

**WYTHE COUNTY BOARD OF SUPERVISORS  
WYTHE COUNTY, VIRGINIA**

**WYTHE COUNTY MAX MEADOWS COLLECTION SYSTEM IMPROVEMENTS  
PROJECT**

**ADDENDUM #1**

**OCTOBER 12, 2022**

**THRASHER PROJECT #020-10144**

TO WHOM IT MAY CONCERN:

A Pre-Bid Conference was held on Tuesday, October 4, 2022 on the above-referenced project, a copy of the sign in sheet is included in this Addendum. The following are clarifications and responses to questions posed by contractors for the above reference project.

**A. GENERAL**

1. **THE BID FORM HAS BEEN REVISED. YOU MUST USE THE REVISED BID FORM WHEN PREPARING YOUR BID PACKAGE FOR THIS PROJECT.**
2. **BID OPENING DATE HAS BEEN CHANGED FROM WEDNESDAY, OCTOBER 19, 2022 TO WEDNESDAY, NOVEMBER 2, 2022 AT 2:00P.M.**

**B. SPECIFICATIONS**

1. Pre-Bid Sign In Sheet
2. Bid Documents (5.3 BOR)
3. Bid Form (C410)
4. Price and Payment Procedures – 012000
5. Updated Wage Rates

**C. DRAWINGS**

1. Sheet 41 – Chemical Feed System Details

2. Sheet 42 – Drum Scrubber System Details

**D. QUESTIONS AND RESPONSES**

**QUESTION**

1. Invert elevations and heights are needed for the (14) existing manholes to be replaced, including the diameter of the existing structure.

**RESPONSE**

Refer to the following table for manhole size, depth, and invert measurements.

Contractor is responsible to verify/confirm all dimensions.

New MHs	MH Dia.	Depth (in Ft.)	Inverts In (in Ft.)	Inverts Out (in Ft.)
MH 137	48"	7.4	6.9	7.4
MH 194	48"	4.4	3.2	4.8
MH 195	48"	4.4	4.3 & 4.2	4.4
MH 196	48"	5.4	5.1	5.4
MH 197	48"	5.2	5.1	5.2
MH 198	48"	5.2	5.2 & 5.2	5.2
MH 200	48"	6.3	6.2	6.3
MH 201	48"	6.4	6.3	6.4
MH 202	48"	6.1	5.9	6.1
MH 203	48"	5.3	5.2	5.3
MH 204	48"	5.5	5.5	5.4
MH 206	48"	5.5	5.5 & 5.4	5.5
MH 209	48"	5.2	5.1	5.2
MH 135A	48"	4.5	NA	4.5
Note: Measurements taken from top of frame to floor and inverts.				

**QUESTION**

2. Invert elevations and heights are needed for the (28) existing manholes to be epoxy lined, including the diameter of the existing structure.

**RESPONSE**

Refer to the following table for manhole size and depth. Contractor is responsible to verify/confirm all dimensions.

Coated MH	MH Dia.	Depth (in Ft.)
MH 48	72"	14.7
MH 53	72"	13
MH 65	72"	13.7

MH 75	72"	6.3
MH 76	72"	6.3
MH 77	72"	6.8
MH 91	60"	7.1
MH 99	48"	8.3
MH 100	48"	7.2
MH 134	48"	7.5
MH 135	48"	10.3
MH 182	72"	14.5
MH 192	48"	5.4
MH 193	48"	5.3
MH 210	48"	6.8
MH 426	48"	8.8
MH 524	48"	8
MH 559	48"	8
MH 560	48"	8
MH 627	48"	5.5
MH 656	48"	7.1
MH 690	48"	11.8
MH 778J	60"	11.8
B-2	48"	5
D 5-2	48"	5.1
Note: Measurements taken from top of frame to floor.		

#### QUESTION

3. It would be helpful to have invert information and/or line sizes available for the cleanouts to be replaced and/or added.

#### RESPONSE

Existing cleanouts are 6-inch. Contractor is responsible to verify/confirm all dimensions.

#### QUESTION

4. As built information is needed for the wet wells. Diameter, elevations, and inverts are needed for the coating. We also need the information along with design and peak flow rates to adequately assess the bypass pumping requirements.

**RESPONSE**

Refer to the following table for wet well size and depth. Contractor is responsible to verify/ confirm all dimensions.

<b>Lift Station</b>	<b>Wet Well Dia. (in Ft.)</b>	<b>Depth (in Ft.)</b>
Max Meadows	10	20
Hager's Spring Rd.	8	10
Chapman Rd.	10	15
Blue Sky St.	8	10

Pump design flows are as follows:

- Max Meadows – 180gpm at 103' TDH
- Hagers – 190gpm at 185' TDH
- Chapman – 430gpm at 66' TDH
- KOA – 80gpm at 70' TDH

**QUESTION**

5. Will the building permit be waived by the County?

**RESPONSE**

Permit fee will be waived. However, the Contractor will be required to apply for a Building Permit. There will be inspections as needed.

**QUESTION**

6. Am I correct in reading that in the event VDOT requires a bond, the Owner will pay those fees and inspections, if so required?

**RESPONSE**

Contractor will be responsible for obtaining Bond and Permit from VDOT.  
Contractor shall meet all requirements for working within Right-Of-Way.

**QUESTION**

7. Chemical Feed System Details found on sheet 41 and corresponding specifications do not indicate a location or type of any existing electrical panel, if new breaker(s) are needed, if existing panel may handle the load(s), or amperage size of the breaker/circuit needed. Please provide information so accurate pricing may be obtained.

**RESPONSE**

Electrical Panel is: Siemens S3 or S4 with a 240/120VAC 3P4W. Electrical Panel located on back wall of Lift Station. Chemical Feed System is 120V/60Hz/1PE with 2 Amp. Contractor responsible to confirm/verify load, wire size, and breaker requirements.

**QUESTION**

8. Drum Scrubber System Details found on sheet 42 and corresponding specifications do not indicate a location or type of any existing electrical panel, if new breaker(s) are



needed, if existing panel may handle the load(s), or amperage size of the breaker/circuit needed. Please provide information so accurate pricing may be obtained.

**RESPONSE**

Electrical Panel is: Siemens S3 or S4 with a 240/120VAC 3P4W. Electrical Panel located on back wall of Lift Station. Drum Scrubber is 115V/60Hz/1P with 2 Amp. Contractor responsible to confirm/verify load, wire size, and breaker requirements.

**QUESTION**

9. Specification Section 260500 – Basic Electrical Materials and Methods 1.3 Submittals / A. & B. refer to electrical metering equipment. There is no electrical metering shown on provided contract documents. Please advise to the complete requirements for electrical metering.

**RESPONSE**

No Electrical Metering Required.

**QUESTION**

10. Specification Section 260500 – Basic Electrical Materials and Methods 1.5 Coordination / C. / 1. & 2. Refer to coordination with utility companies overhead and/or underground utilities and metering. There is nothing shown on provided contract documents for the above specification section. Please advise.

**RESPONSE**

Interruption of power and/or impact with overhead and/or underground utilities are not anticipated. However, Contractor is responsible to contact 811. Should impact and/or interruption occur or be required, the Contractor is responsible to notify and/or coordinate with the Utility.

**QUESTION**

11. Provided drawings and Specification Section 260500 – Basic Electrical Materials and Methods does not identify the type of wire required for the installation. (THHN, THWN, XHHW, etc.) Please identify the type of shall be installed.

**RESPONSE**

Wire to be 12 or 14 Gauge THWN.

**QUESTION**

12. Specification Section 260500 – Basic Electrical Materials and Methods 2.1 Supporting Devices / E. / instructs electrical contractor to use Cable Supports for vertical conduit. Please advise to size of new and existing wire/cable to be “re-used” so correct insulating wedging plug may be obtained.

**RESPONSE**

All wire used is to be 12 or 14 Gauge NEW wire.

**QUESTION**

13. Contract documents do not show or refer to any Instrumentation devices or wiring and no I/O drawings have been provided. Is there any Instrumentation needed for this project and if so, please provide information.

**RESPONSE**

All Instrumentation to be provided by manufacturer.

**QUESTION**

14. What are the dimensions of control panels (if not factory mounted) for the Chemical Feed System and Drum Scrubber System?

**RESPONSE**

Control Panel to be provided and prepared for mounting. Contractor responsible to mount Control Panel per Manufactures Procedure. Refer to Sheets 41 and 42 for the design set.

**QUESTION**

15. No equipment disconnects are shown or specified within the contract documents. Will any equipment need disconnects switches and if so what size and NEMA rating?

**RESPONSE**

No.

**E. CLARIFICATIONS**

1. Drum scrubber assembly shall include:
  - Blower Assembly
  - Explosion proof motor
  - Hold down brackets
  - Mist eliminator
  - Magnehelic Differential Pressure Gauge
  - Outlet silencer
  - Odorcarb Ultra Media (box for equipment)
  - Odormix SP Media (box for equipment)
2. GeoKrete by Vortex is an approved equal for use as the interior epoxy of the manholes.
3. Contractor is responsible to locate and gain permission for all Properties and/or ROW's to utilize as staging areas.
4. The following manholes are to have Campression Frame and Cover installed.

Manholes in Flood Plain	
MH 181	MH 61


MH 82	MH 60
MH 84	MH 59
MH 85	MH 52
MH 88	MH 215
MH 74	MH 216
MH 73	MH A1-1
MH 72	MH A-6
MH 71	MH A-5
MH 70	MH F-4
MH 69	MH F-5
MH 67	MH F-7
MH 66	MH 325A
MH 68	MH F-14
MH 65	MH F-16
MH 64	MH 182
MH 63	MH 116
MH 62	MH 114

5. Blue Sky Street Lift Station – Replace existing pumps and rails with new pumps and rails. Pumps and rails to be supplied by Contractor. Existing Pumps are Hydromatic Model: HPGFX500JC, 230V/5HP/3 Phase. There are two (2) existing pumps in the wet well.

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, November 2, 2022**, at Wythe County Board of Supervisors, 340 S 6<sup>th</sup> Street, Wytheville, VA 24382. Good luck to everyone and thank you for your interest in the project.

Sincerely,

THE THRASHER GROUP, INC.

  
Anthony Brown, P.E.  
Project Engineer

10-12-22



**WYTHE COUNTY BOARD OF SUPERVISORS  
WYTHE COUNTY, VIRGINIA  
WYTHE COUNTY MAX MEADOWS COLLECTION SYSTEM IMPROVEMENTS PROJECT**

**MANDATORY PRE-BID CONFERENCE**

Tuesday, October 4, 2022

Thrasher Project #020-10144

Name	Representing	Phone #	Email Address
Daugh E Russell	At Grade Const.	276 613 1239	atgradeconstruction@gmail.com
DUSTI SNIDER	MAIN STREET BLDGS	304 487 3912	D.C. SNIDER @OUTLOOK.COM
Jason Showalter	Varney Inc		jshowalter@varneyinc.com
Jason Irvin	Jason Irvin Const. LLC	276 613 6403	jicbuilders@outlook.com
Ben Jessee	King General Contractors, INC	276-644-1585	Cindy @ Kingcompany.us Vann@kingcompany.us
John Rynders II	Prism Contractors & Eng. Inc	757-874-5670	jrynders@prismce.com
DAVE BOOS	COSS AND MAW	540-556-0301	DAVID.BOOS @ COSS AND MAW, CORP.

**VIRGINIA CLEAN WATER REVOLVING LOAN FUND  
2016 CONTRACT INSERT**

The following document is to be inserted "verbatim" in all construction contracts funded by the Virginia Clean Water Revolving Loan Fund. The contract insert contains ten subparts and nine attachments as follows:

1.      Subpart A - containing the Federal/State Nondiscrimination Provisions for Equal Employment Opportunities applicable to all construction and service contracts.
2.      Subpart B - containing the notice to the prime contractor relative to certification on nonsegregational facilities.
3.      Subpart C - setting forth the affirmative action requirements for the contractors and subcontractors for work involving any construction trade in excess of \$10,000.
4.      Subpart D - containing the Civil Rights Act of 1964.
5.      Subpart E - setting forth requirements of Age Discrimination of 1975, Rehabilitation Act of 1973, and Section 13 of PL 92-500, the Federal Water Pollution Control Act.
6.      Subpart F - setting forth requirements under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act for contracts and subcontracts in excess of \$100,000.
7.      Subpart G - procurement of goods and materials from Small Businesses in Rural Areas of the Commonwealth of Virginia wherever practical and feasible.
8.      Subpart H – provides that a contractor maintains a drug-free workplace or subcontractor during the performance of contract duties for any wastewater revolving loan-assisted project.
9.      Subpart I – requirements of Davis-Bacon Act for contracts and subcontracts in excess of \$2,000, and the Contract Work Hours and Safety Standards Act (OSHA) for contracts and subcontracts in excess of \$100,000.
10.     Subpart J – setting forth requirements to only allow “American Iron and Steel” products to be used on projects funded by the Virginia Clean Water Revolving Loan Fund.

