



COMPLEX PROJECTS
REQUIRE RESOLVE
THRASHER'S GOT IT

**CWVRAA
KANAWHA COUNTY, WEST VIRGINIA**

**YEAGER TERMINAL PARTIAL ROOF AND ROOFTOP UNIT
REPLACEMENT**

ADDENDUM #2

JUNE 12, 2023

THRASHER PROJECT #T60-11075

TO WHOM IT MAY CONCERN:

A Pre-Bid Conference was held on Tuesday, June 6, 2023, on the above-referenced project. The following are clarifications and responses to questions posed by contractors for the above reference project.

A. GENERAL

1. **PROPSOAL LUMP SUM PRICE FORM HAS BEEN REVISED. Please use this revised form when bids are submitted.**
2. Bids will be received until 1:00 p.m. on Thursday, June 15, 2023, at The Thrasher Group, 1000 Corporate Landing, Charleston, WV 25311
3. To join the Bid Opening via Microsoft Teams please follow:
Join on your computer, mobile app or room device [Click here to join the meeting](#)
4. Asbestos Identification by Polarized Light Microscopy Analysis Report is included with this Addendum for your information.
5. Roof core information taken 4/12/2017 is included with this Addendum for your information. This information is provided as reference only. Actual roof makeup shall be verified by Contractor prior to construction.
 - Roof 5 – 6 ½” overall
 - ¾” Built-up Roof System; 1/8” Base sheet; metal deck
6. Wage Rates have been included in this addendum.

B. SPECIFICATIONS

1. DBE Contact Solicitation and Commitment Statement form has been revised to include DBE %.
2. EEO Compliance Statement form has been revised in this addendum.
3. Section 20 Proposal Requirements and Conditions has been revised in the Guidelines for Contract Provisions
4. Section A12 Disadvantaged Business Enterprise within the Guidelines for Contract Provisions have been revised.

C. DRAWINGS

None on this addendum.

D. QUESTIONS AND RESPONSES

QUESTION

1. The spec calls for the face color of the TPO membrane to be black. This isn't an option that is offered by any manufacturer that I know of. Is white TPO acceptable for this project?

RESPONSE

White TPO is acceptable.

QUESTION

2. Section 077100 Section 2.7 Finishes references a 3-coat metallic fluoropolymer finish, but that doesn't seem to be tied to any individual item. All of the fascias/gutters/counterflashings listed have their own finishes tied to them – all called out as 2-coat. Is anything on this job supposed to be a 3-coat metallic finish?

RESPONSE

No. Disregard references to three-coat finish

QUESTION

3. Could the results of the roof core samples taken be provided to the bidders, as well as confirmation that there is no asbestos present in existing roofing or flashings?

RESPONSE

Asbestos report attached to this addendum for reference.

E. CLARIFICATIONS

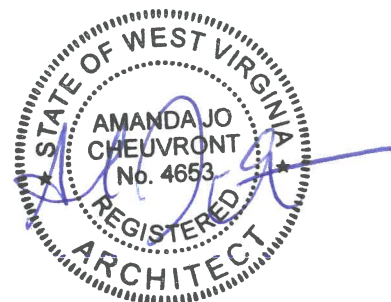
None

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 1:00 p.m. on Thursday, June 15, 2023, at The Thrasher Group, 1000 Corporate Landing, Charleston, WV 25311. Please see the link above to join via Teams. Good luck to everyone and thank you for your interest in the project.

Sincerely,

THE THRASHER GROUP, INC.

AMANDA CHEUVRONT, AIA, NCARB
Project Manager



Yeager Terminal Partial Roof and Rooftop

PROPOSAL LUMP SUM PRICE FORM

GRAND TOTAL OF BID ITEMS

FOR

Yeager Terminal Partial Roof and Rooftop

(Written in Numerals)

(Written in Words)

Alternate #1 – Replacement of additional rooftop units – Add Cost to replace 3 additional rooftop units as indicated on the drawings.

