



# CONSTRUCTION MANAGEMENT MANUAL

## SECTION IV - FEDERAL

---

### Appendix F - Table of Contents

- Appendix F.01.1 - Procurement Checklists
- Appendix F.02.1 - SOQ Checklist
- Appendix F.02.2 - Certification of Good Fair Efforts dated 1/4/17
- Appendix F.02.3 - On-Call Assurance Commitment
- Appendix F.02.4 - Project Specific Assurance Commitment
- Appendix F.02.5 - 2016 LPA FHWA Check list
- Appendix F.02.6 - LPA DBE Affidavits Forms Update MEMO 7.9.2018
- Appendix F.03.1- Joint Check Request- LPA
- Appendix F.04.3 - FHWA Tips on evaluating a CUF
- Appendix F.04.4 - DBE Termination Substitution Reduction Request Form
- Appendix F.04.5 - DBE Certification of Final Payment - LPA
- Appendix F.04.6 - MCDOT DBE Affidavit Form Errors and Tips LPA 06292018
- Appendix F.05.2 - FHWA 1273
- Appendix F.07.1 - Bulletin Board Appendix
- Appendix F.07.2 - Bulletin Board Checklist
- Appendix F.09.1 - Sample Fringe Plan Calculation Spreadsheet
- Appendix F.09.2 - Sample Fringe Plan Summary
- Appendix F.09.3 - SF1444 (CFR)
- Appendix F.09.4 - Contractor Employee Interview Form
- Appendix F.09.5 - CERTIFIED PAYROLL CHECKLIST
- Appendix F.09.6 - Wage Deduction Authorization form
- Appendix F.09.7 - Sample Payroll Letter
- Appendix F.09.8 - MCDOT SRF
- Appendix F.09.9 - Subcontract Approval Checklist
- Appendix F.10.1 - Sample PreCon Agenda
- Appendix F.10.2 - Weekly Meeting Agenda
- Appendix F.10.3 - Independent Review Report TT369 Northern Parkway Overpass Progress
- Appendix F.10.4 - Prompt Pay Letter Example
- Appendix F.10.5 - Payroll Letter Example
- Appendix F.11.1 - Pre Notification Change Order letter
- Appendix F.12.1 - Subcontractor Log
- Appendix F.12.2 - Inspection Sign Salvage Manifest
- Appendix F.13.1 - Blank SBE Form
- Appendix F.14.1 - Appendix A - ADOT LPA Manual - Materials Assurance Program
- Appendix F.14.2 - MCDOT Sampling & Testing Guide
- Appendix F.14.3 - MATERIAL CERTS CHECKLIST
- Appendix F.14.4 - Materials Certification Final Package
- Appendix F.15.1 - MCDOT Closeout Checklist
- Appendix F.16.1 - ADOT CA Change Order Process dated 12/12/17



**MCDOT PROCUREMENT CHECKLIST**  
Federal Requirements for Construction Contracts

TT#:	Project No.:	Project Name and Temini:		
Document Provided By	Document Name	Brief Description	Completed By (Initials)	Date Completed
FHWA	Form AZPR2X	Letter from FHWA authorizing the project construction		
	<i>(Prior to receiving this letter, a package consisting of the project plans, specifications, and estimate of construction cost (PS&amp;E); DBE and OJT Determinations; right-of-way, utility, environmental and railroad clearances; and reconciliation of project funding sources is sent to FHWA for their review and authorization to advertise the physical construction for bids. (23 CFR 635.309) If approved, FHWA will return an approval letter authorizing the work to be constructed.)</i>			
Utility	Utility Clearance Letter	Requirements or Exceptions noted within the Special Provisions		
ADOT	Environmental Clearance Letter	Requirements or Exceptions noted within the Special Provisions		
	DBE Goal Determination and Special Provisions (EPRISE)	Process Worksheet to receive letter from ADOT BECO		
	OJT Goal Determination and Special Provisions (if applicable)	Process Worksheet to receive letter from ADOT BECO		
	Materials Clearance Letter	For Owner-Furnished Borrow or Aggregate Source		
MCDOT and/or Designer	Right of Way Clearance Letter	Requirements or Exceptions noted within the Special Provisions		
	Geotechnical Investigation Report	Requirements or Exceptions noted within the Special Provisions and/or Project Plans		
	IGAs	Inter-Governmental Agreements (if applicable)		
	Title VI Assurances	MCDOT Title VI Program		
Standard Federal Document	Buy America	Buy America specification is included in Special Provisions		
	Form FHWA 1273	FHWA 1273 (sometimes referred to as pink sheets) included in Special Provisions		
Railroad	Right of Way Clearance Letter	Railroad Right of Way Clearance (if applicable)		



**MCDOT PROCUREMENT CHECKLIST**  
Federal Requirements for Professional Services Contracts

TT#:	Project No.:	Project Name and Temini:		
Document Provided By	Document Name	Brief Description	Completed By (Initials)	Date Completed
FHWA	Form AZPR2X	Letter from FHWA authorizing the project construction		
	<i>(This letter is specific to a project; however, it should be verified that it is in the project records for any project a consultant will be working on.)</i>			
ADOT	DBE Goal Determination and Special Provisions (EPRISE)	Process Worksheet to receive letter from ADOT BECO		
MCDOT	Title VI Assurances	MCDOT Title VI Program		

## CONTRACTS CHECKLIST FOR SOQ PROJECTS

<b>Project Name:</b> On Call Construction Administration Svcs	<b>Contract No.</b> 2013-013 & 2013-014		
<b>Project Manager:</b> Lisa Ruane	<b>Work Order:</b> N/A		
<b>Selection Committee:</b> Lisa Ruane, Alfred Erives, Chuck Christiansen, Paul Cook, Fritz Huber (FCD)	<b>IGA No.</b> N/A		
	<b>Resolution No.</b> N/A		
<b>Contracts:</b> Bonnie Williams			
<b>Contract Type:</b> <input type="checkbox"/> Appraisal <input type="checkbox"/> Construction <input type="checkbox"/> Flood Delineation Study <input type="checkbox"/> Legal <input type="checkbox"/> Planning <input type="checkbox"/> CAR <input type="checkbox"/> Design <input type="checkbox"/> Title & Escrow <input type="checkbox"/> On-Call <input type="checkbox"/> Study <b>Funding:</b> <input type="checkbox"/> CIP <input checked="" type="checkbox"/> Operating <b>Method:</b> <input checked="" type="checkbox"/> Letter of Interest <input type="checkbox"/> Register Selection			
<b>Contracts Manager and Project Manager agree on the following dates:</b>			
<b>Step</b>	<b>Task</b>	<b>Target Date</b>	<b>By</b>
<b>General Information:</b>	Contracts Staff: Bonnie Williams		
	Procuring 2 contracts, Shortlisting 4 firms		
<b>Contract Initiation:</b>	Meet w/Contracts to rev. evaluation criteria	04/02/13	Project Manager
	Preparation of SOW & SOQ	04/04/13	Project Manager
	Submit SOW & SOQ to Contracts	04/04/13	Project Manager
	Advertisement to Newspaper	04/05/13	Contracts
	Email to Consultant Registry	04/11/13	Contracts
	Advertisement Date - First	04/11/13	Contracts
	Advertisement Date - Second	04/18/13	Contracts
	Presubmittal Mtg. (1:30 to 2:30)	N/A	Committee
	SOQ Due Date	05/15/13	Contracts
	SOQ Selection Date (9:30 to 10:30) Kokopelli Rm	05/29/13	Committee
	SOQ Short-List Approval - MCDOT Director	05/31/13	Contracts
<b>Interviews: (Step 2 - Optional)</b>	Interview Times: ( 8:00, 9:00, 10:00, 11:00 ) Kokopelli Rm	06/11/13	Committee
	Date of Selection	06/11/13	Committee
	Selection Approval by MCDOT Director	06/13/13	Contracts
	Name of Consultant Selected		
	Notification of Consultant Selected	06/18/13	Project Manager
	Scoping Session		Project Manager
	Draft Fee Proposal and SOW Due	06/28/13	Consultant
	Fee Negotiation Meeting		Project Manager
	Final Fee Proposal and SOW to Contracts	07/09/13	Consultant
	Final Fee Proposal and SOW to PM	07/09/13	Project Manager
	Contract Prepared/Sent	07/16/13	Contracts
	Executed Contract Returned	07/26/13	Contracts
<b>Contract Routing:</b>	Agenda Item to Contracts	07/16/13	Project Manager
	Agenda Item Entered Into SOLAR	07/17/13	Contracts
	Contract Forwarded to Clerk of Board	07/26/13	Contracts
	Begin Internal Routing	08/22/13	Contracts
	Board of Supervisors Approval	08/21/13	Contracts
	NTP Issued - Notification	08/30/13	Project Manager
	NTP Issued - Official	08/30/13	Contracts

<b>Process Timeframe</b>	
--------------------------	--

<b>Comments:</b>	Lisa - at the time the contracts are prepared, send the Agenda Item to Sandra Dubose to start the internal routing process in SOLAR. It may be possible to get the Agenda Item on the 8/7/13 BOS meeting.
------------------	---



## PROFESSIONAL SERVICES/DESIGN CERTIFICATION OF GOOD FAITH EFFORTS

*Submit completed GFE Form (pages 1 – 6 only) with backup documentation, if any*

### General

Complete all sections of the form and include all back-up documentation. Incomplete forms will be returned unprocessed. For the purpose of this form, project specific contracts shall be evaluated on a contract basis and on-call contracts will be evaluated on a task order by task order basis. **For on-call contracts, consultants must complete this form by detailing efforts made to find additional DBEs if their current DBEs are unable to perform the work needed for this task order.** If the information does not relate to the task order in review, this GFE will be denied. The Agency reserves the right to request further documentation from the Consultant/ Subconsultant(s) to support and validate actions undertaken to secure DBE participation to meet the DBE goal for this contract/task order.

### Attestation

I, (Name) \_\_\_\_\_, do hereby acknowledge that I am the (Title) \_\_\_\_\_

of (Name of Firm) \_\_\_\_\_ and the Consultant selected for the Agency project listed below:

Contract No.	Mod No.	Task Order No.	TRACS No.	Project Name	Total Contract/Task Amount *	DBE Percentage	
						Contract Goal	Committed Goal

\* Total Contract/Task Amount must include any previous amounts of the Contract or Task Order.

Provide a brief summary on why you believe your firm is unable to meet the DBE participation goals on this contract/task order. Attach additional pages if necessary.

I hereby certify I demonstrated comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract/task order in accordance with Section 14.0 of the LPA DBE Contract Specifications by my responses to the following:

### GFE Activities

#### 1. Contacting Agency and BECO For Assistance

Date contacted: \_\_\_\_\_ Agency Staff contacted: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Prime Contact Name: \_\_\_\_\_ BECO Staff contacted: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Brief summary of discussion and resolution:

Was a DBE Supportive Services Solicitation Request submitted?      Yes      No      Submission Date \_\_\_\_\_



**PROFESSIONAL SERVICES/DESIGN**  
**CERTIFICATION OF GOOD FAITH EFFORTS**

*Submit completed GFE Form (pages 1 – 6 only) with backup documentation, if any*

**2. Market Research and Soliciting Through All Reasonable Means**

List all DBE solicitations made for this contract/task order.

Solicitation Activity	Date	Name of Interested DBEs	Follow-Up Date

**3. Selecting Portions of Work to be Performed by DBEs**

List work items needed to be performed and include how work items were broken down into economically feasible units to facilitate DBE participation.


**4. Provide Interested DBEs With Project Information**

Explain how interested DBEs were provided with access to project information.



**PROFESSIONAL SERVICES/DESIGN**  
**CERTIFICATION OF GOOD FAITH EFFORTS**

*Submit completed GFE Form (pages 1 – 6 only) with backup documentation, if any*

5. Negotiate In Good Faith With Interested DBEs – When a non-DBE is selected over a DBE, attach copies of the DBE and non-DBE firms’ quotes.

A. Identify DBE firms in which negotiations were considered but were unsuccessful.

DBE Firm Name & Contact Person	Address	Phone Number

B. Explain why negotiations above were unsuccessful.

DBE Firm Name	Explanation

6. Having Sound Reason For Rejecting DBEs

Explain why any DBE(s) was rejected for being unqualified.

DBE Firm Name	Explanation



**PROFESSIONAL SERVICES/DESIGN**  
**CERTIFICATION OF GOOD FAITH EFFORTS**

*Submit completed GFE Form (pages 1 – 6 only) with backup documentation, if any*

**7. Assisting Interested DBEs – Bonding, Credit, Insurance**

Identify interested DBE firms in which assistance was provided in obtaining bonding, credit or insurance.

DBE Firm Name	Assistance Offered

**8. Assisting Interested DBEs – Equipment, Supplies, Materials, Related Services**

Identify interested DBE firms in which assistance was provided in obtaining necessary equipment, supplies, materials, or related assistance or services.

DBE Firm Name	Assistance Offered

**9. Minority/Women Community Organizations**

Identify minority/women community organizations used for providing assistance in the recruitment and placement of DBEs.

Organization Name	Contact Person	Assistance Requested



**PROFESSIONAL SERVICES/DESIGN  
CERTIFICATION OF GOOD FAITH EFFORTS**

*Submit completed GFE Form (pages 1 – 6 only) with backup documentation, if any*

This is not intended to be a mandatory checklist nor is it intended to be an exclusive or exhaustive list of good faith efforts. Other factors or types of efforts may be relevant on a case-by-case basis as determined by ADOT BECO.

10. Other comments or information you want the Agency and ADOT BECO to consider as part of your good faith effort.

**Affidavit**

The undersigned, (Name) \_\_\_\_\_, attest and declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the information provided on this certificate is true and correct to the best of my knowledge and belief.

Signature: \_\_\_\_\_  
Consultant Representative/DBE Liaison

Date: \_\_\_\_\_

**Note:** *The GFE form must be signed by an authorized signatory for the Consultant/Subconsultant.*

<b>AGENCY/BECO INTERNAL USE ONLY</b>	
Date Received: _____	Received by: _____
Date Approved / Denied: _____ <i>(Circle one)</i>	Signature: _____
Date Received: _____	Received by: _____
Date Approved / Denied: _____ <i>(Circle one)</i>	Signature: _____
<b>Comments:</b>	

---

**PROFESSIONAL SERVICES/DESIGN**  
**CERTIFICATION OF GOOD FAITH EFFORTS**

*Submit completed GFE Form (pages 1 – 6 only) with backup documentation, if any*

**APPENDIX A TO PART 26 — GUIDANCE CONCERNING GOOD FAITH EFFORTS**

**Note:**     *“YOU” means the Agency (ADOT) in the following sections of this requirement.*

- I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
  
- II. In any situation in which you have established a contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, you have the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance in this Appendix.

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call. Determinations should not be made using quantitative formulas.

- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
  
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
  - A. (1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.
  
  - (2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
  
  - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

---

## PROFESSIONAL SERVICES/DESIGN

### CERTIFICATION OF GOOD FAITH EFFORTS

*Submit completed GFE Form (pages 1 – 6 only) with backup documentation, if any*

- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.
  
- D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.
  
- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
  
- E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.
  
- (2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.
  
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
  
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
  
- H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
  
- V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)(vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation



---

## PROFESSIONAL SERVICES/DESIGN CERTIFICATION OF GOOD FAITH EFFORTS

*Submit completed GFE Form (pages 1 – 6 only) with backup documentation, if any*

to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

- VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

[79 FR 59600, Oct. 2, 2014]

Note: Contacting ADOT BECO (602 712-7761) for assistance in identifying certified DBEs that can perform work on a contract or task order is also considered a strong factor in making good faith efforts.

---

**PROFESSIONAL SERVICES/DESIGN**  
**CERTIFICATION OF GOOD FAITH EFFORTS**

*Submit completed GFE Form (pages 1 – 6 only) with backup documentation, if any)*

## **Good Faith Efforts Tips**

The intent of the Good Faith Effort Form is to document the good faith efforts undertaken by the Consultant in soliciting and utilizing DBE firms to meet the DBE participation requirements for the contract/project. The completed form will assist the Agency and ADOT in determining if the Consultant performed its due diligence, took all necessary and reasonable steps to secure DBE participation for the referenced contract/project and resulted in obtaining comprehensive good faith efforts. The Agency and ADOT Business Engagement & Compliance Office (BECO) will determine if the Consultant made satisfactory good faith efforts to secure sufficient DBE participation to meet the DBE goal. The burden of proof rests with the Consultant. **Failure to provide good faith efforts to ADOT BECO's satisfaction will result in the rejection of the proposal/modification.** However, ADOT BECO will reconsider Consultant's GFE resubmittal if Consultant has adequately and sufficiently documented its good faith efforts in obtaining DBE participation.

### Tips for Documenting Good Faith Efforts

1. Review Scope of Work (SOW) for subcontracting opportunities.
2. Make reasonable efforts to designate economically feasible and meaningful units of work for a DBE(s) that meets or exceeds the DBE goal.
3. Keep in mind that selected DBEs must perform *commercially useful function* (CUF) as required by [49 CFR §26.55](#).
4. Determine if there are DBE firms on the contract team that can do the work. If not, the Consultant must solicit other DBEs through the DBE Directory to perform work to meet or exceed the goal.
5. Some projects may be too small or do not provide meaningful units of work for subcontracting opportunities. Any reason for this must be thoroughly explained.
6. When providing good faith documentation, it is not good enough to say that project is too small to include DBEs. Consultants must explain the project SOW and why no subcontracting opportunities are possible.
7. Consultants must keep in mind that DBEs must be utilized when developing their SOWs and cost proposal. Arranging and planning work items to circumvent the utilization of Subconsultants and DBEs violates the federal regulations.
8. For on-call contracts, consultants must complete this form by detailing efforts made to find additional DBEs if their current DBEs are unable to perform the work needed for this task order.
9. When providing good faith documentation, Consultants must include:
  - a. Date, contact name of staff they contacted at BECO for assistance
  - b. List of DBE firms contacted to do the work
  - c. Any evidence of negotiations with the DBE firms
  - d. Evidence of efforts to reach out to DBE firms
10. Assistance provided to DBEs should include efforts to assist the DBE firms in obtaining bonding, lines of credit, insurance, equipment, materials, supplies or other project-related assistance.



**Professional Services**  
On-Call Contract

Disadvantaged Business Enterprise (DBE)  
Goal Assurance

ADOT TRACS No.: \_\_\_\_\_ Agency Project/Contract No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

Prime: \_\_\_\_\_ AZ UTRACS Vendor #: \_\_\_\_\_

(\_\_\_\_\_) Firm Name, (CONSULTANT) certifies that:

The proposer will meet the established DBE goal or will make good faith efforts to meet the goal for the contract and that arrangements with certified DBEs have been made prior to contract cost proposal submission;

and

The proposer will meet the established DBE goal or make good faith efforts to meet the goal on each Task Order assignments associated with the contract and that arrangements with certified DBEs have been made prior to Task Order assignments proposal submission.

THIS CERTIFICATE MAY NOT BE REVISED OR CORRECTED AFTER SUBMISSION OF THE PROPOSAL.

FAILURE TO AFFIRMATIVELY MAKE THIS DECLARATION/CERTIFICATION IN THE MANNER OUTLINED IN THE REQUEST FOR QUALIFICATIONS (RFQ) FURNISHED BY THE LPA/SUBRECIPIENT WILL CAUSE A PROPOSER'S SOQ TO BE CONSIDERED NON-RESPONSIVE.

\_\_\_\_\_  
(Name of Authorized Officer)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Authorized Officer Signature)

\_\_\_\_\_  
(Date)



**PROFESSIONAL SERVICES  
PROJECT SPECIFIC CONTRACT**

**Disadvantaged Business Enterprise (DBE)  
Goal Assurance**

ADOT TRACS No.: \_\_\_\_\_ Agency Project/Contract No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

Prime: \_\_\_\_\_ AZ UTRACS Vendor #: \_\_\_\_\_

The undersigned, fully cognizant of the requirements and of the goal established, hereby certifies that in the preparation of the proposal for the above stated federal aid project,

<input type="checkbox"/> the Proposer will meet the established DBE goal or will make good faith efforts to meet the goal for the contract and that arrangements with certified DBEs have been made prior to the SOQ and/or cost proposal submission.
---

THIS CERTIFICATE MAY NOT BE REVISED OR CORRECTED AFTER SUBMISSION OF THE PROPOSAL.

FAILURE TO AFFIRMATIVELY MAKE THIS DECLARATION/CERTIFICATION IN THE MANNER OUTLINED IN THE REQUEST FOR QUALIFICATIONS (RFQ) FURNISHED BY THE LPA/SUBRECIPIENT WILL CAUSE A PROPOSER'S SOQ TO BE CONSIDERED NON-RESPONSIVE.

\_\_\_\_\_  
(Name of Authorized Officer)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Authorized Officer Signature)

\_\_\_\_\_  
(Date)

## BECO Professional Services Contract Compliance Checklist LPA/Subrecipient Federal-Aid Contracts

Compliance Requirements		Action	
		LPA/Subrecipient	ADOT
<b>PRE- ADVERTISEMENT REQUIREMENTS</b>			
1	<p><b>Request for DBE Goal</b> - The Agency must submit a request for a DBE Goal assessment along with the Final Scope of Work to BECO prior federal authorization. The DBE Goal Assessment Email must be included in the Federal authorization package to ADOT.</p> <p><b>Include TRACS number in the request for DBE Goal.</b></p>	Agencies must coordinate with Agency PM to complete the Professional Services DBE Goal Setting Worksheet in the <a href="#">DBE Goal Setting System</a> . Submit the Final Scope of obtain the DBE Goal Assessment Email.	BECO will make a determination and provide a response within 10 days.
2	<p><b>DBE Liaison</b> is designated by prime consultant for the administration of the consultant's DBE program</p>	Agency DBE Liaison collaborates with consultant's DBE Liaison regarding DBE matters	BECO monitors and provides guidance.
3	<p><b>Good Faith Efforts (GFE)</b> is a continuous process that starts well before a proposal is submitted and continues throughout the life of the project.</p> <p><b>Proposers shall reference "<a href="#">Good Faith Effort Guide</a>" and DBE Provisions.</b> Consultant should contact the Agency and/or BECO prior to submission of bids to receive assistance locating DBEs.</p> <p><b>LPA PS EPRISE Section 14.0</b></p>	Agency documents consultant's request for assistance. Agency will notify BECO when assistance is requested. <a href="#">Reference Federal Regulations, 49, CFR 26, Appendix A</a>	BECO to provide support to the agency and to assist the prime to locate DBEs.
<b>PROPOSAL SOLICITATION PROCESS - SOQ or RFP PACKAGE REQUIREMENTS</b>			
4a.	The DBE Contract Goal obtained from the Goal Response Notice and <b>the TRACS number</b> must be incorporated into the solicitation for Project-Specific Contracts.	Agency must include the DBE Goal percentage in the Request For Qualifications (RFQ) advertisement <b>and TRACS number (if applicable)</b> in federal-aid project solicitations.	Subject to ADOT review
4b.	<p>LPA Professional Services EPRISE:</p> <p>Project Specific Contracts:</p> <ul style="list-style-type: none"> <li>• <a href="#">LPA PS EPRISE WITH GOAL</a> or</li> <li>• <a href="#">LPA PS EPRISE WITHOUT GOAL</a></li> </ul> <p>On-Call* Contracts:</p> <ul style="list-style-type: none"> <li>• <a href="#">LPA PS On-Call EPRISE WITH GOAL</a></li> <li>• <a href="#">LPA PS On-Call EPRISE WITHOUT GOAL</a></li> </ul>	For projects with DBE goals, [Race Conscious (RC)], Agency must include LPA PS EPRISE WITH GOAL; or for projects with no goals, Agency must include LPA PS EPRISE WITHOUT GOAL [Race Neutral (RN)] in applicable RFQ and prime contracts.	
4c.	<p><a href="#">Project Specific DBE Assurance</a> Form 3212PS</p> <p><a href="#">On-Call* DBE Assurance Form 3204PS</a></p>	Include one of these forms in all RC solicitations depending on the type of contract.	
4d.	<a href="#">LPA Prompt Pay and Payment Reporting Provisions</a>	Agency must include contract provisions in Bid Package	
4e.	<p><b>On-Line Bidders/Proposers List - All proposers must complete an on-line bidders list</b> at <a href="#">AZ UTRACS web portal – Online Bidder's List</a></p>	Agency must include requirement that all proposers shall create a Bidders/Proposers list in the AZ UTRACS	

**BECO Professional Services Contract Compliance Checklist  
LPA/Subrecipient Federal-Aid Contracts**

Compliance Requirements		Action	
		LPA/Subrecipient	ADOT
<b>EVALUATION OF STATEMENTS OF QUALIFICATIONS SUBMITTAL</b>			
<b>REQUIRED DOCUMENTS SUBMITTED BY PRIME CONSULTANT</b>			
5	<p><a href="#">Project-Specific DBE Assurance Form 3212PS</a> or <a href="#">On-Call* DBE Assurance Form 3204PS</a></p> <p><b>On-Line Bidders/Proposers List - All proposers must complete an on-line bidders/proposers list</b> at <a href="#">AZ UTRACS web portal</a>; <a href="#">Online Bidder's List</a> and submit the corresponding Bidders List email confirmation notice to the agency. <b>LPA PS EPRISE Section 12.02</b></p>	As a matter of responsiveness, the consultant must submit fully completed forms with the proposal. Agency reviews the form for accuracy and completeness. After agency approval, Agency submits the form to BECO for concurrence prior to awarding contract.	Subject to ADOT review; ADOT conducts oversight of agency monitoring.
<b>DURING COST PROPOSAL NEGOTIATIONS CONSULTANT SELECTION</b>			
6	<p><b>AZ UTRACS Registration</b> - Prime consultants and all subconsultants including DBEs must be registered in the <a href="#">AZ UTRACS web portal</a> -</p>	Agency to provide assistance to consultants with AZUTRACS registration, as necessary.	Conducts oversight of agency monitoring.
7	<p>a. <a href="#">DBE Intended Participation Affidavit: Subconsultant Form 3205PS</a> and</p> <p>b. <a href="#">DBE Intended Participation Affidavit: Consultant - Form 3206PS</a></p> <p><b>Project Specific Contracts:</b> All proposers if indicated in the SOQ submittal that it has met or exceeded the DBE goal, must submitted the forms with SOQ for each individual DBE firm at all tiers, as a commitment to meet the DBE goal on the project. <b>LPA PS EPRISE Section 13.01</b></p> <p><b>On-Call Contracts*:</b> The successful proposers if indicated in the SOQ submittal that it has met or exceeded the DBE goal, the forms must be submitted with each Task Order for each individual DBE firm at all tiers, as a commitment to meet the DBE goal on each Task Order and eventually to meet the DBE goal on the project. Prime will identify all DBE firms at all tiers intended to be used on the project corresponding to the DBE Intended Participation Affidavit submitted for each DBE firm. <b>LPA PS EPRISE Section 13.0draft</b></p>	Agency must review, verify, and approve that DBE Intended Participation Affidavit and DBE Intended Participation Summary , ensuring they are timely, accurate, and complete. After approval, the Agency compiles the DBE assurance form, summary affidavit, and participation affidavits into one attachment and emails it within 7 calendar days from approval to BECO at <a href="mailto:contractorcompliance@azdot.gov">contractorcompliance@azdot.gov</a> .	Conducts oversight of agency monitoring.  BECO will review and provide concurrence via Bid Verification Notice within 5 calendar days from receipt.