Attachment No. 1 – Instructions to Bidders/Offerers

Attachment No. 2 - Certification regarding EEO compliance

Attachment No. 3 - MBE/WBE Utilization Report

Attachment No. 4 - Wage Determination(s)

Attachment No. 5 – Davis-Bacon Payroll Certification – WHD 347

Attachment No. 6 – American Iron and Steel Initial Certification Statement

Attachment No. 7 - American Iron and Steel Waiver Request

Attachment No. 8 – American Iron and Steel Waiver Request Review Checklist

Attachment No. 9 – American Iron and Steel Final Certification Statement

## SUBPART A

### EQUAL EMPLOYMENT OPPORTUNITY

1. Executive Order 11246 (Contracts/subcontracts above \$10,000)

(a) During the performance of this contract, the contractor and all subcontractors agree as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or the other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractors' noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **SUBPART B**

### **NOTICE TO PRIME CONTRACTOR OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

Bidders and offerors are cautioned as follows: By signing this bid or offer, the bidder or offeror will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in this solicitation. The certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de factor basis. The certification also provides that he will not maintain such segregated facilities.

## **SUBPART C**

### **CONSTRUCTION CONTRACTORS AFFIRMATIVE ACTION REQUIREMENTS**

1. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the affirmative action goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

2. The applicable Minority Business Enterprise (MBE)/Women's Business Enterprise (WBE) "fair share" goals and dollar objectives are established as follows:

	<b>MBE%</b>	<b>WBE%</b>
Construction	7.4	4.8
Equipment	5.0	3.2
Services	7.7	3.6
Supplies	1.6	2.5

3. The MBE/WBE goals set forth in this contract are shown in #2 above. The Contractor shall make every reasonable attempt to achieve the goals as stated. When so notified by the owner, the apparent low bidder shall provide a listing of MBE's and WBE's he proposes to use on this project. Should the bidder fail to meet the aforementioned objectives he shall provide complete documentation which demonstrates the positive efforts made. Failure to satisfy this requirement to the satisfaction of the owner shall constitute a nonresponsible bid and shall be cause for the owner to reject the bid.

4. The contractor shall implement the specific affirmative action steps as provided in Section B included in the Instruction to Bidders/Offerers section of these specifications.

5. The Contractor and all Subcontractors must maintain documentation and records of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations. Within 21 days of determination of the apparent low bidder, the contractor must furnish to the owner all pertinent documentation, which evidences or documents a good faith effort in MBE/WBE solicitation and projected utilization. Failure to comply with the submission of appropriate MBE/WBE documentation may result in the determination of a bidder as nonresponsible and shall cause the bid to be rejected.

6. Immediately following the award of contracts and continuing through the construction stage, all records of MBE/WBE utilization shall be maintained and reported in accordance with the Virginia Clean Water Revolving Loan Fund MBE/ WBE Utilization Reporting Form. A MBE/WBE Utilization Reporting Form shall be completed and submitted to the owner on a calendar year quarterly basis during the construction period.

## **SUBPART D**

### **CIVIL RIGHTS ACT OF 1964**

The Contractor and any subcontractors shall not, on the grounds of race, color, or national origin, or sex, exclude from participation in, deny the benefits of, or subject to discrimination, any person under any program or activity receiving federal financial assistance.

## **SUBPART E**

### **SECTION 13 of PL 92-500; UNDER THE FEDERAL WATER POLLUTION CONTROL ACT; REHABILITATION ACT OF 1973; PL 93-112, AND AGE DISCRIMINATION ACT OF 1975**

The Contractor and any subcontractors shall not on the grounds of race, color, national origin, or sex, exclude from participation in, deny the benefits of, or subject to discrimination any person under any program or activity funded in whole or in part with Federal funds. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

## **SUBPART F**

### **COMPLIANCE WITH SECTION 306 OF THE CLEAN AIR ACT AND SECTION 508 OF THE CLEAN WATER ACT (CONTRACTS AND SUBCONTRACTS IN EXCESS OF \$100,000)**

The Contractor agrees that:

1. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
2. The Contractor and Subcontractors will comply with all requirements of Section 306 of the Clean Air Act, as amended, and Section 508 of the Clean Water Act, as amended, and all regulations and guidelines issued thereunder.
3. The Contractor will promptly notify the loan recipient and Department of Environmental Quality of any notification received from the Director of the Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

## **SUBPART G**

### **UTILIZATION OF SMALL BUSINESSES IN RURAL AREAS**

The contractor and its subcontractors shall maintain a small business solicitation list and make appropriate attempts to procure needed equipment, supplies, and material from small businesses in rural areas of the Commonwealth of Virginia whenever they are a practical source for solicitation.



## SUBPART H

### **TITLE 2.2, SECTION 2.2-4312, to CHAPTER 43 RELATING TO THE PROCUREMENT PRACTICES OF ALL PUBLIC BODIES (DRUG-FREE WORKPLACE)**

For every contract over \$10,000, the contractor must maintain a drug-free workplace.

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

## SUBPART I

### **COMPLIANCE WITH DAVIS-BACON ACT PAYROLL REVIEW**

The contractor and its subcontractors shall comply with provisions of the Davis-Bacon Act and Related Acts. Federal minimum wage laws are applicable to all construction contracts in excess of \$2,000. The Davis-Bacon Act stipulates that all laborers and mechanics employed by the contractor or subcontractors on federally assisted projects shall be paid wages at rates not less than those prevailing on similar construction in the area as determined by the Secretary of Labor. The contractor and its subcontractors shall comply with provisions of the Contract Work Hours and Safety Standards Act generally applicable to any contracts in excess of \$100,000. **Wage rates specified in the applicable wage determination (Attachment 4) for this construction trade and geographic area are required as part of this contract. The wage determination(s) must be posted at the site of the work in a prominent and accessible place.** The contractor will also post the Department of Labor poster "Employee Rights under the Davis-Bacon Act" ([www.wagehours.dol.gov](http://www.wagehours.dol.gov)).

The contractor or subcontractor shall insert in any subcontract the clauses included in 29 CFR 5.5 (a) (1) through (12) (Contract Provisions and Related Matters) including the applicable wage rates, and a clause requiring the subcontractor include these clauses in any lower tier subcontract. The prime contractor will be responsible for compliance by any subcontractor or lower tier subcontractor with all contract clauses in 29 CFR 5.5 (see Department of Labor website or a Federal regulations website).

By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm which has an interest in the contractor's firm is disbarred or suspended from bidding or working on a federally funded project. No part of this contract will be subcontracted to any person or firm who has been debarred or suspended from bidding or working on a federally funded project.

Any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage decision if possible. Additional classifications shall be requested from the Department of Labor as specified in 29 CFR 5.5 or as amended (see Department of Labor Website for forms and instructions). Upon issuance of an additional classification, the new wage rate including fringe benefits where appropriate shall be paid to all workers performing the work in the additional classification from the first day on which work is performed in the classification. The Department of Labor shall approve an additional classification and wage rate

and fringe benefits only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

#### 1) Payroll(s)

All mechanics and laborers employed upon the site of the work will be paid unconditionally and not less than once a week without subsequent deduction or rebate on any account the full amounts of wages and bona fide fringe benefits or cash equivalents thereof except as provided for by Department of Labor regulations issued in accordance with provisions of the Copeland Act. The payment shall be computed at wage rates not less than those contained in the “wage determination” included in these specifications regardless of any contractual relationship alleged to exist between the contractor or its subcontractors and such laborers and mechanics.

Each contractor and subcontractor shall furnish each week, in which any contract work is performed, to the loan recipient (owner) a payroll of wages paid to each of its employees engaged on work during the preceding weekly payroll period. The payroll submitted shall set out accurately and completely all of the information required to be maintained in the Records section below. Each payroll\* submitted shall be accompanied by a Statement of Compliance\* signed by the contractor or subcontractor or his/her agent who pays and supervises the payment of persons employed under the contract and shall certify the following:

- 1) that the payroll for the payroll period contains the information noted above and that such information is true and complete,
- 2) that such laborer or mechanic employed on the contract during the payroll period has been paid the full weekly wage earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in federal regulation(s), and
- 3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

\*DOL WHD Form 347 (Attachment No. 5) is included as an example payroll and certification statement

Laborers and mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the actual time worked therein, provided, that the employee’s payroll records accurately set forth the time spent in each classification in which work is performed.

Whenever the minimum rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination classification or pay another bona fide fringe benefit or an hourly cash equivalent thereof. If the contractor does not make payment to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. Contributions made or cost reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions above as well as regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

## 2) Records

Payrolls and basic records shall be maintained by the contractor and each subcontractor for a period covering three years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work. Payrolls will include the name; his or her correct classification; hourly rates paid as wages paid including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b) (2) (B) of the Davis-Bacon Act; daily and weekly number of hours worked; deductions made; and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5 (a) (1) (iv) that wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b) (2) (B) of the Davis-Bacon Act, the contractor shall maintain records which show the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, **that the plan or program has been communicated in writing to the laborers or mechanics affected**, and records show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

## 3) Penalties and Withholding

Falsification of a payroll certification may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States code. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or delegated agent may after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guaranteed of funds.

The contractor or subcontractor shall make the payroll records required available for inspection, copying, or transcription by authorized representatives of the owner, DEQ, EPA, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. Failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CR 5.12.

A breach of the these contract clauses or the clauses continued in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

The governing body, shall upon its own actions or upon written request of an authorized representative of the Department of Labor withhold from the contractor under this contract or any other federal contract with the same prime contractor, or any other contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics including apprentices, trainees, and helpers employed by the contractor and subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or a mechanic including any apprentice, trainee, or helper, employed or working on the site of the work all or part of the wages required by the contract, the State or the Department of Labor may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guaranteed of funds.

## SUBPART J

### AMERICAN IRON AND STEEL REQUIREMENTS

Use of iron and steel products that are produced in the United States (US) is required for this construction. The prime contractor must provide documentation that all iron and steel products which are permanently incorporated as part of the project meet the specification of American Iron and Steel (AIS) per the definitions contained in section “1” below. Production in the US of the iron or steel products requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives. The prime contractor must certify, section “2” below, that the contractor understands all iron and steel products permanently incorporated as part of the project must satisfy AIS requirements except those waived by EPA (Attachment 6), section “3”, or those included as De Minimis components, section “4”. The prime contractor must submit to the owner AIS certifications for individual components supplied or installed by the prime contractor as well as components supplied or installed by all subcontractors, section “5”. The contractor must include the AIS requirements in any subcontract or purchase agreement made by the prime contractor (Attachment 6) and require subcontractors or suppliers of AIS products to also require their subcontractors or suppliers to include AIS requirements in any subcontracts or purchase agreements they enter into. The owner may refuse payment on any AIS component for which a satisfactory AIS certification has not been submitted.

#### 1. Definition of American Iron and Steel

Iron or steel products mean the following products made primarily (greater than 50% measured by material cost) of iron or steel that are permanently incorporated into the project and are listed below, paragraphs a-d.

**Products not listed below do not have to satisfy the AIS requirement.** In addition, iron and steel products used on the construction site temporarily (for example, trench boxes, scaffolding, or equipment used on site which will be removed before completion of the project) are not subject to the AIS requirements.

- a. Lined or unlined pipes or fittings, manhole covers, hydrants, tanks, flanges, pipe clamps and restraints, valves, and reinforced precast concrete. Rebar and wire in reinforced precast products must be produced in the US and the casting of the concrete product must take place in the US. Cement and other raw materials used in production of reinforced precast concrete products do not have to be of domestic origin.
- b. Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are: access hatches, ballast screen, benches (iron or steel), bollards (excluding any fill material), cast bases, cast iron hinged hatches (square and rectangular), cast iron riser rings, catch basin inlets, cleanout/monument boxes, construction covers and frames, curb and corner guards, curb openings, detectable warning plates, downspout shoes (boot and inlet), drainage grates, frames and curb inlets, inlets, junction boxes, lampposts, manhole covers (rings and frames), risers, meter boxes, service boxes, steel hinged hatches (square and rectangular), steel riser rings, trash receptacles, tree grates, tree guards, trench grates, and valve boxes (covers and risers).
- c. Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zeeks. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

- d. Construction materials are those articles, materials, or supplies made primarily (greater than 50% materials cost) of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems (discussed below). Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

Mechanical and electrical components, equipment and systems are not considered construction materials and do not have to meet the AIS requirements. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system. The following examples (including appurtenances necessary for their intended use and operation) are NOT considered construction materials and do not have to meet the AIS requirements: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

## 2. Certification(s)

Within no more than 21 days of determination of the apparent low bidder, the selected contractor must submit to the owner the certification included as Attachment No. 6. At the conclusion of the project the contractor must certify with their final payment request that all iron and steel products permanently incorporated into the project satisfy the AIS requirements and no changes or substitutions to the products for which individual certifications were submitted to the owner have been made (Attachment 9).

