures and bent reinforcement.
5. 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 full-size plan sheets provided in red ink. The size of all drawings and prints shall be 22 inches by 34 inches or 24 inches by 36 inches, including margins.
6. 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 his responsibility under the contract for the successful completion of the work.
7. The contract price shall include the cost of furnishing all working drawings, and the Contractor will be allowed no extra compensation for such drawings.

E. Conformity with Plans and Specifications

1. All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications.
2. Should the Engineer determine the materials or the finished product does not conform with the specifications or the plans, he will then make a determination if the work will be accepted and remain in place. In this event, the Engineer will document the basis of acceptance by contract modification which will provide for an adjusted payment. All nonconforming material or construction judged to be inadequate for the use intended shall either be reworked or removed and replaced at no expense to the Owner.

F. Errors or Omissions in Plans

1. The Contractor shall take no advantage of any apparent error or omission in the plans 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 plans and specifications.

1.8 MISCELLANEOUS PROVISIONS

A. 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 and or covered so that no spillage will occur. Before trucks start away from the site, their loads shall be carefully trimmed and covered to prevent spillage.
3. It is the Contractor's responsibility to follow all applicable laws and regulations related to transporting and disposing of construction materials.

B. 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 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 plans 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 at before digging at 1-800-245-4848 or dial 811 and to post signs in all office trailers.

C. 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 Plans 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 24 hours a day, 7 days a week for duration of construction and 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 Inspector for proper inspecting or testing of materials and workmanship.
5. To ensure proper coordination between the work of the Contractor and the work of funding agencies, permitting agencies, and utility providers, a pre-construction conference will be conducted. The Owner, or Owners agent, 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 will be prepared and distributed by the Engineer to all represented at the meeting. The meeting will be recorded to preserve the actual record.

D. Construction Sequence of Events

1. Contractor shall notify Miss Utility at 811 or (1-800-245-4848) for existing utility locations.
2. Locate field office location and provide utilities and stabilize.
3. Mobilization.
4. Installation of erosion and sediment control measures prior to construction.
5. Relocate existing generator, location to be determined by Owner.
6. Test Pits to determine locations of existing utilities.
7. Relocate existing utilities outside of building footprint.
8. Disconnect existing utilities.
9. Tie in relocated utilities.
10. Begin grading site.
11. Begin construction of sludge storage building.
12. Install new gravity sewer pipe, E-One, force main, waterline.
13. Perform any disinfection of lines.
14. Tie force main into Plant Influent Force Main
15. Stabilize areas with seed and mulch as work progresses and is complete in the area.
16. Stabilize and perform surface restorations on all areas that have not been previously stabilized.
17. Place stone on areas surrounding sludge building.
18. Paving.
19. Building inspection
20. Substantial completion.
21. Complete Punch List Items.
22. Final Completion and Demobilization.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

END OF SECTION 011000

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"General Decision Number: WV20220041 09/02/2022

Superseded General Decision Number: WV20210041

State: West Virginia

Construction Type: Building

County: Mineral 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).

<p>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:</p>	<ul style="list-style-type: none"> . 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.
<p>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:</p>	<ul style="list-style-type: none"> . 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 05/13/2022
 4 05/20/2022
 5 08/05/2022
 6 09/02/2022

* ASBE0002-002 08/01/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 44.50	28.43

 BOIL0667-005 01/01/2021

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

 BRWV0009-007 12/01/2021

	Rates	Fringes
TILE SETTER.....	\$ 30.15	25.24

 BRWV0015-007 06/01/2021

	Rates	Fringes
BRICKLAYER.....	\$ 28.90	23.91

 BRWV0015-011 06/01/2021

	Rates	Fringes
MASON - STONE.....	\$ 28.90	23.91

 BRWV0015-014 06/01/2021

	Rates	Fringes
TILE FINISHER.....	\$ 24.68	21.22

 CARP0423-004 12/01/2021

	Rates	Fringes
CARPENTER (Including Drywall Finishing/Taping, Drywall Hanging and Form Work).....	\$ 34.55	18.36

 CARP0443-009 05/01/2021

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

 ELEC0307-012 05/30/2022

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring).....	\$ 36.25	18.73

 ELEV0100-001 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 50.23	35.825

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ENGI0132-009 12/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
GROUP 1.....	\$ 39.56	19.20
GROUP 2.....	\$ 39.21	19.20
GROUP 3.....	\$ 38.21	19.20
GROUP 4.....	\$ 27.71	19.20