**BECO Professional Services Contract Compliance Checklist  
LPA/Subrecipient Federal-Aid Contracts**

Compliance Requirements		Action	
		LPA/Subrecipient	ADOT
7	<p><b>c. Good Faith Effort Documentation (GFE) (when applicable):</b>  <b>Project Specific Contracts:</b> If indicated in the SOQ submittal that DBE goal is not met, the proposers must submit GFE documentation with the SOQ submission to the agency <b>LPA PS EPRISE Section 14.0</b>  <b>On-Call Contracts*:</b> The consultant must submit to the agency Form 3203PS - Certifications of GFE for each Task Order, if the consultant does not meet the goal or partially meets the goal on that Task Order. <b>LPA PS On-Call EPRISE Section 14.0</b></p>	<p>Agency may not award contract or Task Order to consultant until BECO has concurred with the Agency and has provided a Bid Verification Notice to the Agency  Only proposers that demonstrate adequate GFE to meet the contract goal are eligible to be awarded federal contracts or each Task Order.  Prime consultant can reference the <a href="#">ADOT GFE GUIDE</a> and <a href="#">CFR 49 Part 26 Appendix A: GFE Guidance</a></p>	<p>BECO will collaborate and support the Agency in efforts to evaluate submittal to make the determination.</p>
<b>AT TIME OF AWARD – CONTRACT EXECUTION</b>			
8	<p>Executed contract between the prime and the Agency include the following documents related to the DBE program:</p> <ul style="list-style-type: none"> <li>• LPA PS EPRISE Contract Language</li> <li>• Prime’s DBE Assurance (Project Specific or On-Call*)</li> <li>• Prime’s DBE Affidavits (Project Specific Contracts only)</li> <li>• Certification of Final DBE Payments form</li> <li>• Prompt Payment and Payment Reporting</li> </ul>	<p>The Agency shall ensure that at the time the contract is executed, the contract states that the DBE goal will be met or the GFE has been approved and all required documents are included in the contract between the agency and the prime consultant.</p>	<p>Conducts oversight of agency monitoring</p>
9	<p>Prime will start to enter subconsultants’ data in the <a href="#">LPA DBE System</a> after the Agency initiates the contract.</p>	<p>Agency initiates contract in the <a href="#">LPA DBE System</a> and ensures contract data is accurate.</p>	
<b>POST AWARD DBE REQUIREMENTS</b>			
10	<p><a href="#">LPA DBE Subcontract Compliance Assurances</a> - must be included in all DBE subcontracts (Committed/listed DBEs and all other DBEs added to the project)  <a href="#">LPA Prompt Pay and Payment Reporting Provisions</a> must be included in all subcontracts.</p>	<p>Agency will collect the committed DBE subcontracts before or at the preconstruction conference to review for approval.  Agency will include the LPA DBE Subcontract Compliance Assurance and the LPA Prompt Pay and Payment Reporting in the SRF process.</p>	<p>Conducts oversight and monitoring</p>
<b>PROMPT PAYMENT &amp; PAYMENT REPORTING PROVISIONS</b>			
11	<p><b>REPORTABLE CONTRACTS - All Reportable Contract (DBE and Non-DBE) information must be entered into <a href="#">LPA DBE System</a></b></p> <ul style="list-style-type: none"> <li>• No later than 15 calendar days after contract is executed</li> <li>• Any additional subcontract information shall be added within 5 days of Agency approval</li> </ul>	<p>Agency monitors the <a href="#">LPA DBE System</a> to ensure subcontracts information is entered in the LPA DBE System.</p>	<p>Conducts oversight of agency monitoring</p>

**BECO Professional Services Contract Compliance Checklist  
LPA/Subrecipient Federal-Aid Contracts**

Compliance Requirements		Action	
		LPA/Subrecipient	ADOT
12	<p><b>Payment Reporting Requirements</b> Payments must be reported by prime consultants and subs with lower-tiers in the <a href="#">LPA DBE System</a>:</p> <ul style="list-style-type: none"> <li>• Consultants must enter subconsultant payment information into the system no later than the last day of the month for the prior month's payment activities</li> <li>• If no payment was made, the consultant must enter a zero-dollar value as payment</li> <li>• Consultants must use the Comments section in the <a href="#">LPA DBE System</a> to explain why subconsultant invoices weren't fully paid; or, to identify any other issues concerning prompt payment</li> </ul>	<p>Agency monitors monthly audits in the <a href="#">LPA DBE System</a> for subconsultant payment verification. Agency to closely monitor payment discrepancies between primes and subconsultants and document issues and resolutions</p>	<p>Monitor contracts in the LPA DBE System for accuracy and compliance</p>
13	<p><b>Subconsultant Payment Verification</b></p> <ul style="list-style-type: none"> <li>• Subconsultants to verify payment within 15 days of electronic notice of payment reported</li> <li>• Consultant shall actively monitor <a href="#">LPA DBE System</a> for payment confirmations</li> <li>• If subconsultants do not verify payments within 45 days of Prime reporting payment, the agency will accept that prompt payment was made unless a dispute arises</li> </ul>	<p>Agency monitors contracts monthly:</p> <ul style="list-style-type: none"> <li>• Ensures compliance with payment reporting provisions</li> <li>• Communicate with consultants of non-compliance and give them an opportunity to correct the issue</li> </ul>	<p>Conducts oversight of agency monitoring</p>
14	<p><b>Sanctions for Inadequate Reporting</b> If payments are not reported monthly, sanctions will apply in accordance with Prompt Pay and Payment Reporting Provisions.</p>	<p>Agency must monitor contracts monthly to ensure compliance with payment reporting:</p> <ul style="list-style-type: none"> <li>• If issues are not corrected in a timely manner (within a month), Agency shall consider sanctions, as needed.</li> </ul>	<p>Supports agency recommendations to sanctioning</p>
15	<p><b>Prompt Payment Requirements</b></p> <ul style="list-style-type: none"> <li>• Consultants must pay its subconsultants, DBEs and Non-DBEs, within 7 calendar days from receiving agency payment for work performed</li> <li>• Sanctions will apply in accordance with Prompt Pay and Payment Reporting Provisions.</li> </ul>	<p>Agency shall monitor <a href="#">LPA DBE System</a> each month and ensure prime is complying with the prompt payment requirements. When consultants are not paying their subs timely, the Agency must consider sanctions. Agency will acquire from the prime consultant documentation displaying reasonable methods being applied to resolving disputed issues.</p>	<p>Oversight and monitoring</p>

**BECO Professional Services Contract Compliance Checklist  
LPA/Subrecipient Federal-Aid Contracts**

Compliance Requirements		Action	
		LPA/Subrecipient	ADOT
<b>DBE TERMINATION/SUBSTITUTION</b>			
16	<p><b>DBE Termination/Substitution General Requirements</b> - The consultant shall make all reasonable efforts to avoid terminating or substituting a DBE listed on the DBE Intended Affidavit Summary</p> <p>The consultant shall advise the Agency within 24 hours from the first sign of any reason for potential DBE termination/substitution.</p> <p><b>LPA PS EPRISE Section 22.02</b></p>	Agency is notified within 24 hours of potential committed DBE termination/substitution. Agency notifies BECO immediately after notification from the Consultant.	Oversight and monitoring
17	<p><b>Consultant Request for DBE Termination/Substitution:</b></p> <ul style="list-style-type: none"> <li>• Consultant shall give written notice to the DBE of intent to terminate/substitute</li> <li>• Consultant shall identify the reason for the action in written notice to DBE</li> <li>• DBE will have at least 5 calendars days to respond in writing to consultant</li> <li>• Prime shall send copies of all correspondence to the Agency</li> </ul>	<p>All terminations, substitutions and reductions in scope of work by committed DBEs must be approved by the agency, with BECO concurrence. Agency will review formal request for termination and provide determination in writing to prime and DBE after the Agency receives concurrence from BECO.</p> <p>The Agency and BECO to consider:</p> <ul style="list-style-type: none"> <li>• Consultant’s request</li> <li>• DBE’s response</li> <li>• Additional documentation</li> <li>• Agency staff documentation of the issue</li> <li>• Good cause</li> </ul>	Reviews and provides guidance and concurrence, in writing.
18	<p><b>Consultant Request for DBE Termination/Substitution</b></p> <p>Consultant must submit the following, as a formal request to the Agency</p> <ul style="list-style-type: none"> <li>• <a href="#">DBE Termination/Substitution Form 3208PS</a></li> <li>• DBEs written response</li> <li>• Additional documentation (as necessary)</li> </ul>		
19	<p><b>DBE Termination/Substitution Good Faith Effort (GFE)</b></p> <p>If an Agency approves the request, the consultant shall:</p> <ul style="list-style-type: none"> <li>• Provide documentation of GFE to find a replacement DBE within 7 days from submitting request to terminate/substitute to the Agency</li> <li>• Required even when the agency eliminates a work item</li> <li>• If DBEs are identified, the consultant must submit DBE Affidavits for the replacement DBE to the agency for approval</li> </ul>	<p>Agency reviews and evaluates GFE, makes determinations and notifies BECO for concurrence.</p> <p>Agency must approve DBE Affidavits, with BECO concurrence, before the new DBE starts work</p>	Reviews and provides guidance and concurrence, in writing.
20	<p><b>DBE Termination/Substitution Sanctions LPA EPRISE 22.06</b></p> <p>Liquidated Damages for DBE termination/substitution non-compliance:</p> <ul style="list-style-type: none"> <li>• The dollar amount of the wrongfully substituted/replaced DBE subcontract plus 25 % of the amount remaining to be paid to the DBE</li> <li>• This in addition to all other retention or liquidated damages provided for elsewhere in the contract</li> </ul>	Agency will consider sanctions when the consultant fails to request approval for substitution or termination of a DBE listed on Affidavits.	Provides guidance as necessary along with oversight and monitoring.

**BECO Professional Services Contract Compliance Checklist  
LPA/Subrecipient Federal-Aid Contracts**

Compliance Requirements		Action	
		LPA/Subrecipient	ADOT
21	<p><b>Commercially Useful Function (CUF)</b> Consultant must ensure DBEs on the project are performing CUF in accordance with <b>LPA PS EPRISE Section 17.06 (Project Specific) or LPA PS EPRISE ONCALL Section 17.05 draft</b></p> <p><b>**a formal process is under development – notification will be sent out when process is complete.</b></p>	<ul style="list-style-type: none"> <li>The Agency will determine if a DBE firm is performing a CUF and certify CUF as performed.</li> <li>Project site visits will be conducted to confirm all DBEs on the project are performing CUF</li> <li>The agency will notify the consultant, in writing, if it determines that the consultant’s DBE subconsultant is not performing a CUF</li> <li>The consultant will be notified within seven calendar days of the agency’s decision</li> <li>For CUF purposes, the Agency must collect and review cancelled checks</li> <li>CUF decisions may be appealed by consultant or DBE to ADOT BECO CUF Checklist <b>form under dev.</b></li> </ul>	Subject to monitoring the CUF review process
<b>CONTRACT COMPLETION - CLOSEOUT</b>			
22	<p><b>Certification of Final DBE Payments (COP)</b></p> <ul style="list-style-type: none"> <li>Consultant must submit <a href="#">Form 3210PS</a> to Agency for all DBEs no later than 30 days after the DBE completes work and received final payment</li> <li>Consultant is not released from the obligations of the contract</li> </ul>	<p>Agency reviews and approves certification of Final DBE Payments Forms</p> <p>Send a copy of Agency’s Final Acceptance Letter to BECO email <a href="mailto:contractorcompliance@azdot.gov">contractorcompliance@azdot.gov</a>.</p>	Monitor and review for compliance
23	<p><b>Meeting DBE Goal</b></p> <ul style="list-style-type: none"> <li>Meeting DBE goal at the end of a project keeps consultant in compliance</li> <li>Sanctions will be applied if DBE goal is not met at the end of project and GFE not demonstrated in accordance with <b>LPA PS EPRISE Section 22.06 (same for all PS contracts)</b></li> <li>Consultant can appeal the decision to the ADOT State Engineer</li> </ul>	<ul style="list-style-type: none"> <li>The Agency will take consultant GFE and all circumstances in consideration in determining if DBE goal was met</li> <li>The Agency will make the decision in relation to consultant meeting the goal with concurrence from BECO</li> <li>Agency may impose sanctions in accordance with <b>LPA PS EPRISE Section 22.06</b></li> </ul>	Review for concurrence.
24	<p><b>Contract Closeout in <a href="#">LPA DBE System</a></b></p>	<p>Close contract in the <a href="#">LPA DBE System</a> within 30 days of Final Contract Closeout - <a href="#">System Contracts Closeout Instruction</a></p>	Monitor and review for compliance

## MEMORANDUM

TO: Arizona Department of Transportation (ADOT) Certification Acceptance (CA) Agencies

CC: ADOT Local Public Agency (LPA) Section

FROM: Business Engagement and Compliance Office (BECO)

DATE: July 9, 2018

RE: New Disadvantaged Business Enterprise (DBE) Affidavit Review Process and Revised DBE Affidavit Forms

---

**ADOT implemented a new DBE Affidavit Review Process that included updating the DBE Affidavit Forms submitted by bidders and will be implemented for all CA Agencies and LPA/Subrecipients, effective August 15, 2018.**

DBE Affidavits are due to the Agency from the Apparent Low Bidder (ALB) by 4:00 pm on the 5<sup>th</sup> calendar day post bid. All other bidders are encouraged to submit their affidavits in the same timeframe in order to be considered for award, if the contract is not awarded to the apparent low bidder.

All DBE Affidavits submitted by bidders to the Agency will be reviewed by the Agency after the 5<sup>th</sup> calendar day post-bid. **The attached DBE Affidavits (with revised date of 7/1/2018) shall be used for all bid openings on or after August 15, 2018.**

Agencies are required to implement the new DBE Affidavits Review process and inform their contractors of the changes effective with bid openings on or after **August 15, 2018**. A sample memo (attached) was created to assist with the distribution of the message to contractors, along with a DBE Affidavit Form Errors & Tips guide.

BECO will host a training webinar on **July 19, 2018** to discuss the new DBE Affidavit Review process (bid verification process), review revised forms and answer questions. All CA Agencies are highly encouraged to attend. A webinar invitation will be sent following this notice.

Questions about the information in this memo can be directed to Beverly Krumm, BECO LPA/Subrecipient Program Manager, 602.712.4074 or email [bkrumm@azdot.gov](mailto:bkrumm@azdot.gov) .

Attachments:

DBE Intended Participation Affidavit – LPA (Form 3105C)

DBE Intended Participation Affidavit Summary – LPA (Form 3106C)

DBE Affidavit Form Errors & Tips Guide

Sample Memo – Notice – Changes to DBE Affidavit Review Process



**DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
Joint Check Request**

TRACS No(s): \_\_\_\_\_ Project/Contract No.: \_\_\_\_\_  
Prime Name: \_\_\_\_\_ AZ UTRACS Registration No.: \_\_\_\_\_  
DBE Firm: \_\_\_\_\_ AZ UTRACS Registration No.: \_\_\_\_\_  
Material Supplier: \_\_\_\_\_ AZ UTRACS Registration No.: \_\_\_\_\_  
Requestor: \_\_\_\_\_ Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

The Agency will closely monitor the use of joint checks. To receive DBE credit for performing a commercially useful function with respect to obtaining materials and supplies, a DBE must "be responsible for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself." Only when a DBE meets all of these requirements should credit be counted for the procurement of the items by the DBE. Please refer to the DBE Special Provisions Section 23 Joint Checks for qualifying conditions. If proper procedures are not followed or ADOT determines that the arrangement results in lack of independence for the DBE involved, no credit for the DBE's participation as it relates to the material cost will be counted toward the contract goal requirement.

I have read and understand the above information and have attached a copy of the Joint Check Agreement relating to this request. I hereby acknowledge that the information provided on this form is true and accurate.

_____	_____	_____
Authorized DBE Representative (print name)	Signature	Date
_____	_____	_____
Authorized Prime Representative (print name)	Signature	Date
_____	_____	_____
Authorized Material Supplier Representative (print name)	Signature	Date

FOR AGENCY/BECO USE ONLY Request is:	
Approved	Not Approved
Agency Representative:	_____
Signature:	_____
Date:	_____
BECO Representative:	_____
Signature:	_____
Date:	_____

## **FHWA Tips on Evaluating a Commercially Useful Function**

Of all the many elements in the DBE program there is one that can have the most detrimental impact on the ability of the prime contractor to meet its contract goal as well as the ability of a recipient to meet its overall goal. This element is commonly referred to as commercially useful function or “CUF”. How can just one element of the program have such an impact achieving the results Congress intended when it established the DBE program?

Both the prime contractor and the State Transportation Agency (STA) receive credit toward the DBE goal (contract and overall) only when a DBE working on a contract performs a CUF. DBEs generally perform work on a contract either as a contractor, a trucker, a regular dealer, or a manufacturer. While each of these categories is evaluated differently when determining whether the DBE has performed a CUF, there is one guiding principle that must be followed. Under the terms established in 49 CFR §26.55, a DBE firm performs a CUF when it is:

***"Responsible for execution of the work of the contract or a distinct element of the work . . . by actually performing, managing, and supervising the work involved."***

The question contract administrators often face is, “What are the management, supervision, and performance actions of a DBE firm that satisfactorily meet this requirement?” Evaluating these areas will form the basis to render a determination that a DBE has in fact performed a CUF. The contract is the one key reference point for any contract administrator and it is essential for this evaluation process. The contract has an effective description of the work to be performed by a DBE and is a legally recognized document.

The USDOT DBE regulations identify the following key factors that should be analyzed when determining whether a CUF is being performed:

- ❑ Evaluation of the amount of work subcontracted, whether it is consistent with normal industry practices;
- ❑ Whether the amount the firm is paid under the contract is commensurate with the work that is actually being performed to be credited towards the goal;
- ❑ When the DBE furnishes materials, the DBE must be responsible for negotiating the price, for determining the quality and quantity of the material, ordering the material, and paying for it. As a contractor, a DBE firm would typically be hired to both furnish the material and install it with its own labor force;
- ❑ Whether the DBE’s role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In essence, was the role merely a contrived arrangement for the purpose of meeting the DBE contract goal?

In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those performed by non-DBEs. A DBE must have a necessary and useful role in the transaction, of a kind for which there is a market outside the context of the program. The firm’s role must not be a superfluous step added in an attempt to obtain credit towards the goal.

## Normal Industry Practice

One of the most important elements to consider in any analysis of whether the DBE is performing a CUF is determining whether its role on the project is consistent with “normal industry practice.” This means, one must determine if the DBE is performing the work or services in the manner normally performed by all contractors—DBEs and non-DBEs. However, even if a DBE is performing pursuant to normal industry practices if those practices, in fact, erode the ability of the DBE to control its work and remain independent, the practice may affect how much can be credited toward the DBE goal and may raise questions about the DBE eligibility.

One general rule of thumb that can be considered is whether a DBE would be performing in the same manner if there was no DBE program. As further evidence of meeting normal industry practice, one must consider if the DBE performs this work on non-federally assisted contracts.

## Monitoring

In keeping with normal contract requirements, it is the primary responsibility of the prime contractor to ensure that the DBE is performing a CUF. The STA, as the contracting agency, has oversight responsibility to ensure that the prime contractor has effectively met this responsibility under its contract with the STA.

The STA needs to have sufficient field personnel and general headquarters staff to monitor the performance of work performed by DBEs on all federal aid projects, including those of sub-recipients. Contractors, DBEs, local public agencies, and all employees are required to cooperate in carrying out this responsibility. The STA should establish and enforce monitoring procedures that include the following:

- ❑ Clearly written directives defining the role and interrelationship of the STA’s various departmental staff responsible to monitor and evaluate the contractor’s compliance with the DBE contract provisions;
- ❑ Procedures that spell out specific monitoring activities and responsibilities of a project level monitoring program;
- ❑ Exchange of information between departmental, central and field offices in reporting accomplishments, violations and enforcement; and
- ❑ Procedures for the application of appropriate sanctions once a determination of failure to meet the DBE contract requirements is made.

## DBE Performance - CUF

Highway firms certified in the DBE program typically perform in four (4) categories: prime or subcontractor, trucker, regular dealer, and manufacturer. The following is an overview of each category, typical CUF questions, and a list of documents to review.

While DBEs are occasionally awarded prime contracts, DBEs primarily work as subcontractors for the prime. Subcontractors typically perform specific contract items and provide their own labor and materials. To determine whether a DBE subcontractor is performing a CUF, five (5) distinct operations must be considered: management, workforce, equipment, materials, and performance.

These areas must be evaluated to make a CUF determination, and situations need to be reviewed on a case by case basis. Some of the CUF questions cited below may also be quite adaptable to the other three types of work categories.

### **MANAGEMENT**

The DBE must manage the work that has been contracted to its firm. Management includes, but is not limited to:

- ❑ Scheduling work operations;
- ❑ Ordering equipment and materials;
- ❑ Preparing and submitting certified payrolls;
- ❑ Hiring and firing employees.

The DBE owner must supervise daily operations, either personally, or with a full time, skilled and knowledgeable superintendent employed by and paid wages by the DBE. The superintendent must be present on the job site and under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions for the firm. Mere performance of administrative duties is not considered supervision of daily operations.

#### **❑ Red Flags**

Red flags are questionable practices which may warrant further review. The red flags for management operations may include, but are not limited to:

- ❑ The DBE owner or superintendent provides little or no supervision of the work;
- ❑ The DBE's superintendent is not a regular employee of the firm or supervision is performed by personnel associated with the prime contractor, or another business;
- ❑ Key staff and personnel are not under the control of the DBE;
- ❑ The DBE's owner is not aware of the status of the work or the performance of the business;
- ❑ Inquiries by department or FHWA representatives are answered by the prime contractor.

#### ***Typical CUF questions could include:***

- ❑ Is there a written legal document executed by the DBE to perform a distinct element of work?
- ❑ Who does the on-site DBE representative report to?
- ❑ Has this individual ever shown up on any other contractor's payroll?
- ❑ Has the DBE owner been present on the jobsite?

#### ***Typical documentation to evaluate:***

- ❑ Written contract
- ❑ Daily inspection reports and project diaries
- ❑ Payrolls

## WORKFORCE

In order to be considered an independent business, a DBE must keep a regular workforce. DBEs cannot "share" employees with non-DBE contractors, particularly the prime contractor. The DBE shall perform its work with employees normally employed by and under the DBE's control. All work must be performed with a workforce the DBE controls, with a minimum of **30%** of the work to be performed by the DBE's regular employees, or those hired by the DBE for the project from a source, such as a labor union. The DBE, in all instances, must have direct supervision over all of its employees.

The DBE must be responsible for payroll and labor compliance requirements for all employees performing on the contract and is expected to prepare and finance the payrolls. Direct or indirect payments by any other contractor are not allowed.

The DBE must perform at least 30% of the total cost of its contract with its own workforce. The DBE must not subcontract a greater portion of the work than would be expected on the basis of normal industry practice for the type of work involved.

### **□ Red Flags**

Some questionable workforce practices which may warrant further review include, but are not limited to:

- Supervision of DBE employees by another contractor;
- Actual work is performed by personnel normally employed by the prime contractor or another business;
- Employees are paid by the DBE and the prime contractor.

### ***Typical CUF questions could include:***

- Who prepares the DBE's certified payroll?
- Have any of the DBE's employees ever shown up on any other contractor's payroll?
- Who does the DBE on-site representative contact for hiring, firing or to modify the contract due to site condition changes or change orders?
- Asking DBE employees on the jobsite who they report to and who signs their checks.

### ***Typical Documents to evaluate:***

- Written contract
- Daily inspection reports and project diaries
- Certified payrolls
- Copies of cancelled checks, if necessary

## **EQUIPMENT**

A DBE may lease specialized equipment from a contractor, excluding the prime, if it is consistent with normal industry practices and at rates competitive for the area. The lease must specify the terms of the agreement. The lease must be for a short period of time and involve a specialized piece of equipment to be used at the job site. The lease may include an operator for the equipment who remains on the lessor's payroll if this is a generally acceptable practice within the industry. The operation of the equipment must be subject to the full control of the DBE.

The DBE is expected to provide the operator for non-specialized equipment and is responsible for all payroll and labor compliance requirements. A separate lease agreement is required. All lease agreements should be approved by the STA prior to the DBE starting the work.

On a case by case basis, the STA may approve the DBE to lease a specialized piece of equipment from the prime. However, the STA must ensure that the lease amount is not counted toward the contract goal. Equipment leased and used by the DBE with payment deducted from the prime contractor's payment (s) to the DBE is not allowed.

### **□ Red Flags**

Some questionable equipment practices which may warrant further review include, but are not limited to:

- Equipment used by the DBE belongs to the prime contractor or another contractor with no formal lease agreement;
- The equipment signs and markings cover another owner's identity, usually through the use of magnetic signs;
- A DBE trucking business uses trucks owned by the prime contractor.

### ***Typical CUF questions could include:***

- List the major self-propelled (engine) equipment used by the DBE. Determine if the equipment belongs to the DBE. Is it owned or leased?
- If leased, is there an agreement identifying the terms and parties? Is it signed by the DBE owner?
- Does the equipment have the DBE's markings or emblems?
- Is the equipment under the direct supervision of the DBE?
- Is the operator of the leased equipment the DBE's employee?
- If the equipment is leased, is the payment for the equipment deducted from the work performed?

### ***Typical Documents to evaluate:***

- Written contract
- Daily inspection reports and project diaries
- Leases

## MATERIALS

For a DBE contractor (furnish and install) to receive credit for supplying materials, the DBE must perform the following four functions: (1) negotiate price; (2) determine quality and quantity; (3) order the materials; and (4) pay for the material itself. If the DBE does not perform all of these functions, it has not performed a CUF with respect to obtaining the materials, and the cost of the materials may not be counted toward the DBE goal. Invoices for the material should show the payor as the DBE.