## 3. EPA Waiver

EPA has sole authority to approve waivers to the AIS provisions. The owner may seek a waiver at any point before, during, or after the bid process if one or a combination of the three conditions below are met. The prime contractor may suggest to the owner waivers not listed in the bid document. The owner has sole discretion to decide whether or not to request a suggested waiver. The waiver request(s) must satisfy one of the following conditions and be approved by EPA:

- a. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
- b. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent; or
- c. Applying the requirements of Section 436 would be inconsistent with the public interest.



The waiver request must include proper and sufficient documentation to support the request. Attachment No. 7 is a sample Waiver Request Form. A “Review Checklist for Waiver Review” is provided as Attachment No. 8 to assist the owner in preparation of a waiver request. The information outlined therein must be included with the waiver request letter. Upon approval of the waiver request, EPA will notify the owner directly.

#### **4. De Minimis Materials**

The EPA has granted a nationwide waiver of the AIS requirements for de minimis incidental components of eligible infrastructure projects. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the total materials incorporated into the project; the cost of an individual item may not exceed 1 percent of the total cost of the total materials incorporated into the project. Contractors who wish to use this waiver should determine the costs of all items installed or supplied for the project. The contractor must retain relevant documentation (i.e., invoices) for each of these items in their project files, and must summarize in reports to the owner: the total cost of all materials, the total cost of “incidental” materials, and the calculations by which they determined the percentage of incidental products installed or supplied for the project.

#### **5. Individual Products Certification Documentation**

The prime contractor must provide individual certification(s) to the owner for each iron and steel product purchased for incorporation into the project certifying that the product purchased satisfies the AIS requirements. The prime contractor is responsible for gathering all certifications for all products supplied or installed by suppliers and subcontractors, and for submitting these to the owner. As noted above, the contractor must also provide a final certification statement with their final payment request attesting that all American Iron and Steel requirements of this subpart have been met and there have been no changes or substitutions to the products individually certified.

ATTACHMENT #1

**Minority Business and Women's Business  
Enterprise (MBE/WBE) Requirements of 40 CFR 33.240**

Bidder/Offerer Responsibilities

A. Affirmative Steps: Activities during preparation of bids and offers. Bidders/offerers shall take affirmative steps in compliance with the regulations, prior to submission of bids or closing data for receipt of initial offers, to encourage participation in projects by MBE and WBE firms. Such efforts include:

1. Establish and maintain a current solicitation list of minority and female recruitment sources, and assure MBE and WBE firms are solicited once they are identified.
2. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation and establish delivery schedules to encourage MBE/WBE participation.
3. Assuring that MBE and WBE firms are solicited whenever they are potential sources of goods and services. This step may include:
  - a. Sending letters or making other personal contact with MBE and WBE firms, private agencies and state associations (e.g., whose names appear on lists prepared by EPA or the recipient and other MBE/WBE known to the bidder/offerer). MBE and WBE firms should be contacted when other potential subcontractors are contacted, within reasonable time prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:
    - (i) Specific description of the work to be contracted;
    - (ii) How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;
    - (iii) Date the quotation is due to the bidder/offerer;
    - (iv) Name, address, and phone number of the person in the bidder/offerer's firm whom the prospective MBE/WBE subcontractor should contact for additional information.
  - b. Using the services and assistance of the Small Business Administration and the Office of Minority Business Enterprises of the U.S. Department of Commerce.

B. Bidders/offerers must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance may include the following information; however, the recipient may specify other methods of demonstrating compliance:

1. Names, addresses and phone numbers of MBE/WBE firms expected to perform work;
2. Work to be performed by the MBE and WBE firms;
3. Aggregate dollar amount of work to be performed by MBE and WBE firms, showing aggregate to MBE's and aggregate to WBE's separately;

4. Description of contacts to MBE and WBE organizations, agencies and associations which service MBE/WBE firms, including names of organizations, agencies and associations and dates of contacts;
  5. Descriptions of contacts to MBE and WBE firms, including number of contacts, fields (i.e., equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and dates of contacts.
- C. Successful bidders/offerers should take reasonable affirmative steps to subcontract with MBE and WBE firms whenever additional subcontracting opportunities arise during the performance of the contract.



### **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 Virginia DEQ Requirements as stated in the the attached Virginia Clean Water Revolving Loan 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)

ATTACHMENT #2

**BIDDER COMPLIANCE STATEMENT/CERTIFICATION REGARDING EQUAL  
EMPLOYMENT OPPORTUNITY**

Applicability: Bid exceeding ten thousand dollars for construction contract/subcontract of unlimited amount and non-construction contract/subcontract of less than one million dollars.

This statement relates to a proposed contract between \_\_\_\_\_ and Public Body or  
(contractor)

subcontract between \_\_\_\_\_ and \_\_\_\_\_ to be  
(subcontractor) (contractor)

funded under a federally assisted project. Pursuant to Executive Order 11246 and its implementing regulations at 41 CFR 60-1.7(b) (1), as the undersigned bidder, I certify that:

- 1) Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
Yes No
- 2) Bidder has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR 60-2 (applies only to non-construction contractor).  
Yes No
- 3) Bidder has filed with the Joint Reporting Committee, the Director (Office of Federal Contract Compliance Programs, U.S. Department of Labor), and agency, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements.  
Yes No

I understand that if I have failed to file any compliance reports which have been required of me, or have failed to develop and have on file at each establishment affirmative action programs pursuant to 41 CFR 60-2, when required, I am not eligible to have my bid or proposal considered, or to enter into the proposed contract.

I further understand that if awarded the proposed contract, and the contract for the FIRST time brings me under the filing requirements or the written affirmative action programs that I will, as applicable: (a) within 30 days file with the Public Body Standard Form 100 (EEO-1); and (b) within 120 days from the commencement of the contract develop and submit to the Director of OFCCP for approval a Written Affirmative Action Plan.

NAME AND ADDRESS OF BIDDER (Include ZIP Code):

NAME AND TITLE OF SIGNER (Please Type or Print):

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

### ATTACHMENT 3

## 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, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any 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, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certificate, the term “segregated facilities” means any waiting rooms, work areas, rest rooms 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 other wise. 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 the award of subcontract 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 and Title of Signer – Please Type)

Copies of the following notice will be posted in conspicuous places available to employees or applicants for employment:

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS  
NONDISCRIMINATION IN EMPLOYMENT

TO EMPLOYEES OF \_\_\_\_\_  
(Company Name)

The undersigned currently holds contract(s) with (Wythe County Board of Supervisors) involving funds or credit of the U.S. Government or (a) subcontractor(s) with a prime contractor holding such contract(s).

Bidders and offerors are cautioned as follows: By signing this bid or offer, the bidder or offeror will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in this solicitation. The certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de factor basis. The certification also provides that he will not maintain such segregated facilities.

\_\_\_\_\_  
Contractor Firm Name

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

\_\_\_\_\_  
Authorized Officer Title

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

\_\_\_\_\_  
Date

ATTACHMENT #3

**VIRGINIA CLEAN WATER REVOLVING LOAN FUND**

**PART I - MBE/WBE UTILIZATION REPORTING**

**Send completed form to: Department of Environmental Quality  
Clean Water Financing and Assistance Program**

**P.O. Box 1105, Richmond, Virginia 23218.**

**Reporting contact is Ken Savko: phone number is (804) 698-4141 - [kenneth.savko@deq.virginia.gov](mailto:kenneth.savko@deq.virginia.gov)  
Fax Number (804) -698-4032**

Year 20\_\_

**Reporting Quarter: (check one)**

1st (Oct.-Dec.) \_\_\_\_

2nd (Jan.-Mar.) \_\_\_\_

3rd (Apr.-Jun.) \_\_\_\_

4th (Jul.-Sept.) \_\_\_\_

**Name of Loan Recipient:**

**VCWRLF Loan Recipient Project No.: C-515 \_\_\_\_\_**

Prime Contractor:

Contract Number:

**Date for Start of Construction:**

Is the Prime Contractor an MBE or WBE?                      Yes                      No

Have you subcontracted with an MBE or WBE firm in this quarter?

Yes                      No

**Please sign and date below.**

And, if you answered yes to subcontracting with an MBE or WBE firm please provide information on Part II.

\_\_\_\_\_  
**Contractor's Signature (or Recipient's signature if prime contractor is MBE\WBE firm)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Fax Number**

\_\_\_\_\_  
**Email Address**

If an MBE/WBE subcontract is rescinded, please give name of firm, date of rescission and amount of rescission.

\_\_\_\_\_

\_\_\_\_\_

VIRGINIA CLEAN WATER REVOLVING LOAN FUND – 2016 CONTRACT INSERTS

**PART II - MBE/WBE UTILIZATION REPORTING**

Project No. **C-515** \_\_\_\_\_ Year \_\_\_\_\_

Quarter \_\_\_\_\_

Business Enterprise		Dollar Value of Procurement	Date of Award (mm/dd/yy)	Type of Product or Service <sup>1</sup>	Name and Address of MBE/WBE Contractor or Vendor
Minority	Women				

<sup>1</sup> Type of product or use service code below:

1=Agriculture  
 2=Mining  
 3=Construction  
 4=Manufacturing

5=Transportation  
 6=Wholesale Trade  
 7=Retail Trade  
 8=Finance, Insurance, Real Estate

9=Services  
 a=Business Services  
 b=Professional Services  
 c=Repair Services  
 d=Personal Services

10=Other

Insert  
**Wage Determination(s)**

**Wage Rates Contractor Certification**

Whereas the firm of  
(\_\_\_\_\_, License  
No. \_\_\_\_\_) (henceforth known as firm), has bid on  
the Wythe County Max Meadows Collection System  
Improvements Project, which will be funded in part or in whole by a Virginia  
Clean Water Revolving Fund Loan, the firm does hereby certify that it will  
comply with all requirements by the Commonwealth of Virginia and/or  
federal government concerning Davis-Bacon Wage Rates requirements of law. The  
firm also certifies that it will pay the higher of Davis-Bacon Wage Rates or the state  
prevailing wage rate for all employees covered by these regulations.

\_\_\_\_\_  
Contractor Firm Name

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

\_\_\_\_\_  
Authorized Officer Title

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

\_\_\_\_\_  
Date

**NOTE: This certification must be signed and received by the Virginia Health Department  
prior to authorization to award the contract.**



## Davis-Bacon Certification

**I hereby certify that the project listed below complies, to the best of my knowledge, with 29CFR5.5(a)(1) and all other applicable provisions of the Davis-Bacon Act.**

29CFR5.5(a)(1): Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

---

**Project Name**

**Payrolls received from** \_\_\_\_\_ **to** \_\_\_\_\_

---

**Signature of Authorized Official**

---

**Date**

---

**Print Name and Title of Authorized Official**

(For Contractor's Optional Use; See Instructions at [www.dol.gov/esa/whd/forms/wh347instr.htm](http://www.dol.gov/esa/whd/forms/wh347instr.htm))

## U.S. Department of Labor

Employment Standards Administration Wage and Hour Division

## PAYROLL

PAYROLL NO. LOCATION FOR WEEK ENDING CONTRACT NO.

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS PROJECT

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY				FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS			
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			S											
			O											
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

### Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

**AMERICAN IRON AND STEEL (AIS) CERTIFICATION STATEMENT**

Upon execution of this certification, the selected Contractor acknowledges to and for the benefit of the Wythe County Board of Supervisors (“Owner”) and the State of Virginia that it understands the goods and services under this Agreement are being funded with monies made available by the Virginia Clean Water State Revolving Loan Fund and that statutory requirements require that all of the iron and steel products used in the project must be produced in the United States in accordance with “Subpart J – American Iron and Steel Requirements” of these inserts. The Contractor hereby represents and warrants to and for the benefit of the Owner and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved or the product is incidental as described the De Minimis section of Subpart J, (c) the Contractor will provide verified information, product certifications, or assurance of compliance with this paragraph as requested by the Owner, and (d) information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or State to recover damages from the Contractor for any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). This statement relates to a proposed contract between \_\_\_\_\_ and \_\_\_\_\_  
(owner) (contractor)

in conjunction with \_\_\_\_\_ to be funded with monies made available by the Virginia Clean Water Revolving Loan Fund.  
(project name)

.

