



**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

CONSTRUCTION CONTRACT PROPOSAL

CALL NUMBER: _____

CONTRACT ID: _____

PROJECT NAME: _____

PROJECT NUMBER(S): _____

COUNTY: _____

IMPORTANT NOTICES:

Bids will be received until _____ on _____. Only those bids submitted through www.bidx.com will be accepted.

The information listed above supersedes any call number, contract ID, project Name, project number or county name located on the project documentation provided with this proposal, unless amended.

All projects advertised by the West Virginia Division of Highways for bidding via Bid Express (www.bidx.com) will require questions to be asked using the Question and Answer feature in BidX, in accordance with our [BidX Questions and Answers External Policy](#).

To report bid rigging activities call 1-800-424-9071. The United States Department of Transportation (USDOT) operates the above toll-free "Hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "Hotline" to report such activities. The "Hotline" is part of the USDOT's continuing effort to identify and investigate Interstate highway construction fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

County: Lincoln

GOVERNING SPECIFICATIONS

The West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, adopted 2023, as amended by West Virginia Department of Transportation, Division of Highways 2025 Supplemental Specifications, the Contract plans, and Contract documents are the governing provisions applicable to this project.

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TO THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS:

By placing a bid with the West Virginia Department of Transportation, Division of Highways (DOH) on www.Bidx.com, the Prime Contractor (Bidder) hereby proposes to construct and build according to the Plans therefor now included with the contract documents placed on www.Bidx.com by the DOH and according to the specifications of the DOH,

(Project Name) in _____
County, West Virginia, known as _____ (Project Number),
for the respective amounts hereinafter set out.

The acceptance of this proposal for said work, the Bidder will give the required bond with good security, conditioned for faithful performance of said work, according to said plans and specifications, and the doing of all other things required by said specifications for the consideration herein named and with the further condition that the State of West Virginia shall be saved harmless from any and all damages that might accrue to any person, persons or property by reason of the carrying on of said work, or any part thereof, or by reason of negligence of the Bidder, of any person or persons under Bidder's employment and engaged in said work.

Accompanying this proposal is a bid bond for \$500.00 or 5% of the total cost whichever is greater. In case this proposal shall be accepted by said DOH and the Bidder should fail to execute a contract and furnish the security required by the Commissioner of the DOH, as set forth in the award and execution of contract, within the time fixed therein, this money shall become the property of the State of West Virginia, and shall be deposited to the credit of the DOH Fund; otherwise, said bid bond is to be released to the Bidder.

The Bidder declares to have no interest direct or indirect in any other work covered by this proposal, and to have carefully examined the form of contract and specification, and the drawings therein referred to, and will provide all necessary machinery, tools, and apparatus, and furnish all labor and materials and things necessary in the construction of said project. Said Bidder has personally examined the road or bridge site(s) considered in this proposal and is acquainted with all the conditions and requirements and the location, ground, material, etc., and is relying on personal knowledge, not the Engineer's Estimate. And the Bidder agrees to do all work in the most substantial and workmanlike manner called for by said contract specification, for the respective unit prices named in the bid.

West Virginia Department of Transportation
Division of Highways
Proposal Work Category Checklist

Project Name: _____

State Project Number: _____ Federal Project Number: _____

Prepared By: _____ Date: _____

The Categories of Work indicated below are included in the plans for this project. Prime contractors must be prequalified prior to the bid letting in a combination of these sections in order to perform work amounting to not less than thirty percent (30%) of the contract cost, in accordance with Section 108.1 of the Standard Specifications. In addition, subcontractors must be prequalified in the items of work they are performing before subcontracting requests are approved. A [Request to Perform Project Specific Special Provision Item\(s\)](#) must be approved before the prime or subcontractor performs work in the category listed below with an asterisk (*).

DIVISION 200-EARTHWORK	
201	CLEARING AND GRUBBING
202	BUILDING DEMOLITION, WELL AND SEPTIC TANK ABANDONMENT
203	DISMANTLING STRUCTURES
204	MOBILIZATION
206	BASE COURSE REINFORCEMENT GEOGRID
207	EXCAVATION AND EMBANKMENT
211	BORROW EXCAVATION
212	STRUCTURE, ROCK, AND WET EXCAVATION
217	SPECIAL ROCK FILL
218	SLOPE AND FOUNDATION PROTECTION
219	CONTROLLED LOW-STRENGTH MATERIAL
228	SUBGRADE PREPARATION
229	SHOULDERS AND DITCHES
240	CLEANING CULVERTS, INLETS AND MANHOLES
DIVISION 300-BASES	
307	CRUSHED AGGREGATE BASE COURSE
311	OPEN GRADED FREE DRAINING BASE COURSE
DIVISION 400-ASPHALT PAVEMENTS	
401	ASPHALT BASE, WEARING, AND PATCHING AND LEVELING COURSES
402	ASPHALT SKID RESISTANT PAVEMENT
403	CRACK SEALING IN ASPHALT PAVING
405	CHIP SEALS
406	HIGH FRICTION SURFACE TREATMENT
407	FOG SEAL
408	TACK COAT
410	ASPHALT BASE AND WEARING COURSES, PERCENT WITHIN LIMITS (PWL)
415	MILLING OF ASPHALT PAVEMENT SURFACES
420	SINGLE/MULTIPLE COURSE MICRO SURFACING
DIVISION 500-RIGID PAVEMENT	
501	PORTLAND CEMENT CONCRETE PAVEMENT
502	APPROACH SLABS
503	SEALING CRACKS IN CONCRETE PAVEMENT
506	CONCRETE PAVEMENT REPAIR
507	LARGE CRACK AND POTHOLE REPAIR OF CONCRETE PAVEMENTS
508	DIAMOND GRINDING
510	RE-SEALING CONCRETE PAVEMENT JOINTS
511	DOWEL BAR RETROFIT
512	CONCRETE SLAB STABILIZATION
513	CONCRETE PAVEMENT CROSS STITCHING
514	ROLLER COMPACTED CONCRETE
DIVISION 600-INCIDENTAL CONSTRUCTION	
601	STRUCTURAL CONCRETE
602	REINFORCING STEEL
603	PRESTRESSED CONCRETE MEMBERS
604	PIPE CULVERTS
605	MANHOLES AND INLETS
606	UNDERDRAINS
607	GUARDRAIL
608	RIGHT-OF-WAY FENCE
609	SIDEWALKS
610	CURBS, COMBINATION CURBS AND GUTTERS AND MEDIAN
614	PILE WALLS
615	STEEL STRUCTURES
616	STEEL BEARING PILING
617	RAILINGS



9/11/2025

Division of Highways

Proposal Schedule of Items

Page: 1 of 5

Proposal ID: 2023220005

State Project Number: S322-10-28.14 00

Federal Project Number: STBG-0010(322)D

SECTION: 0001 Roadway

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0005	201001-000 CLEARING AND GRUBBING	LUMP SUM	LUMP SUM			
0010	204001-000 MOBILIZATION	LUMP SUM	LUMP SUM			
0015	408002-001 ASPHALT MATERIAL	80.000 GA				
0020	415005-001 STANDARD MILLING	616.000 SY				
0025	607001-001 TYPE 1 GUARDRAIL, CLASS II	337.500 LF				
0030	607006-001 THRIE BEAM GUARDRAIL BRIDGE TRANSITION	4.000 EA				
0035	607010-020 GUARDRAIL REMOVAL	327.000 LF				
0040	609001-001 CONCRETE SIDEWALK	12.000 SY				
0045	609002-001 BED COURSE MATERIAL	2.000 CY				
0050	610001-001 PLAIN CONCRETE CURBING, TYPE I	25.000 LF				
0055	636007-002 ERADICATION OF PAVEMENT MARKING	2,821.000 SF				
0060	636008-002 TEMPORARY PAVEMENT MARKING-PAINT 6 IN	2,821.000 LF				



9/11/2025

Division of Highways

Proposal Schedule of Items

Page: 2 of 5

Proposal ID: 2023220005

State Project Number: S322-10-28.14 00

Federal Project Number: STBG-0010(322)D

SECTION: 0001 Roadway

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0065	636011-001 TRAFFIC CONTROL DEVICE	4,380.000 UN				
0070	636012-010 PROJECT TRAFFIC CONTROL DEVICE CLEANING	1.000 EA				
0075	636013-001 INDIVIDUAL TRAFFIC CONTROL DEVICE CLEANING	17.000 EA				
0080	636014-001 FLAGGER	75.000 HR				
0085	636017-005 TEMPORARY BARRIER, TL-3, I	556.000 LF				
0090	636018-003 REMOVE AND RESET TEMPORARY BARRIER	556.000 LF				
0095	636023-002 TEMPORARY TRAFFIC SIGNAL, PORTABLE	24.000 MO				
0100	636025-001 WARNING LIGHTS, TYPE B	1,800.000 DA				
0105	636060-002 REMOVE AND RESET ATTENUATOR DEVICE	2.000 EA				
0110	636060-020 TEMPORARY IMPACT ATTENUATING DEVICE, C-1, TL-3	2.000 EA				
0115	639001-001 CONSTRUCTION LAYOUT STAKE	LUMP SUM	LUMP SUM			