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

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

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

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

IRON0549-007 12/01/2021

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

IRON0568-011 05/01/2022

	Rates	Fringes
IRONWORKER (Sheeting and Structural).....	\$ 29.36	23.31

LABO0379-010 12/01/2017

	Rates	Fringes
LABORER		
Group 1.....	\$ 21.58	15.75
Group 2.....	\$ 21.94	15.75
Group 3.....	\$ 22.37	15.75

LABORER CLASSIFICATIONS

Added per Addendum #1

GROUP 1: Carpenter Tender, Demolition

GROUP 2: Concrete Saw (Hand Held/Walk Behind), Mason Tender-Brick, Mason Tender-Cement/Concrete, Mortar Mixer, Scaffold Builder (Brick and Masonry), Skytrak Forklift Operator

GROUP 3: Pipelayer

 PLAS0926-002 06/01/2018

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

 PLUM0152-009 11/01/2021

	Rates	Fringes
PLUMBER.....	\$ 32.54	37.10

 ROOF0034-003 05/01/2022

	Rates	Fringes
ROOFER.....	\$ 29.75	15.96

 SHEE0100-006 11/01/2021

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation)		
0-40 miles from City Hall, Cumberland, Maryland.....	\$ 27.73	24.03
41-65 miles from City Hall, Cumberland, Maryland..	\$ 30.23	24.03
66+ miles from City Hall, Cumberland, Maryland.....	\$ 30.73	24.03

 TEAM0175-005 10/01/2020

	Rates	Fringes
Truck drivers:		
GROUP 2.....	\$ 29.81	18.55
GROUP 3.....	\$ 29.96	18.55

TRUCK DRIVER CLASSIFICATIONS

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

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

 * UAVG-WV-0027 01/01/2019

	Rates	Fringes
LABORER (Power Tool Operator)....	\$ 22.81	16.50

 SUWV2012-039 08/13/2012

	Rates	Fringes
GLAZIER.....	\$ 23.20	4.02
LABORER: Common or General.....	\$ 18.80	5.99
OPERATOR: Backhoe.....	\$ 21.51	7.36
OPERATOR: Excavator.....	\$ 23.27	11.95
PAINTER: Brush, Roller and Spray.....	\$ 22.33	9.95
PIPEFITTER.....	\$ 25.76	19.46
SPRINKLER FITTER (Fire Sprinklers).....	\$ 30.96	15.81

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"

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"General Decision Number: WV20220078 08/05/2022

Superseded General Decision Number: WV20210078

State: West Virginia

Construction Type: Heavy

Counties: Hampshire and Mineral 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).

<p>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:</p>	<p>. 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.</p>
<p>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:</p>	<p>. 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.</p>

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

CARP0441-007 05/01/2020

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 33.80	17.61

* ELEC0307-008 05/30/2022

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

ENGI0132-022 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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Cranes (All types, including Tower Cranes),
Excavators with an operating weight of one hundred ten
thousand (110,000) pounds and over.

GROUP 2: Compactor, Forklift, Grader/Blade, Mechanic,
Excavators with an operating weight of up to one hundred
ten thousand (110,000) pounds, Tractor, Trencher.

GROUP 3: Roller.

IRON0549-013 12/01/2021

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

IRON0568-021 12/01/2020

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

LAB00379-033 12/01/2020

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

GROUP 1: Chain Saw, Concrete Saw (Hand Held/Walk Behind),
Concrete Worker, Hand Held Drill, Grade Checker, Mason
Tender-Cement/Concrete.

GROUP 2: Common or General

LAB01149-011 12/01/2020

	Rates	Fringes
LABORER:		
Asphalt Raker.....	\$ 26.17	16.75

PAIN1144-006 12/01/2021

	Rates	Fringes
PAINTER: Spray.....	\$ 32.12	16.65

PLAS0926-001 06/01/2018

	Rates	Fringes
--	-------	---------

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

 TEAM0175-006 12/07/2015

Rates Fringes

TRUCK DRIVER

Flatbed Truck.....\$ 30.98 15.98
 Off the Road Truck.....\$ 31.77 15.98
 Tractor Haul Truck.....\$ 31.77 15.98