(Written in Numerals)

Alternate #2 – Additional roofing system to be replaced – Add cost to replace an additional 1,055 sq ft area as indicated on the drawings.

(Written in Numerals)

CONTRACTOR:

By:

Signature of Authorized Representative

EQUAL EMPLOYMENT OPPORTUNITY

COMPLIANCE STATEMENT

To meet the requirements of Department of Transportation Regulation, Part 26, as stated in Division 8 of this specification, all bidders will provide evidence of the methods they have used to meet the Disadvantaged Business Enterprises/Joint Venture goals as published in the Sponsor's Minority/Women Business Enterprises Plan and approved by the Department of Transportation. The DBE (MBE & WBE combined) participation goal for this project is <0%>.

All bidders must submit an assurance stating the percentage of Disadvantaged Businesses they intend to employ on this project.

Within a reasonable time after the opening of bids and before the award of a contract, all bidders or proposers wishing to remain in competition for the contract shall submit:

1. Name(s) of Disadvantaged Business Enterprise Joint Venture Subcontractor(s).
2. The WVDOH Certification Number
3. Description of work each is to perform.
4. Dollar value of each proposed Disadvantaged Business/Joint Venture Subcontract.

The Contractor shall use the DBE CONTRACTOR/SOLICITATION AND COMMITMENT STATEMENT form contained on page __ to submit this information.

REQUIRED ASSURANCE TO BE INCLUDED IN ALL BID PROPOSALS

This firm assures that it will utilize not less than nine point eight eight percent (9.88 %) of Disadvantaged Business Enterprise participation.

CERTIFICATION OF BIDDER for the above:

Bidder's Name _____

Address _____

Internal Revenue Service Employer Identification Number _____

NOTE: The penalty for making false statements in offers is prescribed in 18 USC 1001.

Asbestos Identification by Polarized Light Microscopy

Analysis Report



NVLAP LAB CODE: 200718-0

WV License #: LT000552

VA License #: 333 000241

Attn: Nicole Jones
Thrasher Engineering
600 White Oaks Blvd.
Bridgeport, WV 26330

500-B Prestige Park
Hurricane, West
Virginia 25526
Phone: 304-757-5204
Fax: 304-757-5205

Received Date: 4/12/2017

PEC Project #:

Analysis Date: 4/13/2017

Client Project/PO #:

RE: Yeager Airport

PEC LAB #:	CLIENT ID #:	LOCATION:	COLOR:
17WB-10006	Level A		Black/Gray
Texture/Description:	Solid/	Chrysotile: 0%	Tremolite: 0% Anthophyllite: 0%
TOTAL ASBESTOS:	0 %	Amosite: 0%	Actinolite: 0% Crocidolite: 0%
Cellulose: 5%	Fiber Glass: 10%	Others: 0%	Filler/Binder: 85 %

PEC LAB #:	CLIENT ID #:	LOCATION:	COLOR:
17WB-10007	Level B		Black/Brown
Texture/Description:	Solid/	Chrysotile: 0%	Tremolite: 0% Anthophyllite: 0%
TOTAL ASBESTOS:	0 %	Amosite: 0%	Actinolite: 0% Crocidolite: 0%
Cellulose: 5%	Fiber Glass: 20%	Others: 0%	Filler/Binder: 75 %

PEC LAB #:	CLIENT ID #:	LOCATION:	COLOR:
17WB-10008	Level C		Black/Brown
Texture/Description:	Solid/	Chrysotile: 0%	Tremolite: 0% Anthophyllite: 0%
TOTAL ASBESTOS:	0 %	Amosite: 0%	Actinolite: 0% Crocidolite: 0%
Cellulose: 5%	Fiber Glass: 10%	Others: 0%	Filler/Binder: 85 %

PEC LAB #:	CLIENT ID #:	LOCATION:	COLOR:
17WB-10009	Level D		Black/Brown
Texture/Description:	Solid/	Chrysotile: 0%	Tremolite: 0% Anthophyllite: 0%
TOTAL ASBESTOS:	0 %	Amosite: 0%	Actinolite: 0% Crocidolite: 0%
Cellulose: 10%	Fiber Glass: 5%	Others: 0%	Filler/Binder: 85 %

