

**GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT
HARRISON COUNTY, WEST VIRGINIA**

0.6 MGD WWTP – SLUDGE REMOVAL PROJECT

ADDENDUM #1

SEPTEMBER 28, 2022

THRASHER PROJECT #020-10081

TO WHOM IT MAY CONCERN:

A **MANDATORY** Pre-Bid Conference was held on Tuesday, September 20, 2022 2:00 PM on the above-referenced project. A copy of the sign in sheet and Prime Contractor's Intent to Bid List is included in this Addendum. This Addendum provides clarifications and addresses to questions posed by contractors for the above reference project.

A. GENERAL

- 1. THE BID OPENING REQUIREMENTS (BOR) HAVE BEEN REVISED AS PART OF THIS ADDENDUM. THE REQUIREMENT FOR A WEST VIRGINIA CONTRACTOR'S LICENSE HAS BEEN REMOVED. CONTRACTOR MUST USE THE REVISED BID OPENING REQUIREMENT CHECKLIST IN PREPARATION OF THE BID.**
- 2. DAVIS BACON WAGE RATES APPLY TO THIS CONTRACT. THE WAGE RATES HAVE BEEN REVISED AND ARE INCLUDED AS PART OF THIS ADDENDUM.**

B. SPECIFICATIONS

Specification Section 012000 – Price and Payment has been updated as a part of this Addendum.

C. DRAWINGS

No Plan Sheets were added or updated as a part of this Addendum.

D. QUESTIONS AND RESPONSES

QUESTION

1. How is the sludge removal tonnage calculated?

RESPONSE

Sludge removal shall be quantified by the Dry Ton. Please refer to Specification Section 012000 for further clarifications.

QUESTION

2. Is this project subject to federal prevailing wage requirements?

RESPONSE

Yes, Davis-Bacon wage rates apply for this project. The most updated Wage Rates are included as part of this Addendum.

QUESTION

3. Is there a staging area at the project site?

RESPONSE

It is the Contractor's responsibility to secure a staging area for the project. However, the owner has identified an area adjacent to the plant that may be used.

QUESTION

4. How long has sludge been in the lagoons?

RESPONSE

Sludge has been in the lagoons since they were placed in service in 1986.

QUESTION

5. Is the sludge removed required to be screened?

RESPONSE

Yes, ¼" screening will be required on removed sludge, prior to pressing.

QUESTION

6. How are the aerators secured in Pond #1?

RESPONSE

The aerators in the lagoons are tethered to the banks. If the aerators must be removed to perform the work, the Contractor is responsible for returning the units to their original position (at the end of each work day).

QUESTION

7. Are there work hour restrictions?

RESPONSE

Work is expected to be performed during daylight hours Monday – Friday. The Contractor may request an alternate schedule to be reviewed and approved by the Owner and Engineer. Access to the site may be made available 7 days per week.

QUESTION

8. Has the landfill been notified of the project, is there a daily limit or sludge-to-trash ratio that could impact the project?

RESPONSE

Yes, the Landfill has been notified. Waste Management indicated that the Meadowfill Landfill does not currently have a concern with the sludge – to – trash ratio, but we will review on a weekly basis during construction.

QUESTION

9. When is the Contract to be awarded?

RESPONSE

The Project has a 90 day bid hold. The Owner and Engineer will work to close the project in a timely manner. A Notice to Proceed will be issued at closing.

QUESTION

10. Is the construction schedule a determining factor in the bid award?

RESPONSE

No, the contractor's schedule does not factor into the award determination. However, the Contract time is 75 days to Substantial Completion and 90 days to Final Completion. Any request for additional time must be in accordance with the Contract Documents.

QUESTION

11. Does the scope of this project include any work on the liners in the lagoons?

RESPONSE

No.

QUESTION

12. Does the Contract allow for MBE/WBE/DBE or in state bidder preference?

RESPONSE

No, the Method of Award will be the lowest responsive, responsible bidder on the Base Bid. Application of Deductive Alternatives will not change the low bidder.

QUESTION

13. What is the cell priority sequence for sludge removal?

RESPONSE

The cell priority sequence is listed from highest priority to lowest priority as follows: #4, #1, #3, #2.