_____ Signature	_____ Date
_____ Name and Title of Signer (Please type or print)	

VIRGINIA CLEAN WATER REVOLVING LOAN FUND – 2016 CONTRACT INSERTS

ATTACHMENT #7

**AMERICAN IRON AND STEEL (AIS) WAIVER REQUEST**

A waiver from the American Iron and Steel (AIS) requirements of the Consolidated Appropriations Act of 2014 (CAA) is requested for the following reason(s):

- \_\_\_\_\_(1) Applying the American Iron and Steel (AIS) requirements of the CAA would be inconsistent with the public interest;
- \_\_\_\_\_(2) Iron, steel, and relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- \_\_\_\_\_(3) Inclusion of iron and steel products produced on the United States will increase cost of the overall project by more than 25%.

Relevant documentation to this request is enclosed. No materials will be installed prior to approval of this waiver request by EPA.

\_\_\_\_\_Additional sheets attached

This waiver request relates to a proposed contract between \_\_\_\_\_ and \_\_\_\_\_  
(contractor) (owner)

in conjunction with \_\_\_\_\_ to be funded with monies made available by the Virginia Clean Water Revolving Loan  
(project name)  
Fund.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (Please type or print)

### Review Checklist for Waiver Request

Review Items	Yes	Comments
<ul style="list-style-type: none"> <li>Waiver request includes the following information:               <ul style="list-style-type: none"> <li>— Description of the foreign and domestic construction materials</li> <li>— Unit of measure</li> <li>— Quantity</li> <li>— Price</li> <li>— Time of delivery or availability</li> <li>— Location of the construction project</li> <li>— Name and address of the proposed supplier</li> <li>— A detailed justification for the use of foreign construction materials</li> </ul> </li> <li>Waiver request was submitted according to the State’s instructions to SRF assistance recipients</li> <li>Assistance recipient (owner) made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor</li> </ul>		
<b>Cost Waiver Requests</b> <ul style="list-style-type: none"> <li>Waiver request includes the following information:               <ul style="list-style-type: none"> <li>— Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products (Price Comparison Worksheet - Page 2).</li> <li>— Relevant excerpts from the bid documents used by the prime contractor to complete the Price Comparison Worksheet</li> <li>— Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers</li> </ul> </li> </ul>		
<b>Availability Waiver Requests</b> <ul style="list-style-type: none"> <li>Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested:               <ul style="list-style-type: none"> <li>— Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials</li> <li>— Documentation of the assistance recipient’s (owner’s) efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers.</li> <li>— Project schedule</li> <li>— Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials</li> </ul> </li> <li>Waiver request includes a statement from the prime contractor confirming the non-availability of the domestic construction materials for which the waiver is sought</li> <li>Has the State received other waiver requests for the materials described in this waiver request, for comparable projects?</li> </ul>		

## Attachment #8 (Page 2 of 2)

**American Iron and Steel (AIS) Price Comparison Worksheet**

Instructions: To be completed by the prime contractor. In column (a), enter all iron and steel products required to build the project as designed. In column (b) enter the cost estimate for each component as supplied by domestic sources. In column (c) enter the cost estimate for each component for which waivers are requested, as supplied by foreign sources.

(a) Iron and Steel Product	Unit of Measure	Quantity	(b) Price – Domestic Material*	(c) Price – Foreign Material*
			(d) Total Domestic Project Cost:	(e) Total Foreign Project Cost:

\*Include all delivery costs to the construction site

**AMERICAN IRON AND STEEL (AIS) FINAL CERTIFICATION STATEMENT**

Upon execution of this certification the Contractor hereby certifies that all of the iron and steel products used in this project were produced in the United States except those for which an appropriate waiver(s) has been approved by the U.S. Environmental Protection Agency, and that no changes or substitutions to the individual certifications provided by the contractor have been made.

This statement relates to a proposed contract between \_\_\_\_\_ and \_\_\_\_\_  
(owner) (contractor)

in conjunction with \_\_\_\_\_ funded with monies made available by the Virginia Clean  
(project name)

Water Revolving Loan Fund.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (Please type or print)



## **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:

*Wythe County Board of Supervisors  
340 S 6<sup>th</sup> Street  
Wytheville, VA 24382*

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

### **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 Wythe County Max Meadows Collection System Improvements 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  
WYTHE COUNTY MAX MEADOWS COLLECTION SYSTEM IMPROVEMENTS PROJECT  
FOR THE**

**WYTHE COUNTY BOARD OF SUPERVISORS  
WYTHE COUNTY, 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. Bids shall include sales tax and all other applicable taxes and fees.***

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
1	1	LS	Mobilization/Demobilization (Maximum 5% of total bid)			
2	1	LS	Pre-Construction Video of Project Area			
3	1	LS	Erosion & Sediment Control			
4A	36	EA	Remove Existing Frame and Cover and Install New Watertight Campression Frame and Cover (Repair Label A)			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
4B	84	EA	Remove Existing Frame and Cover and Install New 1045 Frame with 1040 AGS Cover			
5	28	EA	Apply Epoxy Coat to Interior of Manhole (Repair Label B)			
6	12	EA	Remove Existing Manhole and Install New 48" Diameter Manhole with <u>Watertight</u> Frame and Cover (Repair Label C)			
7	2	EA	Remove Existing Manhole and Install New 48" Diameter Manhole with <u>Vented</u> Frame and Cover (Repair Label D)			
8	25	EA	6-inch Grade Ring (Repair Label E)			
9	10	EA	3-inch Grade Ring (Repair Label F)			
10	20	EA	Repair Existing Vent Pipe (Repair Label G)			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
11	150	EA	Manhole Frame Anchor Kit Complete (Repair Label H)			
12	25	EA	Install New Clean Out Cap			
13	1	EA	Replace Existing Clean Out with New Clean Out Assembly			
14	25	EA	Install Cast Iron Clean Out Cover			
15	1	LS	Max Meadows Lift Station Wet Well Rehabilitation			
16	1	LS	Hagers Spring Road Lift Station Wet Well Rehabilitation			
17	1	LS	Blue Sky Lift Station Wet Well Rehabilitation			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
18	1	LS	Chapman Road Lift Station Wet Well Rehabilitation			
19	1	LS	Reclamation of Disturbed Area (Seeding and Mulching)			
20	20	VF	48" Diameter Manhole Riser			
21	50	TN	Gravel Driveway Repair			
22	64	CF	Concrete Pavement Repair			
23	64	CF	Asphalt Pavement Repair			
24	32	EA	Manhole Protection (complete)			

**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.)**

3.04 *Method of Award [NOTE: Select the proper Method shown below including Alternates if utilized]*

**[Method of Award = Lowest Qualified Bidder (Regular)]**

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.

**[OR]**

**[Method of Award = Lowest Qualified Bidder (Deductive Alternate)]**

If at the time this Contract is to be awarded, the lowest total bid submitted by a qualified, responsive, responsible bidder, as listed in contract does not exceed the amount of funds 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. The Owner may award the contract on the total bid submitted by a qualified, responsive, responsible bidder, less the amount(s) of the deductive alternate(s) subtracted in numerical order to produce the lowest bid within the funds available for financing.

- A. Unit prices have been computed in accordance with paragraph 13.03.A of the General Conditions.
- B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**[OR]**

**[Method of Award - Lowest Qualified Bidder (Additive Alternates)]**

***{Apply in numerical order as in deductive}***

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. Awarding of Additive Alternate(s) will not affect the lowest Bidder. If such bids exceed such amount, the Owner may reject all bids.

The Owner will award the contract on the total base bid amount inclusive or exclusive of alternates as determined by the Owner and submitted by a qualified, responsive, responsible Bidder. The Owner may elect to award any or all of the additive alternates in no particular order.



[OR]

**[Method of Award = Lowest Qualified Bidder (Multiple Contracts)]**

*{Only if Necessary, If one company bids all contracts, they can add a % deduction to their total bid}*

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. The Owner may award the contract on the total bid submitted by a qualified, responsive, responsible bidder after apply the % deduct, if offered, as listed in contract to produce the lowest bid within the funds available for financing

[OR]

**[Method of Award = Lowest Qualified Bidder (Alternate Bids)]**

If at the time this contract is to be awarded, the lowest total bid or either alternate 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. The Owner may award the contract on the total bid or either alternate total bid submitted by a qualified, responsive, responsible bidder less the amount of the deductive alternate as listed in contract to produce the lowest bid within the funds available for financing.

**~~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:~~

<b>Costs</b>	<b>Percent</b>
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.
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)

\_\_\_\_\_

## 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, Division 01, 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. Unit Prices.
- G. Alternates.

#### 1.3 SCHEDULE OF VALUES

- A. Submit printed schedule on Progress Estimate schedule on EJCDC C-620 – Contractor's Application for Payment or Contractor's standard form or electronic media printout will be considered for this use.
- B. Submit Schedule of Values in duplicate within 20 days after date established in Notice to Proceed.
- C. Format: Use the Table of Contents of this Project Manual. Identify each line item with number and title of major Specification Section. Also identify Site mobilization, bonds and insurance, and demobilization.
- 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.

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

1.5 CHANGE PROCEDURES

- A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor’s employ or Subcontractors of changes to the Work.
- B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Engineer of any error, inconsistency, omission, or apparent discrepancy.
- C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Engineer; establish procedures for handling queries and clarifications.
  - 1. Use Request for Information Form for requesting interpretations (provided by Engineer upon request).
  - 2. Engineer may respond with a direct answer on the Request for Information form, separate Engineer Response, EJCDC C-942 - Field Order, or EJCDC C-940 - Work Change Directive Form.
- D. Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on EJCDC C-942 – Field Order.
- E. Engineer may issue Notice of Change including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing



the change with stipulation of overtime Work required and with the period of time during which the requested price will be considered valid. Contractor will prepare and submit estimate within ten (10) days.

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

## 1.6 DEFECT ASSESSMENT

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

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

#### 1.7 MEASUREMENT AND PAYMENT

##### A. General Requirements

- 1. Contractor shall take measurements and compute quantities. 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 Contract unit sum/prices.
  - b. When actual Work requires 25 percent or greater change in quantity than those quantities indicated, Owner or Contractor may claim a Contract Price adjustment.
- 3. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application, or installation of item of the Work; overhead and profit.
- 4. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.

##### B. Measurement of Quantities

- 1. Weigh Scales: Inspected, tested, and certified by applicable West Virginia weights and measures department within past year.
- 2. Platform Scales: Of sufficient size and capacity to accommodate conveying vehicle.

3. Metering Devices: Inspected, tested, and certified by applicable West Virginia department within past year.
4. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel, or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
5. Measurement by Volume: Measured by cubic dimension using mean length, width, and height or thickness.
6. Measurement by Area: Measured by square dimension using mean length and width or radius.
7. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
8. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

C. Unit Price Schedule:

1. Bid Item 1 – Mobilization/Demobilization

- a. This Bid Item shall include the costs associated with the performance of construction preparatory operations, including but not limited to:
  - 1) Moving equipment and personnel to and from the Project Site(s)
  - 2) Paying all bonding costs incurred by the Contractor
  - 3) Unloading and reloading materials and equipment required
  - 4) All costs associated with demobilization
- b. This Bid Item shall also include any and all costs associated with the following Specification Sections:
  - 1) Section 012600 – Contract Modification Procedures
  - 2) Section 013000 – Administrative Requirements
  - 3) Section 013216 – Construction Progress Schedule
  - 4) Section 013300 – Submittal Procedures
  - 5) Section 017000 – Execution and Closeout Requirements
  - 6) Section 017839 – Project Record Documents
- c. Payment shall be made at the lump sum (LS) price Bid for Mobilization/Demobilization, but in no case shall the total lump sum Bid Price exceed five (5) percent of the total Bid.
- d. Partial Payments of the lump sum Bid amount for mobilization/demobilization shall be as follows:
  - 1) One-fourth (1/4) of the amount Bid for Mobilization/Demobilization will be released to the Contractor as the first estimate payable.
  - 2) The second one-fourth (1/4) of the amount Bid for Mobilization/Demobilization can be released with the second estimate payable.
  - 3) The third one-fourth (1/4) of the amount Bid for Mobilization/Demobilization can be released with the third estimate payable.

