

PEA RIDGE PUBLIC SERVICE DISTRICT CABELL COUNTY, WEST VIRGINIA

CONTRACT #2 – "A" PLANT TO JACQUELINE HEIGHTS SANITARY SEWER EXTENSION

ADDENDUM #2

OCTOBER 2, 2023

THRASHER PROJECT #020-1392

TO WHOM IT MAY CONCERN:

This addendum has been issued to correct the Pea Ridge Public Service District's address on the Payment Bond and provide clarifications to the above referenced project.

A. GENERAL

- 1. The attached Payment Bond has been revised with the correct address for the Pea Ridge Public Service District.
- 2. Wage Rates (Heavy, Highway and Building) are included with this Addendum #2. YOU MUST USE THE ATTACHED WAGE RATES INCLUDED WITH THIS ADDENDUM #2 WHEN PREPARING YOUR BID PACKAGE.

B. SPECIFICATIONS

NOT APPLICABLE

C. DRAWINGS

- 1. **REPLACE** Sheet 10 included with this Addendum.
- 2. **REPLACE** Sheet 10A included with this Addendum.

D. QUESTIONS AND RESPONSES

NOT APPLICABLE

E. CLARIFICATIONS

1. The Drawings have been revised to adjust the forcemain tie-in location associated with Contract #1.

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 11:00 AM on Tuesday, October 10, 2023, at Pea Ridge Service District Operations Building, 500 Nova Street, Huntington, WV. Good luck to everyone and thank you for your interest in the project.

Sincerely,

THE THRASHER GROUP, INC.

Isaac Fadiga, P.E. Project Engineer



PAYMENT BOND

Contractor	Surety		
Name: [Full formal name of Contractor]	Name: [Full formal name of Surety]		
Address (principal place of business):	Address (principal place of business):		
[Address of Contractor's principal place of	[Address of Surety's principal place of business]		
business]			
Owner	Contract		
Name: Pea Ridge Public Service District	Description (name and location):		
Mailing address (principal place of business):	Contract #2 – "A" Plant to Jacqueline Heights		
500 Nova Street	Sanitary Sewer Extension		
Huntington, WV 25705			
	Contract Price: [Amount, from Contract]		
	Effective Date of Contract: [Date, from Contract]		
Bond			
Bond Amount: [Amount]			
Date of Bond: [Date]			
(Date of Bond cannot be earlier than Effective Date of Contract)			
Modifications to this Bond form:			
□ None □ See Paragraph 18	d hereby, subject to the terms set forth in this Payment		
Bond, do each cause this Payment Bond to be duly			
representative.	enceuted by an administrated officer, agent, or		
Contractor as Principal	Surety		
(Full formal name of Contractor)	(Full formal name of Surety) (corporate seal)		
By:	By:		
(Signature)	(Signature)(Attach Power of Attorney)		
Name:	Name:		
(Printed or typed)	(Printed or typed)		
	(1 timea of typea)		
Title:	Title:		
Title:	Title:		
	, , , , , , , , , , , , , , , , , , ,		
Title: Attest: (Signature)	Title: Attest: (Signature)		
Title: Attest:	Title: Attest:		
Title: Attest: (Signature) Name:	Title: Attest: (Signature) Name:		

- 1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- 2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- 3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
- 4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
- 5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
- 6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
- 7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

- 8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
- 9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
- 11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
- 14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
- 15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

- 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;
 - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 16.1.7. The total amount of previous payments received by the Claimant; and
- 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. Claimant—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
- 17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
- 18. Modifications to this Bond are as follows: **None.**

WAGE RATES

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"General Decision Number: WV20230035 08/25/2023

Superseded General Decision Number: WV20220035

State: West Virginia

Construction Type: Building

County: Cabell 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 | Executive Order 14026
into on or after January 30, | generally applies to the |
2022, or the contract is | contract.
renewed or extended (e.g., an |. The contractor must pay
option is exercised) on or | all covered workers at
after January 30, 2022:
                           | 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. Executive Order 13658
or between January 1, 2015 and generally applies to the
January 29, 2022, and the
                           contract.
|contract is not renewed or |. The contractor must pay all|
extended on or after January | covered workers at least |
                      | $12.15 per hour (or the
30, 2022:
                   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 04/14/2023 3 08/25/2023	
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	
BRWV0005-002 06/01/2022	
Rates Fringes	
BRICK POINTER/CAULKER/CLEANER\$ 31.16 BRICKLAYER\$ 31.16 27.26	27.26
BRWV0005-005 06/01/2022	
Rates Fringes	
MASON - STONE\$ 31.16 27.26	
BRWV0005-006 06/01/2022	
Rates Fringes	
TILE SETTER\$ 31.16 27.26	
BRWV0015-014 06/01/2022	
Rates Fringes	
TILE FINISHER\$ 25.01 22.04	