PEC LAB #:	CLIENT ID #:	LOCATION:	COLOR:
17WB-10010	Level E		Black/Brown
Texture/Description:	Solid/	Chrysotile: 0%	Tremolite: 0% Anthophyllite: 0%
TOTAL ASBESTOS:	0 %	Amosite: 0%	Actinolite: 0% Crocidolite: 0%
Cellulose: 10%	Fiber Glass: 10%	Others: 0%	Filler/Binder: 80 %

RE: Yeager Airport

PEC LAB #:	CLIENT ID #:	LOCATION:	COLOR:			
17WB-10011	Level F		Black/Brown			
Texture/Description:	Solid/		Chrysotile: 0%	Tremolite: 0%	Anthophyllite: 0%	
TOTAL ASBESTOS:	0 %		Amosite: 0%	Actinolite: 0%	Crocidolite: 0%	
Cellulose: 5%		Fiber Glass: 10%	Others: 0%		Filler/Binder: 85 %	

PEC LAB #:	CLIENT ID #:	LOCATION:	COLOR:			
17WB-10012	Level H		Black/Brown			
Texture/Description:	Solid/		Chrysotile: 0%	Tremolite: 0%	Anthophyllite: 0%	
TOTAL ASBESTOS:	0 %		Amosite: 0%	Actinolite: 0%	Crocidolite: 0%	
Cellulose: 5%		Fiber Glass: 15%	Others: 0%		Filler/Binder: 80 %	

PEC LAB #:	CLIENT ID #:	LOCATION:	COLOR:			
17WB-10013	Level I		Black/Brown			
Texture/Description:	Solid/		Chrysotile: 0%	Tremolite: 0%	Anthophyllite: 0%	
TOTAL ASBESTOS:	0 %		Amosite: 0%	Actinolite: 0%	Crocidolite: 0%	
Cellulose: 5%		Fiber Glass: 15%	Others: 0%		Filler/Binder: 80 %	

PEC LAB #:	CLIENT ID #:	LOCATION:	COLOR:			
17WB-10014	Level J		Black/Brown			
Texture/Description:	Solid/		Chrysotile: 0%	Tremolite: 0%	Anthophyllite: 0%	
TOTAL ASBESTOS:	0 %		Amosite: 0%	Actinolite: 0%	Crocidolite: 0%	
Cellulose: 10%		Fiber Glass: 15%	Others: 0%		Filler/Binder: 75 %	

PEC LAB #:	CLIENT ID #:	LOCATION:	COLOR:			
17WB-10015	Level K		Black/Brown			
Texture/Description:	Solid/		Chrysotile: 0%	Tremolite: 0%	Anthophyllite: 0%	
TOTAL ASBESTOS:	0 %		Amosite: 0%	Actinolite: 0%	Crocidolite: 0%	
Cellulose: 10%		Fiber Glass: 15%	Others: 0%		Filler/Binder: 75 %	

PEC LAB #:	CLIENT ID #:	LOCATION:	COLOR:			
17WB-10016	Level L		Black/Brown			
Texture/Description:	Solid/		Chrysotile: 0%	Tremolite: 0%	Anthophyllite: 0%	
TOTAL ASBESTOS:	0 %		Amosite: 0%	Actinolite: 0%	Crocidolite: 0%	
Cellulose: 10%		Fiber Glass: 15%	Others: 0%		Filler/Binder: 75 %	

PEC LAB #:	CLIENT ID #:	LOCATION:	COLOR:			
17WB-10017	Level M		Black			
Texture/Description:	Solid/		Chrysotile: 0%	Tremolite: 0%	Anthophyllite: 0%	
TOTAL ASBESTOS:	0 %		Amosite: 0%	Actinolite: 0%	Crocidolite: 0%	
Cellulose: 2%		Fiber Glass: 20%	Others: 0%		Filler/Binder: 78 %	