While the regulations tell recipients to consider normal industry practices, this does not overrule the requirement that the DBE must perform the four functions enumerated above. For example, even if standard industry practices in certain areas of the country allow no subcontractor to perform all four functions enumerated above (e.g. manufacturers will only negotiate with a prime, thereby eliminating the DBE's ability to negotiate the price), the "furnish" portion of the transaction does not lend itself to the performance of a CUF by the DBE, and credit cannot be given for the acquisition or cost of the materials.

### **□ Red Flags**

Some questionable material supply practices which may warrant further review include, but are not limited to:

- Materials for the DBE are ordered, or paid for, by the prime contractor;
- Two party checks or joint checks are sent by the prime to the supplier or manufacturer, instead of sent by the DBE;
- Materials or supplies necessary for the DBE's performance are delivered to, billed to, or paid by another business;
- Materials are delivered to the jobsite by a party separate from the DBE;
- Payment for materials is deducted by the prime contractor from payments to the DBE for work performed;
- A DBE prime contractor only purchases materials while performing little or no work.

### ***Typical CUF questions could include:***

- Is there a written contract executed by the DBE to perform a distinct element of work? Is the work to be performed by a DBE a "furnish and install" item of work?
- Who makes arrangements for delivery of materials?
- Who are the material invoices made out to?
- Who scheduled delivery of materials?
- In whose name are materials shipped?
- Who actually delivered the materials?
- If two party checks are used, who are the parties identified as payable to?

### ***Typical Documentation to evaluate:***

- Written contract
- Delivery tickets
- Invoices
- Daily inspection reports and project diaries

## **PERFORMANCE**

The DBE must be responsible for the performance, management and supervision of a distinct element of the work, in accordance with normal industry practice (except where such practices are inconsistent with the DBE regulations).

### **□ Red Flags**

Some questionable performance practices which may warrant further review include, but are not limited to:

- Work is being done jointly by the DBE and another contractor;
- The work to be performed by the DBE is outside of the DBE's known experience or capability;
- Any portion of the work designated to be performed by a DBE subcontractor is performed by the prime contractor or any other firm;
- The DBE is working without a subcontract approved by the department, except in the case of trucking;
- A DBE prime contractor subcontracts more than 50% of the contract value;
- The agreement between the prime contractor and DBE artificially inflates the DBE participation;
- An agreement that erodes the ownership, control or independence of the DBE subcontractor;
- A DBE works for only one prime contractor, or a large portion of the firm's contracts are with one contractor;
- The volume of work is beyond the capacity of the DBE.

### ***Typical CUF questions could include:***

- Does the DBE on-site representative effectively manage the job site without any interference from the prime contractor?
- Does the DBE appear to have control over methods of work on its contract items?
- Is the DBE actually scheduling work activities, material deliveries and other related actions required for execution of the work?
- Has any other contractor performed any amount of work specified in the DBE's contract?

### ***Typical Documents to evaluate:***

- Written contract
- Daily inspection reports or project diaries

## DBE TRUCKING FIRMS

To be certified in the DBE program as a trucking firm, the DBE is required to own and operate at least one fully licensed, insured, and operational truck used on the contract. To perform a CUF, a DBE must also be responsible for the management and supervision of the entire trucking operation or a specified portion of the trucking operation to which it has been committed. There cannot be a contrived arrangement for the purpose of meeting a DBE goal.

A DBE can supplement its fleet by leasing a truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Otherwise, the DBE does not receive full credit for DBE participation.

Leased trucks must display the name and identification number of the DBE. The DBE trucker must also hold the necessary, where appropriate, license, hauling permit, etc., as required by the State to transport material on public highways.

To count the value of DBE trucking services toward a contract goal, the following can occur:

- ❑ The DBE may lease trucks from another DBE, including an owner-operator that is certified as a DBE. The DBE can count the entire value of services performed by these DBE trucks.
- ❑ The DBE may also lease trucks from non-DBEs and owner--operators. The DBE can count the value of these trucking services up to the value of services performed by the DBE trucks used on the contract.
- ❑ DBE participation can be counted for the value of services of non-DBE trucks that exceed the value of the services performed by DBE trucks only in the amount of the fee or commission a DBE receives as a result of the lease arrangement.

In order for the STA or subrecipient to monitor the performance of a DBE trucking firm, the work to be performed must be covered by a subcontract approved by the STA prior to performing the work. Additional documentation required when the DBE leases equipment is a valid lease to be provided to the STA for appropriate action. To be considered valid, the lease must include such items as the lessor's name, list of trucks to be leased by vehicle identification number (VIN), and the agreed upon amount of the cost and method of payment. It should be the responsibility of the DBE to provide the operator's fuel, maintenance and insurance for all leased trucks.

### *Typical CUF questions could include:*

- ❑ Do the trucks used on the project belong to the DBE?
- ❑ If leased, is there a formal lease identifying the terms and parties?
- ❑ Are the rates appropriate?
- ❑ Is there an approved subcontract?
- ❑ If so, who are the parties?
- ❑ Are the DBE's employees shown on the certified payrolls?

***Typical Documentation to evaluate:***

- ❑ Subcontracts
- ❑ Leases
- ❑ Payroll records
- ❑ Daily inspection reports and project diaries

**DBE REGULAR DEALERS**

In order for a firm to operate as a regular dealer, it must perform CUF, and must also comply with other requirements applicable to regular dealers. It must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business, except as noted below.

It is important to make a distinction between a regular dealer and a firm that supplies a product on an *ad hoc* basis in relation to a particular contract or contractor. A regular dealer has a regular trade with a variety of customers. One of the key considerations of being a regular, established dealer is the presence of an inventory of materials and/or supplies. A regular dealer assumes the actual and contractual responsibility for the provision of the material and/or supplies.

A firm may be a regular dealer in bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an *ad hoc* or contract-by-contract basis.

If a DBE meets the requirements of a regular dealer, it may count 60% of the cost of the materials, if reasonable, toward the contract goal. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers.

***Typical CUF questions could include:***

- ❑ Does the regular dealer have an established storage facility and inventory?
- ❑ Does the dealer have a business that sells to the public on a routine basis in the product being supplied?
- ❑ Does the business stock the product for use on the project as a normal stock item?
- ❑ Who is delivering and unloading the material?
- ❑ Is distribution equipment owned or leased, long term by the DBE, used in delivering the product?
- ❑ For bulk items, where does the material come from? Does the DBE have a distribution agreement?

***Typical Documentation to evaluate:***

- Purchase Orders
- Invoices
- Delivery Tickets

**DBE MANUFACTURERS**

As described in 26.55(e)(1)(ii)), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications. Examples of such items could be a concrete ready mix plant, a crushing operation, or a steel or concrete fabricating plant.

***Typical CUF questions could include:***

- Is the business's primary function to manufacture construction products?
- Does the business stock the product altered for this project as a normal stock item?
- Is the quality of the materials controlled by the DBE?
- Does the DBE purchase the raw material used in its plant?

***Typical Documents to evaluate:***

- Purchase orders
- Bill of lading
- Shipping tickets

**Sanctions for Compliance and Enforcement**

The prime contractor is ultimately responsible for ensuring that a DBE performs a CUF. Failure of a DBE to perform a commercially useful function should result in the STA taking specific definitive actions to enforce the CUF requirement of the contract. Some of the actions an STA could take include, but are not limited to, the following:

- Deny or limit credit towards the contract goal;
- Require the prime to make GFE to replace the DBE to meet the goal on remaining work;
- Withhold progress payments;
- Terminate the contract;
- Reduce the contractor's prequalification limit.

Some questions that could be part of an evaluation procedure:

- If a CUF was not performed by the DBE, what action was taken to correct the deficiency?
- Did the action taken correct the deficiency?

List of Typical Documentation to Collect:

- Executed contracts

- ❑ Material/ supply agreements
- ❑ Invoices of materials/supplies
- ❑ Equipment titles of ownership
- ❑ Equipment lease/rental agreements
- ❑ Hauling tickets
- ❑ Delivery tickets
- ❑ Canceled checks
- ❑ Project inspection/diaries
- ❑ Payroll records

When a DBE is presumed not to be performing a CUF, the DBE may present evidence to rebut this presumption. Decisions regarding CUF determinations are subject to review by concerned operating administrations, such as the FHWA. However, CUF decisions are not appealable to USDOT, they are contract administration issues.

### **CUF & Certification**

Certification and commercially useful function are separate and distinct issues. Certification decisions address the nature of a firm's ownership and structure while CUF primarily concerns the role a firm has played in a particular transaction. Even if the certification process has identified the DBE's ability to perform as a contractor, regular dealer, or manufacturer, it is important to review and determine what and how a DBE actually performs during the performance of the contract.

A DBE's repeated failure to perform a CUF may raise questions regarding the firm's control, as it relates to independence, and perhaps ownership. If there is evidence of a pattern of failing to perform a CUF that raises serious issues with the firm's ability to control the work and its independence from the non-DBE firm, the STA should address this matter. An STA may commence a proceeding under 26.87 to determine the continued eligibility of the DBE firm.

In cases of deliberate attempts to circumvent the intent of the DBE program, or fraud, these actions may lead to criminal prosecution of both the prime contractor and the DBE. If fraud is suspected the STA should contact the DOT Office of Inspector General.



- j. Is the DBE maintaining its own payroll?  
 Yes  No
- k. Who prepares the DBEs certified payroll? \_\_\_\_\_
- l. Is the DBE actually scheduling work activities, material deliveries and other related actions required for prosecution of the work?  
 Yes  No
- m. Did the DBE subcontract any items or portions of the work to any other firm?  
 Yes  No  
 If yes, what % was subcontracted? \_\_\_\_\_%  
 Name of the firm \_\_\_\_\_

2. Equipment

- a. List the major self-propelled (engine) equipment used by the DBE: \_\_\_\_\_
- b. Does the equipment have the DBE's markings or emblems?  
 Yes  No  
 If another firm's markings are discernible, note the name: \_\_\_\_\_
- c. Is the DBE's equipment?  
 Owned  Leased from \_\_\_\_\_
- d. If leased, is there a formal agreement identifying the terms and parties?  
 Yes  No
- e. Is the equipment under the direct supervision of the DBE?  
 Yes  No
- f. Is the operator of the leased equipment the DBE's employee?  
 Yes  No  
 If not the DBE's, whose employee is he/she? \_\_\_\_\_
- g. If the equipment is leased, is the payment for the equipment deducted from the work performed?  
 Yes  No

3. Workforce:

- a. List the name of DBE's crew as observed during the operation described above:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- b. Has any of this crew ever shown up on any other contractors' payroll?  
 Yes  No
- c. Does the DBE's workforce know who they work for?  
 Yes  No

## 4. Materials:

- a. Is the DBE contracted to furnish and install a contract item?  
 Yes  No
- b. Is the quality and quantity of the materials controlled by the DBE?  
 Yes  No
- c. If two party checks used, who are the parties identified as payable to:  
 \_\_\_\_\_
- d. Who makes arrangements for delivery of materials? \_\_\_\_\_
- e. Material Invoices made out to: \_\_\_\_\_
- f. Who scheduled delivery of materials? \_\_\_\_\_
- g. In whose name area materials shipped? \_\_\_\_\_
- h. Does the prime contractor direct whom the DBE is to obtain the material from and at what price?  
 Yes  No

## 5. Performance:

- a. Does the DBE appear to have control over methods of work on its contract items?  
 Yes  No
- b. Has any other contractor performed any amount of work specified in the DBE contract?  
 Yes  No

## 6. Other Work categories:

## Truckers:

- a. Are DBE trucks present on the job site?  Yes  No  
 Are they  Owned  Leased from \_\_\_\_\_
- If leased, is there a formal agreement identifying the terms and parties?  
 Yes  No
- b. Are the rates appropriate?  
 Yes  No
- c. Is there an approved subcontract or written agreement?  
 Yes  No  
 Who are the parties? \_\_\_\_\_

- d. Are DBE employees shown on the certified payroll?  
 Yes  No

Regular Dealers:

- a. Does the regular dealer have an established storage facility and inventory?  
 Yes  No
- b. Does the dealer have a business that sells the product being supplied to the public on a routine basis?  
 Yes  No
- c. Does the business stock the product being supplied as a normal stock item?  
 Yes  No
- d. Is the quantity and quality of the materials controlled by the DBE?  
 Yes  No
- e. In whose name are the materials shipped? \_\_\_\_\_
- f. Who is delivering and unloading the material? \_\_\_\_\_
- g. Is the distribution equipment used in delivering the product the DBE's?  
 Yes  No  
 If so, is it:  Owned  Leased
- h. If leased, is it a long term lease and not a lease developed specifically for the project?  
 Yes  No

7. Manufacturer

- a. Is the business's primary function to manufacturer construction products?  
 Yes  No
- b. Does the business stock the product manufactured or altered for this project as a normal stock item?  
 Yes  No
- c. Is the quality of the materials controlled by the DBE?  
 Yes  No

General Notes:



**Maricopa County (MCDOT)**  
**(DBE) TERMINATION/SUBSTITUTION/**  
**REDUCTION REQUEST**  
**(TSR)**

Contract/TRACS No.: \_\_\_\_\_ Agency Project No.: \_\_\_\_\_ Task Order: \_\_\_\_\_

Prime: \_\_\_\_\_ AZ UTRACS Registration No.: \_\_\_\_\_

DBE Firm: \_\_\_\_\_ AZ UTRACS Registration No.: \_\_\_\_\_

Requestor: \_\_\_\_\_ Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Type of request:      Termination                       Substitution                       Reduction

**1. Is this request due to an Agency Change Order/Scope?**

- Yes, explain the Change Order/Scope impact on DBE participation.
- No, select below the fact(s) and the reason(s) for the request (see attached instructions). DBE:
  - Fails or refuses to execute written contract
  - Fails or refuses to perform work in accordance with normal industry standards
  - Fails or refuses to meet prime contractor's reasonable, nondiscriminatory bond requirements
  - Becomes bankrupt, insolvent or exhibits credit unworthiness
  - Is ineligible to work because of suspension or debarment proceedings
  - Is not a responsible contractor
  - Voluntarily withdraws from the project and provides to the Department written notice of its withdrawal
  - Is ineligible to receive DBE credit for the type of work required
  - Owner dies or becomes disabled resulting in inability to complete its work on the contract
  - Other documented good cause (Attach documentation)

*Attach a brief statement of facts describing the situation and any documentation to substantiate selection above.*

2. Date determined the DBE is unwilling, unable or ineligible to perform: \_\_\_\_\_

3. Date of Written Notice to DBE: \_\_\_\_\_ *Attach notice with this request, along with the DBE response.*

4. Original DBE affidavit amount: \$ \_\_\_\_\_

5. Amount of DBE work completed to date: \$ \_\_\_\_\_ 6. DBE \$ amount to be substituted: \$ \$ 0.00 \_\_\_\_\_

7. Proposed Sub Name (if applicable): \_\_\_\_\_

8. Projected date for replacement Sub to commence work: \_\_\_\_\_

**9. Is the proposed replacement an Arizona certified DBE?**

- Yes, please provide new DBE Affidavit (AZ UTRACS Registration No.: \_\_\_\_\_).
- No, provide Good Faith Effort (GFE) brief statement and documentation.

**10. Is this project scheduled to meet the assessed DBE goal?  Yes  No (Provide DBE Utilization Summary)**

*All signatures must be obtained before request is submitted.*

\_\_\_\_\_  
Original DBE Sub Signature                      Date:

\_\_\_\_\_  
Prime Signature                      Date:

\_\_\_\_\_  
CA/LPA - RE/PM Signature                      Date:

<b>FOR CA/LPA &amp; BECO USE ONLY</b>	
Request is: Approved <input type="checkbox"/>	Not Approved <input type="checkbox"/>
CA/LPA Representative: _____	
Date: _____	
BECO Signature: _____	
Date: _____	



(DBE) TERMINATION/SUBSTITUTION/  
REDUCTION REQUEST  
(TSR)

INSTRUCTIONS

\* Terms used on this form, *contractor* and *subcontractor* are synonymous with *consultant* and *subconsultant* respectively.

The contractor shall follow the DBE Special Provisions Section 24 when determining to terminate/substitute or reduce the work of a DBE listed on the DBE Intended Participation Affidavit Summary. The contractor shall make all reasonable efforts to avoid termination, substitution or reduce the work of a DBE listed on the DBE Intended Participation Affidavit Summary. All terminations, substitutions, and reduction in scope must be approved in writing by the LPA/Subrecipient with BECO concurrence.

Before submitting this form to CA/LPA complete the following:

- Submit a written notice to the DBE and a copy to CA/LPA
- Allow the DBE a minimum of five days to respond
- Include the DBE response with this form
- Submit to RE/PM for signature
- Gather Good Faith Effort (GFE) and other supporting documentation
- Revise DBE Affidavits, as applicable

The contractor must demonstrate GFE to replace a committed DBE firm, with another committed DBE firm. Reasonable methods to resolve performance disputes must be applied.

If a DBE subcontractor is approved to be terminated or fails to complete its work on the contract for any reason, the prime contractor will make good faith efforts to find another DBE subcontractor to replace the original DBE. The GFE will be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated or replaced, to the extent needed to meet the contract goal established for the project.

**GFE documentation must be submitted to CA/LPA within 7 (seven) calendar days from the date the Agency and BECO approved the request.**

When a DBE substitution is necessary, the contractor shall submit an amended DBE Intended Participation Affidavit and Intended Participation Affidavit Summary to CA/LPA for approval with the substitute DBE's name, description of work, NAICS code, AZ UTRACS registration number, and dollar value of work to the RE/PM and the CA/LPA Procurement Office. Approval from CA/LPA must be obtained prior to the substituted DBE beginning work.



**CERTIFICATION OF FINAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) PAYMENTS**

**Construction Contracts**

*(Submit one form for each DBE involved in the contract)*

The undersigned contractor on **Agency Project No:** \_\_\_\_\_ **ADOT TRACS No:** \_\_\_\_\_ hereby, certifies that full payment was made, to the firm indicated for material and/or work performed under this project's contract as follows:

DBE FIRM AZ UTRACS Vendor Registration # \_\_\_\_\_

Name of DBE Firm \_\_\_\_\_ was paid the amount of \_\_\_\_\_

This certificate is made under Federal and State Laws concerning false statement. Supporting documentation for this payment is subject to audit and should be retained for a minimum of three years from project acceptance date. In the event the DBE was not paid in accordance with affidavits submitted by the prime contractor, all documentation supporting the contractor's position should be submitted.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENT MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

**Contractor Company Name:** \_\_\_\_\_

**Check One:**       Prime Contractor       Subcontractor

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

-----  
The undersigned subcontractor/supplier/manufacturer for the above named project hereby certified that payments were received and/or justification by contractor is correct.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENT MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

**DBE Firm Name:** \_\_\_\_\_

**Check One:**       Subcontractor/Supplier/Manufacturer       Lower-tier Subcontractor/Supplier/Manufacturer

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

## DBE Affidavits Errors & Tips Guide

### Errors and Tips

- Incorrect or missing NAICS Code
  - Search Firm Directory and obtain NAICS Code at: <https://utracs.azdot.gov/Search> - Search directory by name and click on Profile to find code under *DBE/ACDBE Certified NAICS and Descriptions* section
- Incorrect or missing Bid Item number(s)
  - Identify bid item number(s) associated with work to be performed
  - Too many bid items to fit on form – put “see attached” on form and attach list of bid items and work description on a separate page
  - Mark “Yes” or “No” to indicate if the DBE subcontractor is completing part of the identified Bid Item or the entire item
- Total dollars in “Unit Price or Lump Sum Bid” section on form 3105C do not match total dollars on attachment (if used)
  - Double-check total dollar value on attached list of bid items/work descriptions to ensure it matches “Total Minimum Contract Amount” on form
- Description / Scope does not match NAICS code or Bid Item number
  - Ensure NAICS code and Bid Item number match the description/scope of work identified on Form 3105C. Ensure the NAICS code is included in the subcontractor’s DBE certification (see above)
- Items #2 - #5 on Form 3105C are filled out incorrectly
  - #2 only applies to “Trucking” DBE’s - if the DBE subcontractor is not performing trucking services, all lines in this section should remain “0”
  - #3 only applies to “Brokers” and should be left as “0” unless the DBE credit is for fees associated with a DBE Broker
  - #4 should be left as “0” unless the DBE subcontractor is subcontracting part of their work to a non-DBE lower-tier subcontractor
  - #5 should be left as “0” unless the DBE subcontractor is subcontracting part of their work to another DBE lower-tier subcontractor
- “Total DBE Credit Dollar Value” on Form 3105C for each subcontractor does not match the “Total DBE Credit Dollar Value” (Column E) for the same subcontractor on Form 3106C
  - Double-check both numbers to make sure they match
- No signature on forms
  - Form 3105C must be signed by an officer of the DBE firm and Form 3106C must be signed by an authorized representative of the prime contractor - Electronic signatures are acceptable

- Total dollars for a Bid Item on the DBE affidavit Form 3105C exceed the total dollars for the same Bid Item on the prime contractor's bid tab
  - Ensure the total for an individual bid item on the affidavit does not exceed the total for the same bid item on the prime contractor's bid
- Incorrect TRACS Number
  - Double-check bid documents / Solicitation
- Incorrect AZ UTRACS Registration Number
  - Search Firm Directory and obtain number at: <https://utracs.azdot.gov/Search>

The DBE Compliance staff of **Agency Name Here:** is available during office hours to answer contractors with questions regarding the DBE Affidavits forms. As a best practice, contractors are encouraged to contact **Agency Name and phone number here:** prior to the bid opening date.

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

- I. General
- II. Nondiscrimination
- III. Nonsegregated 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. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**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 (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).

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.

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). 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 bid proposal or request for proposal 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).

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.

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. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 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 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, 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 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, 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 230, 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 (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 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 35 and 29 CFR 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.

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, 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 who 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.

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, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure 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. 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, 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, 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 there under. 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, 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 and 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. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 contracting agency deems appropriate.

**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 \$10,000 or more.

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, 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). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

a. All laborers and mechanics employed or working upon the site of the work, 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 wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall 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 shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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 utilized 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) 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 shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. 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.

(3) 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 shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall 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.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. 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, 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.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, 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.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that 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 section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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 Regulations, 29 CFR part 3;

(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 of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. 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. 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 journeymen 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.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 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.

**9. Disputes concerning labor standards.** 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 he or she) 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 section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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 watchmen 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.

**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. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 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.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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" 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:

(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.

2. 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. 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.

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

## 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 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.

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 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).

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 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 1, 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**

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **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.

##### **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.

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.

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.

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 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee 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 grantee or subgrantee 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.

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.

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. 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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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. 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) 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;

(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; 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.

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

### **2. 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)

a. By signing and submitting this proposal, the prospective lower tier 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.

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 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 grantee or subgrantee 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 grantee or subgrantee 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.

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.

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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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.

\* \* \* \* \*

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall 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 20).

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.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

# Equal Employment Opportunity is **THE LAW**

## **Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations**

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### **DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

### **GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

### **RETALIATION**

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

### **WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).

---

## Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

### **DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS**

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

### **RETALIATION**

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at [OFCCP-Public@dol.gov](mailto:OFCCP-Public@dol.gov), or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

---

## Programs or Activities Receiving Federal Financial Assistance

### **RACE, COLOR, NATIONAL ORIGIN, SEX**

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

### **INDIVIDUALS WITH DISABILITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

# La Igualdad de Oportunidades en el Empleo es

# LA LEY

## Empleadores privados, autoridades locales y estatales, instituciones educativas, agencias de empleo y organizaciones laborales

Los solicitantes de empleo y los empleados de la mayoría de los empleadores privados, autoridades locales y estatales, instituciones educativas, agencias de empleo y organizaciones laborales están protegidos conforme a la ley federal contra la discriminación por cualquiera de los siguientes motivos:

### **RAZA, COLOR, RELIGIÓN, SEXO, ORIGEN NACIONAL**

El Título VII de la Ley de Derechos Civiles de 1964, y sus enmiendas, protege a los solicitantes de empleo y a los empleados contra la discriminación en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo, debido a la raza, color, religión, sexo (incluido el embarazo) u origen nacional. La discriminación religiosa incluye el no realizar los arreglos razonables para las prácticas religiosas de un empleado, cuando tales arreglos no impongan una dificultad indebida.

### **DISCAPACIDAD**

El Título I y el Título V de la Ley de Estadounidenses con Discapacidades de 1990, y sus enmiendas, protegen a los individuos que califiquen contra la discriminación por una discapacidad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. La discriminación por discapacidad incluye el no realizar los arreglos razonables para las limitaciones mentales o físicas conocidas de un individuo con una discapacidad quien solicite empleo o sea empleado, salvo que implique una dificultad indebida.

### **EDAD**

La Ley Contra la Discriminación por Edad en el Empleo de 1967, y sus enmiendas, protege a los solicitantes de empleo y a los empleados que tengan 40 años de edad o más contra la discriminación por la edad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo.

### **SEXO (SALARIOS)**

Adicionalmente a la prohibición de la discriminación por sexo estipulada en el Título VII de la Ley de Derechos Civiles, y sus enmiendas, la Ley de Igualdad Salarial de 1963, y sus enmiendas, prohíbe la discriminación por sexo en el pago de salarios a los hombres y mujeres que realicen un trabajo sustancialmente similar, en empleos que requieran iguales destrezas, esfuerzos y responsabilidades, bajo condiciones laborales similares, en el mismo establecimiento.

### **GENÉTICA**

El Título II de la Ley contra la Discriminación por Información Genética de 2008 (GINA) protege a los solicitantes de empleo y a los empleados contra la discriminación con basada en información genética, en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. GINA también restringe la adquisición de la información genética por parte de los empleadores y limita estrictamente la divulgación de la información genética. La información genética incluye la información sobre las pruebas genéticas de los solicitantes de empleo, los empleados o sus familiares; la manifestación de enfermedades o desordenes en los familiares (historial médico familiar); y las solicitudes o recibo de servicios genéticos por los solicitantes de empleo, los empleados o sus familiares.

### **REPRESALIA**

Todas estas leyes federales prohíben a las entidades cubiertas tomar represalias contra una persona que presente un cargo de discriminación, participe en un procedimiento de discriminación o se oponga a una práctica laboral ilegal.