- 4) The final one-fourth (1/4) of the amount Bid for Mobilization/Demobilization shall be released with the final payment.
  - 5) 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 – Pre-Construction Video of Project Area
  - a. This Bid Item shall include any and all costs associated with the following Specification Section 024010 – Video Recording.
  - b. The cost of this work shall be included in a lump sum bid item. Such payment shall constitute full compensation for labor, materials, equipment, and other costs associated to provide a complete documentation.
  - c. Videotaping shall include the entire construction area affected, including any Contractor secured waste site and material storage or staging areas. The measurement for this Bid Item shall be based on a complete video recording on a DVD, or other approved medium, of the entire project area.
3. Bid Item 3 – Erosion and Sedimentation Controls
  - a. The cost for this Work shall be included in a lump sum bid item and shall include all costs associated with erosion and sedimentation controls including, but not limited to, all materials and labor for installation, maintenance, and removal.
  - b. Erosion and Sediment Control shall include the entire construction area affected as required, including any Contractor secured waste site and material storage or staging areas.
  - c. Payment shall be made at the lump sum (LS) price Bid for Erosion and Sedimentation Controls. 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
4. Bid Item 4A and 4B – Remove Existing Frame and Cover and Install New Watertight Campression Frame and Cover or 1045 Frame with 1040 AGS Cover (Repair Label A)
  - a. This Bid Item shall include all required labor, materials, equipment and all other costs associated with the removal and disposal of existing manhole frame and covers and the installation of new watertight manhole frame and covers including, but not limited to, Infra-Riser or approved equal between frame and cone or grade ring, tools, supplies, and incidentals.
  - b. The measurement under this item shall be per each watertight frame and cover installed.

- c. Manhole frame and cover anchor bolts not included in this line item. Refer to bid item 20 for frame anchor bolt kit.
5. Bid Item 5 – Apply Epoxy Coat to Interior of Manhole (Repair Label B)
- a. This Bid Item shall include all required labor, materials, equipment, and all other costs associated with cleaning and applying polyurethane coating over the interior walls of the manhole, tools, supplies, testing, and incidentals.
    - 1) Apply polyurethane coating on clean interior walls of manhole from floor to top of cone.
    - 2) Cracks and penetrations shall be filled with hydraulic, non-shrink grout prior to applying polyurethane coating.
    - 3) Hydraulic, non-shrink grout shall cure per manufacturer's recommendation for time duration.
  - b. The Epoxy Coat Interior of Manhole under this item shall be measured and paid for at the unit price Bid per each (EA) Epoxy Coat Interior of Manhole as specified in design plans or as directed by the Engineer.
6. Bid Item 6 – Remove Existing Manhole and Install new 48" Diameter Manhole with Watertight Frame and Cover (Repair Label C)
- a. This Bid Item shall include all required labor, materials, equipment, and all other costs associated with excavation and backfill, removal and disposal of existing manhole, and installation of 48-inch pre-cast manhole, and other appurtenances.
  - b. Bid price shall include all labor, equipment, removal and disposal of existing manhole, gravel sub-base, manhole base, steps, cone top, frame, watertight cover, pump around and testing of each.
  - c. Payment shall be made at the per each (EA) price Bid for Remove Existing Manhole Base, Riser, Cone, Frame and Cover and Install new 48" Diameter Manhole Base, Riser, Cone, Watertight Frame and Cover as specified in design plans or as directed by the Engineer.
  - d. Existing manhole and associated materials will be disposed of in accordance with all local, state and federal regulations.
7. Bid Item 7 – Remove Existing Manhole and Install new 48" Diameter Manhole with Vented Frame and Cover (Repair Label D)
- a. This Bid Item shall include all required labor, materials, equipment, and all other costs associated with excavation and backfill, removal and disposal of existing manhole, and installation of 48-inch pre-cast manhole, and other appurtenances.

- b. Bid price shall include all labor, equipment, removal and disposal of existing manhole, gravel sub-base, manhole base, steps, cone top, frame, vented cover, pump around and testing of each.
  - c. Payment shall be made at the per each (EA) price Bid for Remove Existing Manhole Base, Riser, Cone, Frame and Cover and Install new 48" Diameter Manhole Base, Riser, Cone, Vented Frame and Cover as specified in design plans or as directed by the Engineer.
  - d. Existing manhole and associated materials will be disposed of in accordance with all local, state and federal regulations.
- 8. Bid Item 8 – 6-inch Grade Ring (Repair Label E)
  - a. This Bid Item shall include all required labor, materials, equipment, and all other costs associated with installation of 6-inch grade ring, tools, supplies, and incidentals.
    - 1) 6-inch grade ring to be installed with grout prior to drilling bolt holes.
    - 2) Exterior of 6-inch grade ring to be coated with bituminous material.
  - b. Bid prices shall include all labor and materials required to ensure proper installation of 6-inch grade ring.
  - c. Payment shall be made at the per each (EA) price Bid for 6-inch grade ring as specified in design plans or as directed by the Engineer.
- 9. Bid Item 9 – 3-inch Grade Ring (Repair Label F)
  - a. This Bid Item shall include all required labor, materials, equipment, and all other costs associated with installation of 3-inch grade ring, tools, supplies, and incidentals.
    - 1) 3-inch grade ring to be installed with grout prior to drilling bolt holes.
    - 2) Exterior of 3-inch grade ring to be coated with bituminous material.
  - b. Bid prices shall include all labor and materials required to ensure proper installation of 3-inch grade ring.
  - c. Payment shall be made at the per each (EA) price Bid for 3-inch grade ring as specified in design plans or as directed by the Engineer.
- 10. Bid Item 10 – Repair Existing Vent Pipe (Repair Label G)
  - a. This Bid Item shall include all required labor, materials, equipment, and all other costs associated with excavation and backfill, and repair of existing vent pipe.
  - b. Bid price shall include all labor and materials required, including but not limited to, PVC pipe, ball valve, fittings, adhesive, excavation, backfill, and incidental material to make the proper repair.

- c. Payment shall be made at the Each (EA) price Bid for Repair Existing Vent Pipe as specified in design plans or as directed by the Engineer.

11. Bid Item 11 – Manhole Frame Anchor Kit Complete (Repair Label H)

- a. This Bid Item shall include all required labor, materials, equipment, and all other costs associated with the installation of the manhole frame anchor kit including, but not limited to, 0.75” Stainless Steel Expansion anchors, 0.75” Stainless Steel nut and washer, tools, supplies, and incidentals.
- b. Stainless Steel all thread set in manhole with epoxy can be utilized as an approved equal to the expansion anchor. Epoxy shall cure per manufacturer's recommendation prior to tightening nuts.
- c. Stainless Steel all thread or expansion anchors shall be a minimum of 5 inches in length unless grade rings are required. Contractor to apply a minimum of 50 pounds of torque on all manhole frame nuts.
- d. The measurement under this item shall be per each Manhole Frame Anchor Kit installed.
- e. Payment shall be made at the per each (EA) price bid for Manhole Frame Anchor Kit installation as specified in design plans or as directed by the Engineer.

12. Bid Item 12 – Install New Clean Out Cap

- a. This Bid Item shall include all required labor, materials, equipment, and all other costs associated with installing a new clean out cap including, but not limited to, PVC cap, tools, and incidentals.
- b. Bid prices shall include all labor and materials required to ensure proper installation of clean out cap.
- c. Payment shall be made at per each (EA) price Bid for Install New Clean Out Cap as specified in design plans or as directed by the Engineer.

13. Bid Item 13 – Replace Existing Clean Out with New Clean Out Assembly

- a. This Bid Item shall include all required labor, materials, equipment, and all other costs associated with replacing existing clean out with a new clean out assembly, tools, supplies, and incidentals.
  - 1) PVC pipe and fittings to be same type and size as existing pipe and fittings.
  - 2) Pipe and cap to have gasket in place.
- b. Bid prices shall include all labor and materials required to ensure proper installation of clean out cap.
- c. Payment shall be made at the per each (EA) price Bid for Replace Existing Clean Out with New Clean Out Assembly as specified in design plans or as directed by the Engineer.

14. Bid Item 14 – Install Cast Iron Clean Out Cover

- a. This Bid Item shall include all required labor, materials, equipment, and all other costs associated with installation of cast iron clean out covers, tools, supplies, and incidentals.
  - 1) Cast iron clean out cover to be standard VB-1 type “C” or approved equal.
  - 2) Cast iron clean out cover to be installed true and level to finish grade.
- b. Bid prices shall include all labor and materials required to ensure proper installation of cast iron clean out cover.
- c. Payment shall be made at the per each (EA) price Bid for Install Cast Iron Clean Out Cover as specified in design plans or as directed by the Engineer.

15. Bid Item 15 – Max Meadows Lift Station Wet Well Rehabilitation

- a. This Bid Item shall include all required labor, materials, equipment, and all other costs associated with the lift station wet well rehabilitation including, but not limited to, removal of existing parts, cleaning walls and floor, filling cracks and holes with hydraulic non-shrink grout, applying polyurethane coating, repairing pipe penetrations, installing chemical treatment dosage unit and controls, installing pumps, wire, rails, and all parts required for proper operation of lift station, tools, supplies, testing, pump around and incidentals.
- b. Bid price shall include all labor and materials required to ensure wet well rehabilitation. Refer to table for needed repairs for the Max Meadows lift station. Contractor to provide all other material including, but not limited to, pipe, chains, lifting cables, electrical cable, and parts, unless otherwise noted on the table of lift station repairs.
- c. Bid price shall include all labor, materials, controls, and chemical required to ensure proper installation and operation of the chemical treatment of the wet well.
- d. Payment shall be made at the Lump Sum (LS) price bid for Max Meadows Lift Station Wet Well Rehabilitation as specified in design plans or as directed by the Engineer.

16. Bid Item 16 – Hagers Spring Road Lift Station Wet Well Rehabilitation

- a. This Bid Item shall include all required labor, materials, equipment, and all other costs associated with the lift station wet well rehabilitation including, but not limited to, removal of existing parts, cleaning walls and floor, filling cracks and holes with hydraulic non-shrink grout, applying polyurethane coating, repairing pipe penetrations, installing chemical treatment dosage unit and controls, installing pumps, wire, rails, and all parts required for proper operation of lift station, tools, supplies, testing, pump around and incidentals.



- b. Bid price shall include all labor and materials required to ensure wet well rehabilitation. Refer to table for needed repairs for the Hagers Spring Road lift station. Contractor to provide all other material including, but not limited to, pipe, chains, lifting cables, electrical cable, and parts, unless otherwise noted on the table of lift station repairs.
- c. Bid price shall include all labor, materials, controls, and chemical required to ensure proper installation and operation of the chemical treatment of the wet well.
- d. Payment shall be made at the Lump Sum (LS) price bid for Hagers Spring Road Lift Station Wet Well Rehabilitation as specified in design plans or as directed by the Engineer.

17. Bid Item 17 – Blue Sky Lift Station Wet Well Rehabilitation

- a. This Bid Item shall include all required labor, materials, equipment, and all other costs associated with the lift station wet well rehabilitation including, but not limited to, removal of existing parts, cleaning walls and floor, filling cracks and holes with hydraulic non-shrink grout, applying polyurethane coating, repairing pipe penetrations, installing Drum Scrubber, installing pumps, wire, rails, and all parts required for proper operation of lift station, tools, supplies, testing, pump around and incidentals.
- b. Bid prices shall include all labor and materials required to ensure wet well rehabilitation. Refer to table for needed repairs at Blue Sky lift station. Contractor to provide all other material including, but not limited to, pipe, chains, lifting cables, electrical cable, and parts, unless otherwise noted on the table of lift station repairs.
- c. Bid price shall include all labor, materials, hardware, and filter media required to ensure proper installation and operation of the Drum Scrubber. Refer to details for scrubber size and manufacturer.
- d. Payment shall be made at the Lump Sum (LS) price bid for Blue Sky Lift Station Wet Well Rehabilitation as specified in design plans or as directed by the Engineer.

18. Bid Item 18 – Chapman Road Lift Station Wet Well Rehabilitation

- a. This Bid Item shall include all required labor, materials, equipment, and all other costs associated with the lift station wet well rehabilitation including, but not limited to, removal of existing parts, cleaning walls and floor, filling cracks and holes with hydraulic non-shrink grout, applying polyurethane coating, repairing pipe penetrations, installing Drum Scrubber, installing pumps, wire, rails, and all parts required for proper operation of lift station, tools, supplies, testing, pump around and incidentals.

- b. Bid prices shall include all labor and materials required to ensure wet well rehabilitation. Refer to table for needed repairs at Chapman Road lift station. Contractor to provide all other material including, but not limited to, pipe, chains, lifting cables, electrical cable, and parts, unless otherwise noted on the table of lift station repairs.
  - c. Bid price shall include all labor, materials, hardware, and filter media required to ensure proper installation and operation of the Drum Scrubber. Refer to details for scrubber size and manufacturer.
  - d. Payment shall be made at the Lump Sum (LS) price bid for Chapman Road Lift Station Wet Well Rehabilitation as specified in design plans or as directed by the Engineer.
- 19. Bid Item 19 – Reclamation of Disturbed Area (Seeding and Mulching)
  - a. Bid Item shall include the purchase, delivery, and placement of lime, fertilizer, seed, and mulch and its application to all disturbed areas as per the specifications.
  - b. Payment shall be based on lump sum (LS) of Reclamation of Disturbed Area (Seeding and Mulching).
- 20. Bid Item 20 – 48” Diameter Manhole Riser
  - a. This Bid Item shall include all required labor, materials, equipment, and all other costs associated with the installation of a 48” diameter manhole riser including, but not limited to, double 1-inch mastic between seams, tools, supplies, and incidentals.
  - b. Bid prices shall include all labor, equipment and materials required to ensure proper installation of manhole riser.
  - c. Payment shall be made at the per vertical feet (VF) price Bid for 48” Diameter Manhole Riser as agreed upon onsite between contractor and engineer or as directed by the Engineer.
  - d. Height of manhole riser to be field verified prior to ordering riser.
- 21. Bid Item 21 – Gravel Driveway Repair
  - a. This Bid Item shall include all required labor, materials, equipment, and all other costs associated with the gravel driveway repair. Stone for gravel driveway repair shall be a mixture of 0.5-inch to 2-inch in size.
  - b. All costs required for disposal and traffic control shall be included in the unit price. Gravel driveway removal and repair shall be minimized to an area sufficient to

have access to manhole and/or manhole frame. No payment will be made for temporary paving required during construction.