Proposal Schedule of Items**Page:** 3 of 5**Proposal ID:** 2023220005**State Project Number:** S322-10-28.14 00**Federal Project Number:** STBG-0010(322)D**SECTION:** 0001 Roadway**Alt Set ID:** **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0120	661011-001 INSTALLATION OF REUSABLE SIGN	4.000 EA				
0125	663001-026 EDGE LINE, TYPE II - 6 IN WHITE	1,104.000 LF				
0130	663002-040 CENTERLINE, TYPE II - 6 IN	1,104.000 LF				
0135	663015-005 RAILROAD CROSSING MARKING, TYPE V	1.000 EA				
0150	203001-000 DISMANTLING STRUCTURE	LUMP SUM	LUMP SUM			
0155	212010-003 SHORING	LUMP SUM	LUMP SUM			
0160	307001-000 AGGREGATE BASE COURSE, CLASS I	316.000 CY				
0165	502001-012 12 INCH PORTLAND CEMENT CONCRETE APPROACH SLAB	148.000 SY				
0170	601002-001 CLASS B CONCRETE	10.000 CY				
0175	601003-001 CLASS K CONCRETE	17.000 CY				
0180	601009-001 CLASS H CONCRETE	86.000 CY				
0185	601019-001 CONCRETE PROTECTIVE COATING	11,475.000 SF				

Proposal Schedule of Items**Page:** 4 of 5**Proposal ID:** 2023220005**State Project Number:** S322-10-28.14 00**Federal Project Number:** STBG-0010(322)D**SECTION:** 0001 Roadway**Alt Set ID:** **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0190	601030-000 PATCHING CONCRETE STRUCTURES	1,102.000 SF	_____	_____	_____	_____
0195	602001-001 REINFORCING STEEL BAR	2,322.000 LB	_____	_____	_____	_____
0200	602002-001 EPOXY COATED REINFORCING STEEL BAR	16,378.000 LB	_____	_____	_____	_____
0205	615026-001 FABRICATED STRUCTURAL STEEL (MISCELLANEOUS STEEL REPAIRS)	1,885.000 LB	_____	_____	_____	_____
0210	615029-001 NON-GUIDED BEARING, ELASTOMERIC	10.000 EA	_____	_____	_____	_____
0215	615039-001 JACKING STEEL SUPERSTRUCTURE	LUMP SUM	LUMP SUM	_____	_____	_____
0220	627025-002 EXPANSION JOINT SYSTEM BEHIND THE APPROACH SLAB, PREFORMED SILICONE COATED FOAM	90.000 LF	_____	_____	_____	_____
0225	639001-001 CONSTRUCTION LAYOUT STAKE	LUMP SUM	LUMP SUM	_____	_____	_____
0230	645001-001 PRIMARY REINFORCEMENT, 2400 LB/FT	1,328.000 SY	_____	_____	_____	_____
0235	662003-001 POLYVINYLCHLORIDE CONDUIT, 1 1/2 IN. DIAMETER, SCHEDULE 40	LUMP SUM	LUMP SUM	_____	_____	_____
0240	679001-001 CONCRETE DECK OVERLAY	1,220.000 SY	_____	_____	_____	_____

Proposal Schedule of Items**Page:** 5 of 5**Proposal ID:** 2023220005**State Project Number:** S322-10-28.14 00**Federal Project Number:** STBG-0010(322)D**SECTION:** 0001 Roadway**Alt Set ID:** **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0245	679006-001 TEST SLAB	LUMP SUM	LUMP SUM			
0250	685001-001 BRIDGE CLEANING ,CONCRETE PROTECTIVE COATING	LUMP SUM	LUMP SUM			
0255	688001-001 CLEAN AND PAINT EXISTING STEEL BRIDGE	LUMP SUM	LUMP SUM			
0260	688003-001 CONTAINMENT AND DISPOSAL OF SPENT MATERIAL	LUMP SUM	LUMP SUM			
0265	697001-001 NBIS BR SAFETY INSP, STAGE ONE, IN-DEPTH ROUTINE	1.000 EA				
0270	697001-001 NBIS BR SAFETY INSP, STAGE TWO, IN-DEPTH ROUTINE	1.000 EA				
0275	697001-001 NBIS BR SAFETY INSP, COMPLETED STRUCTURE INVENTORY	1.000 EA				
0140 AA 1	402001-020 MARSHALL ASPHALT SKID PVT, SG, TY I	50.000 TN				
0145 AA 2	402001-021 MARSHALL ASPHALT SKID PVT, S, TY I	48.000 TN				

Section: 0001**Total:****Total Bid:**

BIDDING REQUIREMENTS NOTICE TO BIDDERS

Project Number(s): _____

Please carefully read Sections A through M below. By completing and submitting a bid to the West Virginia Division of Highways on www.Bidx.com, you are agreeing to the terms and conditions outlined in Sections A through M.

SECTION A: FREE COMPETITIVE BIDDING

By submitting this bid, said person, firm, Association or Corporation, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid or contract.

SECTION B: CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS (*FEDERAL AID ONLY*)

That said person, firm, Association or Corporation has or has not participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that said person, firm, Association or Corporation has or has not filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60 1.7(b) (1)) and must be submitted by bidders and proposed subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60 1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO 1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60 1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

SECTION C: BLANK

SECTION D: ASSURANCE REQUIREMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY FOR VENDORS, SUPPLIERS AND CONTRACTORS ENGAGED IN COMMERCIAL TRANSACTIONS WITH THE WEST VIRGINIA DIVISION OF HIGHWAYS (NO FEDERAL AID)

Pursuant to the requirements of the State of West Virginia, Executive Order 4-65 dated December 15, 1965, said firm desiring to avail itself of the benefits of engaging in commercial transactions with the Department of Transportation, Division of Highways, hereby agrees to:

- (1) give assurances that all employment and personnel practices will be conducted without regard to race, color, sex, creed, or national origin.
- (2) include in all recruitment advertisement the following wording: "An Equal Opportunity Employer".
- (3) furnish, periodically to the State Highway Engineer information which will enable him to judge compliance with the requirements of Executive Order 4-65.

SECTION E: CONTRACT DATES

INTERIM COMPLETION DATE

This contract has the following interim completion date(s) of _____ . For details regarding the above listed interim completion date(s), please refer to the applicable Special Provision contained in this proposal. (If this date is left blank, then an interim completion date(s) is(are) not applicable to this contract.)

COMPLETION DATE

Construction under the above proposal and calculation of working time will begin no later than ten (10) calendar days after notice to proceed and will be completed by date of _____.

It is agreed that time is of the essence for this contract, and that I(we), in the event of my(our) failure to complete the contract within the time limit named, reimburse the Department of Transportation, Division of Highways (Department), an amount to be determined by the Department as sufficient to cover fully any additional demonstratable costs incurred by the Department because of such failure, including extra engineering costs, unless covered by a Liquidated Damage Clause for this project.

SECTION F: CERTIFICATE OF COMPLIANCE INVOLVING THE SUPPLYING OF ALUMINUM, GLASS, STEEL OR IRON PRODUCTS

We have complied and shall continue to comply with the provisions of Chapter 5 Article 19 of the Official Code of West Virginia, 1931, as amended, which statute is incorporated herein by reference and the applicable specifications, involving Domestic Aluminum, Glass, and Iron in Public Works Projects. We have also complied and shall continue to comply with the provisions of Chapter 5A, Article 3, Section 56 of the Official Code of West Virginia, 1931, as amended, which statute is incorporated herein by reference and the applicable specifications, involving *Domestic Steel Products in State Supported Projects*.

SECTION G: BLANK**SECTION H: WEST VIRGINIA CONTRACTOR LICENSING ACT, CHAPTER 30 ARTICLE 42, OFFICIAL CODE OF WEST VIRGINIA ⁽¹⁾**

⁽¹⁾ Refer to the West Virginia Division of Highways Standard Specification 102.5

SECTION I: DRUG AND ALCOHOL-FREE WORKPLACE ⁽²⁾

By submitting a bid, I do swear or affirm that I, the Contractor, have a written plan for a drug-free workplace policy and maintain a valid drug-free workplace policy in compliance with Chapter 21, Article 1D of the Office Code of West Virginia Code, 1931, as amended.

(2) Refer to the West Virginia Division of Highways Standard Specification 102.5

SECTION J: AMENDMENT

I hereby acknowledge receipt of all amendment(s) posted for this project and have made the necessary revisions to the contractor's proposal, plans and/or specifications, or other applicable documents and have considered the amendment(s) in the calculation of my bid.

I further acknowledge that failure to confirm receipt of the amendment(s) will cause my proposal to be rejected.

SECTION K: BLANK

SECTION L: PREQUALIFICATION

I hereby acknowledge that I, the Prime Contractor (bidder), will perform, with my own organization, work amounting to not less than 30 percent of the total contract cost, as detailed in Section 108.1. All categories of work in the contract for which I am not prequalified to perform must be subcontracted to a contractor who is prequalified in those categories. I understand that failure to meet the prequalification requirement may be basis for termination of the contract and the awarding of said contract to the next responsible bidder, or readvertisement and letting of the contract. Further, I acknowledge that any additional costs for said actions shall be the responsibility of the bidder.

SECTION M: MONETARY OBLIGATIONS OWED TO THE STATE

The bidder acknowledges that, pursuant to W. Va. Code § 5-22-1(i), the bidder is not in default on any monetary obligation owed to the State of West Virginia or a political subdivision of the State of West Virginia, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

- A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

- 2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action.