### **QUÉ DEBE HACER SI CONSIDERA QUE HA OCURRIDO UNA DISCRIMINACIÓN**

Hay límites estrictos de tiempo para presentar cargos de discriminación en el empleo. Para conservar la capacidad del EEOC de actuar en su nombre y para proteger su derecho de presentar una demanda privada, en caso de que en última instancia lo necesite, usted debe comunicarse con el EEOC de manera oportuna cuando sospeche de la discriminación:

La Comisión para la Igualdad de Oportunidades en el Empleo de los EE.UU. (EEOC), 1-800-669-4000 (número gratuito) o 1-800-669-6820 (número TTY gratuito para las personas con dificultades auditivas). La información de las oficinas de campo del EEOC está disponible en [www.eeoc.gov](http://www.eeoc.gov) o en la mayoría de los directorios telefónicos en la sección de Gobierno de los EE.UU. o Gobierno Federal. Puede encontrar información adicional sobre el EEOC, incluida la información sobre la presentación de cargos, en [www.eeoc.gov](http://www.eeoc.gov).

---

## Empleadores que tengan contratos o subcontratos federales

Los solicitantes de empleo y los empleados de compañías con un contrato o subcontrato gubernamental federal están protegidos conforme a las leyes federales contra la discriminación por los siguientes motivos:

### **RAZA, COLOR, RELIGIÓN, SEXO, ORIGEN NACIONAL**

La Orden Ejecutiva 11246, y sus enmiendas, prohíbe la discriminación en el trabajo por motivo de raza, color, religión, sexo u origen nacional, y exige la aplicación de acción afirmativa para garantizar la igualdad en las oportunidades en todos los aspectos del empleo.

### **INDIVIDUOS CON DISCAPACIDADES**

La Sección 503 de la Ley de Rehabilitación de 1973, y sus enmiendas, protege a los individuos que califiquen contra la discriminación por una discapacidad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. La discriminación por discapacidad incluye el no realizar los arreglos razonables para las limitaciones mentales o físicas conocidas de un individuo con una discapacidad quien solicite empleo o sea empleado, salvo que implique una dificultad indebida. La Sección 503 también exige que los contratistas federales tomen las acciones afirmativas para emplear y ascender en el empleo a individuos calificados con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

### **VETERANOS CON MEDALLAS DEL SERVICIO DE LAS FUERZAS ARMADAS Y VETERANOS DISCAPACITADOS, SEPARADOS RECIENTEMENTE Y DE OTRO ESTATUS PROTEGIDO**

La Ley de Asistencia a la Readaptación de los Veteranos de Vietnam de 1974, y sus enmiendas, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige la acción afirmativa para emplear y ascender en el empleo a veteranos discapacitados, veteranos separados

del servicio recientemente (dentro de los tres años dados de baja del servicio activo), otros veteranos protegidos (quienes hayan prestado el servicio militar en una guerra o en una campaña o expedición para la cual se haya autorizado una insignia de campaña), y los veteranos con medallas del Servicio de las Fuerzas Armadas (veteranos quienes, mientras se encontraban en el servicio activo, participaron en una operación militar de EE.UU. para la cual se les otorgó una medalla del Servicio de las Fuerzas Armadas).

### **REPRESALIA**

Se prohíben las represalias contra una persona que presente un cargo de discriminación, participe en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), o quien se oponga a la discriminación de conformidad con estas leyes federales.

Toda persona quien considere que un contratista ha incumplido sus obligaciones antidiscriminatorias o de acción afirmativa conforme a las autoridades antes indicadas, debe contactar de inmediato a:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (número gratuito) o (202) 693-1337 (número TTY). También puede contactar a la OFCCP por el correo electrónico [OFCCP-Public@dol.gov](mailto:OFCCP-Public@dol.gov), o llamando a una oficina distrital o regional de la OFCCP, la cual puede encontrar en la mayoría de los directorios telefónicos en la sección U.S. Government (Gobierno de los EE.UU.), Department of Labor (Departamento del Trabajo).

---

## Programas o actividades que reciban asistencia financiera federal

### **RAZA, COLOR, ORIGEN NACIONAL, SEXO**

Adicionalmente a las protecciones del Título VII de la Ley de Derechos Civiles de 1964, y sus enmiendas, el Título VI de la Ley de Derechos Civiles de 1964, y sus enmiendas, prohíbe la discriminación por raza, color u origen nacional en los programas o actividades que reciban asistencia financiera federal. La discriminación en el empleo está cubierta por el Título VI si el objetivo principal de la asistencia financiera es la provisión del empleo, o donde la discriminación laboral cause o pueda causar una discriminación en la provisión de los servicios conforme a tales programas. El Título IX de las Enmiendas en la Educación de 1972 prohíbe la discriminación en el empleo por motivo del sexo en las actividades o programas educativos que reciban asistencia financiera federal.

### **INDIVIDUOS CON DISCAPACIDADES**

La Sección 504 de la Ley de Rehabilitación de 1973, y sus enmiendas, prohíbe la discriminación en el empleo por una discapacidad, en cualquier programa o actividad que reciba asistencia financiera federal. Se prohíbe la discriminación en todos los aspectos del empleo contra las personas con discapacidades quienes, con o sin arreglos razonables, puedan realizar las funciones esenciales del trabajo.

Si usted considera que ha sido discriminado en un programa de alguna institución que reciba asistencia financiera federal, debe contactar inmediatamente a la agencia federal que proporciona dicha asistencia.

# “EEO is the Law” Poster Supplement

## Employers Holding Federal Contracts or Subcontracts Section Revisions

*The Executive Order 11246 section is revised as follows:*

### **RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits employment discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **PAY SECRECY**

Executive Order 11246, as amended, protects applicants and employees from discrimination based on inquiring about, disclosing, or discussing their compensation or the compensation of other applicants or employees.

*The Individuals with Disabilities section is revised as follows:*

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals with disabilities from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship to the employer. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

*The Vietnam Era, Special Disabled Veterans section is revised as follows:*

### **PROTECTED VETERANS**

The Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits employment discrimination against, and requires affirmative action to recruit, employ, and advance in employment, disabled veterans, recently separated veterans (i.e., within three years of discharge or release from active duty), active duty wartime or campaign badge veterans, or Armed Forces service medal veterans.

*Mandatory Supplement to EEOC P/E-1 (Revised 11/09) “EEO is the Law” Poster.*

If you believe that you have experienced discrimination contact OFCCP: 1-800-397-6251 | TTY 1-877-889-5627 | [www.dol.gov](http://www.dol.gov).

# “IOE es la Ley” Cartel Suplementario

## Sección revisada de empleadores que mantienen contratos o subcontratos federales

*La sección del Decreto Ejecutivo 11246 está revisada de la siguiente manera:*

### **RAZA, COLOR, RELIGIÓN, SEXO, ORIENTACIÓN SEXUAL, IDENTIDAD DE GÉNERO, NACIONALIDAD**

El Decreto Ejecutivo 11246, en su forma enmendada, prohíbe la discriminación en el empleo por motivo de raza, color, religión, sexo, orientación sexual, identidad de género o nacionalidad y requiere programas de acción afirmativa para asegurar la igualdad de oportunidades en todos los aspectos de empleo.

### **SECRETO DE PAGO**

El Decreto Ejecutivo 11246, en su forma enmendada, protege a los solicitantes y empleados de la discriminación por motivo de investigar, revelar o discutir su compensación o la compensación de otros solicitantes y empleados.

*La sección de Personas con Discapacidades está revisada de la siguiente manera:*

### **PERSONAS CON DISCAPACIDADES**

La sección 503 de la Ley de Rehabilitación de 1973, en su forma enmendada, protege a personas calificadas con discapacidades de la discriminación en la contratación, promoción, despido, pago, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo.

La discriminación por discapacidad incluye, el no realizar una adaptación razonable a las limitaciones físicas o mentales conocidas de un individuo calificado con discapacidad, ya sea un solicitante o empleado, salvo una carga excesiva para el empleador.

La sección 503 también requiere que los contratistas federales tomen acción afirmativa para contratar y ayudar a progresar a individuos calificados con discapacidades en todos los niveles de empleo, incluido el nivel ejecutivo.

*La sección Veteranos con Discapacidades Especiales, de la Era de Vietnam está revisada de la siguiente manera:*

### **VETERANOS PROTEGIDOS**

La Ley de Asistencia de Reajuste de los Veteranos de la Era de Vietnam de 1974, en su forma enmendada, 38 USC 4212, prohíbe la discriminación laboral y requiere la acción afirmativa para reclutar, contratar, y progresar en el empleo, a favor de los veteranos discapacitados, veteranos recientemente separados (es decir, dentro de los tres años de la descarga o liberación del servicio activo), veteranos en servicio activo en tiempos de guerra, veteranos insignia de campaña y veteranos de las fuerzas armadas con medalla de servicio.

*Suplemento Obligatorio para la CIOE P/E-1 (Revisado el 11/09) “IOE es la Ley” Cartel.*

Si usted cree que ha experimentado discriminación, contáctese con la OFCCP: 1-800-397-6251 | TTY 1-877-889-5627 | [www.dol.gov](http://www.dol.gov).



# NOTICE

The highway construction underway at this location is a Federal or Federal-aid project and is subject to applicable State and Federal laws, including Title 18, United States Code, Section 1020, which reads as follows:

“Whoever, being an officer, agent, or employee of the United States, or 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 costs thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction of 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 a material fact in any statement, certificate, or report submitted pursuant to the provision of the Federal Aid Road Act approved July 11, 1916 (39 Stat. 355) as amended and supplemented,

Shall be fined under this title or imprisoned not more than five years, or both.”

Any person having reason to believe this statute is being violated should report the same to the agency representative(s) named below.

<p>State Transportation Agency Maricopa County Dept. of Transportation Attn: Chief Construction Engineer 2901 W. Durango St. Phoenix, AZ 85009</p>	<p>U.S. Department of Transportation  Hotline for Fraud, Waste, &amp; Abuse <b>1-800-424-9071</b></p>	<p>Federal Highway Administration Division Administrator  4000 N. Central Ave, #1500 Phoenix, AZ 85012</p>
--	---	--



# AVISO

**La construcción de carreteras en este lugar es un proyecto Federal o construido con asistencia Federal y está sujeto a las leyes federales y estatales, incluyendo el Título 18, Código de Estados Unidos, Sección 1020, que dice lo siguiente:**

"El que, siendo un funcionario, agente o empleado de los Estados Unidos, o de cualquier estado o territorio, o cualquier otra persona, asociación, empresa o corporación, que a sabiendas hace cualquier declaración falsa, falsa representación, o informe falso en cuanto al carácter, calidad, cantidad, o el costo de los materiales utilizados o por utilizar, o la cantidad o la calidad del trabajo realizado o por realizar, o de los costos relacionados a la presentación de planos, mapas, especificaciones, contratos, o costos de construcción de una carretera o un proyecto relacionado y presentado para la aprobación del Secretario de Transporte; o

El que a sabiendas hace una declaración falsa, falsa representación, informe falso, o reclamación falsa en cuanto al carácter, calidad, cantidad o costo de cualquier trabajo realizado o por realizar, o sobre los materiales suministrados o por suministrar, en relación con la construcción de una carretera o un proyecto relacionado aprobado por el Secretario de Transporte; o

El que a sabiendas hace cualquier declaración falsa o falsa representación sobre un hecho material en cualquier declaración, certificado o informe presentado de conformidad con las disposiciones de la Ley de Asistencia Federal de Carreteras aprobada el 11 de julio de 1916 (39 Stat. 355), según enmendada y suplementada, Será multado bajo este título o encarcelado por un término mínimo de cinco años, o ambos."

**Cualquier persona que tenga razones para creer que esta ley ha sido incumplida, deberá informarlo al representante de la(s) Agencia(s) que se enumeran a continuación.**

Departamento Estatal de Transporte Maricopa County Dept. of Transportation Attn: Chief Construction Engineer 2901 W. Durango St. Phoenix, AZ 85009	Departamento Federal de Transporte Oficina del Inspector General  Línea libre de costo <b>1-800-424-9071</b>	Administración Federal de Carreteras Administrador de la División  4000 N. Central Ave, #1500 Phoenix, AZ 85012
--	--	---



U.S. Department of Labor



# Job Safety and Health IT'S THE LAW!

## All workers have the right to:

- A safe workplace.
- Raise a safety or health concern with your employer or OSHA, or report a work-related injury or illness, without being retaliated against.
- Receive information and training on job hazards, including all hazardous substances in your workplace.
- Request an OSHA inspection of your workplace if you believe there are unsafe or unhealthy conditions. OSHA will keep your name confidential. You have the right to have a representative contact OSHA on your behalf.
- Participate (or have your representative participate) in an OSHA inspection and speak in private to the inspector.
- File a complaint with OSHA within 30 days (by phone, online or by mail) if you have been retaliated against for using your rights.
- See any OSHA citations issued to your employer.
- Request copies of your medical records, tests that measure hazards in the workplace, and the workplace injury and illness log.

*This poster is available free from OSHA.*

**Contact OSHA. We can help.**

## Employers must:

- Provide employees a workplace free from recognized hazards. It is illegal to retaliate against an employee for using any of their rights under the law, including raising a health and safety concern with you or with OSHA, or reporting a work-related injury or illness.
- Comply with all applicable OSHA standards.
- Report to OSHA all work-related fatalities within 8 hours, and all inpatient hospitalizations, amputations and losses of an eye within 24 hours.
- Provide required training to all workers in a language and vocabulary they can understand.
- Prominently display this poster in the workplace.
- Post OSHA citations at or near the place of the alleged violations.

FREE ASSISTANCE to identify and correct hazards is available to small and medium-sized employers, without citation or penalty, through OSHA-supported consultation programs in every state.





Departamento de Trabajo  
de los EE. UU.



# Seguridad y Salud en el Trabajo ¡ES LA LEY!

## Todos los trabajadores tienen el derecho a:

- Un lugar de trabajo seguro.
- Decir algo a su empleador o la OSHA sobre preocupaciones de seguridad o salud, o reportar una lesión o enfermedad en el trabajo, sin sufrir represalias.
- Recibir información y entrenamiento sobre los peligros del trabajo, incluyendo sustancias tóxicas en su sitio de trabajo.
- Pedirle a la OSHA inspeccionar su lugar de trabajo si usted cree que hay condiciones peligrosas o insalubres. Su información es confidencial. Algún representante suyo puede comunicarse con OSHA a su nombre.
- Participar (o su representante puede participar) en la inspección de OSHA y hablar en privado con el inspector.
- Presentar una queja con la OSHA dentro de 30 días (por teléfono, por internet, o por correo) si usted ha sufrido represalias por ejercer sus derechos.
- Ver cualquieras citaciones de la OSHA emitidas a su empleador.
- Pedir copias de sus registros médicos, pruebas que miden los peligros en el trabajo, y registros de lesiones y enfermedades relacionadas con el trabajo.

*Este cartel está disponible de la OSHA para gratis.*

**Llame OSHA. Podemos ayudar.**

## Los empleadores deben:

- Proveer a los trabajadores un lugar de trabajo libre de peligros reconocidos. Es ilegal discriminar contra un empleado quien ha ejercido sus derechos bajo la ley, incluyendo hablando sobre preocupaciones de seguridad o salud a usted o con la OSHA, o por reportar una lesión o enfermedad relacionada con el trabajo.
- Cumplir con todas las normas aplicables de la OSHA.
- Reportar a la OSHA todas las fatalidades relacionadas con el trabajo dentro de 8 horas, y todas hospitalizaciones, amputaciones y la pérdida de un ojo dentro de 24 horas.
- Proporcionar el entrenamiento requerido a todos los trabajadores en un idioma y vocabulario que pueden entender.
- Mostrar claramente este cartel en el lugar de trabajo.
- Mostrar las citaciones de la OSHA acerca del lugar de la violación alegada.

Los empleadores de tamaño pequeño y mediano pueden recibir ASISTENCIA GRATIS para identificar y corregir los peligros sin citación o multa, a través de los programas de consultación apoyados por la OSHA en cada estado.



# EMPLOYEE RIGHTS

## UNDER THE DAVIS-BACON ACT

### FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

#### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

#### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

#### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

#### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

#### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Maricopa County Department of Transportation  
Attn: Chief Construction Engineer or  
Construction Civil Engineer Specialist  
2901 W. Durango St  
Phoenix, AZ 85009

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243  
TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd)



# DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

## PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

### **SALARIOS PREVALECIENTES**

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

### **SOBRETIEMPO**

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

### **CUMPLIMIENTO**

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

### **APRENDICES**

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

### **PAGO APROPIADO**

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

Maricopa County Department of Transportation  
Attn: Chief Construction Engineer or  
Construction Civil Engineer Specialist  
2901 W. Durango St  
Phoenix, AZ 85009

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.



**DIVISIÓN DE HORAS Y SALARIOS**  
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243  
TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd)



# EMPLOYEE RIGHTS

## UNDER THE FAIR LABOR STANDARDS ACT

### FEDERAL MINIMUM WAGE

# \$7.25

 PER HOUR

BEGINNING JULY 24, 2009

The law requires employers to display this poster where employees can readily see it.

**OVERTIME PAY** At least 1½ times the regular rate of pay for all hours worked over 40 in a workweek.

**CHILD LABOR** An employee must be at least 16 years old to work in most non-farm jobs and at least 18 to work in non-farm jobs declared hazardous by the Secretary of Labor. Youths 14 and 15 years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs with certain work hours restrictions. Different rules apply in agricultural employment.

**TIP CREDIT** Employers of “tipped employees” who meet certain conditions may claim a partial wage credit based on tips received by their employees. Employers must pay tipped employees a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee’s tips combined with the employer’s cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference.

**NURSING MOTHERS** The FLSA requires employers to provide reasonable break time for a nursing mother employee who is subject to the FLSA’s overtime requirements in order for the employee to express breast milk for her nursing child for one year after the child’s birth each time such employee has a need to express breast milk. Employers are also required to provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by the employee to express breast milk.

**ENFORCEMENT** The Department has authority to recover back wages and an equal amount in liquidated damages in instances of minimum wage, overtime, and other violations. The Department may litigate and/or recommend criminal prosecution. Employers may be assessed civil money penalties for each willful or repeated violation of the minimum wage or overtime pay provisions of the law. Civil money penalties may also be assessed for violations of the FLSA’s child labor provisions. Heightened civil money penalties may be assessed for each child labor violation that results in the death or serious injury of any minor employee, and such assessments may be doubled when the violations are determined to be willful or repeated. The law also prohibits retaliating against or discharging workers who file a complaint or participate in any proceeding under the FLSA.

**ADDITIONAL INFORMATION**

- Certain occupations and establishments are exempt from the minimum wage, and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa, the Commonwealth of the Northern Mariana Islands, and the Commonwealth of Puerto Rico.
- Some state laws provide greater employee protections; employers must comply with both.
- Some employers incorrectly classify workers as “independent contractors” when they are actually employees under the FLSA. It is important to know the difference between the two because employees (unless exempt) are entitled to the FLSA’s minimum wage and overtime pay protections and correctly classified independent contractors are not.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243  
TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd)



# DERECHOS DE LOS TRABAJADORES

BAJO LA LEY DE NORMAS JUSTAS DE TRABAJO (FLSA—siglas en inglés)

## SALARIO MÍNIMO FEDERAL

# \$7.25

POR HORA

A PARTIR DEL 24 DE JULIO DE 2009

La ley exige que los empleadores exhiban este cartel donde sea visible por los empleados.

### PAGO POR SOBRETUENPO

Por lo menos tiempo y medio (1½) de la tasa regular de pago por todas las horas trabajadas en exceso de 40 en una semana laboral.

### TRABAJO DE MENORES DE EDAD

El empleado tiene que tener por lo menos 16 años para trabajar en la mayoría de los trabajos no agrícolas y por lo menos 18 años para trabajar en los trabajos no agrícolas declarados peligrosos por la Secretaría de Trabajo. Los menores de 14 y 15 años pueden trabajar fuera del horario escolar en varias ocupaciones que no sean de manufactura, de minería, y que no sean peligrosas con ciertas restricciones al horario de trabajo. Se aplican distintos reglamentos al empleo agrícola.

### CRÉDITO POR PROPINAS

Los empleadores de “empleados que reciben propinas” que cumplan con ciertas condiciones, pueden reclamar un crédito de salario parcial basado en las propinas recibidas por sus empleados. Los empleadores les tienen que pagar a los empleados que reciben propinas un salario en efectivo de por lo menos \$2.13 por hora si ellos reclaman un crédito de propinas contra su obligación de pagar el salario mínimo. Si las propinas recibidas por el empleado combinadas con el salario en efectivo de por lo menos \$2.13 por hora del empleador no equivalen al salario mínimo por hora, el empleador tiene que compensar la diferencia.

### MADRES LACTANTES

La FLSA exige que los empleadores le proporcionen un tiempo de descanso razonable a la empleada que sea madre lactante y que esté sujeta a los requisitos de sobretiempo de la FLSA, para que la empleada se extraiga leche manualmente para su niño lactante por un año después del nacimiento del niño, cada vez que dicha empleada tenga la necesidad de extraerse leche. A los empleadores también se les exige que proporcionen un lugar, que no sea un baño, protegido de la vista de los demás y libre de la intrusión de los compañeros de trabajo y del público, el cual pueda ser utilizado por la empleada para extraerse leche.

### CUMPLIMIENTO

El Departamento tiene la autoridad de recuperar salarios retroactivos y una cantidad igual en daños y perjuicios en casos de incumplimientos con el salario mínimo, sobretiempo y otros incumplimientos. El Departamento puede litigar y/o recomendar un enjuiciamiento criminal. A los empleadores se les pueden imponer sanciones pecuniarias civiles por cada incumplimiento deliberado o repetido de las disposiciones de la ley del pago del salario mínimo o de sobretiempo. También se pueden imponer sanciones pecuniarias civiles por incumplimiento con las disposiciones de la FLSA sobre el trabajo de menores de edad. Además, se pueden imponer sanciones pecuniarias civiles incrementadas por cada incumplimiento con el trabajo de menores que resulte en la muerte o una lesión seria de un empleado menor de edad, y tales evaluaciones pueden duplicarse cuando se determina que los incumplimientos fueron deliberados o repetidos. La ley también prohíbe tomar represalias o despedir a los trabajadores que presenten una queja o que participen en cualquier proceso bajo la FLSA.

### INFORMACIÓN ADICIONAL

- Ciertas ocupaciones y ciertos establecimientos están exentos de las disposiciones del salario mínimo, y/o de las disposiciones del pago de sobretiempo.
- Se aplican disposiciones especiales a trabajadores de Samoa Americana, del Estado Libre Asociado de las Islas Marianas del Norte y del Estado Libre Asociado de Puerto Rico.
- Algunas leyes estatales proporcionan protecciones más amplias a los trabajadores; los empleadores tienen que cumplir con ambas.
- Algunos empleadores clasifican incorrectamente a sus trabajadores como “contratistas independientes” cuando en realidad son empleados según la FLSA. Es importante conocer la diferencia entre los dos porque los empleados (a menos que estén exentos) tienen derecho a las protecciones del salario mínimo y del pago de sobretiempo bajo la FLSA y los contratistas correctamente clasificados como independientes no lo tienen.
- A ciertos estudiantes de tiempo completo, estudiantes alumnos, aprendices, y trabajadores con discapacidades se les puede pagar menos que el salario mínimo bajo certificados especiales expedidos por el Departamento de Trabajo.



DIVISIÓN DE HORAS Y SALARIOS  
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243  
TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd)



# EMPLOYEE RIGHTS

## EMPLOYEE POLYGRAPH PROTECTION ACT

The Employee Polygraph Protection Act prohibits most private employers from using lie detector tests either for pre-employment screening or during the course of employment.

**PROHIBITIONS** Employers are generally prohibited from requiring or requesting any employee or job applicant to take a lie detector test, and from discharging, disciplining, or discriminating against an employee or prospective employee for refusing to take a test or for exercising other rights under the Act.

**EXEMPTIONS** Federal, State and local governments are not affected by the law. Also, the law does not apply to tests given by the Federal Government to certain private individuals engaged in national security-related activities.

The Act permits polygraph (a kind of lie detector) tests to be administered in the private sector, subject to restrictions, to certain prospective employees of security service firms (armored car, alarm, and guard), and of pharmaceutical manufacturers, distributors and dispensers.

The Act also permits polygraph testing, subject to restrictions, of certain employees of private firms who are reasonably suspected of involvement in a workplace incident (theft, embezzlement, etc.) that resulted in economic loss to the employer.

The law does not preempt any provision of any State or local law or any collective bargaining agreement which is more restrictive with respect to lie detector tests.

**EXAMINEE RIGHTS** Where polygraph tests are permitted, they are subject to numerous strict standards concerning the conduct and length of the test. Examinees have a number of specific rights, including the right to a written notice before testing, the right to refuse or discontinue a test, and the right not to have test results disclosed to unauthorized persons.

**ENFORCEMENT** The Secretary of Labor may bring court actions to restrain violations and assess civil penalties against violators. Employees or job applicants may also bring their own court actions.

**THE LAW REQUIRES EMPLOYERS TO DISPLAY THIS POSTER WHERE EMPLOYEES AND JOB APPLICANTS CAN READILY SEE IT.**



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243  
TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd)



# DERECHOS DEL EMPLEADO

## LEY PARA LA PROTECCIÓN DEL EMPLEADO CONTRA LA PRUEBA DEL POLÍGRAFO

La Ley Para La Protección del Empleado contra la Prueba de Polígrafo le prohíbe a la mayoría de los empleadores del sector privado que utilice pruebas con detectores de mentiras durante el período de pre-empleo o durante el servicio de empleo.

**PROHIBICIONES** Generalmente se le prohíbe al empleador que le exija o requiera a un empleado o a un solicitante a un trabajo que se someta a una prueba con detector de mentiras, y que despida, discipline, o discrimine de ninguna forma contra un empleado o contra un aspirante a un trabajo por haberse negado a someterse a la prueba o por haberse acogido a otros derechos establecidos por la Ley.

**EXENCIONES** Esta Ley no afecta a los empleados de los gobiernos federal, estatales y locales. Tampoco se aplica a las pruebas que el Gobierno Federal les administra a ciertos individuos del sector privado que trabajan en actividades relacionadas con la seguridad nacional.

La Ley permite la administración de pruebas de polígrafo (un tipo de detector de mentiras) en el sector privado, sujeta a ciertas restricciones, a ciertos aspirantes para empleos en compañías de seguridad (vehículos blindados, sistemas de alarma y guardias). También se les permite el uso de éstas a compañías que fabrican, distribuyen y dispensan productos farmacéuticos.

La Ley también permite la administración de estas pruebas de polígrafo, sujeta a ciertas restricciones, a empleados de empresas privadas que estén bajo sospecha razonable de estar involucrados en un incidente en el sitio de empleo (tal como un robo, desfalco, etc.) que le haya ocasionado daños económicos al empleador.

La Ley no substituye ninguna provisión de cualquier otra ley estatal o local ni tampoco a tratos colectivos que sean más rigurosos con respecto a las pruebas de polígrafo.