QUESTION

14. What is the distance from the landfill to the project site?

RESPONSE

It is 20.4 miles from the project site to Meadowfill Landfill.

QUESTION

15. Is the contractor responsible for the tip fee?

RESPONSE

Yes, the tip fees shall be included in the unit price for Sludge Removal.

QUESTION

16. What is the budget for this project?

RESPONSE

The Engineer's Estimate is \$725,000.

QUESTION

17. Is there 480 V, three phase power available at the project site?

RESPONSE

Yes.

QUESTION

18. Is a water source available at the project site?

RESPONSE

Water is available through a hydrant at the project site. The hydrant must be metered while in use. Greater Harrison County PSD has a meter available for this purpose. Wastewater is to be returned to the WWTP.

QUESTION

19. Who is responsible for the water bill and electric bill for the duration of the project?

RESPONSE

The Water Contractor uses will be metered. The Contractor will be responsible for additional electric used for the project, based on the additional usage.

QUESTION

20. Do American Iron and Steel requirements apply to this project?

RESPONSE

Yes, American Iron and Steel requirements apply to any materials purchased and installed for this project.

QUESTION

21. Is a West Virginia Contractor's License Required for this project?

RESPONSE

No, a Contractor's license is not required for this Project. Please see the revised Bid Opening Requirements attached to this Addendum. **YOU MUST USE THE REVISED BID OPENING REQUIREMENTS WHEN PREPARING YOUR BID PACKAGE.**

QUESTION

22. Will the successful low bidder be required to submit qualifications prior to award?

RESPONSE

Yes, if requested, the Contractor must submit records of five (5) previous projects completed by the Contractor similar in nature, size, and extent to this Project in compliance with Sections C200 and 014000 of the Specifications.

QUESTION

23. Are any B&O Taxes or Building Permits Required?

RESPONSE

Yes. B&O Taxes are 1.5% and a building permit is required roughly \$30 for the first \$10,000 of Construction Cost and \$2 for every additional \$1,000 over \$10,000. The cost of the permit for the \$725,000 Engineer's Estimate would be \$1,460.

E. CLARIFICATIONS

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

THE BID OPENING REQUIREMENT CHECKLIST HAS BEEN REVISED. YOU MUST USE THE REVISED BOR AS PART OF YOUR BID.

Name and address of Bidder

Bid on Greater Harrison County Public Service District Sludge Removal Project
Received by the Greater Harrison County Public Service District

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

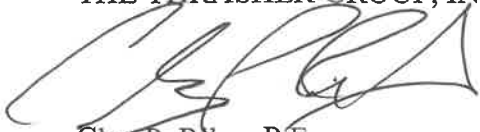
Envelope No. 1 will be opened first, and the Bid Opening Requirement items will be checked for compliance as outlined on the Bid Opening Checklist (BOR-1). If such documents are found to be in order, Envelope No. 2 "Bid Proposal", will be opened and will be publicly read aloud. If the documents required 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.

2. (Mailed/Shipped bid packages shall be sent to The Thrasher Group, Inc., 600 White Oaks Blvd Bridgeport, Harrison County, West Virginia 26330. The Thrasher Group's phone number is (304) 304-624-4108. Bidders should not assume guaranteed early (10:30 am) delivery is available and shall be mailed/shipped in sufficient time. It is the Bidder's responsibility to deliver the Bid on time.
3. All work is to be coordinated through the Engineer and the PSD to ensure no disruption in service to the existing Wastewater Treatment Plant.
4. Engineer's Approved Equal means material, equipment, or method approved by the engineer for use in the work, as being acceptable as an equivalent in essential attributes to the material, equipment, or method specified in the Contract Documents)
5. The quantity of Dry Tons removed from the existing pond will be adjusted to maximize the use of available funds. Contractor shall include all fixed costs into the Mobilization/Demobilization line item.
6. Work will take place within the Town of West Milford, the Contractor is responsible for coordinating and paying all B&O Taxes and Building Permit Fees.
7. A field office trailer is **NOT** required for this Project.
8. The Davis Bacon wage requirements have updated, the new wage requirements are attached as a part of this Addendum.