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities:

The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. 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.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendices A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.*

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLetting OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS

SPECIAL PROVISION

FOR

STATE PROJECT NUMBER: _____

FEDERAL PROJECT NUMBER: _____

SUBCONTRACTOR PROMPT PAYMENT

1.0-GENERAL REQUIREMENTS:

Contractors shall pay subcontractors for work satisfactorily performed by the subcontractor within fourteen (14) calendar days of the Contractor's receipt of payment from the State for subcontracted work. Acceptance of the subcontracted work by the Department of Transportation/Division of Highways (Department) shall constitute satisfactory completion of subcontracted work.

Contractors must utilize the AASHTOWare Project™ Civil Rights & Labor (CRL) module to provide the Department proof of payment to all subcontractors by electronically entering all payments made for each estimate. The Contractor shall also require all subcontractors to review and endorse receipt of payments in CRL.

All subcontracting agreements made by the Contractor shall include this Special Provision. Refer to the Special Provision for Electronic Submission of Payrolls and Subcontractor Payment for information regarding CRL system requirements.

2.0-WITHHOLDING PAYMENT RESTRICTIONS:

Contractors may delay or postpone payment to a subcontractor for good cause. This may include, but shall not be limited to, failure by the subcontractor to pay for labor, supplies, or materials, or to provide any required documentation. Prior to any delay or postponement of payment, the Contractor shall provide written documentation to the Department's Civil Rights Compliance Division (Division) for approval. The Contractor shall also notify the affected subcontractor of any such good cause when it is submitted to the Division for approval. Only after written approval of the Division's acceptance of the Contractor's good cause, shall the Contractor be allowed to postpone or delay any payment.

If the subcontractor does not receive payment within fourteen (14) calendar days, the subcontractor shall give the Division written notice of non-payment.

The notice shall include:

- (a) the name of the Prime Contractor, the project contract identification number, the estimate number, and the quantity in dispute.
- (b) an itemized summary on which the quantity is based; and

- (c) any additional information that may be relevant to the dispute concerning payment by the Prime Contractor.

3.0-PENALTIES FOR NON-COMPLIANCE:

Failure by the Contractor to pay any subcontractor within fourteen (14) calendar days may result in the suspension of any future progress estimates for payment to a Contractor by the Department until the Contractor can demonstrate that the issues preventing payment have been resolved and that prompt payment for subcontracted work will be maintained throughout the remaining life of the contract.

Continued failure to pay subcontractors promptly may result in a contractor's disqualification as non-responsible or such other penalty as the Department deems appropriate.

4.0-RESOLUTION OF DISPUTES:

When the steps from Section 2.0 result in a dispute between the Contractor and subcontractor, the procedure for resolving the dispute is as follows:

- (a) The Division will verbally contact the Contractor within 48 hours to ascertain whether the amount withheld is undisputed.
- (b) If the Division determines that part or all of the amount withheld is undisputed, it will instruct the Contractor to pay the subcontractor the undisputed amount within three (3) calendar days. The instructions will be confirmed in writing.
- (c) The Division will verbally communicate the discussion results with the Contractor to the subcontractor and confirm the results in writing.
- (d) If the Contractor fails to pay the subcontractor the undisputed amount within three (3) calendar days, the subcontractor may report the non-payment in writing to the Division.

Upon receiving notification of non-payment, the Division will schedule a meeting with the Contractor, the subcontractor, the District Construction Engineer, the Regional Construction Engineer, and the Project Supervisor to verify and discuss the issue. Representatives from the Federal Highway Administration and the Department's Contract Administration Division may also be included. This meeting will be held at a location determined by the Division no later than ten (10) calendar days after receiving notice of non-payment.

- (e) The purpose of this meeting is to establish why payment was not made to the subcontractor in the required period. If it is determined that the Contractor is delinquent in payment to the subcontractor, further progress payments may be withheld until the subcontractor is paid.

5.0-LEGAL RELATIONS AND PROGRESS:

If the payment is not made to the subcontractor within seven (7) calendar days after the Division determines that the Contractor is delinquent in paying the subcontractor and the subsequent progress payment becomes due, the progress payment will not be processed, and a second meeting will be held at a location determined by the Division to address the dispute. This meeting will be held no later than five (5) calendar days after the close of the seven (7) days.

If the results of this second meeting reveal that payment to the subcontractor continues to be delinquent, the Department may order a suspension of work based on the Contractor's failure

to carry out the provisions of the contract or may allow work to continue and withhold future progress payments as stated above.

The Contractor shall notify the Division when payment has been made to the subcontractor. The Division will verify the payment with the subcontractor to ensure payment was received.

Nothing in this provision will prevent the subcontractor from pursuing a claim with the surety under the Contractor's payment bond at any time.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS

SPECIAL PROVISION

FOR

STATE PROJECT NUMBER: _____

FEDERAL PROJECT NUMBER: _____

ELECTRONIC SUBMISSION OF PAYROLLS AND SUBCONTRACTOR PAYMENT

1.0-GENERAL REQUIREMENTS:

The Contractor and all subcontractors shall submit all certified payrolls and subcontractor payments, including those made to Disadvantaged Business Enterprises (DBEs), using the AASHTOWare™ Project Civil Rights and Labor (CRL) system in accordance with this provision. For subcontractor payments, the term “subcontractor” shall include all vendors subject to the Required Contract Provisions Federal-Aid Construction Contracts (FHWA-1273). All subcontracting agreements made by the Contractor shall include this Special Provision.

There will be no direct payment for recording and reporting of this information. All costs associated with this provision shall be considered incidental. More information about the CRL system can be located at: <https://www.aashtowareproject.org/index.php>.

2.0-SYSTEM REQUIREMENTS:

The CRL system is web-based. The Contractor shall ensure compatibility with the CRL system as necessary to successfully execute the work. The CRL system requires the ability to read, create, and edit spreadsheets in the .xlsx file format.

Contractors will be contacted by the Department after the project is awarded to begin the process for accessing the CRL system for them and their subcontractors. Contractors must register for payroll access and develop a method of import prior to the Pre-Construction Conference. The Department's Civil Rights Compliance Division will provide training for entry of certified payrolls and subcontractor payments in CRL. Detailed information can be found on the Department's Civil Rights Compliance Division webpage at: <https://transportation.wv.gov/crc/Pages/default.aspx>

Contractors shall ensure each subcontractor, including DBEs, has registered for payroll access and developed their method of import prior to commencing work. The Contractor and subcontractors will be granted access after submitting Request Access forms for each individual user who requires an account. Only those firms with a contract in the system should submit the Request Access form. The software is configured so that each firm can only see their specific

contract information. There will only be one single sign-on process for multiple application access within the Department.

The Department will provide access and a log-in identification (ID) for the CRL system to designated employees of the Contractor and approved subcontractors entered into the system for the contract. The login ID and password are unique to the designated employee and must not be shared with other employees. There are no fees associated with accessing the system or receiving a login ID.

3.0-PROCEDURES:

3.1-Certified Payroll and Subcontractor Data Submission: The Contractor and all subcontractors shall use the CRL system to provide the Department with electronic certified payrolls. The Contractor shall assume all responsibility for ensuring all payrolls and all subcontractor payrolls are submitted and certified electronically in CRL for each week in which any contract work is performed. If all payrolls are not received in this timeframe, the progress payment shall be withheld until all necessary payrolls have been received. Electronic submittal of certified payrolls can be submitted using the following methods:

- Manually add, copy, or modify data directly into CRL;
- Import payroll data with the CRL payroll spreadsheet XML converter tool available at <https://xml.cloverleaf.net/spreadsheet/>;
- Convert payroll system program data to Payroll XML and import it into the CRL system. Information on how to convert to payroll program data to an XML file can be located at <https://xml.cloverleaf.net/resourcekit/>;
- The Contractor may send, on behalf of a subcontractor, payroll payment information based on a signed, certified paper payroll through the Electronic Proxy Payroll Process. Import payroll data with the CRL payroll spreadsheet XML converter tool available at <https://xml.cloverleaf.net/spreadsheet/>.

The Department's Civil Rights Compliance Division may require at any time certified paper copies of payrolls conforming to FHWA-1273 from any or all Contractors working on the project.

3.2-Subcontractor Payment Submission Requirements: The Contractor shall post payment to subcontractors in CRL, including DBE firms listed on their DBE plan towards meeting their contract DBE goal, within fourteen (14) days after receipt of payment from the Department. The Contractor shall submit, and shall require each subcontractor to provide, payment amounts relative to all involvement on the project during the life of the contract in which participation occurs and verification is available. The Contractor shall enter all payments made to all subcontractors into the Payment area of CRL for each estimate.

Refer to the Special Provision for Subcontractor Prompt Payment for further information regarding subcontractor payments.

The Department's Civil Rights Compliance Division may require at any time proof of payments from any or all subcontractors working on the project, including any information related to Contractor DBE payments.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS

SPECIAL PROVISION

FOR

STATE PROJECT NUMBER: _____

FEDERAL PROJECT NUMBER: _____

**SECTION 106
CONTROL OF MATERIALS**

106.1-SOURCE OF SUPPLY AND QUALITY REQUIREMENTS:

106.1.1-Definitions:

ADD THE FOLLOWING DEFINITION TO THE SUBSECTION:

“Manufactured products” means articles, materials, or supplies that have been processed into a specific form and shape, or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. If an item is classified as an iron or steel product, an excluded material, or other product category as specified by law or in 2 CFR part 184, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product may include components that are iron or steel products, excluded materials, or other product categories as specified by law or in 2 CFR part 184. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product.