**DERECHOS DE LOS EXAMINADOS** En casos en que se permitan las pruebas de polígrafo, éstas deben ser administradas bajo una cantidad de normas estrictas en cuanto a su administración y duración. Los examinados tienen un número de derechos específicos, incluyendo el derecho de advertencia por escrito antes de someterse a la prueba, el derecho a negarse a someterse a la prueba o a discontinuarla, al igual que el derecho a negarse a que los resultados de la prueba estén al alcance de personas no autorizadas

**CUMPLIMIENTO** El/La Secretario(a) de Trabajo puede entablar pleitos para impedir violaciones y puede imponer penas pecuniarias civiles contra los violadores. Los empleados o solicitantes a empleo también tienen derecho a entablar sus propios pleitos en los tribunales.

**LA LEY EXIGE QUE LOS EMPLEADORES EXHIBAN ESTE AVISO DONDE LOS EMPLEADOS Y LOS SOLICITANTES DE EMPLEO LO PUEDAN VER FÁCILMENTE.**



DIVISIÓN DE HORAS Y SALARIOS  
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243  
TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd)



# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

\*Special "hours of service" requirements apply to airline flight crew employees.

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

## BENEFITS & PROTECTIONS

## ELIGIBILITY REQUIREMENTS

## REQUESTING LEAVE

## EMPLOYER RESPONSIBILITIES

## ENFORCEMENT

For additional information or to file a complaint:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627

**www.dol.gov/whd**

U.S. Department of Labor | Wage and Hour Division



# DERECHOS DEL EMPLEADO SEGÚN LA LEY DE AUSENCIA FAMILIAR Y MÉDICA

DIVISIÓN DE HORAS Y SALARIOS DEL DEPARTAMENTO DE EE. UU.

## DE LOS DERECHOS DE LA LICENCIA

Los empleados elegibles que trabajan para un empleador sujeto a esta ley pueden tomarse hasta 12 semanas de licencia sin sueldo sin perder su empleo por las siguientes razones:

- El nacimiento de un hijo o la colocación de un hijo en adopción o en hogar de crianza;
- Para establecer lazos afectivos con un niño (la licencia debe ser tomada dentro del primer año del nacimiento o la colocación del niño);
- Para cuidar al cónyuge del empleado, al hijo, o al padre que tenga un problema de salud serio que califique;
- Debido a un problema de salud serio del mismo empleado que califique y que resulte en que el empleado no pueda realizar su trabajo;
- Por exigencias que califiquen relacionadas con el despliegue de un miembro de las fuerzas armadas que sea cónyuge del empleado, hijo o padre.

Un empleado elegible que es cónyuge, hijo, padre o familiar más cercano del miembro de las fuerzas armadas que está cubierto, puede tomarse hasta 26 semanas de licencia bajo la Ley de Ausencia Familiar y Médica (FMLA, por sus siglas en inglés) en un periodo de 12 meses para cuidar al miembro de las fuerzas armadas que tenga una lesión o enfermedad seria.

Un empleado no tiene que tomarse la licencia de una sola vez. Cuando es médicamente necesario o de otra manera permitido, los empleados pueden tomarse la licencia de forma intermitente o en una jornada reducida.

Los empleados pueden elegir, o un empleador puede exigir, el uso de licencias pagadas acumuladas mientras se toman la licencia bajo la FMLA. Si un empleado sustituye la licencia pagada acumulada por la licencia bajo la FMLA, el empleado tiene que respetar las políticas de pago de licencias normales del empleador.

## BENEFICIOS Y PROTECCIONES

Mientras los empleados estén de licencia bajo la FMLA, los empleadores tienen que continuar con la cobertura del seguro de salud como si los empleados no estuvieran de licencia.

Después de regresar de la licencia bajo la FMLA, a la mayoría de los empleados se les tiene que restablecer el mismo trabajo o uno casi idéntico, con el pago, los beneficios y otros términos y otras condiciones de empleo equivalentes.

Un empleador no puede interferir con los derechos de la FMLA de un individuo o tomar represalias contra alguien por usar o tratar de usar la licencia bajo la FMLA, oponerse a cualquier práctica ilegal hecha por la FMLA, o estar involucrado en un procedimiento según o relacionado con la FMLA.

## REQUISITOS DE ELEGIBILIDAD

Un empleado que trabaja para un empleador cubierto tiene que cumplir con tres criterios para poder ser elegible para una licencia bajo la FMLA. El empleado tiene que:

- Haber trabajado para el empleador por lo menos 12 meses;
- Tener por lo menos 1,250 horas de servicio en los 12 meses previos a tomar la licencia\*; y
- Trabajar en el lugar donde el empleador tiene al menos 50 empleados dentro de 75 millas del lugar de trabajo del empleado.

\*Requisitos especiales de "horas de servicio" se aplican a empleados de una tripulación de una aerolínea.

## PEDIDO DE LA LICENCIA

En general, los empleados tienen que pedir la licencia necesaria bajo la FMLA con 30 días de anticipación. Si no es posible avisar con 30 días de anticipación, un empleado tiene que notificar al empleador lo más pronto posible y, generalmente, seguir los procedimientos usuales del empleador.

Los empleados no tienen que informar un diagnóstico médico, pero tienen que proporcionar información suficiente para que el empleador pueda determinar si la ausencia califica bajo la protección de la FMLA. La información suficiente podría incluir informarle al empleador que el empleado está o estará incapacitado para realizar sus funciones laborales, que un miembro de la familia no puede realizar las actividades diarias, o que una hospitalización o un tratamiento médico es necesario. Los empleados tienen que informar al empleador si la necesidad de la ausencia es por una razón por la cual la licencia bajo la FMLA fue previamente tomada o certificada.

Los empleadores pueden exigir un certificado o una recertificación periódica que respalde la necesidad de la licencia. Si el empleado determina que la certificación está incompleta, tiene que proporcionar un aviso por escrito indicando qué información adicional se requiere.

## RESPONSABILIDADES DEL EMPLEADOR

Una vez que el empleador tome conocimiento que la necesidad de la ausencia del empleado es por una razón que puede calificar bajo la FMLA, el empleador tiene que notificar al empleado si él o ella es elegible para una licencia bajo FMLA y, si es elegible, también tiene que proporcionar un aviso de los derechos y las responsabilidades según la FMLA. Si el empleado no es elegible, el empleador tiene que brindar una razón por la cual no es elegible.

Los empleadores tienen que notificar a sus empleados si la ausencia será designada como licencia bajo la FMLA, y de ser así, cuánta ausencia será designada como licencia bajo la FMLA.

## CUMPLIMIENTO

Los empleados pueden presentar un reclamo ante el Departamento de Trabajo de EE. UU., la División de Horas y Salarios, o pueden presentar una demanda privada contra un empleador.

La FMLA no afecta a ninguna ley federal o estatal que prohíba la discriminación ni sustituye a ninguna ley estatal o local o convenio colectivo de negociación que proporcione mayores derechos de ausencias familiares o médicas.

Para información adicional o para presentar un reclamo:

# 1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

## www.dol.gov/whd



Departamento de Trabajo de los EE.UU. | División de Horas y Salarios DIVISIÓN DE HORAS Y SALARIOS

# PAY TRANSPARENCY NONDISCRIMINATION PROVISION

The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information. 41 CFR 60-1.35(c)

If you believe that you have experienced discrimination contact OFCCP  
1.800.397.6251 | TTY 1.877.889.5627 | [www.dol.gov/ofccp](http://www.dol.gov/ofccp)



# TRANSPARENCIA EN EL PAGO

## DISPOSICIÓN SOBRE NO DISCRIMINACIÓN

El contratista no podrá despedir ni de ninguna otra manera discriminar contra empleados o solicitantes porque han preguntado acerca de, discutido o revelado su propio salario o el salario de otro empleado o solicitante. Sin embargo, los empleados que tienen acceso a la información de compensación de otros empleados o solicitantes como parte de sus funciones de trabajo esenciales no pueden revelar el salario de otros empleados o solicitantes a las personas que de lo contrario no tienen acceso a la información de compensación, a menos que la revelación sea (a) en respuesta a una queja o acusación formal, (b) en cumplimiento de una investigación, procedimiento, audiencia o acción, incluyendo una investigación llevada a cabo por el empleador, o (c) consistente con la obligación legal del contratista para proporcionar la información. 41 CFR 60-1.35(c)

Si usted cree que ha experimentado discriminación contacte OFCCP  
1.800.397.6251 | TTY 1.877.889.5627 | [www.dol.gov/ofccp](http://www.dol.gov/ofccp)





# YOUR RIGHTS UNDER USERRA

## THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT

**USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.**

### REEMPLOYMENT RIGHTS

You have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed service and:

- ☆ you ensure that your employer receives advance written or verbal notice of your service;
- ☆ you have five years or less of cumulative service in the uniformed services while with that particular employer;
- ☆ you return to work or apply for reemployment in a timely manner after conclusion of service; and
- ☆ you have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.

### RIGHT TO BE FREE FROM DISCRIMINATION AND RETALIATION

If you:

- ☆ are a past or present member of the uniformed service;
- ☆ have applied for membership in the uniformed service; or
- ☆ are obligated to serve in the uniformed service;

then an employer may not deny you:

- ☆ initial employment;
- ☆ reemployment;
- ☆ retention in employment;
- ☆ promotion; or
- ☆ any benefit of employment

because of this status.

In addition, an employer may not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

### HEALTH INSURANCE PROTECTION

- ☆ If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military.
- ☆ Even if you don't elect to continue coverage during your military service, you have the right to be reinstated in your employer's health plan when you are reemployed, generally without any waiting periods or exclusions (e.g., pre-existing condition exclusions) except for service-connected illnesses or injuries.

### ENFORCEMENT

- ☆ The U.S. Department of Labor, Veterans Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations.
- ☆ For assistance in filing a complaint, or for any other information on USERRA, contact VETS at **1-866-4-USA-DOL** or visit its website at <http://www.dol.gov/vets>. An interactive online USERRA Advisor can be viewed at <http://www.dol.gov/elaws/userra.htm>.
- ☆ If you file a complaint with VETS and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice or the Office of Special Counsel, as applicable, for representation.
- ☆ You may also bypass the VETS process and bring a civil action against an employer for violations of USERRA.

The rights listed here may vary depending on the circumstances. The text of this notice was prepared by VETS, and may be viewed on the internet at this address: <http://www.dol.gov/vets/programs/userra/poster.htm>. Federal law requires employers to notify employees of their rights under USERRA, and employers may meet this requirement by displaying the text of this notice where they customarily place notices for employees.



**U.S. Department of Labor**  
1-866-487-2365



**U.S. Department of Justice**



**Office of Special Counsel**



**1-800-336-4590**

Publication Date — April 2017



# **TITLE VI NOTICE TO THE PUBLIC**

## **AVISO AL PÚBLICO SOBRE EL TITULO VI**

The Maricopa County Department of Transportation (MCDOT) hereby gives public notice that it is agency policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and related statutes and regulations in all programs and activities. Title VI requires that no person shall, on the grounds of race, color, sex, national origin, age or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Federal Aid Highway program or other activity for which MCDOT receives federal financial assistance.

Any person, who believes his/her Title VI protection has been violated, may file a complaint. Any such complaint must be in writing and filed with the MCDOT Title VI Program Coordinator within one-hundred-eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained from MCDOT by contacting:

**Kimberly Richards**

***MCDOT Title VI Program***

Maricopa County Department of Transportation

2901 W. Durango St., Phoenix, AZ 85009

KimberlyRichards2@mail.maricopa.gov • 602.506.1630

El Departamento de Transporte del Condado Maricopa (MCDOT) por el presente da aviso público que es la política de la Agencia asegurar conformidad total con el Título VI de la Ley de los Derechos Civiles de 1964, la Ley de Restauración de Derechos Civiles de 1987 y las leyes y regulaciones relacionadas en todos los programas y actividades. El Título VI requiere que ninguna persona será, por razón de raza, color, sexo, país de origen, edad o discapacidad, excluida de participar, negada los beneficios o de otra manera sujeta a discriminación bajo cualquier programa de Ayuda Federal para Carreteras u otra actividad por cual MCDOT recibe ayuda financiera federal.

Cualquier persona que cree que se le ha violado su protección bajo el Título VI, puede presentar una queja. Esta queja debe ser por escrito y presentada al Gerente del Programa de Título VI de MCDOT dentro de los ciento ochenta (180) días de la fecha en que se alega que la discriminación ocurrió. Se puede obtener formularios de reclamación de MCDOT poniéndose en contacto con:

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

- I. General
- II. Nondiscrimination
- III. Nonsegregated 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. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**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 (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).

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.

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). 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 bid proposal or request for proposal 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).

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.

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. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 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 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, 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 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, 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 230, 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 (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 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 35 and 29 CFR 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.

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, 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 who 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.

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, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure 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. 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, 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, 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 there under. 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, 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 and 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. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 contracting agency deems appropriate.

**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 \$10,000 or more.

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, 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). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

a. All laborers and mechanics employed or working upon the site of the work, 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 wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall 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 shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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 utilized 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) 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 shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. 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.

(3) 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 shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall 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.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. 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, 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.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, 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.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that 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 section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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 Regulations, 29 CFR part 3;

(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 of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. 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. 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 journeymen 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.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 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.

**9. Disputes concerning labor standards.** 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 he or she) 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 section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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 watchmen 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.

**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. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 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.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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" 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:

(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.

2. 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. 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.

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

## 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 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.

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 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).

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 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 1, 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**

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **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.

##### **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.

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.

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.

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 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee 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 grantee or subgrantee 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.

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.

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. 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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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. 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) 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;

(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; 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.

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

### **2. 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)

a. By signing and submitting this proposal, the prospective lower tier 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.

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 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 grantee or subgrantee 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 grantee or subgrantee 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.

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.

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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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.

\* \* \* \* \*

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall 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 20).

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.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**- - - Notification of A.R.S. §23-1502 - - -**  
**CONSTRUCTIVE DISCHARGE**

---

**NOTICE**

An employee is encouraged to communicate to the employer whenever the employee believes working conditions may become intolerable to the employee and may cause the employee to resign. Under section 23-1502, Arizona Revised Statutes, an employee may be required to notify an appropriate representative of the employer in writing that a working condition exists that the employee believes is intolerable, that will compel the employee to resign or that constitutes a constructive discharge, if the employee wants to preserve the right to bring a claim against the employer alleging that the working condition forced the employee to resign.

Under the law, an employee may be required to wait for fifteen calendar days after providing written notice before the employee may resign if the employee desires to preserve the right to bring a constructive discharge claim against the employer. An employee may be entitled to paid or unpaid leave of absence of up to fifteen calendar days while waiting for the employer to respond to the employee's written communication about the employee's working condition.

## ARIZONA LAW PROHIBITS DISCRIMINATION IN EMPLOYMENT

ON THE BASIS OF: Race, Color Religion, Sex, Age (40+),  
National Origin, Disability, or Results of Genetic Testing.

BY: Employers, Employment Agencies, or Labor Unions.

WITH RESPECT TO: Hiring, Promotion, Transfer,  
Termination, Salary or Benefits, Lay-Off, Apprenticeship and  
Training Programs, Job Referrals, or Union Membership.

REMEDY MAY INCLUDE: Employment, Reinstatement, Back  
Pay, Promotion, or Lost Benefits.

\*Intake form available online at [www.azag.gov](http://www.azag.gov)

## LA LEY DE ARIZONA PROHIBE DISCRIMINACION EN EL EMPLEO

POR RAZONES DE: Raza, Color, Religion, Sexo, Edad(40+),  
Origen Nacional, Incapacidad, o Resultados de Pruebas  
Geneticas.

POR PARTE DE: Empleador, Agencias de Empleo, o Sindicatos.

CON RESPECTO A: Ocupacion, Ascenso, Transferencia,  
Terminacion, Salarios o Beneficios, Despido, Aprendizaje de  
Trabajo, Referencias de Trabajo, o Miembrecia en Sindicatos.

LOS REMEDIOS PUEDEN INCLUIR: Empleo, Re-Empleo  
Sueldo Atrasado, Ascenso, o Beneficios Perdidos.

\*Formulario de cuestionario esta disponible en  
nuestro sitio de web: [www.azag.gov](http://www.azag.gov)



**Phoenix Office**  
2005 N. Central Avenue  
Phoenix, Arizona 85004  
(602) 542-5263  
(877) 491-5742 Toll Free  
(877) 624-8090 TTY Toll Free

**State of Arizona**  
**Office of the Attorney General**  
**Civil Rights Division**

**Tucson Office**  
400 West Congress Street  
Tucson, Arizona 85701  
(502) 628-6500  
(877) 491-5740 Toll Free  
(877) 624-8090 TTY Toll Free

**THIS NOTICE MUST BE POSTED IN A CONSPICUOUS WELL LIGHTED PLACE FREQUENTED  
BY EMPLOYEES, JOB SEEKERS, APPLICANTS FOR UNION MEMBERSHIP, OR PATRONS.**

# **NOTICE TO EMPLOYEES**

## **YOU ARE COVERED BY UNEMPLOYMENT INSURANCE**

For an explanation of what this insurance means to you, ask your employer for the pamphlet A Guide to Arizona Unemployment Insurance Benefits (PAU-007-M). You may obtain additional information from the Unemployment Insurance office by calling (602) 364-2722 in the Phoenix area, (520) 791-2722 in the Tucson area, or toll free at 1-877-600-2722.

### **IF YOU BECOME UNEMPLOYED, YOU MAY BE ELIGIBLE FOR UNEMPLOYMENT BENEFITS IF YOU:**

- Were separated from your last job for a non-disqualifying reason
- Open or reopen a claim by calling one of the phone numbers listed above
- Meet the wage requirements established by law
- Register for work at the nearest DES Employment Service office
- Actively seek work and remain available and able to accept suitable employment
- Meet all other eligibility requirements

You may receive partial unemployment insurance payments if your hours and wages are reduced.

POSTING REQUIRED BY ARS § 23-772.C

P.O. BOX 6123  
PHOENIX, ARIZONA 85005-6123

Equal Opportunity Employer/Program ♦ Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, and disability. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact the UI Tax office. TTY/TDD Services: 7-1-1.

## **AVISO A LOS EMPLEADOS USTED TIENE SEGURO POR DESEMPLEO**

Para una explicación de lo que este seguro significa para usted, visite a nuestro sitio web en [www.azui.com](http://www.azui.com) una copia del folleto Una guía a los Beneficios de Seguro por Desempleo en Arizona (PAU-007-S) También puede obtener información adicional de la oficina del Seguro por Desempleo por llamar al (602) 364-2722 en el área de Phoenix, al (520) 791-2722 en el área de Tucson , o gratis al 1-877-600-2722.

### **SI USTED SE QUEDA SIN EMPLEO, USTED PUEDE TENER DERECHO A RECIBIR BENEFICIOS DE DESEMPLEO SI USTED:**

- Abre o reabre un reclamo al acceder el sitio web en [www.azui.com](http://www.azui.com). Si usted no tiene acceso al internet, vaya a la oficina de Servicios de Empleo del Departamento de Seguridad Económico de Arizona más cercana, para ayuda.
- Fue separado de su último empleo por un motivo que no le descalifica
- Satisface los requisitos salariales establecidos por ley
- Se registra para trabajo con Arizona Job Connection (Conexión Laboral de Arizona) – DES tratará a inscribirle a base de la información que usted proporcione cuando presenta su reclamo.
- Busca trabajo de manera activa y queda disponible y dispuesto para aceptar un empleo adecuado.
- Satisface todos los demás requisitos de elegibilidad

Si se reducen su salario y horas de trabajo, puede que usted reciba pagos parciales de seguro por desempleo.

### **SE REQUIERE ESTA FIJACIÓN CONFORME A AARS § 23-772.C**

Programa y Empleador con Igualdad de Oportunidades • Bajo los Títulos VI y VII de la Ley de los Derechos Civiles de 1964 (Títulos VI y VII) y la Ley de Estadounidenses con Discapacidades de 1990 (ADA por sus siglas en inglés), Sección 504 de la Ley de Rehabilitación de 1973, Ley contra la Discriminación por Edad de 1975 y el Título II de la Ley contra la Discriminación por Información Genética (GINA por sus siglas en inglés) de 2008; el Departamento prohíbe la discriminación en la admisión, programas, servicios, actividades o el empleo basado en raza, color, religión, sexo, origen, edad, discapacidad, genética y represalias. El Departamento tiene que hacer arreglos razonables para permitir a una persona con una incapacidad participar en un programa, servicio o actividad. Servicios y ayudantes auxilios para personas con discapacidades están disponibles a petición. Esto significa por ejemplo que, si es necesario el Departamento tiene que proporcionar intérpretes de lenguaje de señas para personas sordas, un establecimiento con acceso para sillas de ruedas, o material con letras grandes. También significa que el Departamento tomará cualquier otra medida razonable que le permita a usted entender y participar en un programa o en una actividad, incluso efectuar cambios razonables en la actividad. Si usted cree que su discapacidad le impedirá entender o participar en un programa o actividad, por favor infórmenos lo antes posible de lo que usted necesita para acomodar su discapacidad. Para obtener este documento en otro formato u obtener información adicional sobre esta política, comuníquese con el gerente de su oficina local; Servicios de TTY/TDD: 7-1-1. • Ayuda gratuita con traducciones relacionadas a los servicios del DES está disponible a solicitud del cliente. • Available in English at your local office.

# EMPLOYEE SAFETY AND HEALTH PROTECTION

The Arizona Occupational Safety and Health Act of 1972 (Act), provides safety and health protection for employees in Arizona. The Act requires each employer to furnish his employees with a place of employment free from recognized hazards that might cause serious injury or death. The Act further requires that employers and employees comply with all workplace safety and health standards, rules and regulations promulgated by the Industrial Commission. The Arizona Division of Occupational Safety and Health (ADOSH), a division of the Industrial Commission of Arizona, administers and enforces the requirements of the Act.

## As an employee, you have the following rights:

**You have the right to notify your employer or ADOSH about workplace hazards. You may ask ADOSH to keep your name confidential.**

**You have the right to request that ADOSH conduct an inspection if you believe there are unsafe and/or unhealthful conditions in your workplace. You or your representative may participate in the inspection.**

**If you believe you have been discriminated against for making safety and health complaints, or for exercising your rights under the Act, you have a right to file a complaint with ADOSH within 30 days of the discriminatory action. You are also afforded protection from discrimination under the Federal Occupational Safety and Health Act and may file a complaint with the U.S. Secretary of Labor within 30 days of the discriminatory action.**

**You have the right to see any citations that have been issued to your employer. Your employer must post the citations at or near the location of the alleged violation.**

**You have the right to protest the time frame given for correction of any violation.**

**You have the right to obtain copies of your medical records or records of your exposure to toxic and harmful substances or conditions.**

**Your employer must post this notice in your workplace.**

The Industrial Commission and ADOSH do not cover employers of household domestic labor, those in maritime activities (covered by OSHA), those in atomic energy activities (covered by the Atomic Energy Commission) and those in mining activities (covered by the Arizona Mine Inspector's office). To file a complaint, report an emergency or seek advice and assistance from ADOSH, contact the nearest ADOSH office:

**Phoenix:**  
800 West Washington  
Phoenix AZ. 85007  
602-542-5795  
Toll free: 855-268-5251



**Tucson:**  
2675 East Broadway  
Tucson, AZ. 85716  
520-628-5478  
Toll free: 855-268-5251

**Industrial Commission web site:** [www.ica.state.az.us](http://www.ica.state.az.us)

Note: Persons wishing to register a complaint alleging inadequacy in the administration of the Arizona Occupational Safety and Health plan may do so at the following address:

U.S. Department of Labor – OSHA  
230 N. 1st Ave., Ste. 202  
Phoenix, AZ 85003  
Telephone: 602-514-7250

# PROTECCION DE SEGURIDAD Y SANIDAD PARA EL EMPLEADO

El Acta de Seguridad y Sanidad Ocupacional de 1972 (Acta) provee protección de seguridad y sanidad para los empleados en Arizona. El Acta requiere que cada patron les ofrezca a sus empleados un lugar de empleo libre de riesgos reconocidos que puedan causar daño o muerte. El Acta también requiere que los patrones y empleados cumplan con las normas, y los reglamentos de seguridad y sanidad promulgados por la Comisión Industrial. La ejecución de esta ley se lleva a cabo por la División de Seguridad y Sanidad Ocupacional, un brazo de la Comisión Industrial de Arizona.

## Como empleado, Ud. tiene los derechos siguientes:

**Tiene el derecho de notificar a su patron o a ADOSH sobre peligros en su lugar de trabajo. Puede pedir a ADOSH que mantenga su nombre confidencialmente.**

**Tiene el derecho de solicitar una inspección por parte de ADOSH si cree que existen condiciones peligrosas o poco saludables en su lugar de trabajo. Usted o su representante puede participar en la inspección.**

**Si cree que su patron lo ha discriminado por presentar reclamos de seguridad y sanidad o por ejercer sus derechos bajo el Acta, puede presentar una queja a ADOSH durante un plazo de 30 días después de la acción de discriminación. También tiene protección de discriminación bajo el acta federal de seguridad y sanidad ocupacional y puede archivar una queja con el Secretario de Labor de los Estados Unidos dentro de 30 días después de la discriminación alegada.**

**Tiene el derecho de ver las citaciones enviadas a su empleador. Su empleador debe colocar las citaciones en un lugar visible en el sitio de la supuesta infracción o cerca de el.**

**Tiene el derecho de protestar el tiempo dado para corregir una violación.**

**Tiene el derecho de recibir copias de su historial médico o de los registros de su exposición a sustancias o condiciones tóxicas y peligrosas.**

**Su empleador debe colocar este aviso en su lugar de trabajo.**

La ley de seguridad y sanidad en el trabajo no aplica a aquellos patrones que emplean a servicio doméstico, a patrones de actividades marítimas (protejidos bajo OSHA), a patrones en actividades de energía atómica (protegidos bajo la Comisión de Energía Atómica), o a patrones en actividades mineras (protegidos por la Oficina del Inspector de Minas del Estado de Arizona). Para registrar una queja, reportar una emergencia o pedir asistencia de ADOSH, póngase en contacto con la oficina más cercana :

**Phoenix:**  
800 West Washington  
Phoenix AZ. 85007  
602-542-5795  
Llamada gratis: 855-268-5251



**Tucson:**  
2675 East Broadway  
Tucson, AZ. 85716  
520-628-5478  
Llamada gratis: 855-268-5251

**Industrial Commission web site:** [www.ica.state.az.us](http://www.ica.state.az.us)

Nota: Personas que deseen registrar quejas alegando falta de adecuadez en la administración del plan de seguridad y sanidad ocupacional de Arizona pueden dirigir las a la siguiente dirección:

U.S. Department of Labor – OSHA  
230 N. 1st Ave., Ste. 202  
Phoenix, AZ 85003  
Teléfono: 602-514-7250



**Thank you for not smoking.**



To report a violation or file a complaint:  
**[smokefreearizona.org](http://smokefreearizona.org)**

**1-877-4-AZNOSMOKE  
1-877-429-6676**

Smoke-Free Arizona Act ARS§36-601.01



# **WORK EXPOSURE TO BODILY FLUIDS**

## **NOTICE TO EMPLOYEES**

Re: Human Immunodeficiency Virus (HIV),  
Acquired Immune Deficiency Syndrome (AIDS) & Hepatitis C

Employees are notified that a claim may be made for a condition, infection, disease, or disability involving or related to the Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), or Hepatitis C within the provisions of the Arizona Workers' Compensation Law, and the rules of The Industrial Commission of Arizona. Such a claim shall include the occurrence of a significant exposure at work, which generally means contact of an employee's ruptured or broken skin or mucous membrane with a person's blood, semen, vaginal fluid, surgical fluid(s) or any other fluid(s) containing blood. **AN EMPLOYEE MUST CONSULT A PHYSICIAN TO SUPPORT A CLAIM.** Claims cannot arise from sexual activity or illegal drug use.