CARP0439-006 06/01/2022

CARPENTER (Including Drywall	
Hanging, Form Work and Floor	
Laying - Carpet, Hardwood,	
Resilient and Vinyl)\$30.99	25.22

ELEC0317-003 05/30/2022

Rates Fringes

ELECTRICIAN.....\$ 35.85 28.25

ENGI0132-010 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, Roller

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IRON0549-006 12/01/2022

Rates Fringes

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

IRON0769-009 06/01/2022

Rates Fringes

IRONWORKER (Reinforcing and

Structural)

ZONE 1:	\$ 33.77	27.69
ZONE 2:	\$ 34.11	27.69
ZONE 3:	\$ 35.71	27.69

ZONE 1: 0-10 miles from Union Hall ZONE 2: 10-50 miles from Union Hall ZONE 3: 50 miles & over from Union Hall

LABO0543-006 06/01/2020

Rates Fringes

LABORER.....\$ 25.41 16.75

LABORER CLASSIFICATIONS

Carpenter Tender, Common or General, Concrete Saw (Hand Held/Walk Behind), Concrete Worker, Demolition, Grade Checker, Jack Hammer, Landscape, Mason Tender-Brick, Mason Tender-Cement/Concrete, Mortar Mixer, Motorized Buggy Operator, Pipelayer, Scaffold Builder (Brick and Masonry), Skytrak Forklift Operator, Tamper (Hand Held), Water Boy, Wacker Roller Operator

PAIN0970-008 12/01/2022

Rates Fringes

PAINTER (Drywall Finishing/Taping; Brush,

Roller and Spray).....\$ 30.85

PAIN1195-002 12/01/2022

Rates Fringes

GLAZIER.....\$ 32.00 12.22

PLAS0926-006 06/01/2018

Rates Fringes

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

* PLUM0083-004 07/01/2023

Rates Fringes

PIPEFITTER.....\$ 35.94 37.35

PLUM0565-004 07/01/2022

Rates Fringes

* ROOF0034-003 05/01/2023

Rates Fringes

ROOFER.....\$ 29.75 16.71

SHEE0024-022 06/01/2021

Rates Fringes

SHEET METAL WORKER (Includes

HVAC Duct Installation)......\$ 32.53 26.31

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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.

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

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISIO"

"General Decision Number: WV20230066 08/04/2023

Superseded General Decision Number: WV20220066

State: West Virginia

Construction Type: Heavy

County: Cabell 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).

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| If the contract is entered | Executive Order 14026
into on or after January 30, | generally applies to the
2022, or the contract is
                        contract.
renewed or extended (e.g., an |. The contractor must pay
option is exercised) on or | all covered workers at
after January 30, 2022:
                          | 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. Executive Order 13658
or between January 1, 2015 and generally applies to the
January 29, 2022, and the | contract.
|contract is not renewed or |. The contractor must pay all|
extended on or after January | covered workers at least |
30, 2022:
                      | $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.
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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 08/04/2023

ENGI0132-021 12/01/2022

Rates Fringes

POWER EQUIPMENT OPERATOR:

GROUP 1	\$ 39.95	19.55
GROUP 2	\$ 37.19	19.55

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

IRON0549-011 12/01/2022

Rates Fringes

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

* IRON0787-008 06/01/2023

Rates Fringes

IRONWORKER, REINFORCING......\$ 32.30 23.95

LABO0379-027 12/01/2020

Rates Fringes

LABORER:

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

GROUP 1: Asphalt Raker, Bull Float Man, Chain Saw, Hand Held Drill, Wacker Roller Operator