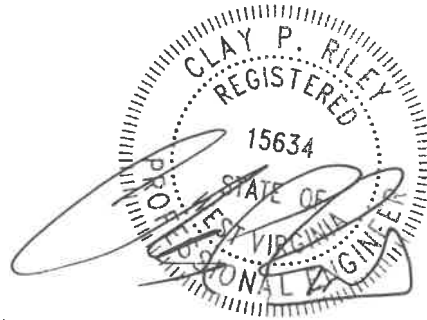
If you have any questions or comments, please feel free to contact me at your earliest convenience. As a reminder, bids will be received until 2:00 p.m. on Wednesday, October 5, 2022, at Greater Harrison County Public Service District located at 623 Liberty Street, West Milford, WV 26451. Good luck to everyone and thank you for your interest in the project.

Sincerely,

THE THRASHER GROUP, INC.



Clay P. Riley, P.E.
Project Manager



9-28-22

Enclosures: Pre-Bid Sign-In Sheet
Prime Contractors Intent to Bid List
Bid Opening Requirements (BOR)
Specification Section 12000 – Price and Payment
Wage rates

**GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT
HARRISON COUNTY, WEST VIRGINIA
SLUDGE REMOVAL PROJECT**

PRE-BID CONFERENCE

Tuesday, September 20, 2022

Thrasher Project #020-10081

Name	Representing	Phone #	Email Address
LOGAN ALASTANOS	Thrasher		
Kylca Radcliff	Thrasher		
Ashley Tomko	Thrasher		
Bill Hoover	Greater Harrison		
Zack Dobbs	J D Utility		
Joseph Strickland	Synagro	578-	
Tim Stewart	Merrell Bros INC.	281 798 8321	Tim @ merrellbros.com
Andrew Peyton	H+A Resource Management	855-873-3331	Todd@Haresource.net
Jeremy Winans	Brian Vandevender Contracting	304-413-3109	jeremyw@BCAllenco.com

Name	Representing	Phone #	Email Address
Chris Lowman	Noble Environmental	412-613-3735	clowman@nobleenviro.com
Brian Carr	ORDERS CONST. COMPANY	412-475-5297	BRIAN@ORDERSCONSTRUCTION.COM
Virgil Lipscomb	HUFFMAN CONST CO	304-41-9896	VirgilLipscomb60@gmail.com
Gary Titus	Huffman Const. Co.	304-613-0601	gwconsulting-1@yahoo.com

**GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT
HARRISON COUNTY, WEST VIRGINIA**

SLUDGE REMOVAL PROJECT

PRIME CONTRACTORS INTENT TO BID LIST

Thrasher Project #020-10081

Tuesday, September 20, 2022

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

Noble Environmental
Chris Lowman/Vice President
500 Technology Drive
Canonsburg, PA 15317
Phone: (412) 613-3735
clowman@nobleenviro.com

H&A Resource Management
Andrew Payton/Operations Manager
103 Fieldview Drive
Versailles, KY 40383
Phone: (859) 873-3331
andrew@hresource.net

Orders Construction Company
Brian Carr/Project Manager
P.O. Box 1448
Saint Albans, WV 25177
Phone: (304) 722-7237
Fax: (304) 722-7230
brianc@ordersconstruction.com

Huffman Construction Company
Virgil Lipscomb/Superintendent
5004 Good Hope Pike
Clarksburg, WV 26301
Phone: (304) 745-3952
Virgillipscomb60@gmail.com

Synagro
Scott Keith/Area Director Synagro
4515 Infirmary Road
Miamisburg, OH 45342
Phone: (513) 254-6931
skeith@synagro.com

Merrell Bros. Inc.
Timothy Stewart/U.S. Business Development
8811 West 500 North
Kokomo, IN 46901
Phone: (800) 663-8830
Fax: (547) 699-7478
tim@merrellbros.com

**PROPOSED
0.6 MGD WWTP SLUDGE REMOVAL PROJECT**

FOR THE

**GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT
HARRISON COUNTY, WEST VIRGINIA
THRASHER PROJECT #020-10081**

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)	_____

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: Greater Harrison County Public Service District Address <i>(principal place of business)</i>: 151 Peninsula Park Ave West Milford, WV 26451</p>	<p>Bid Project <i>(name and location)</i>: 0.6 MGD WWTP Sludge Removal Project 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>	<p>Surety</p>
<p style="text-align: center;"><i>(Full formal name of Bidder)</i></p>	<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.