Certain classes of employees may more easily establish a claim related to HIV, AIDS, or Hepatitis C if they meet the following requirements:

1. The employee's regular course of employment involves handling or exposure to blood, semen, vaginal fluid, surgical fluid(s) or any other fluid(s) containing blood. Included in this category are health care providers, forensic laboratory workers, fire fighters, law enforcement officers, emergency medical technicians, paramedics and correctional officers.

2. **NO LATER THAN TEN (10) CALENDAR DAYS** after a possible significant exposure which arises out of and in the course of employment, the employee reports in writing to the employer the details of the exposure as provided by Commission rules. Reporting forms are available at the office of this employer or from the Industrial Commission of Arizona, 800 W. Washington, Phoenix, Arizona 85007, (602) 542-4661 or 2675 E. Broadway, Tucson, Arizona 85716, (520) 628-5181. If an employee chooses not to complete the reporting form, that employee may be at risk of losing a prima facie claim.

3. **NO LATER THAN TEN (10) CALENDAR DAYS** after the possible significant exposure the employee has blood drawn, and **NO LATER THAN THIRTY (30) CALENDAR DAYS** the blood is tested for **HIV OR HEPATITIS C** by antibody testing and the test results are negative.

4. **NO LATER THAN EIGHTEEN (18) MONTHS** after the date of the possible significant exposure at work, the employee is retested and the results of the test are HIV positive or the employee has been diagnosed as positive for the presence of HIV, or **NO LATER THAN SEVEN (7) MONTHS** after the date of the possible significant exposure at work, the employee is retested and the results of the test are positive for the presence of Hepatitis C or the employee has been diagnosed as positive for the presence of Hepatitis C.

**KEEP POSTED IN CONSPICUOUS PLACE  
NEXT TO WORKERS' COMPENSATION NOTICE TO EMPLOYEES**

THIS NOTICE IS APPROVED BY THE INDUSTRIAL  
COMMISSION OF ARIZONA FOR CARRIER USE

# **EXPOSICION A FLUIDOS CORPORALES EN EL TRABAJO**

## **AVISO A LOS EMPLEADOS**

Re: El Virus de la Inmunodeficiencia Humana (VIH),  
Síndrome de la Inmunodeficiencia Adquirida (SIDA) y Hepatitis C

Se les notifica a los empleados que se puede hacer una reclamación por una condición, infección, enfermedad o incapacidad relacionada con o derivada del Virus de Inmunodeficiencia Humana (VIH), Síndrome de Inmunodeficiencia Adquirida (SIDA), o Hepatitis C bajo lo provisto por la Ley de Compensación para los Trabajadores de Arizona y las reglas de La Comisión Industrial de Arizona. Tal reclamación debe incluir el suceso de una exposición importante en el trabajo, la que por lo general significa contacto de alguna ruptura de la piel o mucosa del empleado con la sangre, semen, fluido vaginal, fluido(s) quirúrgico(s) o cualquier otro fluido de una persona que contenga sangre. **EL EMPLEADO DEBE CONSULTAR A UN MEDICO PARA CONFIRMAR SU RECLAMACION.** Las reclamaciones no pueden resultar de actividad sexual o uso ilícito de drogas.

Ciertas clases de empleados pueden establecer más fácilmente una reclamación relacionada con el VIH, SIDA O Hepatitis C si reúnen los requisitos siguientes:

1. El curso regular del empleo del empleado requiere el manejo de o la exposición a sangre, semen, fluido vaginal, fluido(s) quirúrgico(s) o cualquier otro fluido que contenga sangre. Incluidos en esta categoría son los proveedores de cuidados de la salud, trabajadores de laboratorios forenses, bomberos, agentes policiales, técnicos médicos de emergencia, paramédicos y agentes correccionales.

2. **NO MAS DE DIEZ (10) DIAS DE CALENDARIO** después de una posible exposición importante que resulta de y en el curso de su trabajo, el empleado reporta a su patrón por escrito los detalles de la exposición como lo proveen las reglas de la Comisión. Las formas de reporte están disponibles en la oficina de este patrón o de la Comisión Industrial de Arizona, 800 W. Washington, Phoenix, Arizona 85007, (602) 542-4661 o 2675 E. Broadway, Tucson, Arizona 85716, (520) 628-5181. Si un empleado elige no llenar la forma de reporte, ese empleado corre el riesgo de perder una reclamación de prima facie.

3. **NO MAS DE DIEZ (10) DIAS DE CALENDARIO** después de una posible exposición importante el empleado va a que le saquen sangre, y **NO MAS DE TREINTA (30) DIAS DE CALENDARIO** la sangre es analizada para **VIH O HEPATITIS C** por medio de análisis de anticuerpos y el análisis resulta negativo.

4. **NO MAS DE DIECIOCHO (18) MESES** después de la fecha de la posible exposición importante en el trabajo, el empleado es examinado nuevamente y los resultados del análisis son positivos por VIH o el empleado ha sido diagnosticado como positivo por la presencia de VIH, o **NO MAS DE SIETE (7) MESES** después de la fecha de la posible exposición importante en el trabajo, el empleado es examinado nuevamente y los resultados del análisis son positivos por la presencia de Hepatitis C o el empleado ha sido diagnosticado como positivo por la presencia de Hepatitis C.

### **MANTENER FIJO EN UN LUGAR SOBRESALIENTE JUNTO AL AVISO A LOS EMPLEADOS SOBRE COMPENSACION PARA TRABAJADORES**

ESTE AVISO HA SIDO APROBADO POR LA COMISION INDUSTRIAL  
DE ARIZONA PARA USO DE LAS ASEGURADORAS

Este documento es una traducción del texto original escrito en inglés. Esta traducción no es oficial y no es vinculante para este estado o para una subdivisión política de este estado.

This document is a translation from original text written in English. This translation is unofficial and is not binding on this state or a political subdivision of this state.

TO BE POSTED BY EMPLOYER

POLICY NUMBER \_\_\_\_\_

## NOTICE TO EMPLOYEES

RE: ARIZONA WORKERS' COMPENSATION LAW

All employees are hereby notified that this employer has complied with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all the rules and regulations of The Industrial Commission of Arizona made in pursuance thereof, and has secured the payment of compensation to employees by insuring the payment of such compensation with: \_\_\_\_\_

All employees are hereby further notified that in the event they do not specifically reject the provisions of the said compulsory law, they are deemed by the laws of Arizona to have accepted the provisions of said law and to have elected to accept compensation under the terms thereof; and that under the terms thereof employees have the right to reject the same by written notice thereof prior to any injury sustained, and that the blanks and forms for such notice are available to all employees at the office of this employer.

★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★

PARA SER COLOCADO POR EL PATRON

NUMERO DE POLIZA \_\_\_\_\_

## AVISO A LOS EMPLEADOS

RE: LEY DE COMPENSACION PARA LOS TRABAJADORES DE ARIZONA

A todos los empleados se les notifica por este medio que este patron ha cumplido con las provisiones de la Ley de Compensacion para los Trabajadores de Arizona (Titulo 23, Capitulo 6, Estatutos Enmendados de Arizona) tal como han sido enmendados, y con todas las regias y ordenanzas de La Comision Industrial de Arizona hechas en cumplimiento de esta, y ha asegurado el pago de compensacion a los empleados garantizando el pago de dicha compensacion por medio de:

Ademas, a todos los empleados se les notifica por este medio que en caso de que especificadamente ellos no rechazen las disposiciones de dicha ley obligatoria, se les considerara bajo las leyes de Arizona de haber aceptado las provisiones de dicha ley y de haber escogido aceptar la compensacion bajo estos terminos; tambien bajo estos terminos los empleados tienen el derecho de rechazar la misma por medio de una notificacion por escrito antes de que sufran alguna lesion, todos los formularios o formas en blanco para tal notificacion por escrito estaran disponibles para todos los empleados en la oficina de este patron.

★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★

**KEEP POSTED IN A CONSPICUOUS PLACE.**

**COLOQUESE EN LUGAR VISIBLE.**

## Construction Bulletin Board Checklist

Project Name: _____	Date: _____
Project No: _____	Inspector Name: _____
Federal Project No: _____	Location of _____
ADOT Tracs No: _____	Bulletin Board: _____
MCDOT Project No: _____	
Contractor: _____	

Conforming		
Yes	No	
1a		<b>EEO Poster (EEOC-P/E-1)</b> Equal Employment Opportunity is the Law Poster in English (Rev 11-2009)
1b		<b>EEO Poster (EEOC-P/E-1)</b> Equal Employment Opportunity is the Law Poster in Spanish (Rev 11-2009)
2a		<b>EEO Supplement</b> - Equal Employment Opportunity is the Law Supplement in English (Rev 09-2015)
2b		<b>EEO Supplement</b> - Equal Employment Opportunity is the Law Supplement in Spanish (Rev 09-2015)
3a		<b>Fraud Poster</b> (Form <b>FHWA-1022</b> ) required by Title 18 of the United States Code, Section 1020 English ( <b>Note A</b> )
3b		<b>Fraud Poster</b> (Form <b>FHWA-1022</b> ) required by Title 18 of the United States Code, Section 1020 Spanish ( <b>Note A</b> )
4a		<b>Job Safety and Health It's the Law</b> (Form <b>OSHA 3165-04R</b> ) in English
4b		<b>Job Safety and Health It's the Law</b> (Form <b>OSHA 3167-04R</b> ) in Spanish
5a		<b>Employee Rights under the Davis-Bacon Act</b> (Minimum Wage) Poster ( <b>WH-1321</b> ) in English ( <b>Note B</b> )
5b		<b>Employee Rights under the Davis-Bacon Act</b> (Minimum Wage) Poster ( <b>WH-1321 SPA</b> ) in Spanish ( <b>Note B</b> )
6a		<b>Employee Rights Under the Fair Labor Act</b> (Minimum Wage) Poster ( <b>WHD 1088</b> ) in English
6b		<b>Employee Rights Under the Fair Labor Act</b> (Minimum Wage) Poster ( <b>WHD 1088SPA</b> ) in Spanish
7a		<b>Employee Rights Under the Employee Polygraph Protection Act Poster</b> ( <b>WHD 1462</b> ) in English
7b		<b>Employee Rights Under the Employee Polygraph Protection Act Poster</b> ( <b>WHD 1462SP</b> ) in Spanish
8a		<b>Employee Rights and Responsibilities Under the Family and Medical Leave Act</b> ( <b>WHD 1420</b> ) in English
8b		<b>Employee Rights and Responsibilities Under the Family and Medical Leave Act</b> ( <b>WH 1420SP</b> ) in Spanish
9a		<b>Pay Transparency Nondiscrimination Provisions</b> (Presidential Executive Order No. <b>11246</b> ) English
9b		<b>Pay Transparency Nondiscrimination Provisions</b> (Presidential Executive Order No. <b>11246</b> ) Spanish
10		<b>Your Rights Under USERRA</b> (USERRA Poster April 2017)
11		<b>MCDOT's Title VI Notice to the Public</b> in English and Spanish
12		<b>Constructive Discharge</b> ( <b>ARS 23-1502</b> )
13		<b>Arizona Law Discrimination is Prohibited in Employment</b> in English and Spanish
14a		<b>Notice to Employees: You are Covered by Unemployment Insurance</b> ( <b>POU-003</b> ) in English
14b		<b>Notice to Employees: You are Covered by Unemployment Insurance</b> ( <b>POU-003-S</b> ) in Spanish
15a		<b>ADOSH Safety and Health Protection on the Job</b> English (Rev 10/11)
15b		<b>ADOSH Safety and Health Protection on the Job</b> Spanish (Rev 10/11)
16		<b>Smoke-free Arizona "No Smoking" Sign</b> English
17a		<b>Industrial Commission of Arizona Work Exposure to Bodily Fluids</b> ( <b>ICA Form 04-615-01</b> ) in English
17b		<b>Industrial Commission of Arizona Work Exposure to Bodily Fluids</b> ( <b>ICA Form 04-615-01</b> ) in Spanish
18		<b>Arizona Employer's Compliance with Workers' Compensation Law</b> (Notice to Employees, Contractor to Fill in Policy Number on poster) in English and Spanish
19		Davis Bacon Wage Decisions - <b>Enter DB Wage Decision Number and MOD #</b> _____
20		<b>Approved Davis Bacon Conformance Requests</b> from DOL _____
21		Contractors Arizona Department of Environmental Quality (ADEQ) <b>Notice of Intent (NOI)</b> for storm water discharge
22		<b>Prime Contractor EEO policy statement</b>
23		Name and telephone number of the <b>Contractor's EEO policy Enforcement Officer</b>
24		<b>Subcontractors EEO policy statement</b>
25		Name and telephone number of the <b>Prime Contractor's Safety Supervisor</b>
26		Name and telephone number of each <b>Subcontractor's Safety Supervisor</b>
27		<b>Emergency contract telephone numbers</b>
28		Is the bulletin board a sufficient size to accommodate the information

1. Inspection of Bulletin Boards is to be performed at a minimum of once every 6 months

2. Links to Posters see Reverse side

**Note A: (No. 3):** FHWA 1022 Fraud – Information to add:

Under "State Transportation Agency":

**Maricopa County Department of Transportation**  
 Attn: Chief Construction Engineer  
 2901 W. Durango St.  
 Phoenix, AZ 85009

Under "Federal Highway Administration":

**4000 N Central Ave, #1500**  
 Phoenix, AZ 85012

**Note B: (No. 5):** Employee Rights Under the Davis-Bacon Act (Minimum Wage) Poster

In box

**Maricopa County Department of Transportation**  
 Attn: Chief Construction Engineer or Construction Civil Engineer Specialist  
 2901 W. Durango St.  
 Phoenix, AZ 85009

### Links to Construction Bulletin Board Posters

<https://www.fhwa.dot.gov/programadmin/contracts/poster.cfm>

EEOC-P/E-1 "Equal Employment Opportunity is THE LAW"  
Mandatory Supplement to EEOC P/E-1 "EEO is the Law" Mandatory Poster Supplement  
Pay Transparency Nondiscrimination Provision Pay (Presidential Executive Order No. 11246)  
Form FHWA-1022 "NOTICE Federal-Aid Project" (False Statement Notice)  
Form FHWA-1022 SPA "NOTICE Federal-Aid Project" (False Statement Notice)  
WH1321 "Employee Rights Under the Davis-Bacon Act"  
WH1321 SPA "Employee Rights Under the Davis-Bacon Act"  
OSHA 3165-04R 2015 "Job Safety and Health IT'S THE LAW"  
OSHA 3167-04R 2015 "Job Safety and Health IT'S THE LAW"  
USERRA Poster "Your Rights Under USERRA"  
WH1088 "Employee Rights Under the Fair Labor Standards Act" (FLSA)  
WH1088 SPA "Employee Rights Under the Fair Labor Standards Act" (FLSA)  
WHD1420 "Employee Rights And Responsibilities Under The Family And Medical Leave Act" (FMLA)  
WHD1420 SPA "Employee Rights And Responsibilities Under The Family And Medical Leave Act" (FMLA)  
WH1462 "Employee Polygraph Protection Act" (EPPA)  
WH1462 SPA "Employee Polygraph Protection Act" (EPPA)

[http://www.hr.az.gov/PolicyLegislativeAffairs/PLS Required Posters.asp](http://www.hr.az.gov/PolicyLegislativeAffairs/PLS_Required_Posters.asp)

Constructive Discharge  
Discrimination is Prohibited in Employment  
Notice to Employees: You are Covered by Unemployment Insurance  
Safety and Health Protection on the Job  
Smoke-free Arizona "No Smoking" Sign  
Industrial Commission of Arizona Work Exposure to Bodily Fluids  
Arizona Employer's Compliance with Workers' Compensation Law

MCDOT Title VI <https://www.maricopa.gov/761/Title-VI-Nondiscrimination-Program>

2014 PLAN YEAR

EXAMPLE OF YEAR OF SERV.

VACATION											
	1 YEAR		2 YEAR		10 YEAR		20 YEARS		10 YEARS	15 YEARS	
# OF DAYS	5	5	10	10	15	15	20	20	15	20	20
HOURS PER DAY	8	8	8	8	8	8	8	8	8	8	8
SUM	40	40	80	80	120	120	160	160	120	160	160
40 HRS x 52 WEEKS	2080	2080	2080	2080	2080	2080	2080	2080	2080	2080	2080
FACTOR RATE	0.019230769	0.019230769	0.038461538	0.038461538	0.057692308	0.057692308	0.076923077	0.076923077	0.057692	0.076923	0.076923
BASE HR RATE	\$ 11.39	\$ 33.31	\$ 11.39	\$ 33.31					\$ -	\$ -	\$ -
COST/HOURS	\$ 0.219	\$ 0.641	\$ 0.438	\$ 1.281	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

HOLIDAY											
# OF DAYS	7	7	8	8	8	0	0	0			
HOURS PER DAY	8	8	8	8	8	8	8	8			
SUM	56	56	64	64	64	0	0	0			
40 HRS x 52 WEEKS	2080	2080	2080	2080	2080	2080	2080	2080			
FACTOR RATE	0.0269231	0.0269231	0.0307692	0.0307692	0.0307692	0.0000000	0.0000000	0.0000000			
BASE HR RATE	\$ 11.39	\$ 33.31				\$ -	\$ -	\$ -			
COST/HOURS	\$ 0.307	\$ 0.897	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			

HEALTH & WELFARE											
	MEDICAL				DENTAL						
	EE	EE (Smoker)			EE	LTD	LIFE	AD&D			
COST/MONTH	416.85	416.85			12	10.12	1.67	0.46			
EMPLOYER %	80%	100%			100%	100%	100%	100%			
	\$ 333.48	\$ 416.85	\$ -	\$ -	\$ 12.00	\$ 10.12	\$ 1.67	\$ 0.46			
2080HR/12MONTHS	173.333	173.333	173.333	173.333	173.333	173.333	173.333	173.333	173.333	173.333	
COST/HOURS	\$ 1.92	\$ 2.40	\$ -	\$ -	\$ 0.07	\$ 0.06	\$ 0.01	\$ 0.0026538			

EXAMPLE

OPERATOR \$21.20 HIGHEST / TRAFFIC CONTROL TECH \$11.00 LOWEST  
 RATE PER WAGE DECISION PER PROJECT. USE HIGHEST AND LOWEST CLASSIFICATION. NO FRINGES INCLUDED

## EMPLOYER FRINGE BENEFIT CHART

<p><b>COMPANY NAME/ADDRESS:</b></p> <p>Earthscapes 4640 E. Cotton Gin Loop Phoenix, AZ 85040-4508</p> <p><b>REVIEW DATE: 5/15/14</b></p> <p><a href="#">Summary</a> Used wages: low \$11.39 and high \$33.31 for calculations.</p> <p style="text-align: center;"><b>FRINGE DESCRIPTION</b></p> <p><b>MEDICAL:</b> Employee is eligible to enroll after 60 days of employment. Employer pays 100% of cost of coverage for employee only, and 80% of cost for tobacco users.</p> <p><b>DENTAL:</b> Employee is eligible to enroll after 60 days of employment. One plan available, employer pays 100% of cost of employee only.</p> <p><b>LIFE/AD&amp;D:</b> Employee eligible to participate after 60 days. Employer pays 100% employee only coverage AD&amp;D, LTD, Life insurance (\$15k). Employee may purchase additional life insurance.</p> <p><b>401K / PENSION:</b> Employee is eligible to enroll after 90 days of employment. Company matches 25% of employee contribution up to 15% of income deferred.</p> <p><b>VACATION:</b> Employee is eligible for 40 hours of paid vacation at hire date through year 2. Year 3+, maximum accrual is 80 hours. Vacation carryover cap is 80 hours, which could limit new accrual.</p> <p><b>HOLIDAY:</b> Employer pays full time employees for 7 paid holidays per year. Used wages: low \$11.39 and high \$33.31 for calculations.</p>	<p><b>CONTACT:</b> Mary Emberlin - Payroll Manager &amp; Cindy Lee - CFO <b>TELEPHONE #:</b> 602-296-1496 <a href="mailto:memberlin@haydonbc.com">memberlin@haydonbc.com</a></p> <p style="text-align: center;"><b>ALLOWABLE HOURLY CREDIT</b></p> <p style="text-align: center;"><b>\$1.92 - \$2.40</b></p> <p style="text-align: center;"><b>\$0.07</b></p> <p style="text-align: center;"><b>\$0.08</b></p> <p style="text-align: center;"><b>\$0.43 - \$1.25</b></p> <p style="text-align: center;"><b>\$0.22 - \$0.64</b></p> <p style="text-align: center;"><b>\$0.31 - \$0.90</b></p> <p style="text-align: center;"><b>TOTAL ALLOWABLE HOURLY CREDITABLE RANGE: \$0.61 - \$5.34</b></p>
<p><b>NOTES:</b> Employer provided employee handbook benefit information. Employer provided invoices, cancelled checks and invoice details for Cigna. Provided list of 401k participants and also provided 3 breakout examples of specific employees benefit details for comparison.</p>	

**REQUEST FOR AUTHORIZATION OF  
ADDITIONAL CLASSIFICATION AND RATE**

CHECK APPROPRIATE BOX  
 SERVICE CONTRACT  
 CONSTRUCTION CONTRACT

**OMB Number: 9000-0089**  
**Expiration Date: 9/30/2017**

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average .5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0089, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

**INSTRUCTIONS:** THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16, KEEP A PENDING COPY, AND SUBMIT THE REQUEST, IN QUADRUPPLICATE, TO THE CONTRACTING OFFICER.

<b>1. TO:</b> ADMINISTRATOR, WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, DC 20210	<b>2. FROM:</b> (REPORTING OFFICE)
---	------------------------------------

3. CONTRACTOR	4. DATE OF REQUEST
---------------	--------------------

5. CONTRACT NUMBER	6. DATE BID OPENED (SEALED BIDDING)	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED (IF APPLICABLE) (SERVICE CONTRACT ONLY)
--------------------	-------------------------------------	------------------	-------------------------------	--

10. SUBCONTRACTOR (IF ANY)

11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)

12. LOCATION (CITY, COUNTY AND STATE)

13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION

NUMBER: \_\_\_\_\_ DATED: \_\_\_\_\_

a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (Service contracts only) <i>(Use reverse or attach additional sheets, if necessary)</i>	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)	15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE
--	--

16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE	TITLE	CHECK APPROPRIATE BOX-REFERENCING BLOCK 13. <input type="checkbox"/> AGREE <input type="checkbox"/> DISAGREE
---	-------	---

**TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE - SEE FAR 22.1019 (SERVICE CONTRACT LABOR STANDARDS) OR FAR 22.406-3 (CONSTRUCTION WAGE RATE REQUIREMENTS))**

- THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.
- THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.  
*(Send 3 copies to the Department of Labor)*

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE	TITLE AND COMMERCIAL TELEPHONE NUMBER	DATE SUBMITTED
--	---------------------------------------	----------------

Project No: \_\_\_\_\_

Date \_\_\_\_\_

**MCDOT  
RECORD OF CONTRACTOR'S EMPLOYEE INTERVIEW**

Project No: \_\_\_\_\_

Project Name: \_\_\_\_\_

Prime Contractor: \_\_\_\_\_

**QUESTIONS TO BE ASKED OF EMPLOYEE:**

Name of Employee: \_\_\_\_\_

Name of Employer: \_\_\_\_\_

Does your pay check come from this employer? \_\_\_\_\_

What is your working classification? \_\_\_\_\_

What is your basic hourly wage rate on this project? \_\_\_\_\_

Did you work in more than one classification? \_\_\_\_\_

Are you paid at a different rate hourly rate for each classification? \_\_\_\_\_

Overtime is paid after you work more than 40 hours in a week. Have you been paid time and one-half for all overtime worked? \_\_\_\_\_

You are Paid (Check box)      Weekly       Bi-Weekly       Monthly

What are your fringe benefits, if any? \_\_\_\_\_

Have you seen the wage rates posted on the job? \_\_\_\_\_

Do you have any comment or complaint about payments you have received? \_\_\_\_\_

**INTERVIEWERS COMMENTS:**

Work being performed at time of interview (i.e. tools used, equipment operated, and actual work being done).