 * UAVG-WV-0013 01/01/2019

Rates Fringes

LABORER (Mortar Mixer).....\$ 26.17 16.50

 * UAVG-WV-0022 01/01/2019

Rates Fringes

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

 SUWV2012-076 08/13/2012

Rates Fringes

LABORER: Flagger.....\$ 21.76 10.95
 LABORER: Pipelayer.....\$ 22.82 10.95
 OPERATOR: Backhoe.....\$ 24.39 15.50
 OPERATOR: Bobcat/Skid
 Steer/Skid Loader.....\$ 24.75 14.94
 OPERATOR: Boom.....\$ 28.71 11.59
 OPERATOR: Bulldozer.....\$ 24.39 15.50
 OPERATOR: Loader.....\$ 27.06 15.50
 OPERATOR: Oiler.....\$ 22.03 14.64
 OPERATOR: Paver (Asphalt,
 Aggregate, and Concrete).....\$ 24.39 15.50
 Truck Driver, Dump (Excluding
 Off the Road Trucks).....\$ 22.39 12.01

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

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

on contractor requirements and worker protections under the EO is available at <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"

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"General Decision Number: WV20220080 02/25/2022

Superseded General Decision Number: WV20210080

State: West Virginia

Construction Type: Highway

Counties: West Virginia Statewide.

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

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

<p>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:</p>	<p>. 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.</p>
<p>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:</p>	<p>. 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.</p>

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

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

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

* SUWV2015-001 01/01/2014

BRICKLAYER

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

CARPENTER

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

CEMENT MASON/CONCRETE FINISHER

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

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

ELECTRICIAN (SIGNAL & LIGHTING)

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

ELECTRICIAN

Barbour, Doddridge, Harrison, Lewis, Marion, Monongalia, Pendleton, Pocahontas, Preston, Randolph, Taylor, Tucker, Upshur.....	\$ 30.14	21.14
Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan..	\$ 30.50	15.78
Boone, Braxton, Calhoun, Clay, Fayette, Gilmer,		

Kanawha, Nicholas, Putnam, Raleigh, Roane, Summers, Webster, Wyoming.....\$ 35.34	16.62
Brooke, Marshall, Ohio, Wetzel.....\$ 28.35	22.74
Cabell, Lincoln, Logan, Mason, Mingo, Wayne.....\$ 32.62	21.70
Greenbrier, McDowell, Mercer, Monroe.....\$ 25.05	16.32
Hancock.....\$ 34.00	29.10
Jackson, Pleasants, Ritchie, Tyler, Wirt, Wood..\$ 31.56	21.43

IRONWORKER

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

LABORER

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

LABORER CLASSIFICATIONS:

GROUP 1: Powderman, Laser Screed Operator, and GPS Operator.
 GROUP 2: Pipelayer (Including Laser Beam Set Up), Form Setter (Road), Drill Operator, Air Tool Operator, Grade Checker and Asphalt Raker, Vibrator Man, Whacker, Chainsaw Operator, Mortarman, Brick Mason Tender, Cement Finisher Tender, Drill Tender, Powderman Tender, Water Proofer, Sheeter & Shorer, Placement of Lagging, Pipelayer Tender, Bull-Float Man, Pavement Reinforcing Placer, Handyman, Signal Man, Greencutter, Georgia Power Buggie, Burner, Cement Blower Man, Bituminous Hand Sprayer, Bork 250 Remote Control Ditch Witch and Walk Behind Concrete Saw, Mulcher and Seeder (hand and machine), Installation of Ground Mounted Beams and Signs including Concrete Footers, Installation of Overhead Sign Supports and Signs including Concrete Footers, Installation of Guardrail and Anchors Assemblies, Tree Trimmer, Caisson Bottom Man, Bush Hammering, Core Drilling, Placement and Mixing of Grout and Bridge Demolition Specialist.**
 GROUP 3: Flag Person, Traffic Control Maintenance Person, Carpenter's Tender, and General Laborer.