GROUP 2: Flagger
LABO0543-007 06/01/2020
Rates Fringes
LABORER Common or General\$ 25.41 16.50 Concrete Worker\$ 25.41 16.50 Grade Checker\$ 25.41 16.50 Tamper (Hand Held)\$ 25.41 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
TEAM0175-006 12/07/2015
Rates Fringes
TRUCK DRIVER Flatbed Truck\$ 30.98 Off the Road Truck\$ 31.77 Tractor Haul Truck\$ 31.77 15.98
* UAVG-WV-0017 01/01/2019
Rates Fringes
LABORER (Mason Tender - Cement/Concrete)\$ 26.17 16.50 LABORER (Mortar Mixer)\$ 26.17 16.50
* UAVG-WV-0022 01/01/2019
Rates Fringes
POWER EQUIPMENT OPERATOR (Drill)\$ 32.19 18.30
SUWV2012-064 08/13/2012

Rates

Fringes

CARPENTER,	Includes Form	Work	\$ 25 40
CAM LIVILIA	includes Folin	VV OI K	4J.TU

1	1 7 1	
	1.34	
	1.57	

ELECTRICIAN	\$ 26 38	17.06
	······	1/.00

IRONWORKER, STRUCTURAL\$30.70	11.6	4
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LABORER:	Concrete	Saw ((Hand
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Held/Walk Behind)......\$ 24.34 9.32

LABORER: Landscape.....\$ 24.66 9.11

LABORER: Pipelayer Helper......\$ 24.52 9.42

LABORER: Pipelayer.....\$ 24.59 9.42

OPERATOR: Bobcat/Skid

Steer/Skid Loader......\$ 24.80 14.79

OPERATOR: Boom......\$ 28.71

OPERATOR: Oiler.....\$21.44

OPERATOR: Paver (Asphalt,

Aggregate, and Concrete)......\$ 24.39

OPERATOR: Roller.....\$ 23.49

Truck Driver, Dump (Excluding

Off the Road Trucks)......\$ 22.46

operation to which welding is incidental.

WELDERS - Receive rate prescribed for craft performing

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

https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISIO"

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"General Decision Number: WV20230080 01/06/2023

Superseded General Decision Number: WV20220080

State: West Virginia

Construction Type: Highway

Counties: West Virginia Statewide.

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

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

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

SUWV2015-001 01/01/2014

Rates Fringes

BRICKLAYER

Barbour, Berkeley,

Doddridge, Gilmer, Grant,

Hampshire, Hardy,

Harrison, Jefferson,

Lewis, Marion, Mineral,

Monongalia, Morgan,

Pendleton, Pocahontas,

Preston, Randolph, Taylor,

Tucker, Upshur, Webster.....\$ 30.74 18.21

Boone, Braxton, Clay,

Fayette, Greenbrier,

Kanawha, Logan, McDowell,

Mercer, Monroe, Nicholas,

Putnam, Raleigh, Summers,

Wyoming......\$ 29.66 20.20 Brooke, Hancock.....\$ 29.94 16.22

Cabell, Lincoln, Mason,

Mingo, Wayne.....\$ 30.61 20.88

Calhoun, Jackson,

Pleasants, Ritchie, Roane,

Wirt, Wood.....\$ 30.33

Marshall, Ohio, Tyler,

Wetzel.....\$ 30.01 16.26

CARPENTER

Berkeley, Grant,

Hampshire, Hardy,

Jefferson, Mineral,

Morgan, Pendleton......\$ 31.26 15.90

Brooke, Hancock, Marshall,

Ohio.....\$ 27.86 19.30

Remaining Counties......\$ 27.72

CEMENT MASON/CONCRETE FINISHER

All Counties.....\$ 28.67

DIVER Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan, Pendleton Diver Tender.....\$ 31.26 15.90 Diver.....\$ 32.25 15.90 Brooke, Hancock, Marshall, Monongalia, Ohio, Wetzel Diver Tender.....\$ 32.01 16.76 Diver.....\$ 48.02 16.76 Remaining Counties Diver Tender.....\$ 27.72 19.44 Diver.....\$ 28.27 19.44 **ELECTRICIAN (SIGNAL &** LIGHTING) Equipment Operator.....\$ 23.30 17.99 Flagger.....\$ 17.00 7.39 Groundman/Truck Driver.....\$ 20.79 17.89 Installer.....\$ 26.21 18.11 Technician.....\$ 29.12 18.22 **ELECTRICIAN** Barbour, Doddridge, Harrison, Lewis, Marion, Monongalia, Pendleton, Pocahontas, Preston, Randolph, Taylor, Tucker, Upshur.....\$ 30.14 21.14 Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan..\$ 30.50 15.78 Boone, Braxton, Calhoun, Clay, Fayette, Gilmer, Kanawha, Nicholas, Putnam, Raleigh, Roane, Summers, Webster, Wyoming......\$ 35.34 16.62 Brooke, Marshall, Ohio, Wetzel.....\$ 28.35 22.74 Cabell, Lincoln, Logan, Mason, Mingo, Wayne.....\$ 32.62 21.70 Greenbrier, McDowell, Mercer, Monroe.....\$ 25.05 16.32 Hancock.....\$ 34.00 29.10 Jackson, Pleasants, Ritchie, Tyler, Wirt, Wood..\$ 31.56 21.43 **IRONWORKER** Barbour, Brooke, Hancock, Harrison, Marion, Marshall, Monongalia, Ohio, Taylor, Tyler, Wetzel.\$ 35.74 22.84

Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan, Pendleton, Preston, Tucker.....\$ 33.29 17.39 Boone, Braxton, Clay, Fayette, Kanawha, Lincoln, Logan, McDowell, Mingo, Nicholas, Putnam, Raleigh, Randolph, Webster, Wyoming..\$ 34.87 19.50 Cabell, Wayne.....\$ 33.89 21.98 Calhoun, Doddridge, Gilmer, Jackson, Lewis, Mason, Pleasants, Ritchie,

Roane, Upshur, Wirt, Wood...\$ 33.02 20.10

Greenbrier, Mercer,

Monroe, Pocahontas, Summers.\$ 35.43 16.13

LABORER

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

LABORER CLASSIFICATIONS:

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

PAINTER

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

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

PILEDRIVERMAN

Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral,

Morgan, Pendleton......\$ 32.25 15.90

Brooke, Hancock, Marshall,

Monongalia, Ohio, Wetzel....\$ 32.01 16.76 Remaining Counties.......\$ 28.27 19.44

POWER EQUIPMENT OPERATOR:

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

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

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

and concrete finishing machine, mechanics with tools and greasers, excavators, and shovels with an operating weight of up to 110,000 pounds.

GROUP 3: Asphalt roller

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

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

GROUP 5B: Those operating off-road trucks in the following counties: Cabell, Lincoln, Logan, Mason, Mingo, and Wayne. GROUP 5C: Those operating off-road trucks in the following counties: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan and Pendleton.

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

TRUCK DRIVER

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

Class 3	\$ 27.76	16.81
Remaining Co	ounties	
Class 1	\$ 26.97	16.15
Class 2	\$ 27.76	16.15
Class 3	\$ 28.44	16.15

TRUCK DRIVER CLASSIFICATIONS:

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

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

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

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

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

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

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

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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 -----

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.

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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