- c. Existing gravel driveway and associated materials will be disposed of in accordance with all local, state, and federal regulations.
- d. Payment shall be based on ton (TN) of Gravel Driveway/Concrete Repair as determined by the Contractor and confirmed by the Engineer. The Engineer has final authority for measured quantity.

22. Bid Item 22 – Concrete Pavement Repair

- a. This Bid Item shall include all required labor, materials, equipment, and all other costs associated with the concrete pavement repair. Concrete shall be 2,000 psi at 28 days.
- b. All costs required for disposal and traffic control shall be included in the unit price. Concrete pavement removal and repair shall be minimized to an area sufficient to have access to manhole and/or manhole frame. No payment will be made for temporary paving required during construction.
- c. Existing concrete pavement and associated materials will be disposed of in accordance with all local, state, and federal regulations.
- d. Payment shall be based on cubic feet (CF) of Concrete Pavement Repair as determined by the Contractor and confirmed by the Engineer. The Engineer has final authority for measured quantity.

23. Bid Item 23 – Asphalt Pavement Repair

- a. This Bid Item shall include all required labor, materials, equipment, and all other costs associated with removal and disposal of existing asphalt pavement, and asphalt pavement repair.
- b. All costs required for disposal and traffic control shall be included in the unit price. Asphalt pavement removal and repair shall be minimized to an area sufficient to have access to manhole and/or manhole frame. No payment will be made for temporary paving required during construction.
- c. Existing asphalt pavement and associated materials will be disposed of in accordance with all local, state, and federal regulations.
- d. Payment shall be based on cubic feet (CF) of asphalt pavement repair as determined by the Contractor and confirmed by the Engineer. The Engineer has final authority for measured quantity.

- a. This Bid Item shall include all required labor, materials, equipment, and all other costs associated with the installation of the Manhole Protection including, but not limited to, 4 x 4 square pressure treated wood post, Yellow exterior paint, tools, supplies, and incidentals.
- b. 4 x 4 posts to be installed per dimensions and locations as shown in the details included in the design set.
- c. 4 x 4 square pressure treated wood post to be dry prior to applying paint.
- d. The measurement under this item shall be per each Manhole Protection (complete) installed. A complete manhole protection installation is defined as two (2) posts installed as shown on the detail in the design set per manhole.
- e. Sewer marker, as shown in the details, shall be a minimum of 73 inches in height and shall be attached to the top of the 4 x 4 post with wood screws. Wood screws to be 2 inches in length (minimum)
- f. Payment shall be made at the per each (EA) price bid for Manhole Protection (complete) installed as specified in design plans or as directed by the Engineer.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012000

"General Decision Number: VA20220009 08/26/2022

Superseded General Decision Number: VA20210009

State: Virginia

Construction Type: Building

Counties: Bland, Buchanan, Carroll, Dickenson, Grayson, Henry, Lee, Patrick, Russell, Tazewell and Wythe Counties in Virginia.

Includes the independent cities of Galax\* and Martinsville\*

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"><li>. Executive Order 14026 generally applies to the contract.</li><li>. 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.</li></ul>
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"><li>. Executive Order 13658 generally applies to the contract.</li><li>. 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.</li></ul>

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
2	08/26/2022

ASBE0024-006 04/01/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 39.27	18.67+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

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ELEC0666-001 03/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 32.44	50.45%

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\* ENGI0147-015 05/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR Bulldozer.....	\$ 28.60	13.05

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\* SUVA2013-018 01/11/2016

	Rates	Fringes
CARPENTER.....	\$ 15.84	1.42
GLAZIER.....	\$ 16.95	2.48
LABORER: Common or General.....	\$ 10.89 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 11.00 **	0.50
PIPEFITTER.....	\$ 20.89	6.63
PLUMBER.....	\$ 18.45	3.05
ROOFER.....	\$ 15.56	3.06
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 17.73	6.44
TRUCK DRIVER: Dump Truck.....	\$ 11.25 **	0.57

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that

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

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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



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

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

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

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

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

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

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END OF GENERAL DECISIO"

"General Decision Number: VA20220025 02/25/2022

Superseded General Decision Number: VA20210025

State: Virginia

Construction Types: Heavy (Heavy and Sewer and Water Line)

Counties: Bland, Carroll, Dickenson, Floyd, Galax\*, Grayson, Henry, Lee, Martinsville\*, Norton\*, Russell, Wise and Wythe Counties in Virginia.

\*INDEPENDENT CITIES

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

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"><li>. Executive Order 14026 generally applies to the contract.</li><li>. 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.</li></ul>
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"><li>. Executive Order 13658 generally applies to the contract.</li><li>. 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.</li></ul>

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

\* SUVA2010-026 09/01/2010

	Rates	Fringes
CARPENTER.....	\$ 9.00 **	0.84
CEMENT MASON/CONCRETE FINISHER...	\$ 11.00 **	1.02
ELECTRICIAN.....	\$ 15.55	2.37
LABORERS		
Common or General.....	\$ 7.64 **	0.51
Flagger.....	\$ 7.25 **	
Pipelayer.....	\$ 7.89 **	
POWER EQUIPMENT OPERATOR:		
Backhoe.....	\$ 10.97 **	0.72
Bulldozer.....	\$ 18.00	
Crane.....	\$ 20.63	7.28
Excavator.....	\$ 11.36 **	1.09
Loader.....	\$ 12.79 **	1.17
TRUCK DRIVER		
Dump Truck.....	\$ 10.61 **	1.03
Off the Road Truck.....	\$ 16.50	

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

for the classifications and rates under that identifier.

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

"General Decision Number: VA20220001 10/07/2022

Superseded General Decision Number: VA20210001

State: Virginia

Construction Type: Heavy Dredging

Counties: Virginia Statewide.

DREDGING CONSTRUCTION PROJECTS (Excluding HOPPER DREDGING)

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"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. 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.</li> </ul>
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"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. 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.</li> </ul>

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
2	10/07/2022

\* ENGI0025-004 10/01/2022

STATEWIDE

	Rates	Fringes
Dredging: (Includes Clamshell Dredges, Hyrdraulic Dredges 20'" and over: Tug Boats)		
CLASS A1.....	\$ 43.94	14.49+a+b
CLASS A2.....	\$ 39.16	14.20+a+b
CLASS B1.....	\$ 38.00	14.13+a+b
CLASS B2.....	\$ 35.77	14.00+a+b
CLASS C1.....	\$ 34.79	13.69+a+b
CLASS C2.....	\$ 33.67	13.62+a+b
CLASS D.....	\$ 27.97	13.28+a+b

CLASSIFICATIONS:

CLASS A1: Deck Captain; Mechanical Dredge Operator,  
Leverman, Licensed Tug Operator over 1000 HP.  
CLASS A2: Crane Operator (360 swing).  
CLASS B1: Derrick Operator (180 swing), Spider/Spill Barge  
Operator, Engineer, Electrician, Chief Welder, Chief Mate,  
Fill Placer, Operator II, Maintenance Engineer, Licensed  
Boat Operator, Licensed Crew Boat Operator.  
CLASS B2: Certified Welder.  
CLASS C1: Mate, Drag Barge Operator, Assistant Fill Placer,  
Welder, Steward.  
CLASS C2: Boat Operator.  
CLASS D: Oiler, Deckhand, Shoreman, Rodman, Scowman, Cook,  
Messman, Porter/Janitor.

INCENTIVE PAY: (Add to Hourly Rate)

Operator (NCCCCO License/Certification) \$1.80 Licensed Tug  
Operator over 1000 HP (Assigned as Master) (USCG licensed  
Master of Towing Vessels (MOTV) \$1.80; Licensed Boat  
Operator (Assigned as lead boat captain) USCG licensed  
boat operator \$1.30; Engineer (QMED and Tankerman  
endorsement or licensed engineer (USCG) \$1.80  
Oiler (QMED and Tankerman endorsement (USCG) \$1.80; All  
classifications (Tankerman endorsement only) USCG \$1.55;  
Deckhand or Mate (AB with Lifeboatman endorsement (USCG)  
\$1.80; All classifications (lifeboatman endorsement only  
(USCG) \$1.55; Welder (ABS certification) \$1.55

FOOTNOTES APPLICABLE TO ABOVE CRAFTS:

a. PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr.'s  
Birthday, Memorial Day, Good Friday, Independence Day,  
Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day  
b. VACATION: Eight percent (8%) of the straight time rate,  
multiplied by the total hours worked.

\* SUVA1994-008 11/01/1994

	Rates	Fringes
Dipper Dredges		
Deckhand.....	\$ 9.50 **	2.96+a
Engineer.....	\$ 14.04 **	2.96+a
Handyman.....	\$ 9.50 **	2.96+a
Launchman.....	\$ 10.12 **	2.96+a
Mate.....	\$ 12.39 **	2.96+a
Oiler.....	\$ 10.12 **	2.96+a



Operator.....	\$ 14.59	**	2.96+a
Rodman.....	\$ 9.50	**	2.96+a
Scowman.....	\$ 9.63	**	2.96+a
Welder.....	\$ 12.78	**	2.96+a

#### Drill Boats

Blaster.....	\$ 13.69	**	2.96+a
Driller.....	\$ 13.69	**	2.96+a
Engineer.....	\$ 14.18	**	2.96+a

#### Hydraulic Dredges Under 20'"

Carpenter.....	\$ 13.14	**	2.96+a
Deckhand.....	\$ 9.50	**	2.96+a
Derrick Operator.....	\$ 13.20	**	2.96+a
Electrician.....	\$ 13.45	**	2.96+a
Engineer.....	\$ 14.18	**	2.96+a
Handyman.....	\$ 9.50	**	2.96+a
Janitor/Porter.....	\$ 9.50	**	2.96+a
Leverman.....	\$ 14.53	**	2.96+a
Mate.....	\$ 12.39	**	2.96+a
Messman.....	\$ 9.32	**	2.96+a
Night Cook.....	\$ 9.50	**	2.96+a
Oiler.....	\$ 10.12	**	2.96+a
Rodman.....	\$ 9.50	**	2.96+a
Second Cook.....	\$ 9.50	**	2.96+a
Shoreman.....	\$ 9.32	**	2.96+a
Spider Barge Operator.....	\$ 12.97	**	2.96+a
Spill Barge Operator.....	\$ 12.97	**	2.96+a
Steward.....	\$ 10.42	**	2.96+a
Tug Deckhand.....	\$ 9.50	**	2.96+a
Tug Master.....	\$ 12.29	**	2.96+a
Tug Mate.....	\$ 11.76	**	2.96+a
Welder.....	\$ 12.78	**	2.96+a

#### Steward Department (On Dipper Dredges)

Cook.....	\$ 9.27	**	2.96+a
Mess Cook.....	\$ 8.74	**	2.96+a
Messman and Janitor.....	\$ 8.61	**	2.96+a

#### Tug Boats (Tending Dipper Dredges)

Assistant Engineer.....	\$ 11.75	**	2.96+a
Cook.....	\$ 9.63	**	2.96+a
Deckhand.....	\$ 9.37	**	2.96+a
Engineer.....	\$ 12.96	**	2.96+a
Tug Master.....	\$ 13.16	**	2.96+a
Tug Mate.....	\$ 11.87	**	2.96+a

#### FOOTNOTES APPLICABLE TO ALL ABOVE CRAFTS:

##### a. PAID HOLIDAYS AND VACATION:

New Year's Day, Memorial Day, Independence Day, Good Friday,  
Labor Day, Thanksgiving Day, and Christmas Day; plus  
vacation contribution of 7% of straight time pay for all  
hours worked.

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

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\*\* Workers in this classification may be entitled to a higher

minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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

#### Union Rate Identifiers

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

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#### 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.