Greater Harrison County Public Service District
0.6 MGD WWTP Sludge Removal Project

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.

Greater Harrison County Public Service District
0.6 MGD WWTP Sludge Removal 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.

Yes

No

2. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes

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.

_____ Yes

_____ No

NAME AND TITLE OR SIGNER (Please type)

SIGNATURE

Date: _____

**PROPOSED
0.6 MGD WWTP SLUDGE REMOVAL PROJECT**

**FOR THE
GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT
HARRISON 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

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 Greater Harrison County Public Service District, 0.6 MGD WWTP Sludge Removal 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

SECTION 012000 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

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

1.3 SCHEDULE OF VALUES

- A. Submit printed schedule on Progress Estimate schedule on EJCDC C-620.
- B. Submit Schedule of Values in duplicate within twenty (20) days after date established in Notice to Proceed.
- C. Format: Identify each line item with number and title of major Specification Section. Contractor shall submit a balanced Schedule of Values. The total value of activities shall equal the identifiable Contract Price. The Schedule of Values shall be accompanied by a proposed cash flow for the duration of the Project. Line items shall be broken down as appropriate and listed as units. Overhead and profit shall be prorated to all the activities.
 - 1. Unless otherwise specified, the Schedule of Values shall include the following percentages for each of the listed activities:
 - a. Mobilization, Bonds, Insurance, and Demobilization: no greater than 12.5 percent
 - b. Punchlist: no less than 1 percent
 - 2. If, in the opinion of Engineer or Owner, the Schedule of Values is unbalanced, Contractor shall submit documentation substantiating the cost allocations of those activities believed to be unbalanced. No pay requests will be accepted until the Schedule of Values submittals has been marked "No Exceptions Taken" or "Make Corrections Noted" by Engineer.

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

1.4 APPLICATION FOR PAYMENT

- A. Submit six (6) copies of each Application for Payment on EJCDC C-620 – Contractor's Application for Payment.
- B. Content and Format: Use Schedule of Values for listing items in Application for Payment.
- C. Submit updated construction schedule, Weather Day Form, Affidavit of Payment, and payment schedule with each Application for Payment.
- D. Payment Period: Submit at intervals stipulated in the Agreement.
- E. Submit submittals with transmittal letter as specified in Section 013300 - Submittal Procedures.
- F. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
 - 1. Current construction photographs
 - 2. Partial release of Liens from major Subcontractors and vendors.
 - 3. Record Documents as specified in Section 017000 - Execution and Closeout Requirements, for review by Owner, which will be returned to Contractor.
 - 4. Affidavits attesting to off-Site stored products.
 - 5. Construction Progress Schedule, revised and current as specified in Section 013300 - Submittal Procedures.

1.5 CHANGE PROCEDURES

- A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Engineer of any error, inconsistency, omission, or apparent discrepancy.
- C. Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on EJCDC C-942.
- D. Engineer may issue Notice of Change including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change with stipulation of overtime Work required and with the period of time during which the requested price will be considered valid. Contractor will prepare and submit estimate within ten (10) days.

- E. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change and the effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on the Work by separate or other Contractors.
- F. Stipulated Sum/Price Change Order: Based on Proposal Request or Work Change Directive and Contractor's maximum price quotation or Contractor's request for Change Order as approved by Engineer.
- G. Unit Price Change Order: For Contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of that which are not predetermined, execute Work under Work Directive Change. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.
- H. Work Change Directive: Engineer may issue directive, on EJCDC C-940 - Work Change Directive, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- I. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
- J. Maintain detailed records of Work done on time and material basis. Provide full information required for evaluation of proposed changes and to substantiate costs for changes in the Work.
- K. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.
- L. Change Order Forms: EJCDC C-941 - Change Order.
- M. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- N. Correlation of Contractor Submittals:
 - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
 - 2. Promptly revise Progress Schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of Work affected by the change, and resubmit.
 - 3. Promptly enter changes in Record Documents.