PAINTER

Barbour, Berkeley, Doddridge, Gilmer, Grant, Hampshire, Hardy, Harrison, Jefferson, Lewis, Marion, Mineral, Monongalia, Morgan, Pendleton, Preston, Randolph, Taylor, Tucker, Upshur, Webster.....\$ 31.87	14.20
Boone, Braxton, Cabell,	

Calhoun, Clay, Fayette, Greenbrier, Kanawha, Lincoln, Logan, Mason, McDowell, Mercer, Mingo, Monroe, Nicholas, Pocahontas, Putnam, Raleigh, Summers, Wayne, Wyoming.....	\$ 32.05	14.30
Brooke, Hancock, Marshall, Ohio, Wetzel.....	\$ 30.95	14.36
Jackson, Pleasants, Ritchie, Roane, Tyler, Wirt, Wood.....	\$ 30.84	14.30

PILED RIVERMAN

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

POWER EQUIPMENT OPERATOR:

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

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

GROUP 2: Loaders up to 6 cubic yard capacity, gradall, hoist 2 drums or more, mixer plant (2 or more mixers including batch control), pile driver operator, core drill, trencher, backhoe, asphalt paver, cement paver, rotary drill, bulldozers, concrete pump, controlled fine grade machine, slip form paver, log loader, log skidder, motor grader, rubber tired scraper, tractor pan, Roto Miller, tow or work boat, mobile conveyor, transloader, articulating equipment, material hauler, carry deck, compactor with blade, skidsteer including attachments, fork lift, self-propelled concrete spreader, concrete finishing machine, derrick (single drum), hoist (single drum), single drum paver, air tugger, Ross Carrier, multiple concrete saw, hydraulic post driver, horizontal road-boring machine, tie distributor, track lining machine, ballast tamper, anchor application machine, ribbon rail puller, ballast regulator, auto sled, turn table, pavement breaker, asphalt batch plant, concrete batch plant, crushing plant, compactor with blade, power broom, vac-all truck, self-propelled concrete spreader and concrete finishing machine, mechanics with tools and greasers, excavators, and shovels with an operating weight of up to 110,000 pounds.

GROUP 3: Asphalt roller

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

GROUP 5A: Those operating off-road trucks in the following

counties: Barbour, Braxton, Boone, Calhoun, Clay, Doddridge, Fayette, Gilmer, Greenbrier, Harrison, Jackson, Kanawha, Lewis, Marion, Mercer, McDowell, Monongalia, Monroe, Nicholas, Pleasants, Pocohontas, Preston, Putnam, Raleigh, Randolph, Roane, Ritchie, Summers, Taylor, Tucker, Tyler, Upshur, Webster, Wirt, Wood, and Wyoming.

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

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

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

TRUCK DRIVER

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

TRUCK DRIVER CLASSIFICATIONS:

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

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

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

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

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

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

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 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.

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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
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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:

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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:

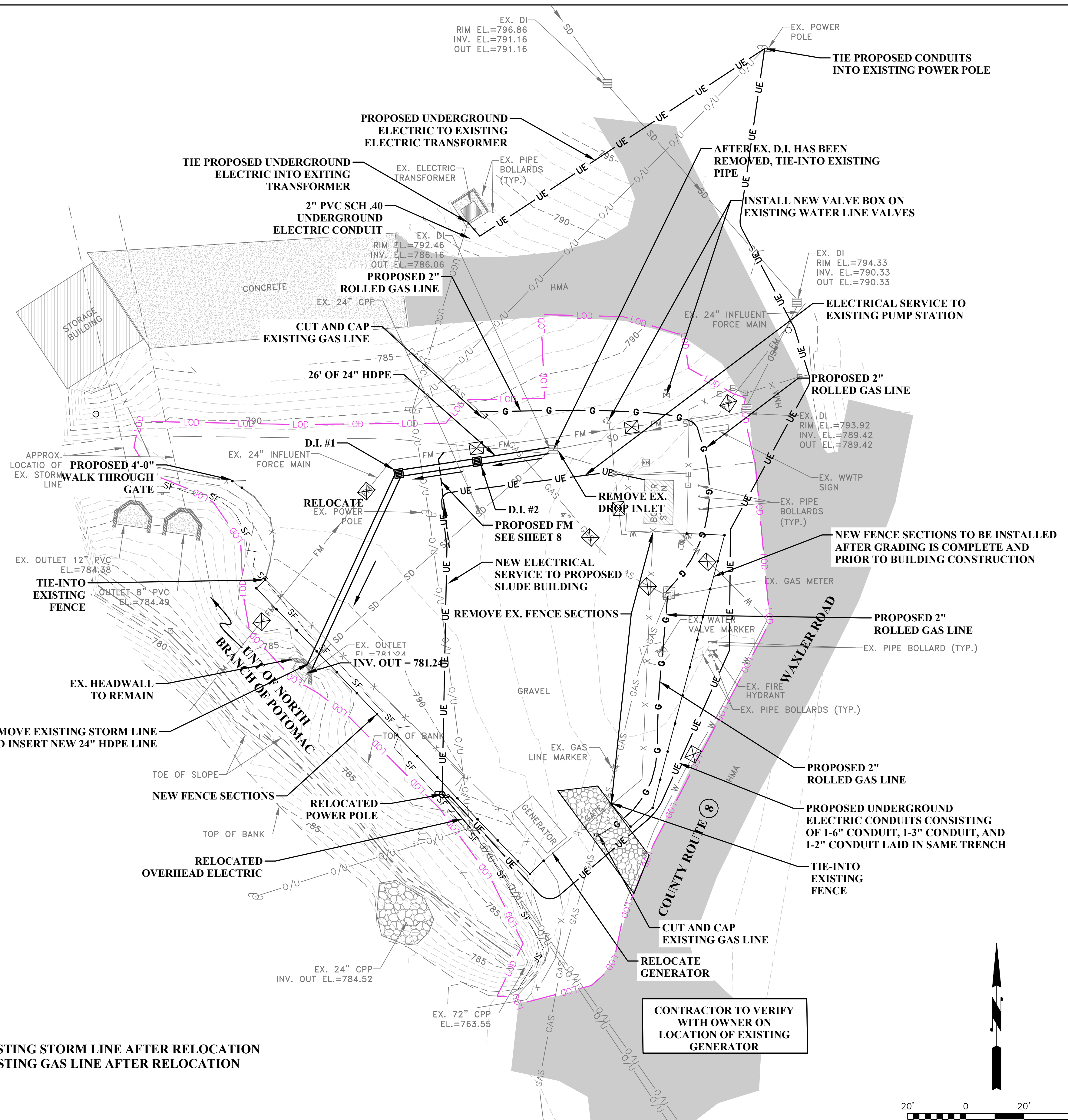
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.

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

=====

END OF GENERAL DECISIO"

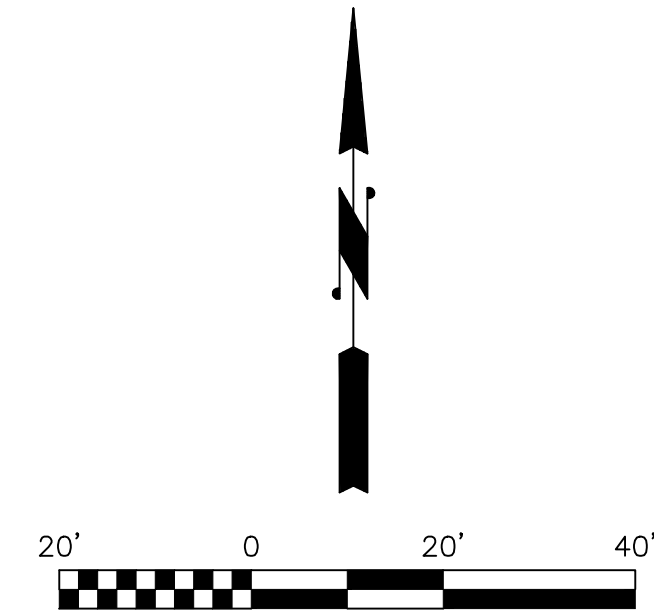
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 CAD FILE: R:\020\020-10047-00-City Of Keyser-WV - WWTP Improvements-City Of Keyser-Drawing\000-sitplans.dwg
 USER: ashlon a. hursley
 PLOT DATE/TIME: 9/21/2022 7:59 AM