ADD THE FOLLOWING SUBSECTION TO THE SECTION:

106.1.5-State and/or Federal Use of Manufactured Products: All manufactured products used in the project are to be produced in the United States. The final assembly of the manufactured product shall be manufactured in the United States and compliant with the “Infrastructure Investment and Jobs Act,” Section 70901-52, entitled the “Build America, Buy America Act”, as implemented by the Office of Management and Budget (OMB) in the OMB Memorandum M24-02, and MP 106.10.50.

UPDATE THE TITLE OF THE SUBSECTION BELOW:

106.1.6-Exceptions:

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS

SPECIAL PROVISION

FOR

STATE PROJECT NUMBER: _____

FEDERAL PROJECT NUMBER: _____

**SECTION 212
STRUCTURE, ROCK, AND WET EXCAVATION**

212.1-DESCRIPTION:

ADD THE FOLLOWING SUBSECTION:

212.1.1-Shoring: This work consists of providing shoring to support structure excavation at specific areas designated in the Contract.

213.3-GENERAL:

ADD THE FOLLOWING SUBSECTION:

212.3.1-Shoring Materials and Construction Requirements: The Contractor shall locate, size, design and construct shoring which provides all necessary rigidity, and supports the loads imposed to facilitate construction as at the locations designated on the plans.

If the height of shoring exceeds 4 feet above the base of the excavation, within the designated locations; shoring drawings shall be provided by the Contractor to the Engineer for information only. The drawings shall be prepared, signed and sealed by the Contractor's Engineer, a West Virginia licensed Professional Engineer. These drawings shall be approved and signed by the Contractor and provided to the Engineer at least 10 days prior to start of work.

Shoring drawings shall include the following information as applicable:

1. The size and grade of all structural materials.
2. Design notes, including design assumptions and construction details.

3. Where applicable, restrictions on heavy equipment placement at specific locations adjacent to the shoring.
4. Areas determined by the Contractor's Engineer where de-watering of the shored excavation will be required, and a description of the requirements (i.e., head added by the pump, flow rate, minimum pump size, etc.) and methods to be used for de-watering.
5. All other information determined by the Contractor's Engineer to be pertinent to the design and successful construction of the shoring.

Shoring shall be constructed in conformity with the shoring drawings provided to the Engineer. Prior to placing construction or traffic loads on the supported earth, the Contractor's Engineer shall certify in writing that shoring materials and construction have been inspected and that all shoring materials and construction are in conformity with the drawings. A copy of this certification shall be submitted in an appropriate form for the Engineer's records.

If the embankment, construction, traffic or any other surcharge is in excess of what the original shoring was designed for, the Contractor shall provide a signed letter from the Contractor's Engineer prior to the load placement stating that the shoring will support the additional load.

212.11-METHOD OF MEASUREMENT:

ADD THE FOLLOWING SUBSECTION:

212.11.1-Shoring: Shoring will not be measured, but will be paid for as a single lump sum for all shoring locations designated on the plans.

212.12-BASIS OF PAYMENT:

ADD THE FOLLOWING SUBSECTION:

212.12.2-Shoring: Payment for shoring will be for the contract unit bid price for this item, which price and payment shall be for full compensation for all labor, materials, equipment, required to design, construct, maintain, and remove the shoring.

212.13-PAY ITEMS:

ADD THE FOLLOWING ITEM:

ITEM	DESCRIPTION	UNIT
212010-003	Shoring	Lump Sum

September 17, 2015

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION**DIVISION OF HIGHWAYS****SPECIAL PROVISION****FOR****STATE PROJECT NUMBER:** _____**FEDERAL PROJECT NUMBER:** _____**SECTION 601
STRUCTURAL CONCRETE**

ADD THE FOLLOWING:

601.1-DESCRIPTION:

Bonding Agents for Concrete: This specification describes the use of a bonding bridge (agent) between new rapid set cementitious patching material portland-cement mortor or concrete and hardened portland-cement mortar or concrete.

601.1.1-Quality Assurance:

601.1.1.1. Manufacturing qualifications: The manufacturer of the specified product shall have in existence a recognized quality assurance program and be ISO 9001 Certified, a program of training, certifying and technically supporting a nationally-organized Approved Contractor Program with a re-certification program of its participants for a minimum of 5 years.

601.1.1.2-Contractor qualifications: Contractor or subcontractor shall be certified by the manufacturer of the specified product that they have completed a program of instruction in the use of the specified coating material. Contractor shall submit to the Engineer a certificate attesting to their certification.

601.1.1.3-Installation: Install materials in accordance with all safety and weather conditions required by manufacturer, or as modified by applicable rules and regulations of local, state and federal authorities having jurisdiction. Consult Material Safety Data Sheets for complete handling recommendations.

601.2-MATERIALS:

601.2.1-Epoxy Resin: Epoxy resin/portland cement adhesive shall be as follows:

- 1) Component "A" shall be an epoxy resin/water emulsion containing suitable viscosity control agents. It shall not contain butyl glycidyl ether.
- 2) Component "B" shall be primarily a water solution of a polyamine.
- 3) Component "C" shall be a blend of selected portland cements and sands.
- 4) The material shall not contain asbestos.

601.2.2–Performance Criteria:

601.2.2.1: Required properties of the mixed epoxy resin/portland cement adhesive:

- 1) Pot Life: 90 minutes @ 73° F
- 2) Maximum Open Time:

95°F (35°C)	6 hours
68°F (20°C)	12 hours
50°F (10°C)	16 hours
40°F (5°C)	24 hours
- 3) Color: dark gray

601.2.2.2: Required properties of the cured epoxy resin/portland cement adhesive:

- 1) Compressive Strength (ASTM C-109)
 - a. 3 day: 2900 psi (20.0 MPa)
 - b. 7 day: 4100 psi (28.3 MPa)
 - c. 28 day: 4500 psi (31.0 MPa)
- 2) Splitting Tensile Strength (ASTM C-496)
 - a. 28 days: 600 psi (4.1 MPa)
- 3) Flexural Strength (ASTM C-348)
 - a. 1000 psi (6.9 MPa)
- 4) Bond Strength ASTM C-882 at 14 days
 - a. Wet on Wet, 0-hr. open time: 2800 psi (19.3 MPa)
 - b. 24-hr. open time: 2000 psi (13.8 MPa)
- 5) The epoxy resin/portland cement adhesive shall not produce a vapor barrier.
- 6) Material must be proven to prevent corrosion of reinforcing steel when tested under the procedures as set forth by the Federal Highway Administration Program Report No. FHWA/RD86/193. Proof shall be in the form of an independent testing laboratory corrosion report showing prevention of corrosion of the reinforcing steel.

601.3–MANUFACTURERS:

- 601.3.1:** The following manufacturer's products will be considered for approval:
- 1) Duralprep A.C. by The Euclid Chemical Company, 19218 Redwood Road, Cleveland, OH 44110
 - 2) MasterEmaco P124 by The BASF
 - 3) Sika Armatec 110 EpoCem by The Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071
 - 4) Or approved equal.

601.4-DELIVERY, STORAGE, AND HANDLING:

601.4.1: All materials must be delivered in original, unopened containers with the manufacturer's name, labels, product identification, and batch numbers. Damaged material must be removed from the site immediately.

601.4.2: Store all materials off the ground and protect from rain, freezing or excessive heat until ready for use.

601.4.3: Condition the specified product as recommended by the manufacturer.

601.5-JOB CONDITIONS:

601.5.1-Environmental Conditions: Do not apply material if it is raining or snowing or if such conditions appear to be imminent. Minimum application temperature 40°F (5°C) and rising. Measures to adequately heat the substrate to be repaired, if required, shall be provided.

601.5.2-Protection: Precautions should be taken to avoid damage to any surface near the work zone due to mixing and handling of the specified coating.

601.6-SUBMITTALS:

601.6.1: Submit two copies of manufacturer's literature, to include: Product Data Sheet, System Data Sheet, Application Guide, and appropriate Material Safety Data Sheets (MSDS).

601.6.2: Contractor shall submit to the Engineer a certificate as specified in Section 601.1.1.2.

601.7-MANUFACTURER'S WARRANTY ON MATERIAL:

Provide a written warranty from the manufacturer against defects of materials for a period of five (5) years, beginning with date of substantial completion of the project.

601.8-MIXING AND APPLICATION:

601.8.1-Mixing the epoxy resin: Shake contents of Components "A" and Component "B". Completely empty both components into a clean, dry mixing pail. Mix thoroughly for 30 seconds using a jiffy paddle with a low-speed (400-600 rpm) drill. Slowly add the entire contents of Component "C" while continuing to mix for 3 minutes until uniform with no lumps. Mix only that quantity that can be applied within its pot life.

601.8.2-Placement procedure for bonding bridge:

- 1) Apply to prepared surface with a stiff-bristle brush, broom or "hopper type" spray equipment.
 - a. For hand-applied mortars - Place fresh, plastic concrete/mortar while the bonding bridge adhesive is "wet" or within open times indicated in section 601.2.2.1.2.

- b. For machine-applied mortars - Apply while the bonding bridge adhesive is "wet" or within the open times indicated in section 601.2.2.1.2.

601.8.3-Placement procedures for anti-corrosion coating:

- 1) Apply to prepared steel surface with a stiff-bristle brush, or "hopper type" spray equipment at 20 mils minimum thickness. Properly coat the underside of the totally exposed steel. Allow to dry (approximately 2-3 hours) then apply a second coat at 20 mils minimum thickness. Allow drying again before placing repair mortar.