RE: Yeager Airport

Analytical Method: Polarized light microscopy using dispersion staining (EPA-600/M4-82-020). PLM should not be used to demonstrate the absence of asbestos in floor tiles. All samples will be held for sixty (60) days unless otherwise requested. This report relates only to items tested and makes no statement as to the contents of surrounding materials. Multi-layered material which have distinct and separable layers shall be reported separately. This report shall not be reproduced, except in full, without written permission. The results of this report should not be used as an endorsement for NVLAP or any other government agency.

Analyzed by: _____
Jamell Hart

Section 20 Proposal Requirements and Conditions

20-01 ADVERTISEMENT (Notice to Bidders).

NOTICE IS HEREBY GIVEN that the Central West Virginia Regional Airport Authority will receive proposals for **Yeager Terminal Partial Roof and Rooftop 1:00 p.m.** The proposals will be reviewed for qualifications and acceptable proposals will be publicly opened and read aloud at the **The Thrasher Group, 1000 Corporate Landing, Charleston, Thursday, June 15, 2023.**

For included work:

The specifications and other contract documents are on file and open to the public for inspection during normal business hours at the office of the OWNER, Central West Virginia Regional Airport Authority, 100 Airport Road, Suite 175, Charleston, WV 25311. The prospective Bidder is encouraged to contact The Thrasher Group, Inc for information on where the documents are located within their office and any special procedures for accessing the documents. A download link for the contract documents will be provided by the Engineer.

Bids shall be prepared and submitted on the prescribed forms in accordance with instructions contained in the Instructions to Bidders and General Provisions (Section 20) Divisions of the Project Manual. The Central West Virginia Regional Airport Authority expressly reserves the right to accept or reject any or all bids or to waive any informalities in the same. Each bidder must deposit with his/her proposal a bid security in an amount equal to at least 5% of the Base Bid. Said security shall be in the form and subject to the conditions given in Section 20 of the General Provisions. No bidder may withdraw his/her bid within <90> days after the actual date of the opening thereof. Successful bidders must enter into the Agreement and furnish a Contract Bond and evidence of required insurance within <10> days after notification acceptance of such proposals, all as more specifically required in the Contract Documents. If an OCIP program is instituted under this contract, the contractor will be provided a reasonable time period to provide the documentation.

Wages as predetermined by the US Secretary of Labor and included in the specifications and contract documents and/or addenda thereto shall be used by the CONTRACTOR in paying labor in connection with the work under this contract. All work under this contract shall be subject to the regulations contained in Division 8 of the Project Manual. The Central West Virginia Regional Airport Authority, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 26, Nondiscrimination in Federally-assisted programs of the Department of Transportation, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Central West Virginia Regional Airport Authority is committed to assuring that small business concerns owned and controlled by socially and Economically Disadvantaged Individuals (DBE) are included in projects it sponsors. Overall goals have been established as 0% for Disadvantaged Business Enterprises for the fiscal year 2022 The Central West Virginia Regional Airport Authority is committed to meeting this goal on all services provided, and the CONTRACTOR is expected to put every effort forward to meet the above DBE goal. Proposals must include the percentage involvement of Disadvantaged Business Enterprises along with the names of the firms involved, and the completed certification.

20-02 QUALIFICATION OF BIDDERS. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening. Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 CONTENTS OF PROPOSAL FORMS. The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

The plans, specifications, and other documents designated in the proposal form shall be considered a part of the proposal.

A pre-bid conference will be conducted to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. The time, date, and location of the meeting are indicated in other parts of this specification.