DRAWING LEGEND EXISTING FEATURES		DRAWING LEGEND PROPOSED FEATURES	
	EX. WATER VALVE		PRO. DROP INLET
	EX. WATER METER		PRO. TEST PIT
	EX. ELECTRIC BOX		PRO. PUMP STATION
	EX. GATE POST		PRO. CLEAN OUT
	EX. PIPE BOLLARD		PRO. ELECTRIC POLE
	EX. FIRE HYDRANT		PRO. LIMITS OF DISTURBANCE
	EX. GAS METER		PRO. BELTED SILT RETAINING FENCE
	EX. GUY WIRE		PRO. OVERHEAD ELECTRIC
	EX. POWER POLE		PRO. NATURAL GAS LINE
	EX. GAS LINE MARKER		PRO. POTABLE WATER LINE
	EX. WATER VALVE MARKER		PRO. FORCE MAIN
	EX. DROP INLET		PRO. SEWER
	EX. STORM DRAIN		PRO. YARD HYDRANT
	EX. FORCE MAIN		PRO. FENCE
	EX. OVERHEAD ELECTRIC		PRO. GATE
	EX. POTABLE WATER LINE		PRO. CUT/PLUG
	EX. NATURAL GAS LINE		PRO. STORM
	EX. FENCE		PRO. STABILIZED CONSTRUCTION ENTRANCE
	EX. PAVED ROAD		PRO. MINOR CONTOUR
	EX. CONCRETE		PRO. MAJOR CONTOUR
	EX. MAJOR CONTOUR		PRO. BUILDING OUTLINE
	EX. MINOR CONTOUR		PRO. ASPHALT PAVING
	EX. BUILDING/STRUCTURE		PRO. DITCH
	EX. GRAVEL AREA		

NOTES:
 1. REMOVE EXISTING STORM LINE AFTER RELOCATION
 2. REMOVE EXISTING GAS LINE AFTER RELOCATION

CONTRACTOR TO VERIFY WITH OWNER ON LOCATION OF EXISTING GENERATOR



ADDENDUM #1

THE INFORMATION CONTAINED HEREIN IS THE SOLE PROPERTY OF THE THRASHER GROUP INC. REPRODUCTION OF THESE DOCUMENTS IN WHOLE OR IN PART, FOR ANY REASON WITHOUT PRIOR WRITTEN PERMISSION, IS STRICTLY PROHIBITED.

NO.	BY	DATE	DESCRIPTION
1	PL	1/24/22	PER WDEP COMMENTS
2	PL	4/7/2022	PER WDEP COMMENTS
3	AH	9/20/22	ADDENDUM #1



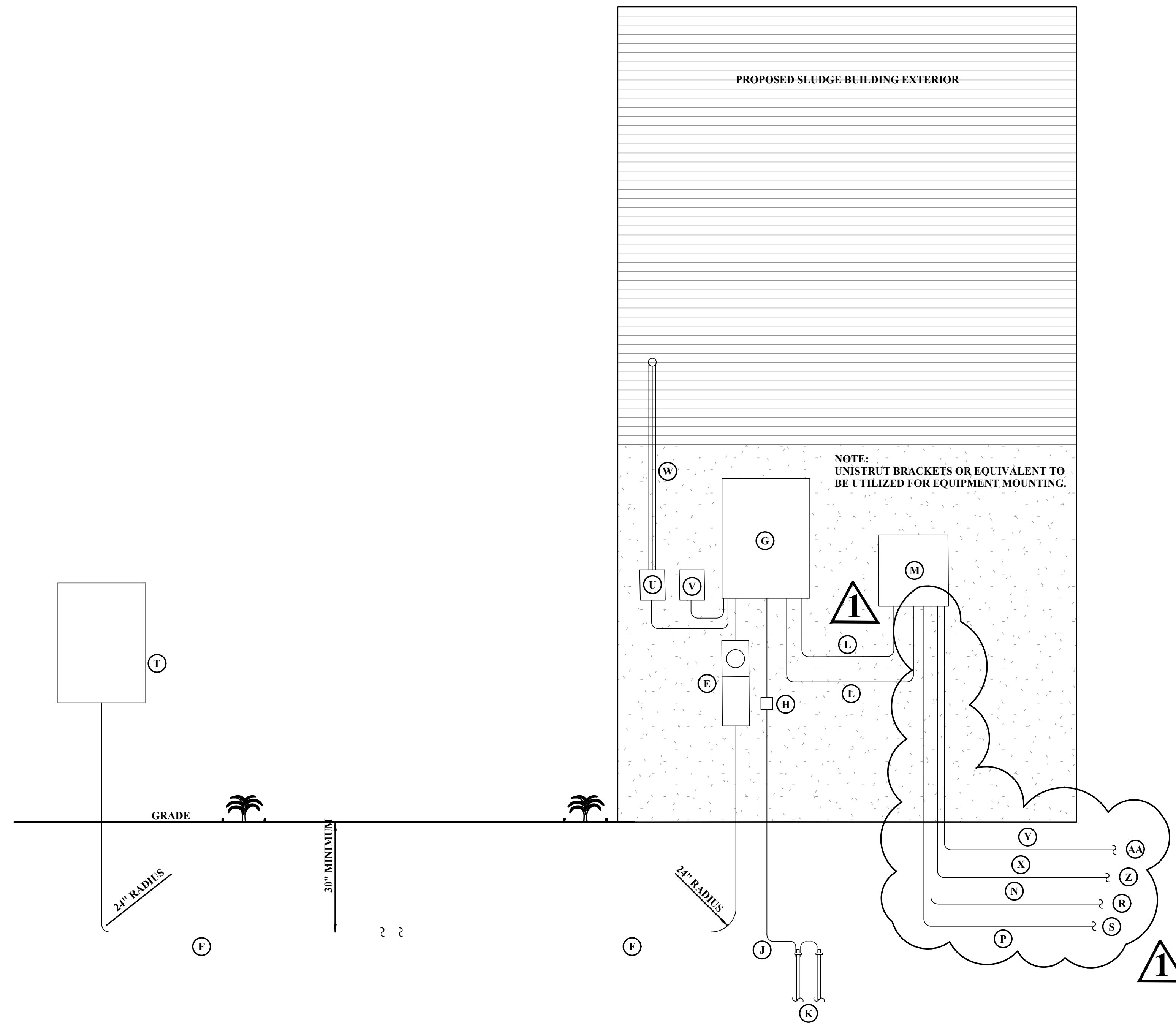
SCALE: AS SHOWN	DATE: 11/21
DRAWN: P. LANTZ	DATE: 11/21
CHECKED: C. TURNER	DATE: 12/21
APPROVED: C. RILEY	DATE: 12/21
SURVEY DATE:	
SURVEY BY:	
FIELD BOOK No.:	