* During the anti-corrosion coating method, after applying the second coat of the bonding agent, a mortar can be applied to "wet" bonding agent or within open times indicated in section 601.2.2.1.2 to achieve the benefit of bonding bridge.

601.8.4: Adhere to all limitations and cautions for the epoxy resin/portland cement adhesive in the manufacturer's current printed literature.

601.9-CLEANING:

601.9.1: The uncured epoxy resin/portland cement adhesive can be cleaned from tools with water. The cured epoxy resin/portland cement adhesive can only be removed mechanically.

601.9.2: Leave finished work and work area in a neat, clean condition without evidence of spillovers onto adjacent areas.

601.10-METHOD OF MEASUREMENT:

The Bonding Agent for Concrete, including all associated provisions and requirements noted within, will not be measured and paid for separately, but shall be incidental to Item 601003-001, Class K Concrete.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION**DIVISION OF HIGHWAYS****SPECIAL PROVISION****FOR****STATE PROJECT NUMBER:** _____**FEDERAL PROJECT NUMBER:** _____**SECTION 615
STEEL STRUCTURES****615.1-GENERAL:**

ADD THE FOLLOWING SUBSECTION:

615.1.5-Elastomeric Bearing Assemblies: This work shall consist of furnishing and installing laminated elastomeric bearing pads and guides in accordance with these specifications and as detailed at locations indicated on the plans.

615.3-MATERIALS:

ADD THE FOLLOWING SUBSECTION:

615.3.4-Elastomeric Bearing Assemblies:

ITEM	REQUIREMENTS
Structural Steel	AASHTO M270 Grade 50 or 50W
Anchor Bolts, Nuts and Washers	Bolts: AASHTO M314, Grade 55 Nuts: AASHTO M291 Washers: AASHTO M293
Elastomeric Bearing	AASHTO LRFD Bridge Design Specifications, 9 th Edition, 2020. AASHTO LRFD Construction Specifications, Section 18, corresponding to design Method B.
Non-Shrink Grout	Section 715.5
Epoxy Coating	AASHTO M235, Type III or IV, Grade 2, Class A, B or C. Surepoxy Hi-bild or K Pro CRS as manufactured by Kaufman Products, Inc., or approved equal.

ITEM	REQUIREMENTS
Grit for Non-Slip Surface	SSPC AB 1 Abrasive Specification #1 – Mineral & Slag Abrasives, Type 2. Black Beauty Slag Products as manufactured by Reed Minerals, or approved equal.
Steel Laminate	ASTM A1011, Grade 36(Min.)
Stainless Steel	ASTM A240, Type 304

Polytetrafluoroethylene (PTFE) - The PTFE shall be virgin material in accordance with AASHTO LRFD Bridge Construction Specifications, 4th Edition, 2017 with latest interims, Section 18.8.1, and the following properties:

PHYSICAL PROPERTY	TEST METHOD	REQUIREMENTS
Ultimate Tensile Strength	ASTM D638	2,800 psi
Ultimate Elongation	ASTM D638	200 % min.
Specific Gravity	ASTM D792	2.10 min.
Melting Point	ASTM D4894	621 +/- 18°F

615.4-FABRICATION:

ADD THE FOLLOWING SUBSECTION:

615.4.13-Elastomeric Bearing Assemblies: The structural steel components of the bearing assembly shall be shop fabricated and finished where required in accordance with Section 615.

The anchor bolts shall be grouted into formed holes in the substructure units. The grout shall attain its full-strength prior to tightening of anchor bolt nuts. The tolerance for these anchor bolts is extremely critical since the holes in the bearing assembly masonry plates are not significantly larger than the anchor bolts. Anchor bolts shall not be placed in drilled holes.

All components of the reinforced elastomeric pads shall be fabricated, tested and accepted in accordance with the requirements of the AASHTO LRFD Construction Specifications, Section 18, corresponding to design Method B.

Prior to shipment, the bearing assembly shall be fully assembled, blocked and secured into position, and wrapped with a waterproof covering. The bearing assembly shall not be unwrapped until the bearing components are ready to be set into their final position in the bridge.

Bridge seats on abutments and piers, on which bearing pads will be mounted, shall be finished to a truly level plane at the exact required elevation.

615.5-ASSEMBLY:

ADD THE FOLLOWING SUBSECTION:

615.5.8-Installation of Epoxy Grit Surface: The masonry plate surfaces to be in contact with the elastomeric bearing pads shall be prepared and coated with epoxy/grit

material and then additional grit applied to the uncured surface in order to increase the coefficient of friction between the surfaces. As indicated on the plans, the epoxy/grit coating for the sole plates or load plates shall be applied in the fabrication shop prior to delivery of the members to the project site. All members to receive the coating shall be positioned in the flat (down hand) position for coating application.

Surfaces to receive the epoxy grit coating shall be cleaned as follows:

Plain (uncoated) steel surfaces shall be blast cleaned to an SSPC SP10 – Near-White condition as specified by Section 687. Galvanized steel surfaces shall be solvent cleaned in accordance with SSPC SP 1 – Solvent Cleaning, followed by brush-off blasting in accordance with SSPC SP 7 – Brush-Off Blast Cleaning. Care shall be taken to not remove the galvanized coating. Concrete surfaces shall be cleaned by mechanical surface preparation methods as described in SSPC SP 13 – Surface Preparation of Concrete, to remove all laitance and other contamination and provide an open textured surface.

The epoxy/grit coating shall be prepared for application by mixing the epoxy resin and activator in accordance with the epoxy manufacturer's instructions, and then thoroughly mixing four cups (by volume) of grit per gallon of the epoxy. The epoxy/grit coating shall be applied within the ambient and surface temperature limitations specified by the epoxy manufacturer and shall be applied using a suitably sized paint roller to a minimum wet film thickness of 40 mils. During application, constantly agitate (mix) the epoxy/grit coating in order to prevent segregation of the grit. Epoxy/grit coating shall be applied to only those surfaces to be in contact with the elastomeric pad, plus an additional 1/2" in all directions.

After application to the specified surfaces and prior to the initial set of the epoxy/grit coating, evenly distribute an additional 1/2 cup (by volume) of grit per square foot of surface area to the just applied epoxy/grit coating. Grit shall be used from unopened bags. Grit that has been contaminated, damp or shows signs of damage to the original packaging shall not be used. Allow the epoxy to fully cure for the minimum time recommended by the epoxy manufacturer than remove any loose grit before installing elastomeric pads.

Installation of epoxy grit surface is considered incidental to the various items of elastomeric bearing and no separate payment shall be made for this work.

615.7-MEASUREMENT AND PAYMENT:

ADD THE FOLLOWING:

Guided Bearings: Guided bearings shall be measured per each complete in place and accepted.

Non-Guided Bearings: Non-guided bearings shall be measured per each complete in place and accepted.

Fixed Bearings: Fixed bearings shall be measured per each complete in place and accepted.

615.8-BASIS OF PAYMENT:

ADD THE FOLLOWING TO THE END OF THE SUBSECTION:

The quantities will be paid for at the contract unit price bid for each type of bearing system, which price and payment shall be full compensation for furnishing all materials and doing all the work prescribed in a workmanlike and acceptable manner, including all labor, tools, equipment, supplies and incidentals necessary to complete the work.

615.9-PAY ITEMS:

ADD THE FOLLOWING ITEMS TO THE TABLE:

ITEM	DESCRIPTION	UNIT
615028-001	Guided Bearing, Elastomeric	Each
615029-001	Non-Guided Bearing, Elastomeric	Each
615030-001	Fixed Bearing, Elastomeric	Each

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS

SPECIAL PROVISION

FOR

STATE PROJECT NUMBER: _____

FEDERAL PROJECT NUMBER: _____

FOR

**SECTION 627
PREFORMED SILICONE COATED FOAM
BRIDGE EXPANSION JOINT SYSTEM**

627.1-DESCRIPTION:

The work shall consist of removing all or part of the existing expansion joint assemblies as shown in the plans, modifying existing expansion dam as directed in the plans to accept the new bridge expansion joint system, furnishing and placing structural concrete or elastomeric concrete for the installation of the new bridge expansion joint system as directed in the plans, and placing a new Preformed Silicone Coated Foam Bridge Expansion Joint System at the locations indicated on the plans. The construction shall be in accordance with this Specification and in reasonably close conformity with the plans or as established by the Engineer.

627.2-MATERIALS:

627.2.1-Preformed Silicone Coated Foam Bridge Expansion Joint System: The Preformed Silicone Coated Foam Bridge Expansion Joint System shall be capable of movements of +50% and -50% (100% total) of nominal material sizes. Changes in plane and direction shall be executed using factory-fabricated 90° transition assemblies.

The Preformed Silicone Coated Foam Bridge Expansion Joint System comprised of three components:

- 1) Preformed, precompressed, high density, cellular, polyurethane foam impregnated with hydrophobic 100 percent acrylic, water-based emulsion and factory coated with highway-grade, low modulus, fuel resistant silicone.
- 2) Field-applied epoxy adhesive.
- 3) Field-applied silicone sealant bands.

627.2.1.1-Preformed Silicone Coated Foam: The preformed polyurethane foam material shall be cellular, high density polyurethane impregnated with hydrophobic 100 percent acrylic, water-based emulsion. The preformed foam material shall meet the minimum requirements specified in Table 627.2.1a.