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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END OF GENERAL DECISIO"

"General Decision Number: VA20220094 02/25/2022

Superseded General Decision Number: VA20210094

State: Virginia

Construction Type: Highway

County: Wythe County in Virginia.

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).

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"><li>. Executive Order 14026 generally applies to the contract.</li><li>. 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.</li></ul>
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"><li>. Executive Order 13658 generally applies to the contract.</li><li>. 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.</li></ul>

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

\* SUVA2016-030 07/02/2018

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 16.52	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 19.35	0.00
IRONWORKER, REINFORCING.....	\$ 20.80	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 15.90	0.00
LABORER: Common or General.....	\$ 14.46 **	0.00
LABORER: Pipelayer.....	\$ 16.75	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.53	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.25 **	0.23
OPERATOR: Bulldozer.....	\$ 19.36	0.00
OPERATOR: Crane.....	\$ 26.68	0.00
OPERATOR: Grader/Blade, Includes Finishing.....	\$ 26.13	0.00
OPERATOR: Loader.....	\$ 19.36	0.00
OPERATOR: Mechanic.....	\$ 18.57	0.00
OPERATOR: Milling Machine.....	\$ 21.13	0.00
OPERATOR: PAVEMENT PLANER GROUNDSMEN.....	\$ 14.81 **	0.29
OPERATOR: PAVEMENT PLANER.....	\$ 17.28	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.80	0.00
OPERATOR: Roller (Finishing)....	\$ 15.17	0.00
OPERATOR: Roller.....	\$ 15.85	0.00
OPERATOR: TRACTOR (UTILITY).....	\$ 12.25 **	0.23
OPERATOR: Asphalt Spreader and Distributor.....	\$ 15.95	0.00
PAVEMENT MARKING OPERATOR.....	\$ 19.80	0.00
PAVEMENT MARKING TRUCK DRIVER....	\$ 19.00	0.00
TRAFFIC CONTROL: Flagger.....	\$ 11.45 **	0.00
TRUCK DRIVER : HEAVY 7CY & UNDER.....	\$ 16.69	0.00

TRUCK DRIVER: 1/Single Axle  
Truck.....\$ 15.80                      0.00

TRUCK DRIVER: HEAVY OVER 7  
CY.....\$ 16.69                      0.00

TRUCK DRIVER: MULTI AXLE.....\$ 15.89                      0.00  
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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher  
minimum wage under Executive Order 14026 (\$15.00) or 13658  
(\$11.25). Please see the Note at the top of the wage  
determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
for Federal Contractors applies to all contracts subject to the  
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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  
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PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of  
the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests



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

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

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

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

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

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

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

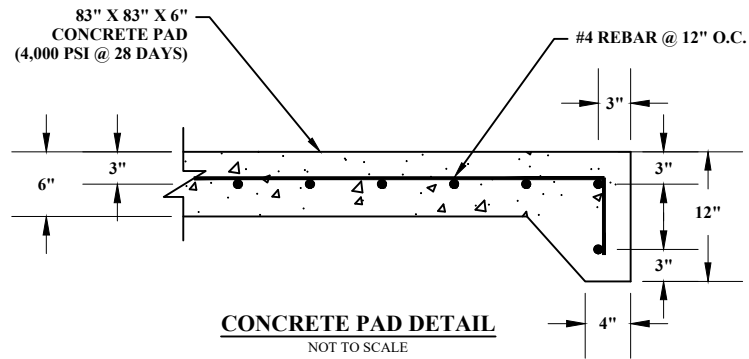
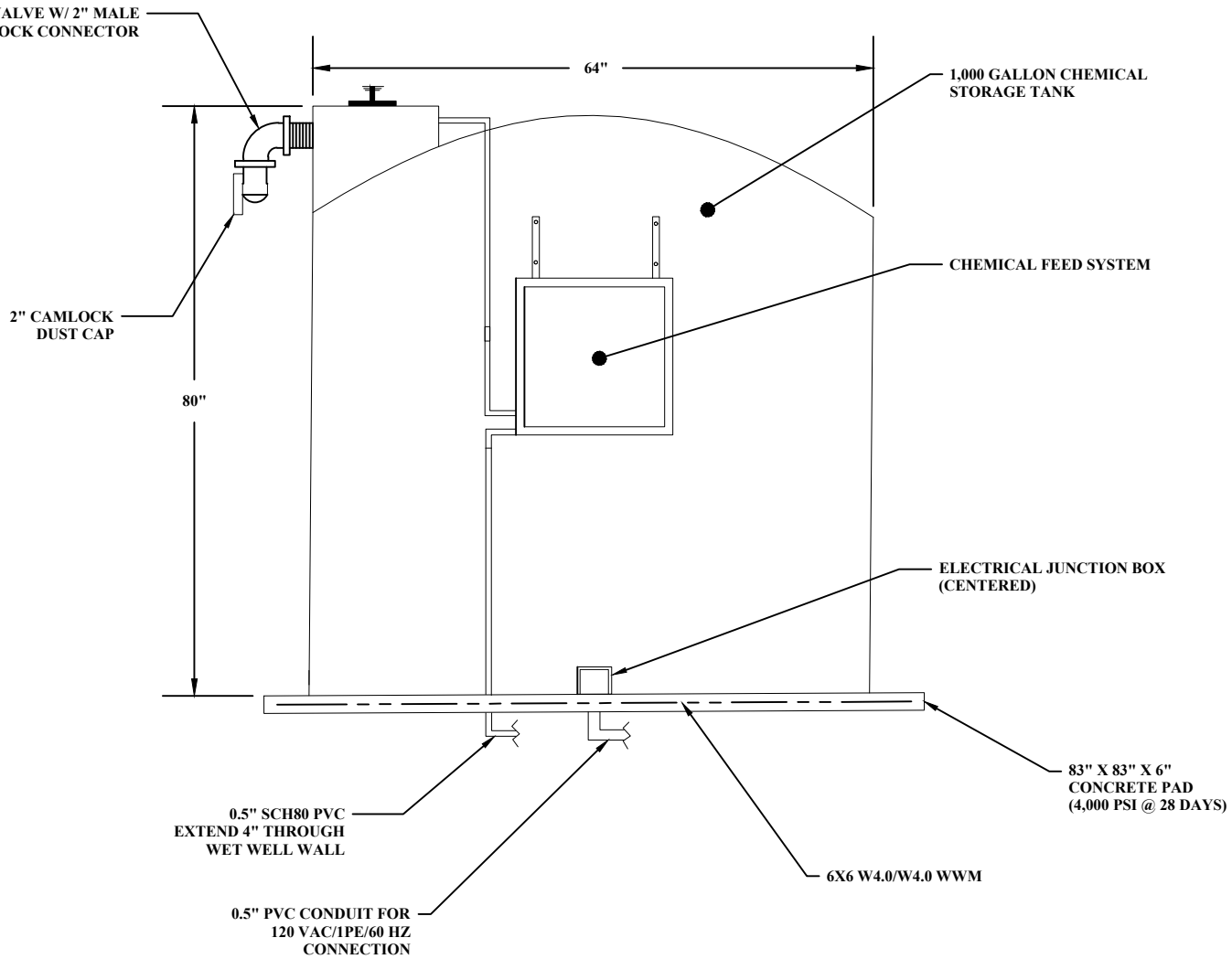
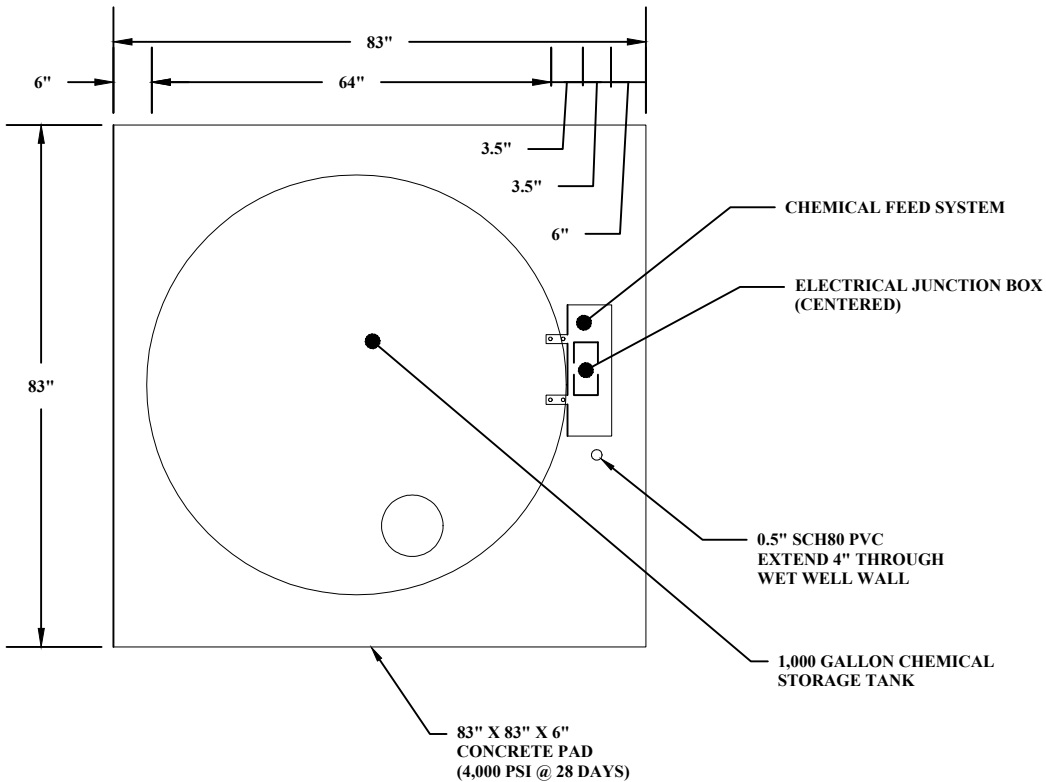
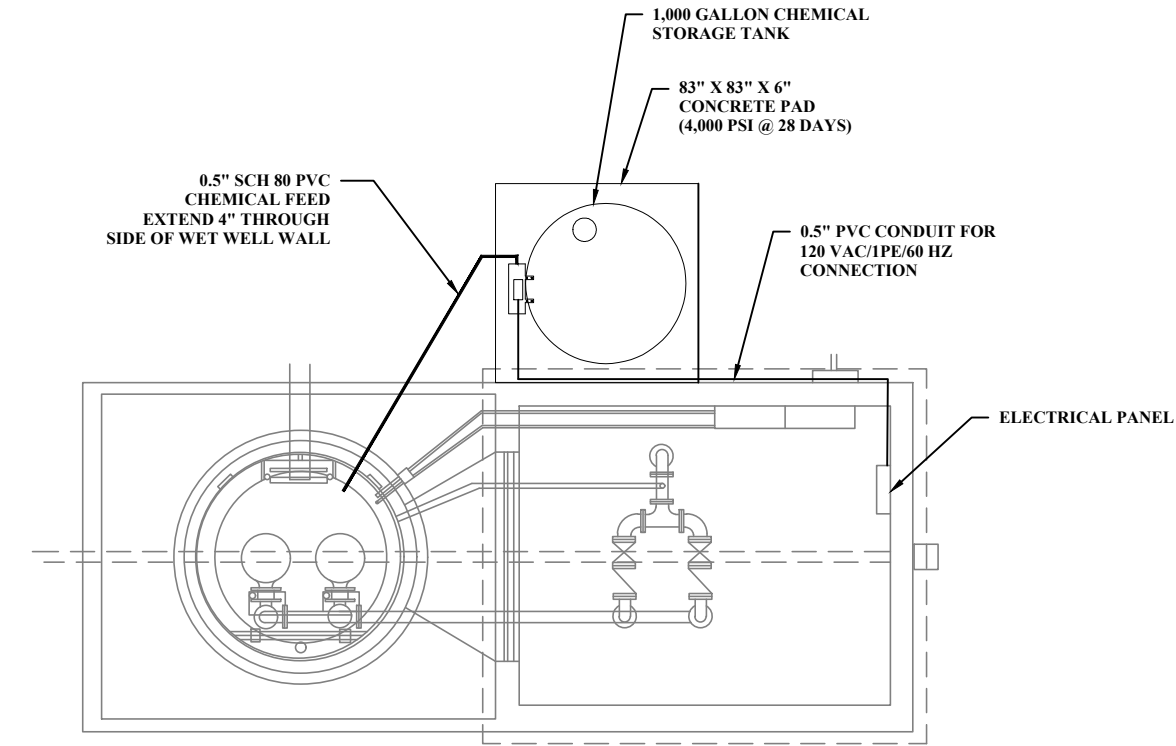
Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

=====

END OF GENERAL DECISIO"

CAD FILE: R:\B20\020-10144-00-Wythe County Max Meadows Collection Sys Improvements-Wythe County Board of Supervisors-Drawing\Lift Station\Lift Station.dwg  
PLOT DATE/TIME: 10/11/2022 3:49 PM  
LAYOUT: Chemical Feed  
USER: Brian S. Wright



- NOTES:**
- CONTRACTOR TO CONFIRM HEIGHT OF ROOF PRIOR TO POURING CONCRETE PAD TO VERIFYING TANK CLEARANCE WHEN INSTALLED.
  - ALL EXISTING CONCRETE, MORTAR, AND/OR BRICK THAT IS DISTURBED DUE TO INSTALLATION OF CHEMICAL SYSTEM SHALL BE REPAIRED TO EQUAL OR BETTER CONDITION.
  - A CERTIFIED ELECTRICIAN SHALL MAKE ALL ELECTRICAL CONNECTIONS TO BUILDING AND SYSTEM JUNCTION BOX.
  - ALL WIRE USED TO CONNECT CHEMICAL FEED SYSTEM TO BUILDING SHALL BE RATED TO HANDLE 120 VAC/1PE/60 HZ. CONTRACTOR TO SUBMIT DOCUMENTATION THAT WIRE MEETS THESE REQUIREMENTS PRIOR TO INSTALLATION.
  - CONCRETE SHALL BE 4,000 PSI @ 28 DAYS.
  - CONTRACTOR TO TEST SYSTEM OPERATION UPON COMPLETION OF INSTALLATION. ENGINEER TO BE NOTIFIED OF THE TIME AND DATE OF TEST.
  - LIFT STATIONS TO RECEIVE CHEMICAL FEED SYSTEM:
    - #1 MAX MEADOWS
    - #2 HAGERS SPRING ROAD
  - DETAILS PROVIDED BY AULICK CHEMICAL SOLUTIONS.