20-04 ISSUANCE OF PROPOSAL FORMS. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 INTEENGINEERETATION OF ESTIMATED PROPOSAL QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities,

or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

20-07 PREPARATION OF PROPOSAL. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 RESPONSIVE AND RESPONSIBLE BIDDER. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 IRREGULAR ENGINEER PROPOSALS. Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 BID GUARANTEE. Each separate proposal shall be accompanied by a certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such check, or collateral, shall be made payable to the Owner. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other

negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

20-11 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-12 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by email before the time specified for opening bids for envelope 2 (two). Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 PUBLIC OPENING OF PROPOSALS. Proposals for envelope 2 (two) shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

- a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- c. If the bidder is considered to be in "default" for any reason specified in the subsection 20-04 titled ISSUANCE OF PROPOSAL FORMS of this section.
- d. Envelope 1 of the proposal is deemed Not Acceptable by the OWNER.

20-15 DISCREPANCIES AND OMISSIONS. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

A12 DISADVANTAGED BUSINESS ENTERPRISE

A12.1 SOURCE

49 CFR Part 26

A12.2 APPLICABILITY

A Sponsor that anticipates awarding \$250,000 or more in AIP funded prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (49 CFR § 26.21). The approved DBE program will identify a 3-year overall program goal that the Sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project (49 CFR § 26.45).

Contract Types – Sponsors with a DBE program on file with the FAA must include the following provisions, if applicable:

- 1) Clause in all solicitations for proposals for which a contract goal has been established,
- 2) Clause in each prime contract, and
- 3) Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

Use of Provision –

1. *Solicitations with a DBE Contract Goal* – No mandatory language provided. 49 CFR §26.53 requires a Sponsor's solicitation to address what a contractor must submit on proposed DBE participation. The language of A12.3.1 is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully satisfy these requirements. The Sponsor may require the contractor's submittal on proposed DBE participation either at bid opening as a matter of responsiveness or within five days of bid opening as a matter of responsibility.
2. *Solicitations Relying on Race/Gender Neutral Means* – No mandatory language provided. The language of A12.3.2 is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully satisfy requirements for a Sponsor that is not applying a project specific contract goal but is covered by a DBE program on file with the FAA.
3. *Assurance for Contracts Covered by DBE Program* – **MANDATORY TEXT PROVIDED.** Sponsors must incorporate this language if they have a DBE program on file with the FAA. This includes projects where DBE participation is obtained through race/gender neutral means (i.e., no DBE contract goal). Section 26.13 of 49 CFR establishes mandatory language for contractor assurance. The Sponsor must not modify the language. Part 26 of 49 CFR requires Sponsors ensure this clause also flows down into subcontracts (i.e., must be included verbatim in subcontracts).

4. *Prompt Payment for Contracts Covered by DBE Program* – No mandatory language provided. Section 26.29 of 49 CFR requires Sponsors to include a contract clause requiring prompt payment to subcontractors no later than thirty (30) days after the prime contractor receives payment from the Sponsor. The requirement applies to all subcontractors, not just DBEs. The prompt payment language of A12.3.3 is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, such as a specific clause identified in the Sponsor’s approved DBE program plan, the Sponsor’s revised language must fully satisfy these requirements.
5. *Termination of DBE Subcontractors on Contracts with a DBE Contract Goal* - No mandatory language provided. Section 26.53 of 49 CFR prohibits unauthorized removal or replacement of DBE firms listed in response to a solicitation that had a DBE contract goal and sets forth the specific enforcement mechanism recipients must include in prime contracts. The language of A12.3.3 is acceptable to the FAA in meeting the intent of this requirement.
6. Sponsors that are not required to have a DBE program on file with the FAA are not required to include DBE provisions and clauses.

A12.3 REQUIRED PROVISIONS

A12.3.1 Solicitation Language (Solicitations that include a Contract Goal)

Bid Information Submitted as a matter of responsiveness:

The Owner’s award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner’s project goal
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

A12.3.2 Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Central WV

Regional Airport Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

A12.3.3 Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13; mandatory text provided) –

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;

- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from CWVRAA. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CWVRAA. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –

The prime contractor must not terminate a DBE subcontractor listed in response to [include Solicitation paragraph number where paragraph 12.3.1, Solicitation Language appears] (or an approved substitute DBE firm) without prior written consent of CWVRAA. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent CWVRAA. Unless CWVRAA consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

CWVRAA may provide such written consent only if CWVRAA agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to CWVRAA its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to CWVRAA of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why CWVRAA should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), CWVRAA may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

"General Decision Number: WV20230038 04/14/2023

Superseded General Decision Number: WV20220038

State: West Virginia

Construction Type: Building

County: Kanawha County in West Virginia.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 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 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 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 2023.