TABLE 627.2.1a
Minimum Requirement for Preformed Polyurethane Foam

Property	Requirements	Test Method
Temperature Service Range		ASTM C711
High	+185°F	
Low	- 40°F	
UV resistance	No changes-2000 hours	ASTM G155-00A
Resistance to Aging	No changes-2000 hours	ASTM G155-00A

The top of the preformed foam material shall have billows per the manufacturer's specifications. The billowed top of the preformed foam material shall be factory coated with a highway-grade, low modulus, fuel-resistant silicone sealant. After application, the silicone coating material shall stay rubbery from -50°F TO 300°F. Factory Applied Silicone Sealant shall meet the minimum requirements specified in Table 627.2.1b.

TABLE 627.2.1b
Minimum requirement for Silicone Sealant

Property	Requirements	Test Method
Ultimate elongation	$\geq 600\%$	ASTM D412 (Die C)
Tensile Stress @ 150%	≥ 22 psi	ASTM D412 (Die C)

The preformed silicone coated foam material shall be certified in writing to be both:

- a) Capable of withstanding 150°F for 3 hours while compressed down to the minimum of movement capability dimension of the basis of design product (-25% of nominal material size) without evidence of any bleeding of impregnation medium from the material.
- b) That the same material after the heat stability test will self-expand to the maximum of movement capability dimension of the basis-of-design product (+30% of nominal material size) within 24 hours at room temperature 68°F.

The preformed silicone coated foam material shall be delivered precompressed per the manufacturer's specifications.

627.2.1.2-Field-Applied Epoxy Adhesive: The field-applied epoxy adhesive shall be a 2-component, 100% solids, solvent-free, moisture-tolerant, high-modulus, high strength, structural epoxy paste adhesive. It shall conform to the current ASTM C-881, Types I and IV, Grade-3, Class-B/C and AASHTO M-235 specifications.

627.2.1.3-Field-Applied Silicone Sealant: The field-applied sealant shall be a highway grade, low modulus, fuel-resistant silicone. After curing, the silicone shall stay rubbery from -50°F TO 300°F. Field-Applied Silicone Sealant shall meet the minimum requirements specified in Table 627.2.1b.

627.2.2-Structural Concrete: Class K Concrete shall be in accordance with Section 601 of the Specifications except that the max coarse aggregate size shall be limited to Number 67.

627.2.3-Reinforcing Steel: Reinforcing steel bars shall be epoxy coated and shall be in accordance with Section 602 of the Specifications.

627.3- SHOP DRAWINGS:

The Contractor shall design and develop the sequencing of all work as required by the plans and prepare shop drawings of sufficient detail to fabricate all components necessary for completion of the contract. Sequencing details and shop drawings shall be certified by the Contractor and submitted to the Engineer.

627.3.1-Field Dimension Verification: The Contractor shall field verify all plan dimensions to insure accuracy of expansion joint fabrication prior to submission of shop drawings.

627.3.2-Preformed Silicone Coated Foam Sizing: The Preformed Silicone Coated Foam Bridge Expansion Joint System shall be sized according to the manufacturer's guidelines. A representative of the manufacturer shall measure each joint in the field and verify the required size of each joint prior to submission of shop drawings.

627.4-PREPARATION OF JOINT:

The Contractor shall remove the existing expansion joint assembly to the limits shown in the plans. The opening left by the removal of the joint shall meet the dimensional requirements shown in the plans. If additional concrete is needed to extend the deck to obtain the required joint opening, this work and material shall be included in this item.

The Contractor to the satisfaction of the Engineer shall inspect the portion of the existing expansion joint assembly to remain in place as shown in the plans. If, in the opinion of the Engineer, the remaining steel assembly has been separated from the anchor studs or the anchor studs are no longer bonded to sound concrete, the Contractor shall cut the deck, remove those portions of the existing steel and studs, and fill the void with elastomeric concrete or Class K Structural Concrete to the limits shown for placing the new joint. The repair material shall be fully cured prior to pouring the elastomeric concrete headers. These repairs, if required, shall be included in this item unless otherwise shown in the plans.

Care shall be taken to not damage the reinforcing bars or their bond to the existing concrete. Any bars missing or damaged beyond repair, in the opinion of the Engineer, shall be replaced with new epoxy coated bars of comparable size. These bars shall be coupled to sound rebars once the damaged portions have been removed. These repairs, if required, shall be done in accordance with Sections 104.3 and 109.4 of the Specifications unless otherwise shown in the plans.

The Contractor shall protect from damage all materials, which are to remain in place. Materials damaged due to the Contractor's operations, as determined by the Engineer, shall be repaired or replaced at no additional cost to the Department and to the satisfaction of the Engineer.

627.5-INSTALLATION:

627.5.1-Elastomeric Concrete: The Contractor shall notify the Director of MCS&T through the Engineer a minimum of seven days prior to installation of any elastomeric concrete

required by the plans. Notification will include the contract number, elastomeric concrete product name, and approximate date of installation.

The manufacturer's representative shall advise both the Engineer and the Contractor regarding proper installation procedures to assure elastomeric concrete be installed correctly. The material shall be installed in accordance with the recommendations of the manufacturer's representative and the approved shop drawings. In the event of a conflict, the Engineer's final decision will be binding.

An experienced technical representative employed by the Manufacturer of the elastomeric concrete shall be present during the first phase of substrate preparation and material installation. All elastomeric concrete placement shall be under the direction of the manufacturer's representative.

Remove all loose and unsound concrete from the surface within the joint area. Blast clean the joint area, steel retainer and anchorage in accordance with the Structural Steel Painting Council Specification SP10 immediately prior to placement of elastomeric concrete. The joint area must be clean and dry at the time of the elastomeric concrete pour.

Prior to placing elastomeric concrete, the concrete recess, including the steel parts of the joint and areas adjacent to the recess where damaged concrete has been removed, shall be coated with the Manufacturer's recommended bonding compound.

After installation is completed, the manufacturer's representative shall certify to the Engineer, in writing, that elastomeric concrete was installed in accordance with the Manufacturers' requirements.

627.5.2-Preformed Silicone Coated Foam Bridge Expansion Joint System:

The preformed silicone coated foam, field applied epoxy adhesive, and field applied silicone sealant shall be installed per the contract plans and the manufacture's specifications. The manufacturer's representative shall advise both the Engineer and the Contractor regarding proper installation procedures to assure the Preformed Silicone Coated Foam Bridge Expansion Joint System is installed correctly. The material shall be installed in accordance with the recommendations of the manufacturer's representative and the approved shop drawings. In the event of a conflict, the Engineer's final decision will be binding.

After installation is completed, the manufacturer's representative shall certify to the Engineer, in writing, that the Preformed Silicone Coated Foam Bridge Expansion Joint System was sized and installed in accordance with the Manufacturers' requirements.

627.6-WATERTIGHT INTEGRITY TEST:

When at least five days have passed after the joint system has been fully installed, the Contractor shall test the entire (full-length) joint system for watertight integrity. He shall employ a method satisfactory to the Engineer. The entire joint system shall be covered with water, either ponded or flowing, for a minimum duration of 15 minutes. The concrete surfaces under the joint shall be inspected, during this 15 minute period and also for a minimum of 45 minutes after the supply of water has stopped, for any evidence of dripping water or moisture. Water tightness shall be interpreted to be no free dripping water on any surface on the underside of the joint. Patches of moisture shall not be cause for non-acceptance.

Should the joint system exhibit evidence of water leakage at any place whatsoever, the Contractor shall locate the place(s) of leakage and he shall take any and all measures necessary to stop the leakage. The Engineer will approve measures deemed necessary by the Contractor.

In the event that measures to eliminate leakage have to be taken, a subsequent water integrity test shall be performed subject to the same conditions as the original test.

627.7-ACCEPTANCE CRITERIA:

The Engineer shall not accept the Contractor's work if, in his judgment, the following criteria are not met:

- a. The Contractor fails to store, handle, mix, or install the materials according to the Manufacturer's recommendations and as specified herein.
- b. Any voids or bubbles are found in the in-place elastomeric concrete. If found, the defective concrete shall be removed and replaced by the Contractor.
- c. Degradation of material properties under field conditions is detected. The Contractor shall replace any material showing degradation.
- d. The joint fails the "watertight integrity test". If failure occurs, repairs shall be conducted in accordance with the test requirements.
- e. If the Preformed Silicone Coated Foam needs to be resealed for whatever reason, the Contractor will do it.

If the finished joint system contains shrinkage cracks sufficient to cause debonding, or if the system became damaged during construction or by traffic prior to final acceptance, the joint system shall be removed and replaced by the Contractor.

All work done as a result of the acceptance criteria shall be done at no additional cost to the Department.

627.8-METHOD OF MEASUREMENT:

Preformed Silicone Coated Foam Bridge Expansion Joint System will be measured in place along the centerline of the joint in linear feet.

627.9-BASIS OF PAYMENT:

The removal of existing concrete and the old expansion device, to the limits shown in the plans, any modifications to the existing expansion dam, and the placement of specified materials to rebuild the expansion device shall be included in the payment for the items below. The quantities, determined above, will be paid for at the contract unit price bid for the items below, which price and payment shall be full compensation for furnishing all materials and doing all the work herein prescribed, including all the Manufacturer's cost, labor, tools, equipment, supplies and incidentals necessary to complete the work.