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.	
PROJECT No.	020-10047

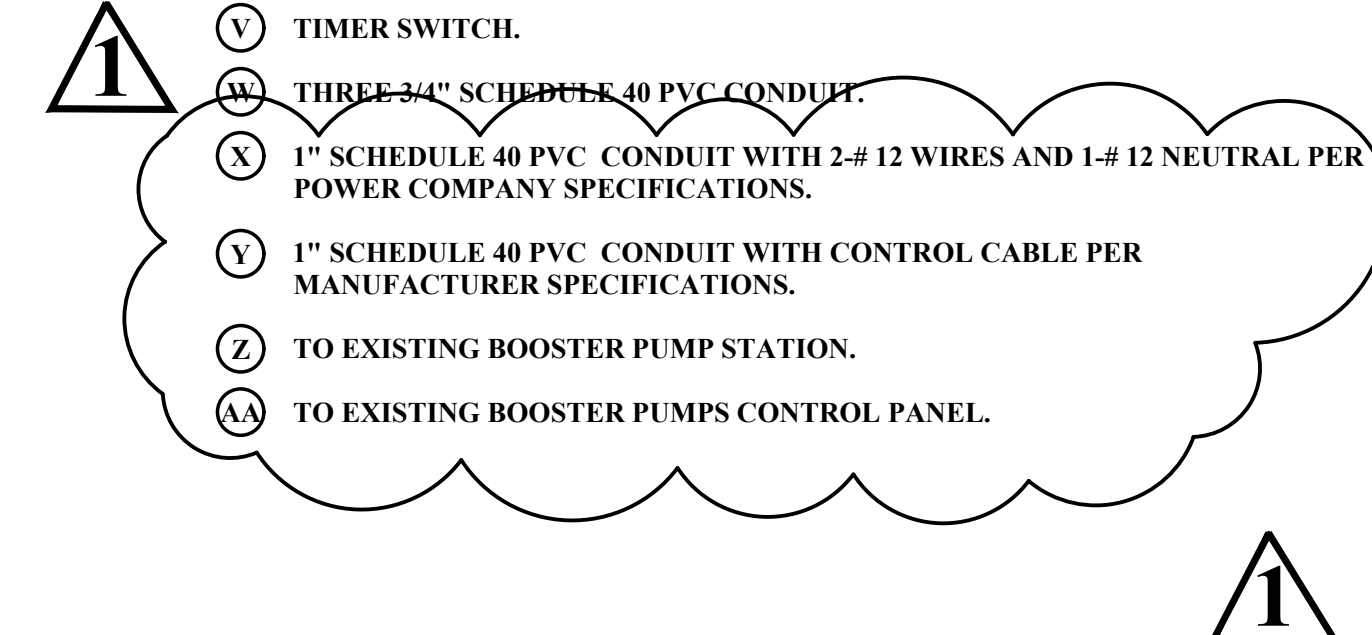
CITY OF KEYSER SEWER DEPARTMENT
 PROPOSED SLUDGE MANAGEMENT PROJECT
 MINERAL COUNTY, WEST VIRGINIA
 DEMOLITION AND RELOCATION PLAN