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/27/2023

2 02/03/2023
3 02/17/2023
4 04/14/2023

ASBE0002-002 08/01/2022

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

BOIL0667-005 01/01/2021

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

BRWV0009-006 12/01/2021

	Rates	Fringes
BRICKLAYER Bricklayer & Brick Pointer/Caulker/Cleaner.....	\$ 30.15	25.24

BRWV0009-007 12/01/2021

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

BRWV0009-008 12/01/2021

	Rates	Fringes
MASON - STONE.....	\$ 30.15	25.24

* BRWV0015-014 06/01/2022

	Rates	Fringes
TILE FINISHER.....	\$ 25.01	22.04

CARP0439-003 12/01/2022

	Rates	Fringes
CARPENTER (Including Drywall Hanging, Form Work, Scaffold Builder and Floor Laying - Carpet, Hardwood, Resilient and Vinyl).....	\$ 31.26	25.05

CARP0443-009 05/01/2021

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

ELEC0466-010 06/01/2022

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring).....	\$ 38.50	22.19

ENGI0132-011 12/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
GROUP 1.....	\$ 44.56	21.15
GROUP 2.....	\$ 44.21	21.15
GROUP 3.....	\$ 43.21	21.15
GROUP 4.....	\$ 32.71	21.15

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

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

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

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

IRON0549-006 12/01/2022

	Rates	Fringes
IRONWORKER (Ornamental).....	\$ 35.19	25.66

IRON0787-004 06/01/2022

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

LAB01353-005 12/01/2020

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 24.16	17.25
GROUP 2.....	\$ 24.78	17.25
GROUP 3.....	\$ 25.62	17.25

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

GROUP 2: Bobcat Operator (Clean up/Demolition), Chipping Guns, Concrete Saw (Hand Held/Walk Behind), Concrete Worker, Fence Erection, Grade Checker, Jack Hammer, Mason Tender-Brick, Mason Tender-Cement/Concrete, Mortar Mixer, Scaffold Builder (Brick and Masonry), Skytrak Forklift Operator, Tamper (Hand Held), Wacker Roller Operator

GROUP 3: Pipelayer

PAIN0970-008 12/01/2022

Rates	Fringes
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PAINTER (Drywall Finishing/Taping; Brush, Roller and Spray).....	\$ 30.85	17.80

PAIN1195-002 12/01/2022		
	Rates	Fringes
GLAZIER.....	\$ 32.00	12.22

PLAS0926-010 06/01/2018		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.63	21.26
PLASTERER.....	\$ 30.06	20.36

PLAS0926-011 06/01/2018		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.63	21.26
PLASTERER (EIFS).....	\$ 30.06	20.36

PLUM0083-004 07/01/2022		
	Rates	Fringes
PIPEFITTER.....	\$ 34.02	36.89

PLUM0565-004 07/01/2022		
	Rates	Fringes
PLUMBER.....	\$ 38.40	31.08

ROOF0034-003 05/01/2022		
	Rates	Fringes
ROOFER.....	\$ 29.75	15.96

SHEE0033-013 12/01/2020		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 31.32	25.55

TEAM0175-005 10/01/2020		
	Rates	Fringes
Truck drivers:		
GROUP 2.....	\$ 29.81	18.55
GROUP 3.....	\$ 29.96	18.55

TRUCK DRIVER CLASSIFICATIONS

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

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

* UAVG-WV-0026 01/01/2019

	Rates	Fringes
LABORER (Power Tool Operator)....	\$ 23.10	16.75

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

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

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

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

Union Rate Identifiers

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

2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

"General Decision Number: WV20230069 05/26/2023

Superseded General Decision Number: WV20220069

State: West Virginia

Construction Type: Heavy

County: Kanawha County in West Virginia.