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NO.	BY	DATE	DESCRIPTION
1	SBK	10/11/22	ADDENDUM #1 - REVISED CONCRETE DETAIL & ELECTRICAL

DRAWN: SBK	DATE: OCTOBER 2022
CHECKED: SBK	DATE:
APPROVED: SBK	DATE:
SURVEY DATE:	
SURVEY BY:	
FIELD BOOK No:	

**THRASHER**

155 BLUE ANGEL LANE  
BEAVER WV 25813  
www.thrashereng.com

PHONE (304) 431-7800

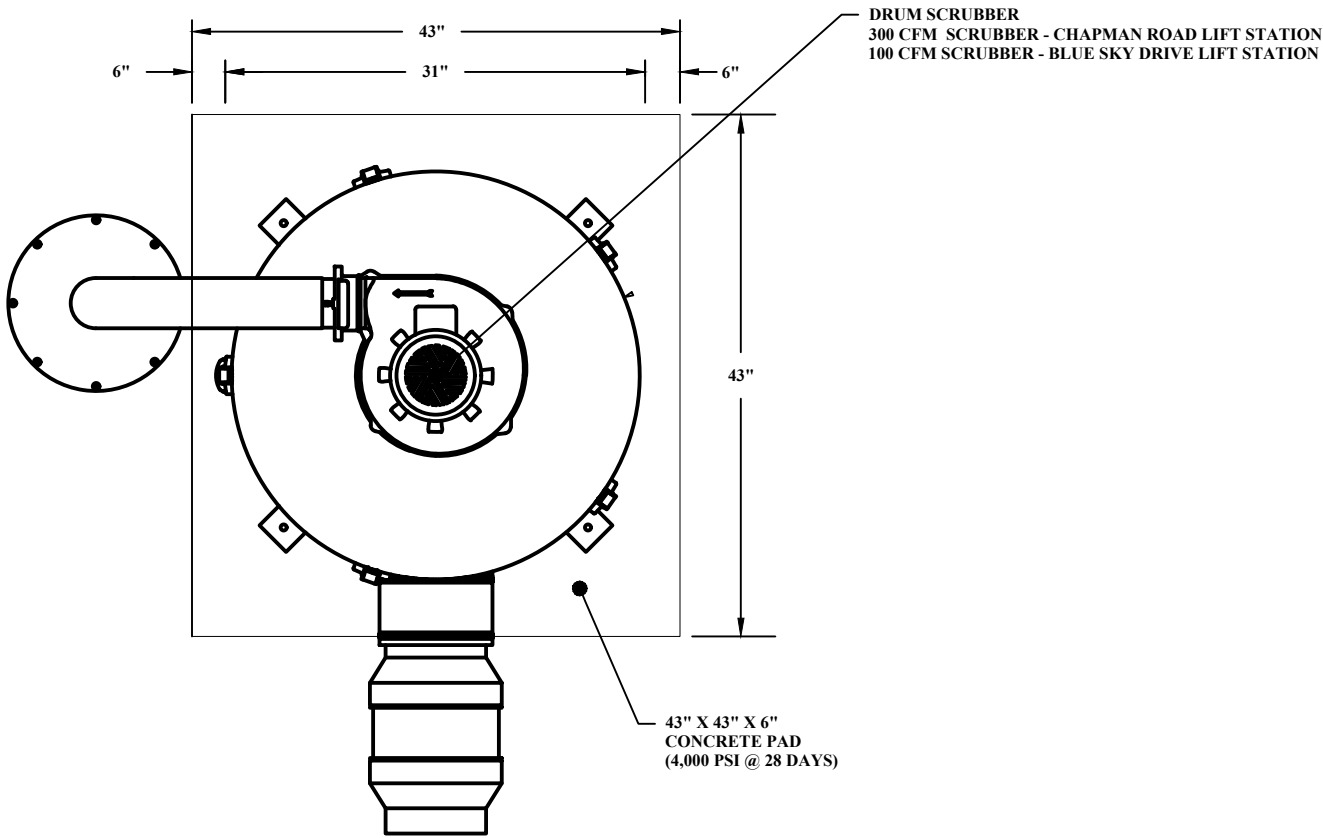
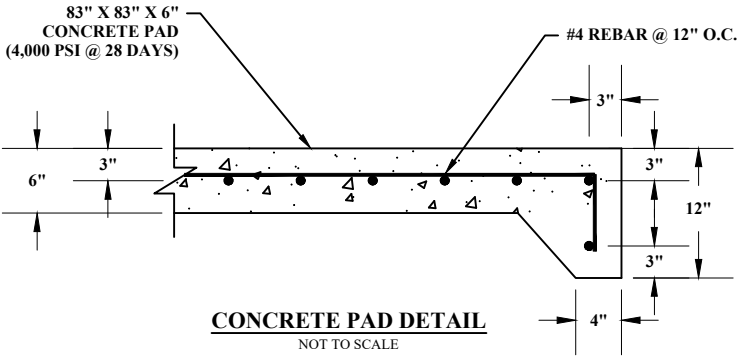
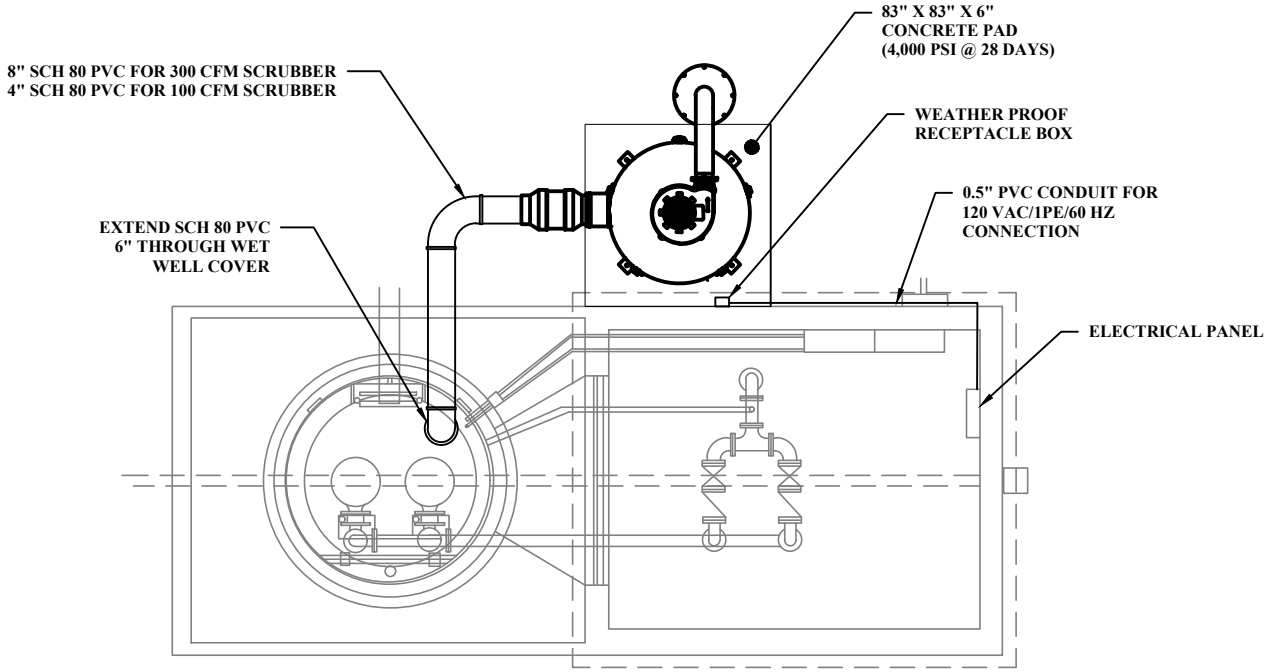
FAX (304) 425-0445

PHASE No.
1
CONTRACT No.
1
PROJECT No.
101-020-10144

WYTHE COUNTY BOARD OF SUPERVISORS  
WYTHE COUNTY, VA  
COLLECTION SYSTEM IMPROVEMENTS  
CHEMICAL FEED SYSTEM DETAILS

SHEET No.
41

CAD FILE: R:\B20\020-10144-00-Wythe County Meadows Collection Sys Improvements-Wythe County Board of Supervisors-Drawing\Lift Station\Lift Station.dwg  
PLOT DATE/TIME: 10/11/2022 3:50 PM  
LAYOUT: Scrubber  
USER: brion s. knight



- NOTES:
- 1. CONTRACTOR TO CONFIRM AND VERIFY PLACEMENT OF SCRUBBER UNIT PRIOR TO POURING CONCRETE PAD.
  - 2. ALL EXISTING CONCRETE, MORTAR, AND/OR BRICK THAT IS DISTURBED DUE TO INSTALLATION OF CHEMICAL SYSTEM SHALL BE REPAIRED TO EQUAL OR BETTER CONDITION.
  - 3. A CERTIFIED ELECTRICIAN SHALL MAKE ALL ELECTRICAL CONNECTIONS TO BUILDING AND SYSTEM JUNCTION BOX. CONTRACTOR TO VERIFY TYPE OF CONNECTION AND/OR RECEPTACLE PRIOR TO INSTALLATION OF WEATHER PROOF JUNCTION OR RECEPTACLE BOX.
  - 4. ALL WIRE USED TO CONNECT DRUM SCRUBBER SYSTEM TO BUILDING SHALL BE RATED TO HANDLE 120 VAC/1PE/60 HZ. CONTRACTOR TO SUBMIT DOCUMENTATION THAT WIRE MEETS THESE REQUIREMENTS PRIOR TO INSTALLATION.
  - 5. CONCRETE SHALL BE 4,000 PSI @ 28 DAYS.
  - 6. CONTRACTOR TO TEST SYSTEM OPERATION UPON COMPLETION OF INSTALLATION. ENGINEER TO BE NOTIFIED OF THE TIME AND DATE OF TEST.
  - 7. LIFT STATIONS TO RECEIVE DRUM SCRUBBER SYSTEM:
    - #3 CHAPMAN ROAD 300 CFM DRUM SCRUBBER UNIT
    - #4 BLUE SKY DRIVE 100 CFM DRUM SCRUBBER UNIT
  - 7. REFER TO SHEETS DET-3 AND DET-4 FOR DRUM SCRUBBER DETAILS.
  - 8. DETAILS PROVIDED BY PURAFIL FILTRATION GROUP.

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1	SBK	10/11/22	ADDENDUM #1 - REVISED CONCRETE DETAIL & ELECTRICAL	
NO.	BY	DATE	DESCRIPTION	

DRAWN: SBK	DATE: OCTOBER 2022
CHECKED: SBK	DATE:
APPROVED: SBK	DATE:
SURVEY DATE:	
SURVEY BY:	
FIELD BOOK No:	

THRASHER

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PHASE No.
1
CONTRACT No.
1
PROJECT No.
101-020-10144

WYTHE COUNTY BOARD OF SUPERVISORS  
WYTHE COUNTY, VA  
COLLECTION SYSTEM IMPROVEMENTS  
DRUM SCRUBBER SYSTEM DETAILS

SHEET No.
42