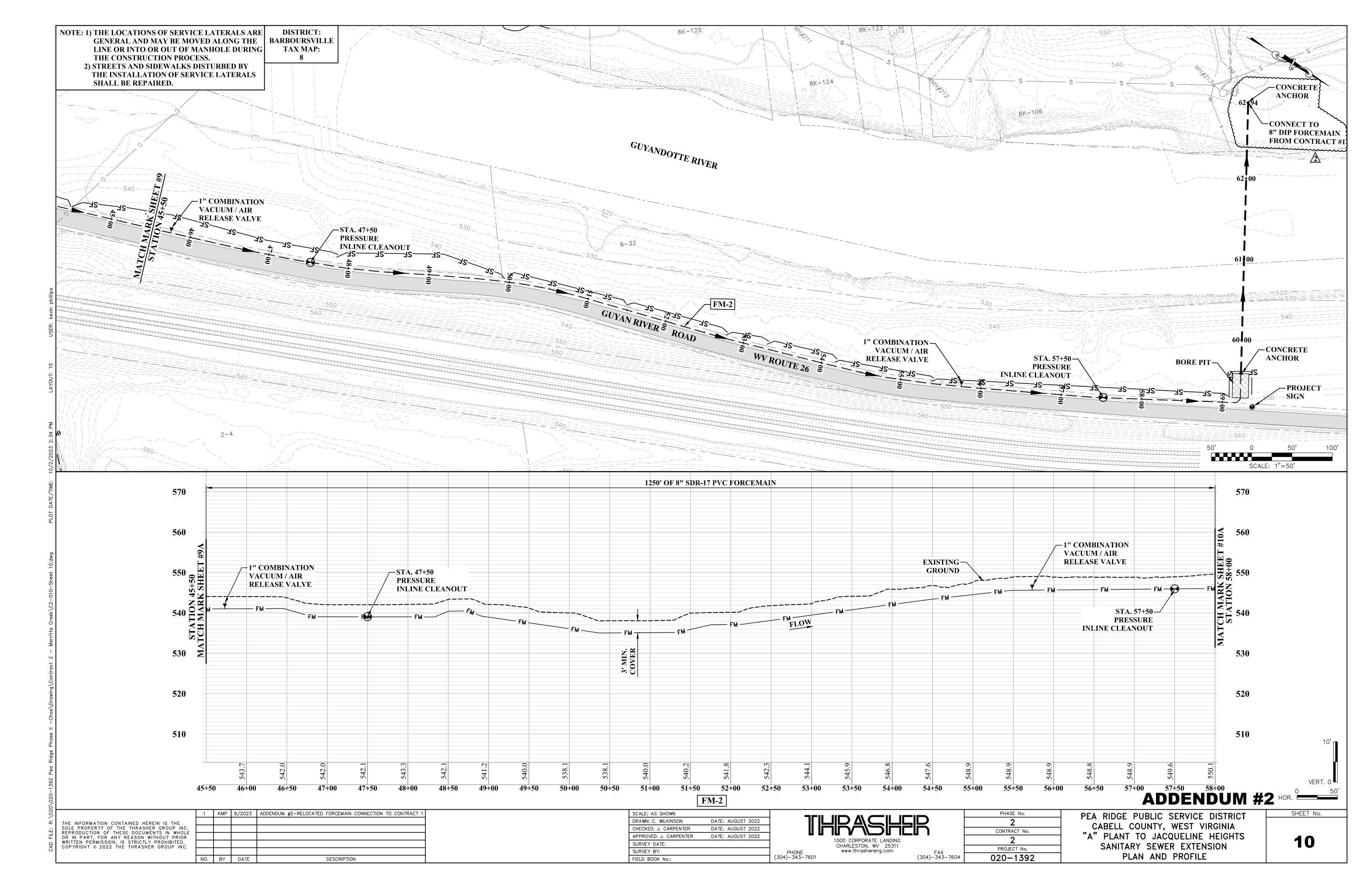
The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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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"



SEE SHEET #10 FOR PLAN VIEW CONTRACT 2 CONTRACT 1 338' OF 10" DR-9 HDPE FORCEMAIN 156' OF 8" SDR-17 PVC FORCEMAIN (DIRECTIONAL DRILL) **560** -EXISTING GROUND 230 STATION 58+00 MATCH MARK SHEE **GUYANDOTTE RIVER CONCRETE** CONCRETE— **ANCHOR ANCHOR** RIVER BED **CONNECT TO** 8" DIP FORCEMAIN FROM CONTRACT #1 **520** 510 **510** FLOW 58+50 62+50 ADDENDUM #2 FM-2 KMP 9/2023 ADDENDUM #2-RELOCATED FORCEMAIN CONNECTION TO CONTRACT SHEET No. PHASE No. SCALE: AS SHOWN PEA RIDGE PUBLIC SERVICE DISTRICT THE INFORMATION CONTAINED HEREIN IS THE SOLE PROPERTY OF THE THRASHER GROUP INC. REPRODUCTION OF THESE DOCUMENTS IN WHOLE OR IN PART, FOR ANY REASON WITHOUT PRIOR WRITTEN PERMISSION, IS STRICTLY PROHIBITED. COPYRIGHT © 2022 THE THRASHER GROUP INC. DRAWN: C. WILKINSON DATE: AUGUST 2022 CABELL COUNTY, WEST VIRGINIA CHECKED: J. CARPENTER DATE: AUGUST 2022 CONTRACT No. "A" PLANT TO JACQUELINE HEIGHTS APPROVED: J. CARPENTER DATE: AUGUST 2022 10A 1000 CORPORATE LANDING CHARLESTON, WV 25311 www.thrashereng.com SURVEY DATE: SANITARY SEWER EXTENSION PROJECT No. SURVEY BY: PHONE (304)-343-7601 FAX (304)-343-7604 PROFILE 020-1392 FIELD BOOK No.: NO. BY DATE DESCRIPTION