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 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 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 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 2023.

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	02/03/2023
2	05/26/2023

* ASBE0080-003 02/27/2023

	Rates	Fringes
INSULATOR - PIPE & PIPEWRAPPER...	\$ 34.50	29.27

CARP0302-001 12/01/2020		

	Rates	Fringes
CARPENTER (Includes Form Work; Excludes Scaffold Builder).....	\$ 29.00	22.41

CARP0443-008 05/01/2021		

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

CARP1207-003 12/01/2020		

	Rates	Fringes
CARPENTER (Scaffold Builder Only).....	\$ 29.00	22.41

ENGI0132-023 12/01/2022		

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
GROUP 1.....	\$ 39.95	19.55
GROUP 2.....	\$ 37.19	19.55
GROUP 3.....	\$ 36.08	19.55

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane (Tower), Loaders of six (6) cubic yard capacity and over, Excavators with an operating weight of one hundred ten thousand (110,000) pounds and over.

GROUP 2: Loaders up to six (6) cubic yard capacity, Backhoe, Compactor, Forklift, Grader/Blade, Mechanic, Excavators with an operating weight of up to one hundred ten thousand (110,000) pounds, Tractor, Trencher.

GROUP 3: Roller.

	Rates	Fringes

ENGI0132-028 12/01/2022		
PIPELINE: Operator-Excavator....	\$ 37.19	19.55

IRON0549-011 12/01/2022		

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 35.19	25.66

IRON0787-005 06/01/2022		

Rates	Fringes
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IRONWORKER, REINFORCING AND
STRUCTURAL.....\$ 31.50 23.75

LAB00379-030 12/01/2020

Rates Fringes

LABORER:

GROUP 1.....\$ 26.32 16.50
GROUP 2.....\$ 25.26 16.50

GROUP 1: Asphalt Raker, Chain Saw, Concrete Saw(Hand Held/Walk Behind), Concrete Worker, Hand Held Drill, Pipelayer

GROUP 2: Carpenter Tender, Common or General, Flagger

LAB01353-007 12/01/2021

Rates Fringes

LABORER:

Air Tool Operator.....\$ 26.32 16.50
Grade Checker.....\$ 26.32 16.50
Mason Tender-
Cement/Concrete.....\$ 26.32 16.50
Wacker Roller Operator.....\$ 26.32 16.50

PAIN1144-006 12/01/2022

Rates Fringes

PAINTER: Spray.....\$ 32.62 17.55

PLAS0926-001 06/01/2018

Rates Fringes

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

TEAM0175-007 12/07/2015

Rates Fringes

TRUCK DRIVER

GROUP 1.....\$ 27.12 16.60
GROUP 2.....\$ 27.91 16.60
GROUP 3.....\$ 28.59 16.60

GROUP 1: Single Axle Trucks used as Dumps, Pick-up trucks.

GROUP 2: Tandem and Tri-Axle Trucks used as Dumps, Truck tractors used in combination with Dump, Flatbed Truck.

GROUP 3: Off the Road Trucks, Rear Dump Trucks, Articulating Dumps, Tractor Haul Truck

* UAVG-WV-0013 01/01/2019

Rates Fringes

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

* UAVG-WV-0022 01/01/2019

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

SUVW2012-067 08/13/2012

	Rates	Fringes
ELECTRICIAN.....	\$ 28.70	17.12
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 25.28	14.99
OPERATOR: Boom.....	\$ 28.71	11.59
OPERATOR: Bulldozer.....	\$ 23.98	13.10
OPERATOR: Crane.....	\$ 25.43	13.10
OPERATOR: Oiler.....	\$ 21.44	14.42
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 24.39	15.50
PILEDRIVERMAN.....	\$ 25.05	8.33

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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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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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.

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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"