627.10-PAY ITEM:

ITEM	DESCRIPTION	UNIT
627016-001	Remove And Rebuild Expansion Joint, Preformed Silicone Coated Foam	LF
627025-002	Expansion Joint System Behind Approach Slab, Preformed Silicone Coated Foam	LF (Meter)

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS

SPECIAL PROVISION

FOR

STATE PROJECT NUMBER: _____

FEDERAL PROJECT NUMBER: _____

FOR

SECTION 645

REINFORCED SOIL SLOPES

645.1-DESCRIPTION:

ADD THE FOLLOWING SUBSECTION AFTER THE FIRST PARAGRAPH:

Elastic Inclusion work shall consist of installation of an elasticized Expanded Polystyrene (EPS) and geotextile separation fabric between the back of concrete surfaces and backfill material, in accordance with these specifications and in close conformity with manufacturer's recommendations, the lines shown on the plans or as established by the Engineer.

645.2-MATERIALS:

ADD THE FOLLOWING SUBSECTION:

645.2.3-Elasticized Expanded Polystyrene (EPS) Material:

(a) Elasticized Expanded Polystyrene (EPS): EPS shall have a size tolerance of 1/8" for each dimension and conform to the following:

Physical Property	Test Method	Requirements
Compressive strength	ASTM D-1621	5 psi +/- 0.4 psi @ 10% strain
Water Absorption	ASTM C-272	Max. 3% by volume
Insect Resistance	ASTM D-3345	Resistance to ants, termites, etc.

The EPS shall be elasticized, with a linear-elastic stress-strain behavior up to 10 percent strain and linear proportional stress-strain behavior up to 30 percent strain.

The EPS shall contain no chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), hydrofluorocarbons (HFCs) or formaldehyde. It shall be chemically and biologically inert when in contact with acidic and alkaline soils. It shall be treated to prevent insect attack.

Materials shall withstand temperature variations from -68°F to 140°F without deforming and shall maintain their original dimensions and placement without chipping, spalling, or cracking. Material shall not deteriorate because of contact with sodium chloride, calcium chloride, mild alkalis and acids, or other ice control materials.

The EPS shall contain a flame retardant additive.

- (b) Geotextile Separation Fabric:** A non-woven geotextile separation fabric shall be placed between the EPS and the backfill material. Fabric joints shall have a minimum overlap of 1 foot. Fabric shall extend a minimum of 1 foot beyond the EPS surface and overlap with adjacent concrete surface.

The separation fabric shall have the following properties:

Physical Property	Test Method	Requirements
Grab Strength	ASTM D-4632	Min. 250 lb.
Puncture Strength	ASTM D-4833	Min. 110 lb.
Tear Strength	ASTM D-4533	Min. 90 lb.
Permittivity	ASTM D-4491	Min. 0.5 sec-1
Apparent Opening Size	ASTM D-4751	Max. 0.3 mm

Geotextile separation fabric shall be protected from mud, dirt, dust, sunlight, and debris during transport and storage. Material shall be inert to commonly encountered chemicals; resistant to mildew, rot, insects, and rodents; and biologically and thermally stable. Geotextile separation fabric for subsurface installation shall not be exposed to direct sunlight for more than 24 hours during installation.

Tensile strength requirements are in the machine and cross-machine directions.

- (c) Adhesive:** Adhesive shall be used to bond the EPS to concrete surfaces and the separation fabric to the EPS. It shall be applied in accordance with the EPS manufacturer's recommendations.

- (d) Backfill Material:** Backfill material adjacent to the separation fabric shall be in accordance with 645.2.2.

645.3-FOUNDATION PREPARATION:

ADD THE FOLLOWING SUBSECTION AFTER THE FIRST PARAGRAPH:

Before placement of EPS, concrete surfaces shall be abrasive blast cleaned with a positive contact sandblaster or adhesives manufacturer's recommendation and approved by the Engineer to remove all non-adherent laitance, oil, grease or other foreign or deleterious matter.

645.4-GEOSYNTHETIC INSTALLATION:

ADD THE FOLLOWING SUBSECTION AFTER THE SECOND PARAGRAPH:

The EPS shall be attached to the back of the concrete surfaces with an adhesive compatible with the material.

The concrete surface must be thoroughly dry and clean for adhesive for the application of the EPS. Adhesive shall be applied in accordance with the adhesive manufacturer's recommendation or approval.

The separation fabric may be installed after the EPS has been installed or it may be pre- attached to the EPS. The separation fabric shall cover all exposed surfaces of the EPS.

EPS and separation fabric shall be installed in accordance with the manufacturer's recommendations.

645.7-ACCEPTANCE:

ADD THE FOLLOWING SUBSECTION AFTER THE FIRST PARAGRAPH:

Elasticized EPS shall be tested by an independent commercial laboratory, to verify the material requirements specified herein. The Contractor shall provide written documentation of all tests specified. Documentation shall include style, lot, roll numbers, and actual results of each test. In addition, the name, address, phone number of the testing laboratory, and date of testing shall be provided.

After the EPS has been installed and before the work has been accepted, the Contractor and Inspector shall perform a visual inspection of EPS coverage and adhesion to the concrete surface. Any area deemed unacceptable and questionable as to remaining in position during the placement of the backfill material shall be replaced or repaired, as required.

Unacceptable portion of the EPS shall be removed and the concrete surface shall be prepared and the EPS installed in accordance with this special provision. New EPS in the repair areas shall be visually inspected after curing. The cost of all additional work for repairing or replacing of the defective joint material shall be borne by the Contractor.

645.8-METHOD OF MEASUREMENT:

ADD THE FOLLOWING SUBSECTION AFTER THE SECOND PARAGRAPH:

The units of measurement for the Elasticized EPS material shall be incidental to the area of the geosynthetic soil reinforcing material as shown in the contract plans.

645.9-BASIS OF PAYMENT:

ADD THE FOLLOWING SUBSECTION AFTER THE FIRST PARAGRAPH:

The quantity of EPS material placed will be included in the contract unit price for Item 645001-001, Primary Reinforcement, 2400 lb./ft.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION**DIVISION OF HIGHWAYS****SUPPLEMENTAL SPECIFICATION****FOR****STATE PROJECT NUMBER:** _____**FEDERAL PROJECT NUMBER:** _____**FOR****SECTION 708****JOINT MATERIALS****NEOPRENE SHEET FOR SEMI-INTEGRAL ABUTMENTS**

ADD THE FOLLOWING SUBSECTION:

708.11 - NEOPRENE SHEET FOR SEMI-INTEGRAL ABUTMENTS**708.11.1 – General Requirements:**

The neoprene sheeting shall be 3/32-inch thick general purpose, heavy duty neoprene sheet with nylon fabric reinforcement meeting the requirements of this Special Provision, or an approved alternate. A couple of optional products meeting this requirement are: "Fairprene Number NN0003", by E. I. DuPont De Nemours and Company, Inc., "Wingprene" by the GoodyearTire and Rubber Company.

708.11.2 – Test Requirements:

The neoprene sheeting shall conform to the following:

Description of Test	ASTM Method	Requirement
Thickness, inch	D 751	3/32 +/- 0.01
Breaking strength, grab WXF, N, minimum	D 751	3130 x 3130
Adhesive 1-inch strip, 2-inch minimum, N minimum	D 751	27
Burst Strength (mullen) psi, minimum	D 751	1,400

Heat aging 70 hours T 100 C, 180 bend without cracking	D 2136	No cracking of coating
Low temperature brittleness 1 hour at -40 C, bend around 1/4-inch mandrel	D 2136	No cracking of coating

708.11.3 – Installation:

A 3-foot wide neoprene strip shall be installed at locations shown on the plans. The neoprene sheeting shall be secured to the concrete with 1 1/4" (length) x 3/32" (shank diameter) x 1/4" (head diameter) galvanized button head spikes through a 3/32-inch (outside diameter), 1/8-inch (thick) galvanized washer. Other similar galvanized devices that will not damage either the neoprene or the concrete may be used subject to the approval of the Engineer.

Maximum fastener spacing shall be 9 inches unless otherwise noted herein or on the Plans.

708.11.3.1 – Horizontal Joints:

For horizontal joints, the neoprene strip shall be secured with the fasteners, spaced as shown on the Plans. Laps in the length of the strips, due to material manufacturing only, shall be at least 1 foot in length, if not vulcanized or adhesive bonded, or 6 inches in length if the lap is vulcanized or adhesive bonded.

708.11.3.2 – Vertical Joints:

The vertical neoprene strips shall be continuous and completely overlap the horizontal strips. Laps in vertically installed neoprene strips are not permitted. For the vertical joints, the neoprene strip shall be secured by using a single line of fasteners along the edge nearest to the centerline of roadway. The distance from the vertical edge of the neoprene strip to the fasteners shall be 6 inches (+/-). Also install 2 additional fasteners at 6 inches center to center across the top of the neoprene strip on the same side of the joint as the single vertical row of fasteners is located.



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
Division of Highways
Office of the District Manager
District Two
P. O. Box 880 • Huntington, West Virginia 25712-0880 • 304/528-5625

6/23/2025

RIGHT OF WAY CERTIFICATE

State Project No.: S322-10-28.14 00
Federal Project No.: STBG-0010(322)D
Construction Project

US Army SP4 Darrell Gregory Triplett Memorial Bridge
District 2

This is to certify that all right of way for the above referenced project has been acquired or legal right of entry obtained on all parcels including control of access rights, when pertinent, with the exception of acquisition of a certain parcel specifically enumerated on the attached Right of Way Status Report in accordance with 23 CFR 635C, .309, Paragraph (c) (3). No families or businesses are to be relocated as a result of this project.