Date Interviewed: \_\_\_\_\_

Time of Interview: \_\_\_\_\_

Interview by: \_\_\_\_\_

**OFFICE VERIFICATION:**

Payroll No. \_\_\_\_\_

Period: From \_\_\_\_\_

To \_\_\_\_\_

Hourly wage rate per contract: \_\_\_\_\_

Hourly wage rate indicated on payroll: \_\_\_\_\_

Remarks: \_\_\_\_\_

Date: \_\_\_\_\_ Verified by: \_\_\_\_\_

## CERTIFIED PAYROLL CHECKLIST

### Certified Payrolls

1.  Is the subcontractor approved to start work?
  - If the subcontractor starts before approval, the work should be stopped, until approval is obtained. Then, a letter is required from the Prime Contractor explaining (1) why the subcontractor was working on the project without an approved subcontract and (2) how this will be prevented in the future. The Construction Engineer needs to concur, and may write a cover memo for the letter.
2.  Payrolls are to be submitted through LCP Tracker per the Special Provisions, typically by the 15<sup>th</sup> of the following month.
3.  The week ending dates and payroll numbers must be in chronological and numerical order.
4.  Does the employee's ID number appear to the Social Security Number? If so, ask the contractor to revise to a different format per FHWA 1273.
5.  Check the "Hourly Rate of Pay" field, multiplied by the number of hours shown, to ensure the field "Gross Employee Pay This Project" is correct.
6.  Check the "Rate in Lieu of Fringes" field, multiplied by the number of hours shown, to ensure the field "Wages Paid in Lieu of Fringes" is correct.
7.  If the fringes are being met through an approved plan, ensure the amount they are taking credit for to meet the minimum hourly required amount does not exceed the hourly amount their fringe plan is approved for.
8.  If Other Deductions are listed, ensure an Employee Authorized Deduction Form has been uploaded into LCP Tracker Edocuments for each employee with Other Deductions.
9.  If an employee has been misclassified and/or underpaid for work performed, the following steps may be taken:
  - Request copies of foreman daily logs, employee time sheets, paycheck details
  - Compare information received with MCDOT inspector daily logs and/or contractor employee interviews

When it is determined that the employer must re-classify and/or pay back wages to an employee, the following steps must be taken:

- Back wage checks must be written to the employee. If the contractor is unable to provide payment to the employee (i.e., they have moved and left no forwarding information), the check may be written to "Unclaimed Property". The Construction Engineer will work with ADOT Field Reports to ensure the check is delivered to the State of Arizona Unclaimed Property.
  - Proof of payment to employee must be uploaded into LCP Tracker eDocuments.
  - The certified payroll must be corrected and re-submitted.
  - The Construction Engineer will verify correctness before accepting the revised payroll.
10.  Before approving the payroll, process all interviews associated with said payroll. Each contractor/subcontractor should have at least one employee interview performed during the duration of the contract.
  11.  The last payroll should be marked "FINAL" when the contractor/subcontractor has completed work.
  12.  Keep a log of all start and completion dates for contractor/subcontractors.
  13.  Close all Admin notices when processing the accepted payroll.
  14.  Print the accepted payroll and note the date it was accepted for the project files.

### Classifications

1.  The use of General Laborer classification is very limited and should be carefully observed. A good guideline for the use of General Laborer is for work consisting of using a shovel, pushing a broom, picking up trash. You may ask the question, "does the work require any special skill or knowledge?" If yes, then the use of General Laborer would not be appropriate.
2.  If the wage decision does not contain a work description for the work being performed, a Conformance Request Form (CFR) is required for each description of work not shown. Descriptions of details of work should accompany the classification being requested. This will have to be done on a per project basis. See the instructions for Conformance Requests for further details.

## WAGE DEDUCTION AUTHORIZATION FOR FEDERALLY ASSISTED PROJECTS

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

General Contractor Name: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Title 29, Part 3, of the Code of Federal Regulations provides for "anti-kickback" regulations as governed by the Copeland Act. The contractor shall comply with the requirements incorporated by reference in the project contract.

Payments for the benefit of employees, their families and dependents are permitted on federally assisted projects as long as the deduction is:

- Not otherwise prohibited by law,
- Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done,
- Such consent is not a condition either for the obtaining of or for the continuation of employment

### EMPLOYEE'S CONSENT TO WAGE DEDUCTIONS

I, \_\_\_\_\_, authorize the deduction(s) listed below from my wages:  
Employee Name (Print)

Purpose of Deduction	Amount (\$\$ or %)	Frequency (Hrly/Wkly One Time)	Time Frame (Date From-To <b>OR</b> Ongoing)
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____

\_\_\_\_\_  
Employee Signature                      Employee ID #                      Date

The **original** form must accompany the first payroll report on which a deduction appears.

Date

Contractor

Address

**Re: TT0XX Month Payrolls/Retention Letter  
Project Name**

Dear Mr. XXX:

The certified payrolls shown below are delinquent or unacceptable for January 2019 payrolls. Per Section 109.06(C) of the Special Provisions, Page 140, MCDOT will retain \$2,500.00 from the upcoming monthly progress payment for each payroll not submitted within 10 days of this notification. Based on the list below, \$15,000.00 will be retained on the upcoming monthly progress payment.

- Contractor – Missing payrolls 3 and 4 = \$5,000
- Subcontractor 1 – Payroll #1 rejected = \$2,500
- Subcontractor 2 – Has submitted 3 payrolls with no heavy WD classifications- work for River Excavation and Earthwork Retention Basin should be heavy classifications. Please explain - \$7,500.00

Once retention has been made, for each payroll that is completed and corrected within 90 days from this notification, MCDOT will release the funds. For each payroll that is not acceptable after this 90-day time frame, MCDOT will only release \$2,000 for each payroll of the \$2,500 retained.

If you have any questions please contact XXX at XXX-XXX-XXXX.

Sincerely,

XXX XXXX, Senior Resident Engineer  
Company



DO NOT FAX / DO NOT ALTER

**SUBCONTRACTOR REQUEST FORM (SRF)**

It is MCDOT's responsibility to ensure that prime contractors employ subcontractors in accordance with various Federal and State regulations. With this in mind, MCDOT has implemented a subcontractor approval process which will ensure compliance.

Submit Completed Form To: \_\_\_\_\_

<b>SUBCONTRACTOR</b> _____	<b>FEDERAL NO./ADOT NO.</b> _____
<b>ADDRESS</b> _____	<b>MCDOT PROJECT NO.</b> _____
<b>CITY, STATE, ZIP</b> _____	<b>PRIME CONTRACTOR</b> _____
<b>TELEPHONE NO.</b> _____	<b>TELEPHONE NO.</b> _____
<b>EMAIL ADDRESS (REQUIRED)</b> _____	<b>PRIME CONTRACT AMOUNT</b> \$ _____
<b>CONTACT NAME (PRINTED)</b> _____	<b>ESTIMATED SUBCONTRACT AMOUNT</b> \$ _____
<b>LABOR COMPLIANCE NAME</b> _____	<b>SUBCONTRACTOR AZ UTRACS NO.</b> _____
<b>LABOR COMPLIANCE EMAIL</b> _____	<b>PRIME AZ UTRACS NO.</b> _____
<b>SUBCONTRACTOR R.O.C. NO.</b> _____	
<b>SUBCONTRACTOR FED EIN NO.</b> _____	
<b>LOWER TIER TO:</b> _____	

I CERTIFY THAT I AM A BONA FIDE TRUCK OWNER/OPER

DBE:  YES (documentation may be required)      Signature \_\_\_\_\_ Date \_\_\_\_\_

<b>SUBCONTRACTED BID ITEMS No.'s</b> (Check box and provide dollar amount for Joint / Partial Items)	<b>SUBCONTRACTED NON-PAY ITEMS</b> (Provide Description of Work)
<input type="checkbox"/> _____ \$ _____	_____
<input type="checkbox"/> _____ \$ _____	_____
<input type="checkbox"/> _____ \$ _____	_____
<input type="checkbox"/> _____ \$ _____	_____
<input type="checkbox"/> _____ \$ _____	_____
<input type="checkbox"/> _____ \$ _____	_____
<input type="checkbox"/> _____ \$ _____	_____
<input type="checkbox"/> _____ \$ _____	_____
<input type="checkbox"/> _____ \$ _____	_____
<input type="checkbox"/> _____ \$ _____	_____
<input type="checkbox"/> _____ \$ _____	_____

\*Attach additional SRF Form(s) if more bid items are needed

**CERTIFICATION:**

The Prime Contractor and Subcontractor certifies the following :

**A)** The Subcontractor has received applicable Documents No. 2 through 14 identified below per Special Provisions.

**B)** The Prime Contractor and Subcontractor hereby transmit applicable Documents No. 1 through 14 to MCDOT for Subcontractor approval. MCDOT approval is required prior to the start of Subcontractor's work.

**C)** DBE Subcontract documents shall be submitted at the Pre-Construction Conference per Special Provisions.

1. Subcontract Agreement containing the above Bid Items of Work
2. Executive Order 2009-09 Superseding 99-4 Amending 75-5 (Non FA projects only)
3. Standard Federal EEO, Executive Order 11246 Revised 04-15-81 (Federal Aid and Non FA projects)
4. Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246), April 15, 1981 (Fed Aid and NFA)
5. FHWA 1273-(Rev.5-12) (Federal Aid Projects only)
6. EEO Compliance Reports, March 1, 2015 (Federal Aid Projects only)
7. Certification of Nonsegregated Facilities, September 29, 1975 (Federal Aid Projects Only)
8. EPRISE Specifications (09/19/16) with or without DBE Goal per Special Provisions or DBE Requirements Summary (7/1/16)
9. MCDOT Title VI Assurances, Appendix A & Appendix E
10. Exhibit 3A - Prompt Pay and Payment Reporting Provisions
11. Exhibit 19 - Payroll Prompt Payment and Reporting
12. Exhibit 31 - Section 106 of ADOT 2008 Standard Specifications - CONTROL OF MATERIALS with Cargo Preference Act
13. Exhibit 32 - Section 109 of Maricopa Association of Governments - Measurements and Payments
14. Wage Determination Decision # \_\_\_\_\_ Mod # \_\_\_\_\_ (Federal Aid Projects only)(As per special provisions for above referenced project)

_____ Authorized Prime Contractor Signature	_____ Authorized Subcontractor Signature	_____ Authorized Lower Tier Signature
_____ Title                      Date	_____ Title                      Date	_____ Title                      Date

**FOR MCDOT USE ONLY**

According to the appropriate Contract Provisions, the Chief Construction Engineer has approved this date the subletting of the work items described above.

Percent Subcontracted to date: \_\_\_\_\_ %

Total Subcontracted to date: \$ \_\_\_\_\_

Subcontract in Project File:  Yes  No

Committed DBE       Non-Committed DBE

Committed DBE Subcontract/Affidavit Amount Match

\_\_\_\_\_  
Chief Construction Engineer      \_\_\_\_\_  
Date

Branch Copy File No. \_\_\_\_\_



**CONSTRUCTION**  
 MARICOPA COUNTY  
 DEPARTMENT OF TRANSPORTATION  
 PERMITTING CONSTRUCTION & INSPECTIONS DIVISION

**SUBCONTRACTOR APPROVAL CHECKLIST**

PROJECT NO:		ADOT NO:		DATE:	
PROJECT NAME:					
PRIME:		SUB:			

	<b>Task Description:</b> _____
(x)	
1	ROC License – Verify on ROC Web Site - ( <a href="http://www.azroc.gov">www.azroc.gov</a> ) Current: Yes/No, Exp. Date: _____ ROC License – print out – put with this packet ROC License Company Name matches name on SRF / Subcontract
2	SAM Website – Confirm registered. Required for projects awarded after 10-2014. ( <a href="http://www.sam.gov">www.sam.gov</a> , tab for search, search records – enter company name - **sometimes, absolutely nothing shows, that's ok, if record shows, print out)
3	DBE AND AZ UTRACS No - Web Site ( <a href="https://utracs.azdot.gov">https://utracs.azdot.gov</a> )
4	VERIFY: a) "Search DBE Directory" b) Type in Firm Name c) if SRF states Sub is DBE - click/mark the "DBE" box, c) "Search" d) name appears at bottom, click on "Profile", e) Print the page(s)
5	AZ UTRACS NO. CONFIRMATION (verify no. on print out to SRF) 5-digit no: _____
6	Is this a QA Subcontractor (look at bid items): If yes: Verify ADOT approved List ( <a href="http://www.azdot.gov/docs/default-source/materials-group/directory-of-approved-materials-testing-laboratories.pdf?sfvrsn=4">http://www.azdot.gov/docs/default-source/materials-group/directory-of-approved-materials-testing-laboratories.pdf?sfvrsn=4</a> )
7	Review - Verify SRF Documentation for Accuracy <i>EXCLUSIONS are an important component to review.</i>
	Project Name
	Project Number (MCDOT, Fed, ADOT #s)
	Prime Contractor Info: name/address/telephone
	Subcontractor Info: name/address/tele/contact name: _____ email _____ Check w/DBE Profile _____
	Subcontract Dollar Amount \$ _____ Date Subcontract Executed: _____
	Bid Items List – Match Bid Schedule (Bid Item No & Bid Description matches bid word for word)
8	DBE Box Marked: NO _____ (#9 items below not required) YES _____ (complete #9 below)
9	DBE: Bid Items on Form must have dollar amounts included DBE: Hard Copy & Electronic Subcontract received DBE: DBE Assurances in Subcontract
10	EEO Clause included (attached if subcontract at \$10,000 +)
11	Owner/Operator Truck Driver: NO _____ (#10 items below not required) YES _____ (complete #10 below)
12	Project Wage Determination is correct? YES _____ NO _____
13	Owner/Operator Truck Driver Driver's License copy attached Owner/Operator Truck Driver Truck Registration attached
14	Owner/Operator Truck Driver MCDOT Form with equip info attached
15	Signatures: Prime Contractor / Subcontractor / Lower Tier (If applicable)
	<b>Rejected:</b>
	Add to SRF Log – document Rejected/Pending (Provides current status)
	Email Prime Contractor and Project Team status
NOTE:	If rejected, resubmitted, when approved, use the same form, mark up, make notes on it – this is a worksheet
	<b>Approved:</b> SEND SRF NOTICE TO MCDOT – Include this statement in the email: “ CEI request final approval and signature for the attached approved SRF from (name of sub firm).“
	Add to SRF Log
	Email Prime Contractor & Project Team - <b>Attach</b> pdf copy of SRF Log.
16. For File Record & Documentation:	Print out SRF Log for File, action: SRF Log placed in file – Remove and Replace
a.	Print out email of Reject/Approve status – save in file: Subcontractors Approved Notification
b.	Hard Copy/Electronic signed & executed Subcontract: confirm the following are included within the subcontract
	Verify: ___ SRF-Contract Match (Dollars, Name, Bid Items) ___ Signatures ___ Dated correctly
	<b>These Fed Docs must be included:</b>
c.	___ FHWA1273 ___ Cargo Pref Act ___ DB Wage Dec ___ Prompt Pay Provision ___ Title VI Assur ___ Title VI App A ___ Title VI App E ___ Records Retention Requirements ___ Immigration-Natl Act ___ EEO Compliance Report 10-20-15 ___ Ex Ord11246 7-1-78 ___ EEO Clause ___ EEO Not of Affirm Action 4-15-81
d.	Scan / File: SRF / Checklist / Subcontract (including EEO, DBE, Truck Owner/Op Docs as applicable)

REVIEWED DATE: \_\_\_\_\_ APPROVED DATE: \_\_\_\_\_  
 REVIEWED BY: (print name and sign) \_\_\_\_\_ SIGNATURE OF REVIEWER: \_\_\_\_\_



## PRE-CONSTRUCTION CONFERENCE AGENDA

McDowell Rd. Bike Lane Project (Federal Aid)

MCDOT Work Order No. TT432

CM-MMA-0(247)D/SZ09001C

September 9, 2015 (3pm) @ MCDOT

---

### Meeting Moderator:

*John Smith, PE – Senior Resident Engineer*

I. **ATTENDEES:** Sign-in sheet

II. **PROJECT INTRODUCTION:**

MCDOT Project No: TT432

McDowell Road, 76<sup>th</sup> St. to Utery Pass Road Project - This project is located in Section 32 & 33, of Township 2N, Range 7E; and Section 3,4,& 5 of Township 1N, Range 7E, East Maricopa County, Arizona as shown on plans.

III. **PROJECT DESCRIPTION:**

- a. To improve the bike lane on McDowell Road from 76<sup>th</sup> Street to Utery Pass Road. This segment of road will complete the regional bike lanes in the area and will improve safety for bicyclists using this stretch of road.
- b. The work consists of paving the shoulders along McDowell Road as specified in the plans. Work includes subgrade preparation, culvert extensions, headwall construction, placing of asphalt pavement, signing and striping as well as other incidental work.

IV. **INTRODUCTIONS:**

- a. MCDOT
- b. CM
- c. J. Banicki
- d. Salt River Project, SRP noted there are no conflicts and declined attending meeting.
- e. Centurylink
- f. Cox
- g. City of Mesa
- h. ADOT
- i. FHWA

V. **MCDOT REPRESENTATIVES:**

- a. MCDOT Construction Engineer
- b. MCDOT Design Project Manager
- c. Resident Engineer
- d. Project Supervisor

VI. **CONTRACTOR REPRESENTATIVES:**

- a. Project Manager
- b. Superintendent
- c. Onsite Foreman
- d. Safety Professional
- e. Traffic Control Supervisor

VII. **UTILITIES:**

- a. Provide advanced notice as required.
- b. Contractor responsible to request Blue Stake and verify and locate existing utilities.

c. Utilities within the project area:

Name	Representing	Office	Mobile	E-mail
Kelly Roy	MCDOT			
Andre Hatcher	Century Link			
Travis Curry	Cox Communications			
Tim Rinn	Salt River Project			
Steve Huppenthal	City of Mesa			

- d. Coordination with City of Mesa is required for their removal of abandoned waterline at new headwall at Sta 119+70,37' Rt.
- e. Coordination is required with City of Mesa Public Safety Fiber Expansion project that is currently underway between 76<sup>th</sup> St and Hawes Rd.

**VIII. RIGHT OF WAY (ROW):**

- a. No new right of way is required
- b. Do not anticipate needing temporary construction easements (TCEs)
- c. Contact MCDOT ROW prior to any construction activity or trespassing on private property
- d. The contractor should keep the construction operations within the existing ROW.
- e. MCDOT requires a copy of the owners permission if the contractor uses private property for yard or staging.

**IX. SURVEY REQUESTS:**

- a. Survey will be performed by MCDOT
- b. Submit requests (electronic) to CM who will coordinate with MCDOT Survey (*Brian Dalager*)
- c. Submit requests **2 working days** in advance notice

**X. MATERIALS TESTING:**

- a. All materials field and lab testing will be performed by MCDOT
- b. Material testing will be coordinated through CM with MCDOT Materials Lab (*Aaron Spears*)
- c. Submit requests **2 working days** in advance notification for all testing needed

**XI. CONTRACTOR SUBMITTALS:** The following are (but not limited to) the required contractor submittals:

- a. List of subcontractors followed by actual Subcontract Agreements, MAG 108.2
- b. List of material sources
- c. Authorization Signature Form
- d. Material Safety Data Sheets
- e. Safety Plan & Safety Supervisor (Requires review by County Risk Management)
- f. Name and phone number of certified safety professionals (Flaggers will need to be certified)
- g. Emergency telephone numbers -24 hour
- h. Manufacturer's certifications for all materials ("Buy America" requirements per 23 CFR 635.410). Provide certifications prior to installation of material (mandatory federal requirement).
- i. List of equipment
- j. Mix designs
- k. Traffic Control Supervisor
- l. Preliminary work schedule, MCDOT 108.4
- m. Project video
- n. Preliminary traffic control plans
- o. Permits – MS4, NOI, Maricopa Dust Permit & City of Mesa Permit (Traffic Control)
- p. Construction Phasing/Traffic Control Work Plan per Addendum No. 2

**XII. CONSTRUCTION PROGRESS AND SCHEDULE:**

- a. Notice to Proceed (NTP): anticipated to be on \_\_\_\_\_.
- b. Contract Time is 90 calendar days.
  - i. *Liquidated Damages (per MAG Section 108.9) will be charged \$570.00 per Calendar Day.*
  - ii. *Time begins the day following the NTP date.*
- c. Working Hours: \_\_\_\_\_
- d. Weekly Meetings will be held on: \_\_\_\_\_

- e. Construction Schedule: MCDOT 108.4
- f. Progress Monthly Report: Due by the 10th of each month

**XIII. PROGRESS PAYMENTS:**

- a. County accounting system requires processing of Monthly Progress Estimated by the third business day of the month.
  - i. Estimate Quantity cut-off date is 20<sup>th</sup> of each month
  - ii. CM prepares Monthly Progress Estimate and submits for processing by the 27<sup>th</sup>
  - iii. Quantities measured and agreed in field by CM and J. Banicki Superintendent

**XIV. OVERTIME:**

- a. Contractor must advise of planned overtime work in advance. Pre-approved county authorization of inspection staff overtime is required.
- b. Holidays

**XV. PUBLIC RELATIONS**

- a. Work with MCDOT's Public Relations Program (*Ron Coleman*) and CM
- b. Complaint handling – CM will follow up and resolve complaints promptly and keep record of actions taken
- c. Advance Project Notification VMS boards 2 weeks prior to construction
- d. Notification letters (Community Relations Support 107.01501)

**XVI. PROJECT INFORMATIONAL SIGNS**

- a. Permanent, ground mounted information signs will not be required (MCDOT new process).
- b. VMS boards may be used
- c. Social media may be used

**XVII. CONSTRUCTION TRAFFIC CONTROL:**

- a. Traffic control plans shall be reviewed by MCDOT Traffic Control Department (*Burt Neptune*) - CM will coordinate submittals to Burt Neptune and approve Traffic Control Plans.
- b. Compliance City of Mesa permits are required at key locations; CM will coordinate with Banicki.
- c. Advance Project Notification VMB's will be placed 14 days before start of construction.
- d. Maintain driveway access – 2 to 3 hours temporary short term closures are allowed
- e. Contractor to notify local emergency services (hospital, fire, police) 14 days in advance of possible delays and impacts to traffic
- f. Public notification is required 48 hours in advance of lane closures
- g. Notification of public and businesses of temporary access changes is required at least 7 days in advance of change.
- h. Contractor designated construction traffic control specialist: \_\_\_\_\_

**XVIII. CITY OF MESA:**

- a. CM will coordinate all impacted City issues with the City of Mesa
- b. Contractor to address community and business concerns of the City
- c. Traffic Control and restrictions within the City ROW to be coordinated with the City Traffic Rep. Mesa jurisdiction is west of 76<sup>th</sup> St and at Usery Pass Rd

**XIX. ENVIRONMENTAL MITIGATION MEASURES:**

- a. ADEQ: (submit) Notice of Intent (NOI) and Termination (NOT)
  - i. Copy of NOI, SWPPP and NOT to be sent to Maricopa County Environmental Services Department, Storm Quality Program for review and approval.
  - ii. Copy of SWPPP, NOI and NOT to MCDOT and the City of Mesa Environmental and Sustainability Division.
- b. Prevention of invasive species entering/leaving
  - i. All earth-moving and hauling equipment shall be washed prior to entering construction site
  - ii. Inspect all construction equipment and remove all attached plant/vegetation and soil/mud prior to leaving construction site
- c. If any suspected hazardous materials are encountered; MCDOT is to be notified immediately and cease work
- d. Contractor to keep a copy of the asbestos report on site at all times
- e. Construction to comply with Maricopa County Air Quality - Rule 310: Fugitive Dust Sources

- f. Construction impacts such as noise, dust and fumes will be monitored and controlled
- g. If archeological/historical/paleontological features are encountered they are to be preserved and MCDOT will be notified.
- h. If protected bird nesting is encountered, cease work near the nest and notify MCDOT.
- i. Payment for all mitigations will be under and at the contract environmental mitigation compliance allowance item price

**XX. FEDERAL AID REQUIREMENTS:**

- a. Payrolls, LCP Tracker and interviews – note wage decision in Addendum 3.
- b. LCP Tracker will be used for input by contractor and subcontractors through MCDOT.
- c. Interviews will be performed on all workers of J. Banicki and subcontractors. If the person interviewed does not know their wage rate, a copy of their paycheck and detail will be required by their employer, please ensure all employees know where the wages are listed on the bulletin board.
- d. Subcontracts must include all federal language, including Title VI, and must be approved before subcontractor starts work.
- e. DBE Goal is 9.77%. J. Banicki committed 22.929%
- f. Contractor is required to report payments to All Subcontractors in the ADOT LPA (Local Public Agency) DBE tracking system. MCDOT reports payments to Prime Contractor.
- g. Contractor is required to submit "Certification of Payments to DBE Firms Affidavit" at end of project. Required as a condition of final payment to Contractor. The amounts on the Affidavits must match the amounts in the DBE tracking system.
- h. During DBE subcontractor work, CM will perform DBE Commercially Useful Function (CUF) inspections per federal requirements.
- i. Bulletin Board – It should be up to date in a location where all workers can view it daily. See ADOT and Specials for items to be posted including EEO, employee rights, federal wage decision and documents; Title VI poster and other items.
- j. Title VI posters must be placed along the project, clarification will be provided later.
- k. FHWA Buy America requirement review.
- l. MCDOT audit staff will perform three Independent Project Reviews during construction per federal requirements.
- m. The contract does not have an On-the-Job Training (OJT) requirement.
- n. A review of the MCDOT Title VI requirements with the Contractor and Subcontractor will be conducted separately by the MCDOT Title VI Coordinator

**XXI. OPEN DISCUSSION:**

Meeting Adjourned at \_\_\_\_\_



*PROJECT:*

*CONSTRUCTION PHASE  
WEEKLY MEETING AGENDA  
No: 1*

*PROJECT No: TTXXX*

**Meeting Location:**

**Project Number:** TTXXX

**Meeting Date:**

**Meeting Subject:** Progress

**Contract Time** xxx-calendar days      **NTP Date:**  
 Days used as of xx/xx/xx: xx-days (xx%)  
 Days remaining: xx days (xx%)  
 Accepted Rain Days: 0 days

Milestone	Target Start	Actual Start	Target Complete	Actual Complete
Begin Work				

<u>Item</u>	<u>Description</u>	<u>Status</u>	<u>Due by</u>	<u>Action By</u>
A.	SIGN IN / INTRODUCTIONS			
B.	CONSTRUCTION PROGRESS			
C.	SCHEDULE – THREE WEEK LOOK AHEAD			
D.	SAFETY & TRAFFIC CONTROL			
E.	REQUESTS FOR INFORMATION			
F.	SUBMITTALS			
G.	CHANGE ORDERS			
H.	SURVEY			
I.	COORDINATION (Contractors, Utilities, Other Agencies)			
J.	QUALITY CONTROL / QUALITY ASSURANCE			
K.	OUTSTANDING ACTION ITEMS			
L.	COMMUNITY RELATIONS			
M.	GENERAL COMMENTS			

MCDOT Representative: \_\_\_\_\_

Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Maricopa County Department of Transportation

### Federal Aid Project

### Independent Review Report

Federal Aid Project No.: STP-MMA-0(240)D

ADOT TRACS No.: SZ04701C

MCDOT Project No.: TT369

Project Name/Description: Northern Parkway – Reems Rd Overpass & Litchfield Rd Overpass

Date of Review:       \_\_Initial Review \_\_X\_Progress Review \_\_\_Final Review

Reviewed by: *Marty Robbins*

How was this independent review accomplished? *In Person Interview*

#### Material & Workmanship Compliance

1. Verify that a written sampling and testing plan outlining the types of materials and frequencies of sampling and testing for acceptance, assurance and correlation has been approved and on file.  
*Sampling and testing plan is continuing to be in the project file.*
2. Verify that the authorized representatives performing the independent assurance are not directly responsible for sampling and testing.  
*Consultant is responsible for sampling and testing and MCDOT is performing the correlation test.*
3. Verify that Independent assurance samples are tested for all characteristics required by Standard Specifications and project special provisions as outlined in the testing plan.  
*Tests are continuing to be conducted as required by the plan and stored in the project file.*

4. Verify that the test results are reported to the Resident Engineer within 3 working days from receipt of sampling in laboratory.