1.6 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.

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

1.7 MEASUREMENT AND PAYMENT

- A. General Requirements
 - 1. Contractor shall take measurements and compute quantities. Resident Project Representative and Engineer will verify measurements and quantities.
 - 2. Unit Quantities: Quantities and measurements indicated on Bid Form are for Contract purposes only. Actual quantities provided shall determine payment.
 - a. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at Contracted unit sum/prices.
 - b. When actual Work requires 40 percent or greater change in quantity than those quantities indicated, Owner or Contractor may claim a Contract Price adjustment.
 - 3. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application, or installation of item of the Work; overhead and profit.
 - 4. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.
- B. Measurement of Quantities

1. Weigh Scales: Inspected, tested, and certified by applicable weights and measures department within past year, certification must be sent to Engineer for approval.
2. Platform Scales: Of sufficient size and capacity to accommodate conveying vehicle.
3. Metering Devices: Inspected, tested, and certified by applicable West Virginia department within past year.
4. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel, or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
5. Measurement by Volume: Measured by cubic dimension using mean length, width, and height or thickness.
6. Measurement by Area: Measured by square dimension using mean length and width or radius.
7. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
8. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

C. Unit Price Schedule:

1. Bid Item 1 – Mobilization/Demobilization
 - a. This item shall include the performance of construction preparatory operations, including the movement of equipment and personnel to and from the Project Site, establishment and decommissioning of Contractor's Field Office, storage buildings, and other facilities necessary to conduct Work under this Contract. This item shall also include scales, Bid Bond and project sign.
 - b. Partial Payments of the lump sum Bid amount for mobilization/demobilization shall be as follows:
 - 1) One-third of the amount Bid for Mobilization/Demobilization will be released to the Contractor as the first estimate payable, not less than fifteen (15) days after the start of Work at the Project Site.
 - 2) The second one-third of the amount Bid for Mobilization/Demobilization shall be released at 50% completion.
 - 3) The final one-third of the amount Bid for Mobilization/Demobilization shall be released at final completion.
 - 4) No reduction will be made, nor any increase be made, in the lump sum mobilization item amount regardless of decreased or increases in the final total Contract amount or for any other cause.
2. Bid Item 2 – Sludge Removal – Hauled to Meadowfill Landfill
 - a. The cost for this Work shall per dry ton.
 - b. This Bid item shall include all costs associated with the pressing of sludge including, but not limited to, materials, labor, equipment, piping, and all other appurtenances, as well as installing, operating, maintain, relocating, and removing of sludge pressing system.
 - c. This Bid Item shall also include all costs associated with hauling, dumping, storage, transportation, tipping fees, all other associated Landfill costs and any

other costs associated with disposing sludge and inorganics at the Meadowfill Landfill.

- d. This Bid item shall include all costs associated with the pH stabilization as required by the landfill. This includes all hydrated lime applied to sludge to reach necessary pH levels, labor, materials and all other appurtenances associated with pH stabilization.
- e. The cost associated with the daily percent solids testing and all initial testing required by the Landfill shall be included in the unit bid price for sludge removal.
- f. The daily percent solids measurement will be used to determine the daily sludge amount disposed calculated with the Landfill tickets provided by Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012000

Superseded General Decision Number: WV20210011

State: West Virginia

Construction Type: Building

County: Harrison County in West Virginia.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<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.
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:	<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 05/06/2022
 4 06/03/2022
 5 09/02/2022

Revised per Addendum #1
 September 28, 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

 BRWV0015-004 06/01/2021

	Rates	Fringes
BRICKLAYER Bricklayer & Brick Pointer/Caulker/Cleaner.....	\$ 30.25	24.58

 BRWV0015-010 06/01/2021

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

 CARP0436-001 12/01/2021

	Rates	Fringes
CARPENTER (Including Drywall Hanging and Form Work).....	\$ 30.96	24.19

 CARP0443-009 05/01/2021

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

 ELEC0596-006 06/01/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 37.21	26.42