LAYOUT TAB: 13A
 CAD FILE: R:\020\020-10047-00-City Of Keyser- WV - WWP\Improvements-City Of Keyser-Drawing\001-Sheet 13A.dwg
 PLOT DATE/TIME: 9/22/2022 2:25 PM
 USER: ashton a. huresey



RISER DIAGRAM NOTES:

- (A) REMOVED
- (B) REMOVED
- (C) REMOVED
- (D) 2" RIGID CONDUIT WITH 2-# 2 WIRES AND 1-# 2 NEUTRAL PER POWER COMPANY SPECIFICATIONS.
- (E) POWER COMPANY 100A, 240V, SINGLE PHASE METER BASE AND DISCONNECT PER POWER COMPANY SPECIFICATIONS.
- (F) 2" SCHEDULE 40 PVC CONDUIT WITH 2-# 2 WIRES AND 1-# 2 NEUTRAL PER POWER COMPANY SPECIFICATIONS.
- (G) 120 / 240V, 100A, NEMA 3R PANEL "SB".
- (H) INTERSYSTEM BONDING TERMINATION PER POWER COMPANY SPECIFICATIONS.
- (J) # 4 SOLID COPPER BARE GROUNDING WIRE.
- (K) TWO 8' x 5/8" COPPER CLAD GROUND RODS WITH PROPER CLAMPS PER POWER COMPANY SPECIFICATIONS.
- (L) 3/4" RIGID CONDUIT WITH 2-# 12 WIRES AND 1-# 12 GROUND.
- (M) GRINDER PUMP STATION CONTROL PANEL.
- (N) 1" SCHEDULE 40 PVC CONDUIT WITH 2-# 12 WIRES AND 1-# 12 NEUTRAL PER POWER COMPANY SPECIFICATIONS.
- (P) 1" SCHEDULE 40 PVC CONDUIT WITH CONTROL CABLE PER MANUFACTURE SPECIFICATIONS.
- (R) TO GRINDER PUMP STATION PUMP.
- (S) TO GRINDER PUMP STATION CONTROL PANEL.
- (T) EXISTING TRANSFORMER.
- (U) CONTROLS CONTRACTOR.
- (V) TIMER SWITCH.
- (W) THREE 3/4" SCHEDULE 40 PVC CONDUIT.
- (X) 1" SCHEDULE 40 PVC CONDUIT WITH 2-# 12 WIRES AND 1-# 12 NEUTRAL PER POWER COMPANY SPECIFICATIONS.
- (Y) 1" SCHEDULE 40 PVC CONDUIT WITH CONTROL CABLE PER MANUFACTURER SPECIFICATIONS.
- (Z) TO EXISTING BOOSTER PUMP STATION.
- (AA) TO EXISTING BOOSTER PUMPS CONTROL PANEL.



SCALE: AS SHOWN
 DRAWN: P. LANTZ DATE: 11/21
 CHECKED: C. TURNER DATE: 11/21
 APPROVED: C. RILEY DATE: 12/21
 SURVEY DATE:
 SURVEY BY:
 FIELD BOOK No.:

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PHASE No.
 CONTRACT No.
 PROJECT No.
020-10047

CITY OF KEYSER SEWER DEPARTMENT
 PROPOSED SLUDGE
 MANAGEMENT PROJECT
 MINERAL COUNTY, WEST VIRGINIA
 PROPOSED ELECTRICAL RISER PLAN

SHEET No.
13A

NO.	BY	DATE	DESCRIPTION
1	AH	9/22/22	ADDENDUM #1

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