The circumstances with respect to the acquisition of the parcel indicated warrant preceding with the construction on the basis it will be in the best public interest to do so in advance of the complete availability of the said parcel.

All right of way will be acquired in accordance with the current directive(s) covering the acquisition of real property.

DISTRICT TWO RIGHT OF WAY AGENT

A handwritten signature in blue ink, appearing to read "H. W.", positioned over a horizontal line.

West Virginia Department of Transportation
Division of Highways

Utility Status Report

State Project No. S322-10-28.14 00

Name of Project: US Army SP4 Darrell Gregory Triplett Memorial Bridge

Federal Project No. STBG-0010(322)D

County: Lincoln

Construction Project No. 2023220005

Date: 6/23/2025

DATES INDICATED FOR COMPLETION ARE ESTIMATED
THE ACTUAL COMPLETION MAY VARY FORTY-FIVE DAYS

NO UTILITY INVOLVEMENT

ALL APPROVED VERIFICATIONS AND RELOCATIONS ARE THE RESPONSIBILITY OF THE CONTRACTOR.

NOTE: Contractor shall notify Miss Utility @ 1-800-245-4848 to locate underground utilities before the start of construction.

Prepared by



UTILITY COORDINATOR



**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
Division of Highways**

Stephen T. Rumbaugh, P.E.
Secretary of Transportation
Commissioner of Highways

7/8/2025

LETTER OF NON-REGISTRATION

State Project No.: S322-10-28.14 00

Federal Project No.: STBG-0010(322)D

Project Name: US Army SP 4 Darrell Gregory Triplett Memorial Bridge

County: Lincoln

It has been confirmed by the District that the subject project does not require registration under the NPDES Construction Stormwater General Permit under the current guidelines. The scope of work on this project is Bridge No. 3173.2, Sidewalk, Guardrail, Pavement Markings and less than 1.0 acre of disturbance is anticipated.

If you should require additional information, please contact Carl Austin Adkins at (304)399-0127.

I certify this project has been reviewed and a determination has been made that the subject project does not require registration under the current NPDES Construction Stormwater General Permit and guidelines.

Martie Grier

District Environmental Coordinator

7-8-25

Date

Carl Austin Adkins

District Project Manager

7/8/25

Date

James Feltner

District Engineer/Manager

7/8/25

Date



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

Office of the District Engineer/Manager

District Two

P. O. Box 880 · Huntington, West Virginia 25712-0880 · (304) 528-5625

June 23, 2025

BRIDGE STATEMENT

CONSTRUCTION PROJECT NUMBER: S322-10-28.14 00 STBG-0010(322)D

ROUTE NUMBER AND NAME: 10 US Army SP 4 Darrell Gregory Triplett Memorial Bridge

BEGIN: 0.04 miles West of CR 10/6

END: 0.06 miles East of CR 10/48

COUNTY: Lincoln

Route 10 has no posted bridges except those listed below:

	<u>ROUTE</u>	<u>M.P.</u>	<u>POSTED LIMIT</u>
1)			
2)			
3)			
4)			
5)			
6)			

The District Bridge Engineer must be contacted prior to making any alteration, bracing, shoring, or hauling on any bridge that is posted for weight restriction.

Zachery Cumm

 Digitally signed by Zachery Cumm
 C=US, E=zachery.cumm@wv.gov,
 O=WV DOT-DOH, OU=0298, CN=Zachery
 Cumm
 Date: 2025.07.01 09.07.08-04'00

DISTRICT BRIDGE ENGINEER

DISTRICT 2 CONSTRUCTION STATEMENT

STATE PROJECT NO.: S322-10-28.14 00
FEDERAL PROJECT NO.: STBG-0010(322)D

ROUTE NO. AND DESCRIPTION.: 10 Bridge No. 3173.2,
County: Lincoln Sidewalk, Guardrail,
Pavement Markings

THE ABOVE REFERENCED PROJECT HAS BEEN REVIEWED BY THIS OFFICE AND
ACCEPTABLE AGREEMENT HAS BEEN ACHIEVED ON QUANTITIES AND CONSTRUCTABILITY.

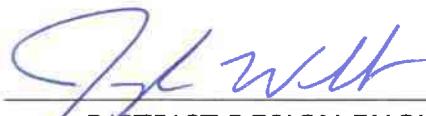


DISTRICT CONSTRUCTION ENGINEER

7/9/2025

DATE

Contact Confirmation:



DISTRICT DESIGN ENGINEER

7/9/25

DATE

This document can be used as a contact report for District and/or Central
Office files if no conflict is present. If additional documentation is necessary
a regular contact report can be attached.



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

Office of the District Engineer

District Two

801 Madison Ave, Huntington, WV 25704 - (304) 528-5920

Stephen T. Rumbaugh, P.E.
Secretary of Transportation
Commissioner of Highways

April 23, 2025

District Traffic Engineer's Statement

State Project No.: S322-10-28.14 00

Federal Project No.: STBG-0010(322)D

Project Name: US ARMY SP 4 DARRELL GREGORY TRIPPLETT MEMORIAL BRIDGE

County: LINCOLN

The above referenced project has been reviewed by this office and is in concurrence with the plan document maintenance of traffic notes regarding the removal of traffic control so that no work shall be performed on specified holiday weekends, fairs/festivals, and/or any public event that may impede adequate traffic flow on our NHS system which includes the interstate, APD, US routes or major WV routes, especially four lane facilities, with extended mot closures.

This project has been reviewed and a determination has been made that the subject project complies with our WVMOT procedures for holiday travel and the traffic control plan for the above referenced project has been reviewed by this office and any comments or recommendations have been offered in writing.

Patrick Danville

District Traffic Engineer

4/23/25

Date

Carl Anat Adkins

District Project Manager

4/23/25

Date

"General Decision Number: WV20250108 06/27/2025

Superseded General Decision Number: WV20240108

State: West Virginia

Construction Type: Highway

Counties: Boone, Jackson and Lincoln Counties in West Virginia.

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)(1).

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 \$17.75 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 2025.
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 \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

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	01/03/2025
1	01/31/2025

2 05/30/2025
3 06/27/2025

ELEC0317-006 10/02/2023

Rates Fringes

TRAFFIC SIGNALIZATION:

Groundsman.....\$ 22.12 3%+25.60

ENGI0132-002 12/01/2024

Rates Fringes

OPERATOR: Crane.....\$ 40.35 20.30

ENGI0132-003 12/01/2024

Rates Fringes

OPERATOR:

Backhoe/Excavator/Trackhoe.....\$ 37.59 20.30

ENGI0132-004 12/01/2024

Rates Fringes

OPERATOR: Bobcat/Skid

Steer/Skid Loader.....\$ 37.59 20.30

ENGI0132-005 12/01/2024

Rates Fringes

OPERATOR: Broom/Sweeper.....\$ 37.59 20.30

ENGI0132-030 12/01/2024

Rates Fringes

OPERATOR: Bulldozer.....\$ 37.59 20.30

ENGI0132-031 12/01/2024

Rates Fringes

OPERATOR: Drill.....\$ 37.59 20.30

ENGI0132-032 12/01/2024

Rates Fringes

OPERATOR: Forklift.....\$ 37.59 20.30

ENGI0132-033 12/01/2024

Rates Fringes

OPERATOR: Grader/Blade.....\$ 37.59 20.30

ENGI0132-034 12/01/2024

Rates Fringes

OPERATOR: Milling Machine.....\$ 37.59 20.30

ENGI0132-035 12/01/2024

Rates Fringes

OPERATOR:

Paver/Spreader/Finish
equipment(asphalt, aggregate,
& concrete).....\$ 37.59 20.30

ENGI0132-036 12/01/2024

Rates Fringes

OPERATOR: Loader

Up to six (6) cubic yard
capacity.....\$ 37.59 20.30

ENGI0132-037 12/01/2024

Rates Fringes

OPERATOR: Mechanic.....\$ 37.59 20.30

ENGI0132-038 12/01/2024

Rates Fringes

OPERATOR: Post Driver
(Guardrail/Fences).....\$ 37.59 20.30

* LADC0001-001 12/01/2024

Rates Fringes

LABORER: Common or General.....\$ 29.00 17.40

LADC0001-002 12/01/2024

Rates Fringes

TRAFFIC CONTROL PERSON.....\$ 27.91 17.40

LADC0001-004 12/01/2024

Rates Fringes

LABORER: Grade Checker.....\$ 29.00 17.40

LADC0001-006 12/01/2024

Rates Fringes

LABORER: Laser Screeed Operator...\$ 30.03 17.40

LADC0001-007 12/01/2024

Rates Fringes

LABORER: Asphalt, Includes
Raker, Shoveler, Spreader and
Distributor.....\$ 29.00 17.40

LADC0001-008 12/01/2024

Rates	Fringes
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LABORER: Guardrail

Installation.....\$ 29.00 17.40

LADC0001-010 12/01/2024

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

LABORER: Pipelayer.....\$ 29.00 17.40

SUWV2022-028 09/11/2024

Rates	Fringes
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CARPENTER.....\$ 27.72 19.44

CEMENT MASON/CONCRETE FINISHER...\$ 28.67 18.85

IRONWORKER.....\$ 34.87 19.50

LABORER: Mason Tender -

Cement/Concrete.....\$ 26.59 16.30

OPERATOR: Roller.....\$ 29.38 18.60

TRUCK DRIVER: Dump Truck.....\$ 29.04 16.15

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) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical

order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"