 ENGI0132-006 12/01/2018

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

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

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

GROUP 3: Backhoe, Excavator, Bulldozer, all other Cranes

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

IRON0549-008 12/01/2021

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

LABO0379-007 12/01/2017

	Rates	Fringes
LABORER Mason Tender - Cement/Concrete.....	\$ 21.94	15.75

LABO0984-004 12/01/2020

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

LABORER CLASSIFICATIONS

GROUP 1: Carpenter Tender, Common or General, Water Boy

GROUP 2: Concrete Worker, Dewatering, Grade Checker, Mason Tender-Brick, Mortar Mixer, Rigging and Signaling, Scaffold Builder (Brick and Masonry), Skytrak Forklift Operator

LABO1149-004 12/01/2020

	Rates	Fringes
LABORER Asphalt Raker.....	\$ 21.72	16.25

PAIN0091-012 12/01/2021

	Rates	Fringes
PAINTER (Brush, Roller and Spray).....	\$ 27.17	18.07

PAIN1195-002 12/01/2021

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

PLAS0926-007 06/01/2018

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

PLUM0152-009 11/01/2021

Rates Fringes

PLUMBER.....\$ 32.54 37.10

PLUM0152-010 11/01/2021

Rates Fringes

PIPEFITTER (Includes HVAC
Pipe Installation).....\$ 32.54 37.10

SFVW0669-003 04/01/2022

Rates Fringes

SPRINKLER FITTER (Fire
Sprinklers).....\$ 36.64 27.17

SHEE0033-003 12/01/2020

Rates Fringes

SHEET METAL WORKER (Includes
HVAC Duct Installation).....\$ 31.32 25.55

* UAVG-WV-0004 01/01/2019

Rates Fringes

LABORER (Pipelayer).....\$ 24.06 16.34

* UAVG-WV-0011 01/01/2019

Rates Fringes

PAINTER (Drywall
Finishing/Taping).....\$ 26.36 17.68

SUWV2012-009 08/13/2012

Rates Fringes

OPERATOR: Forklift.....\$ 33.09 3.00

ROOFER.....\$ 24.28 9.32

Truck Driver: Single and
Double Axle Dump Trucks.....\$ 28.52 3.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Revised per Addendum #1
September 28, 2022

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.

Revised per Addendum #1
September 28, 2022

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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Superseded General Decision Number: WV20210054

State: West Virginia

Construction Type: Heavy

County: Harrison County 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>	<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	08/05/2022

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

ENGI0132-015 12/01/2021		

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

GROUP 3: Roller.

GROUP 4: Oiler

IRON0549-012 12/01/2021

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

LABO0379-021 12/01/2020

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

GROUP 1: Chain Saw, Concrete Worker, Hand Held Drill, Form Work, Grade Checker, Signal Man.

GROUP 2: Flagger

PLAS0926-001 06/01/2018

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

* UAVG-WV-0010 01/01/2019

	Rates	Fringes
LABORER (Mason Tender -		

Cement/Concrete).....\$ 26.17 16.50

Revised per Addendum #1
September 28, 2022

* UAVG-WV-0012 01/01/2019

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

SUWV2012-052 08/13/2012

	Rates	Fringes
LABORER: Common or General.....	\$ 22.11	10.34
LABORER: Pipelayer.....	\$ 22.34	10.95
OPERATOR: Backhoe.....	\$ 24.39	15.50
Truck Driver: Single and Double Axle Dump Trucks.....	\$ 22.76	10.90

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>.

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Union Rate Identifiers

Revised per Addendum #1
September 28, 2022

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WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
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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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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>	<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.

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

Revised per Addendum #1
September 28, 2022

* SUWV2015-001 01/01/2014

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

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

Revised per Addendum #1
September 28, 2022

ELECTRICIAN

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

IRONWORKER

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

LABORER

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

LABORER CLASSIFICATIONS:

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

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

PAINTER

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

PILEDRIVERMAN

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

POWER EQUIPMENT OPERATOR:

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

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

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

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

GROUP 3: Asphalt roller

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

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

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

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

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

TRUCK DRIVER

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

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

TRUCK DRIVER CLASSIFICATIONS:

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

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

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

- A. Double Hitch equipment operated by 1 driver shall pay 50% more than the wages set out above.
- B. \$0.25 per hour shall be added for tunneling and all other underground work.

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

Revised per Addendum #1
September 28, 2022

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"