*Test results are continuing to be reported to the Resident Engineer within three working days. The tests are compiled on Wednesday and submitted to the Resident Engineer on Friday.*

5. Verify that the Correlation Testing Guidelines are being followed.

*The Correlation Testing Guidelines are continuing to be followed as required.*

6. Verify that a copy of the Laboratory Certification for each test procedure is used for the Independent assurance testing is maintained in the Construction Files.

*Laboratory certifications are continuing to be in the project files. Laboratory certification was updated and certifications renewed in the week July 14-18.*

7. Verify that test reports have been completely filled out and identify sampling location and source (Independent Assurance Sampling and Testing Report Form).

*Test reports are continuing to be filled out and are on file. Tests reports and results are also being stored in an electronic data base.*

#### Administrative Compliance

8. Verify documentation to determine whether FHWA and ADOT were notified of the preconstruction meeting.

*Documentation on FHWA or ADOT notification of the preconstruction meeting is in the file. Email dated February, 26, 2014 for pre-construction meeting dated March 11, 2014.*

9. Verify that the bid/contract document has been properly executed.

*Bid/contract document has been properly executed to date.*

10. Verify that each worker is paid according to his or her classification and wage rate. (Document findings on the Labor Standards Interview Form 1445 and attach to this report). Contractor employees from various work classifications are randomly selected for on site interviews.  
*On site interviews (Form 1445) are being conducted and completed forms are on file. EEO posters, OSHA posters, and Wage Rates were observed on a bulletin board encased in plexiglass outside the Contractors trailer. All pages of the wage rates and posters were visible and readily accessible.*  
*Consultant maintains a spreadsheet to audit payments and interviews and maintains proof payments on file.*
11. Verify that Davis Bacon Wages have been paid (if applicable). Prevailing wage rates are included in the Bid/Contract Documents.  
*Wages have been verified against the wage table.*
12. Verify that the contractor has submitted a “Statement of Compliance” or equivalent payroll certification.  
*Payroll “Statement of Compliance” is continuing to be submitted weekly and is in the project file.*
13. Verify that the Disadvantaged Business Enterprise goals were met. These goals are listed in the Bid/Contract Documents. The Contractor should provide a DBE Actual Participation Affidavit or Certification for Compliance.  
*DBE sub-contractors have been approved. Their work is ongoing. DBE Certification of Compliance was provided. The DBE goals are in the process of being met.*  
*The DBE goal for the project is 14.22% and they are currently meeting the goal with 23.34%. The DBE goal is for Paradise Rebar. At the Final Audit, Paradise Rebar should have the DBE Goal of 14.22%.*
14. Verify the number of MCDOT Staff and/or Consultant Staff that are involved in administering the project are adequate for the scope of the project.  
*The number of MCDOT and Consultant Staff involved in administering the project are continuing to be adequate.*
15. Verify that the contractor has provided on the job training aimed at developing full journeyman in the type of trade or job classification involved. Check the bid documents for a required number of employees and hours and an approved OJT

Training Plan if required as a special training provision. The Contractor should provide an OJT Actual Participation Affidavit or Certification for Compliance.

*According to the contract two trainees are required for on-the-job training. The goal is 500 hours per trainee with a total of 1000 training hours. The OJT plan has been approved by ADOT and is on file.*

*There are two trainees currently with 140 and 152 current training hours, respectively. In the Final Audit, the total hours for the two trainees should be 1000 training hours.*

16. Verify documentation to determine whether FHWA and ADOT were notified of the final inspections.

*To be completed at end of project.*

17. Verify that the construction inspector has properly documented all findings related to the final acceptance.

*To be completed at end of project.*

18. Verify that the documentation submitted for payment to contractor is adequate by reviewing the Final Quantity Adjustment Change Order.

*To be completed at end of project.*

EXAMPLE LETTER

Date: \_\_ \_\_, 2017

CERTIFIED MAIL

Name

\_\_\_\_\_ Construction, Inc.  
4720 East Cotton Gin Loop, Suite #240  
Phoenix, Arizona 85040

Dear Mr. \_\_\_\_:

Subject: **Prompt Payment for Payment #**  
-Carefree Highway Area Low Volume Road  
Contract No. 2017-004, Project No. TT0457  
Tracs. No. SZ12601C; Federal Aid No. CM-MMA-0(253)D

For this FHWA Funded Project the Prompt Pay requirements in Exhibit 3A apply, Two types of Sanctions are listed in Exhibit 3A,—Sanctions for Inadequate Reporting, and a second one for Non-compliance for Prompt Payment.

1. Inadequate reporting,— MCDOT will retain \$1,000 as liquidated damages per contract, per payment, until 90 consecutive days of non-reporting, liquidated damages will increase to \$2,000 for each subsequent month for each Reportable Contract. **(Once these Liquidated Damages (LD) are taken they are permanent)**
2. Non-Compliance: Withhold two times the disputed dollar amount not paid to each subcontractor. If full payment is made within 30 days of payment to prime the funds will be released.
3. Non-Compliance- if full payment is made after 30 days, MCDOT will release 75% of the funds withheld. With the 25% monies withheld as liquidated damages.
4. Non-Compliance: If prompt payment is not made for three consecutive months or, any four months over the course of one project,— MCDOT may withhold monthly progress payments until issue is resolved and full payment has been made to all subcontractors, subject to the liquidated damages depicted in paragraph (3) above. Or Terminate the contract for default and/ or disqualify the contractor from future bidding.

For Payment # \_\_ the following items of concern are listed below with the type 1-4.

Type 1- List of Subcontractor reporting missing, at the end of the reporting grace period- total dollars held.

Type 2- List of Subcontractors with amount owed and value of amount held for each and total of this type issue.

Type 3- Remaining Subcontractors not fully paid.

Type 4- Listed only if the possible work will be that late.

The County, has determined the sum of \_\_\_\_ to be deducted from monies due to or to become due to the contractor, as liquidated damages.

Sincerely,

David Hopper, P.E.  
Chief Construction Engineer  
Permitting, Construction, & Inspection Division

DH: al

cc: Cindy Slaughter, Contracts  
Darrell Funk, Finance  
Kimberly Richards, Coordinator for DBE  
Merry Schierhorst, Construction  
Construction file

---

## FUTURE CHANGE ORDER PRE-NOTIFICATION

June 19, 2018

Dave Hopper, P.E.  
Chief Construction Engineer  
Maricopa County Department of Transportation  
Permits, Construction, and Inspection Division

Request for Authorization to Proceed with Change Order Work  
Temporary Striping  
MCDOT Project No. TT0xxx – Project Name

Request: To Establish Change Order 4 – Temporary Striping

Change Order Reason: During the 30-day ARAC curing period, Subsection 401.2.4 of the Special Provisions requires the contractor to install temporary reflective overlay marking tabs where a raised median exists, along with temporary signing notifying drivers that no pavement markings exist. In order to increase safety for all roadway users, MCDOT has determined that it is in the best interest of the project to install temporary painted pavement markings during the 30-day ARAC curing period.

Temporary painted pavement markings will be placed at the location of the final thermoplastic striping, as determined by the survey of existing pavement markings conducted prior to construction.

This change order will compensate the contractor to place temporary traffic paint striping throughout the project.

Estimated Quantity:

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Unit</u></b>	<b><u>Qty</u></b>	<b><u>\$/Unit</u></b>	<b><u>Amount</u></b>
461.01100-04	4" WHITE TRAFFIC PAINT STRIPE	LF	60,420	\$0.12	\$7,250.40
461.01200-04	4" YELLOW TRAFFIC PAINT STRIPE	LF	35,050	\$0.12	\$4,206.00
				TOTAL	\$11,456.40

Temporary Striping  
TT0XXX – Project Name  
Page 2 of 2

Estimated Cost: \$11,456.40 – Cost is based on attached cost analysis.

Schedule Impact: None.

Specifications: None.

Comments: None.

Federal Participation:  FA  NFA

If you have any questions or would like to further discuss this matter, please feel free to contact me by phone at (xxx) xxx-xxxx or by email at [x@mail.com](mailto:x@mail.com).

Resident Engineer



**Sun Valley Parkway Restoration Phase II**  
INDEPENDENT COST ANALYSIS  
CONSTRUCTION CHANGE ORDER NO. 4  
Temporary Striping

---

During the 30-day ARAC curing period, Subsection 401.2.4 of the Special Provisions requires the contractor to install temporary reflective overlay marking tabs where a raised median exists, along with temporary signing notifying drivers that no pavement markings exist. In order to increase safety for all roadway users, MCDOT has determined that it is in the best interest of the project to install temporary painted pavement markings during the 30-day ARAC curing period.

Temporary painted pavement markings will be placed at the location of the final thermoplastic striping, as determined by the survey of existing pavement markings conducted prior to construction.

This change order will compensate the contractor to place temporary traffic paint striping throughout the project.

**COST ANALYSIS**

Estimated unit costs for the items listed below are based upon historical unit price data for previous projects obtained from MCDOT (see attached). Striping quantities are estimated from the quantities of permanent thermoplastic striping included in the bid schedule.

*Note: The contractor submitted documentation indicating that the cost of temporary reflective overlay marking tabs was not included in their bid. Therefore, no offsetting credit for the marking tabs is included in this analysis.*

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
461.01100-04	4" White Traffic Paint Stripe	LF	60420	\$ 0.12	\$ 7,250.40
461.01200-04	4" Yellow Traffic Paint Stripe	LF	35050	\$ 0.12	\$ 4,206.00
TOTAL:					\$ 11,456.40

John Smith, P.E., Resident Engineer

# Cost Estimation Viewer

Sort Items By:  Bid Item Item:  From  

Description To  

Item Number: 461.01100  
 Item Description: 4" White Traffic Paint Stripe  
 Units: LF

Work Order	Project Name	Bid Date ▼	QTY	Unit Cost
TT0348	Bush Highway Asphalt-Rubber Overlay	09/19/2017	53744	\$0.10
TT0406	Riggs Road, Power Rd to Hawes Rd	09/12/2017	45155	\$0.12
TT0251	Riggs Road, Ellsworth Rd to Crismon Rd	07/11/2017	16115	\$0.13
TT0564	South Arterials Mills and Overlay	06/22/2017	151407	\$0.11
TT0558	New River & NW Arterials Overlay	06/13/2017	206760	\$0.09
TT0543	El Mirage Storm Drain & Northern Avenue	11/18/2016	1578.6	\$0.83
TT0348A	Bush Highway Asphalt-Rubber Overlay, Package 3	10/18/2016	66493	\$0.09
TT0547	Arterials Pavement Preservation	07/12/2016	93000	\$0.11
TT475	FY16 SE Area E Art AR Overlay	03/21/2016	69377	\$0.08
TT463	Union Hills & 99th Ave	02/24/2016	8579	\$0.11

# Cost Estimation Viewer

Sort Items By:  Bid Item Item:  From  

Description To  

Item Number: 461.01200  
 Item Description: 4" Yellow Traffic Paint Stripe  
 Units: LF

Work Order	Project Name	Bid Date ▼	QTY	Unit Cost
TT0348	Bush Highway Asphalt-Rubber Overlay	09/19/2017	42993	\$0.11
TT0406	Riggs Road, Power Rd to Hawes Rd	09/12/2017	31894	\$0.10
TT0251	Riggs Road, Ellsworth Rd to Crismon Rd	07/11/2017	13118	\$0.13
TT0564	South Arterials Mills and Overlay	06/22/2017	60074	\$0.11
TT0558	New River & NW Arterials Overlay	06/13/2017	108676	\$0.09
TT0543	El Mirage Storm Drain & Northern Avenue	11/18/2016	963	\$0.83
TT0348A	Bush Highway Asphalt-Rubber Overlay, Package 3	10/18/2016	49490	\$0.09
TT0547	Arterials Pavement Preservation	07/12/2016	37000	\$0.11
TT0531	Sun City West Unit 39 Rehabilitation	06/12/2016	1191	\$1.64
TT531	Sun City West Unit 39 Rehabilitation	04/12/2016	1191	\$1.64
1 2				







## Maricopa County Small Business Enterprise Program Participation Reporting Form

*This form is to be submitted with each pay application or invoice. Any pay application or invoice without this form attached is subject to rejection as not being a completed pay application or invoice pursuant to the terms of the contract.*

\_\_\_\_\_  
Name of Prime Consultant/Contractor

\_\_\_\_\_  
Contract No.

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Project No.

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Amount of this Pay Application/Invoice

\_\_\_\_\_  
City, State ZIP

Complete below with information on the SBE firms utilized as subconsultants/subcontractors for this pay application/invoice. If work was self-performed and your firm, as the prime, is an SBE firm pursuant to A.R.S. § 41-1001, et seq., then you may list your firm as the SBE firm.

SBE Firm Name	SBE Firm Address	Type of Work Performed	\$ Pd to SBE this App/Inv
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$

**A mark in this box certifies that no SBE firms were utilized as the prime, subconsultant or subcontractor with respect to this pay application/invoice.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Telephone Number

**APPENDIX A**

**ARIZONA DEPARTMENT OF  
TRANSPORTATION  
LOCAL PUBLIC AGENCY  
CERTIFICATION ACCEPTANCE  
QUALITY ASSURANCE  
REQUIREMENTS**

This page intentionally left blank.

## APPENDIX A

### ARIZONA DEPARTMENT OF TRANSPORTATION LOCAL PUBLIC AGENCY CERTIFICATION ACCEPTANCE QUALITY ASSURANCE REQUIREMENTS

#### TABLE OF CONTENTS

	<u>SECTION</u>	<u>PAGE</u>
A1.	Scope .....	1
A2.	List of Abbreviations .....	2
A3.	List of Figures .....	2
A4.	Qualification of Sampling and Testing Personnel .....	3
A5.	Qualification of Laboratories .....	3
A6.	Pre-Construction Approval of the LPA Materials Sampling and Testing Plan .....	3
A7.	Acceptance Sampling and Testing .....	4
A8.	Independent Assurance (I.A.) Sampling and Testing .....	9
A9.	Certificates of Compliance and Certificates of Analysis .....	10
A10.	Buy America Requirements for Steel and Iron Products .....	10
A11.	Final Certification of Materials .....	11
	A11.1 Submittal Of Testing Summaries .....	11
	A11.2 Exception Reporting Requirement .....	11
A12.	Records Retention and Audit Requirements .....	12

This page intentionally left blank.

## A1. SCOPE

It is the objective of this document for the Arizona Department of Transportation (ADOT) to define the Quality Assurance requirements for any Local Public Agency (LPA) that has been granted Certification Acceptance (CA) status to administer Federal-Aid construction projects. The LPA Quality Assurance requirements described herein have been developed by ADOT Materials Group, Quality Assurance Section to provide consistent implementation and supporting documentation in accordance with the Code of Federal Regulations (23 CFR 637, Subpart B), “*Quality Assurance Procedures for Construction*” (See **Appendix D**). Appendix A has been developed with the understanding that significant portions of the Phoenix and Tucson metropolitan areas will be designated as part of the National Highway System (NHS) under Federal Authorization MAP-21.

The LPA Quality Assurance process is composed of the following main components:

- Qualification of Testing Personnel
- Qualification of Laboratories
- Pre-Construction Approval by ADOT of the LPA Materials Sampling and Testing Plan
- Acceptance Sampling and Testing
- Independent Assurance (I.A.) Sampling and Testing
- Certificates of Compliance and Certificates of Analysis
- Buy America Requirements for Steel and Iron Products
- Final Certification of Materials
- Records Retention and Audit Requirements

To determine compliance with applicable regulations, the contractual relationship between the acceptance laboratory, sampling/testing personnel, contractor, and LPA must be clearly defined.

**A2. LIST OF ABBREVIATIONS**

AAP	AASHTO Accreditation Program
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ADOT	Arizona Department of Transportation
ATTI	Arizona Technical Testing Institute
CA	Certification Acceptance
CFR	Code of Federal Regulations
I.A.	Independent Assurance Sampling and Testing Program
LPA	Local Public Agency
MAP-21	“Moving Ahead for Progress in the 21st Century” Act
NHS	National Highway System

**A3. LIST OF FIGURES**

<u>NUMBER</u>	<u>TITLE</u>	<u>PAGE</u>
Figure A1	Requirements for Sampling and Testing Technicians .....	3
Figure A2	Example Bid Schedule .....	5
Figure A3	Example Materials Sample Checklist .....	6
Figure A4	Example Materials Certificate Log .....	7
Figure A5	Pre-Construction Approval of the LPA Materials Sampling and Testing Plan Flow Chart .....	8
Figure A6	Example Materials Certification/Exception Report .....	13
Figure A7	Final Certification of Materials Flow Chart .....	14

**A4. QUALIFICATION OF SAMPLING AND TESTING PERSONNEL**

All field and laboratory personnel performing sampling or testing of construction materials on a LPA construction project must have the certifications shown in **Figure A1**, as applicable for the scope of the project.

<b>Soils and Aggregate</b>	
<u>Field</u> Arizona Technical Testing Institute (ATTI) "Field" certification.	<u>Laboratory</u> Arizona Technical Testing Institute (ATTI) "Laboratory Soils/Aggregate" certification.
<b>Asphaltic Concrete</b>	
<u>Field</u> Arizona Technical Testing Institute (ATTI) "Field" certification.	<u>Laboratory</u> Arizona Technical Testing Institute (ATTI) "Asphalt" certification.
<b>Concrete</b>	
<u>Field</u> American Concrete Institute (ACI) "Concrete Field Testing Technician Grade I" certification.	<u>Laboratory</u> American Concrete Institute (ACI) "Concrete Strength Testing Technician" certification.

**REQUIREMENTS FOR SAMPLING AND TESTING TECHNICIANS**

**Figure A1**

**A5. QUALIFICATION OF LABORATORIES**

ADOT recognizes the AASHTO Accreditation Program (AAP) in conjunction with AASHTO R 18, *"Establishing and Implementing a Quality Management System for Construction Materials Laboratories"*, for a laboratory to demonstrate competency in the performance of specific tests on construction materials. All laboratories that perform construction materials testing on LPA construction projects must be AAP accredited in the testing procedures performed.

**A6. PRE-CONSTRUCTION APPROVAL OF THE LPA MATERIALS SAMPLING AND TESTING PLAN**

The LPA will submit the following documents to the ADOT Materials Group, Quality Assurance Engineer for approval prior to beginning construction:

1. Bid Schedule that shows the Item Number, Item Description, Unit, and Quantity of project construction materials and activities. **Figure A2** shows an example Bid Schedule.

2. Materials Sample Checklist that details the scope of the proposed sampling and testing. The materials that are to be sampled and tested, as well as the frequency at which the sampling and testing are to be performed, is to be shown on the Materials Sample Checklist. **Figure A3** shows an example Materials Sample Checklist.

3. Materials Certificate Log that lists Certificates of Compliance and Certificates of Analysis that will be required during construction. An example Materials Certificate Log is shown in **Figure A4**.

4. Statement that details the contractual relationship between the acceptance laboratory, independent assurance laboratory, field sampling/testing personnel, contractor, and the LPA. If the acceptance laboratory or the independent assurance laboratory receives payment from the contractor, that relationship must be clearly defined.

A flow chart showing the process listed above is given in **Figure A5**.

## **A7. ACCEPTANCE SAMPLING AND TESTING**

Acceptance Sampling and Testing is separate from Independent Assurance Sampling and Testing.

It is the responsibility of the Local Public Agency to develop a Sampling Guide which outlines the requirements for Acceptance Sampling and Testing. The guide shall be submitted to the ADOT Materials Quality Assurance Engineer for review and approval.

An LPA Central Laboratory may perform both Acceptance Sampling and Testing and Independent Assurance Sampling and Testing on a particular project. However, the same individual shall not perform both the Acceptance Sampling and Testing and the Independent Assurance Sampling and Testing.

A laboratory other than an LPA Central Laboratory shall not perform both Acceptance Sampling and Testing and Independent Assurance Sampling and Testing on a particular project.

BID SCHEDULE

Project Number: ( \_\_\_\_\_ )

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
4040116	APPLY BITUMINOUS TACK COAT	hour	260		
4040125	FOG COAT	TON	2		
4040163	BLOTTER MATERIAL	TON	10		
4040264	ASPHALT BINDER (PG 64-22)	TON	2,260		
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	1,350		
4140040	ASPHALTIC CONCRETE FRICTION COURSE (ASPHALT-RUBBER)	TON	9,350		
4140042	ASPHALT RUBBER MATERIAL (FOR AR-ACFC)	TON	890		
4140044	MINERAL ADMIXTURE (FOR AR-ACFC)	TON	85	\$90.00	\$7,650.00
4160002	ASPHALTIC CONCRETE (3/4" MIX) (END-PRODUCT)	TON	45,200		
4160031	MINERAL ADMIXTURE	TON	430	\$90.00	38,700.00
6070060	FOUNDATION FOR SIGN POST (CONCRETE)	EACH	40		
7015041	TEMPORARY PAINTED MARKING (ARROW, SYMBOL, OR LEGEND)	EACH	6		
70115042	TEMPORARY PAINTED MARKING (STRIPE)	L. FT.	231,000		
70116030	BARRICADE (TYPE II, VERT. PANEL, TUBULAR MARKER)	EACH-DAY	2,250		

EXAMPLE BID SCHEDULE

Figure A2

**LOCAL PUBLIC AGENCY  
MATERIALS SAMPLE CHECKLIST**

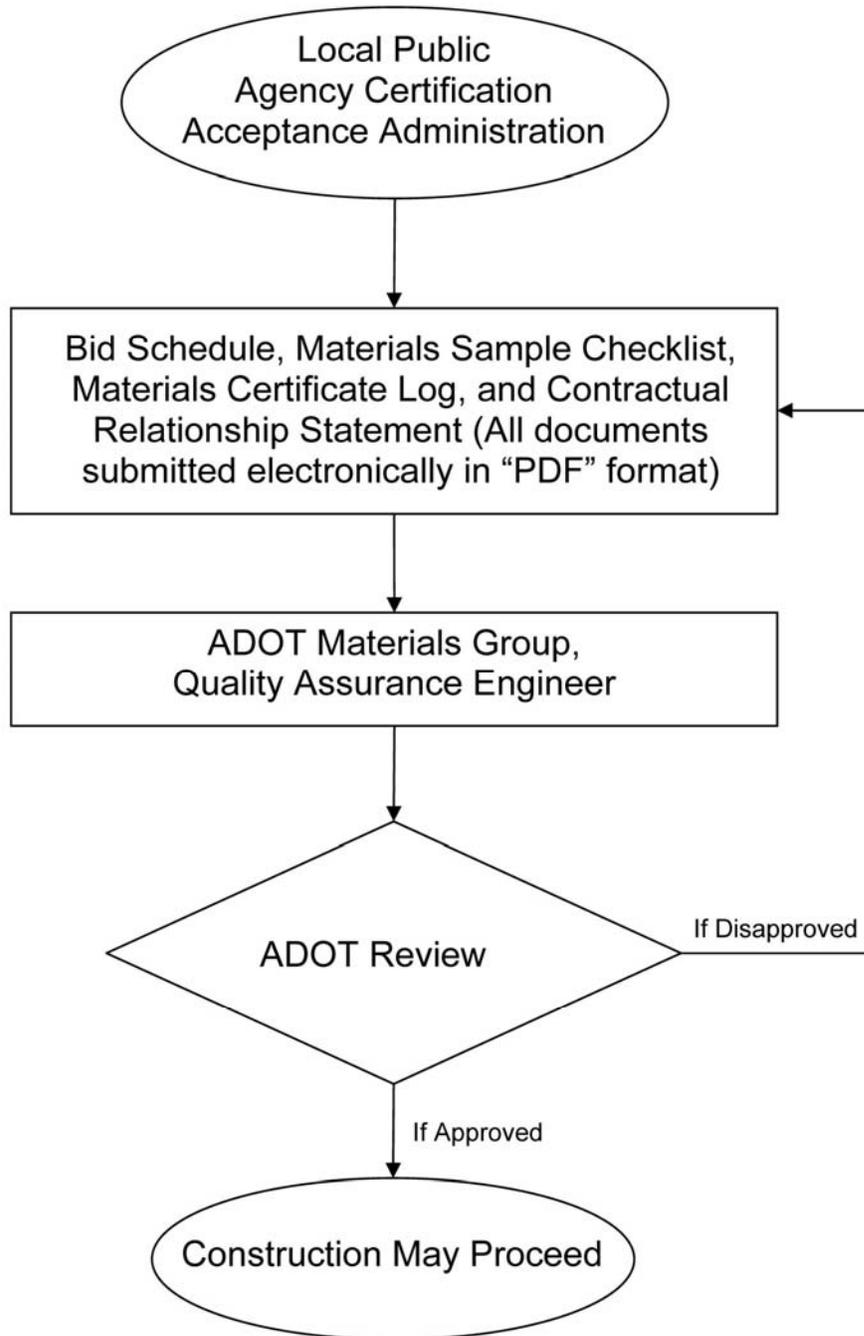
(Date)

PROJECT LOCATION: ( )		PROJECT NUMBER: ( )					
ITEM NUMBER	MATERIAL	PLAN QUANTITY	ACTUAL QUANTITY IF VARIES FROM PLAN QUANTITY	NUMBER OF SAMPLES		NUMBER OF SAMPLES TESTED	LPA CENTRAL LABORATORY OR INDEPENDENT LABORATORY
				RECOMMENDED	PROJECT		
				ACCP SAMPLES TAKEN BY PROJECT	ACCP SAMPLES TESTED BY PROJECT		
4040264	Asphalt Binder (PG 64-22)	470 T		5			I A S
4140040	Asphaltic Concrete Friction Course (Asphalt-Rubber) AR-ACFC	2,650 T		4			
4140042	Mineral Aggregate for AR-ACFC Asphalt Rubber Material (for AR-ACFC)	2,438 T		5	1		
	Binder for Asphalt Rubber Material	240 T		2			
	Rubber for Asphalt Rubber Material	200 T		2			
	Rubber for Asphalt Rubber Material	40 T		1			
41600004	Asphaltic Concrete (End-Product) (Special Mix)	9,400 T		20	1		
	Mineral Aggregate for AC (End Product) (Special Mix)	8,836 T		4	1		

**EXAMPLE MATERIALS SAMPLE CHECKLIST**

**Figure A3**





**PRE-CONSTRUCTION APPROVAL OF THE LPA MATERIALS SAMPLING AND TESTING PLAN FLOW CHART**

**Figure A5**

Acceptance Sampling and Testing may be performed by:

- Local Public Agency sampling and testing personnel.
- An independent consultant laboratory selected and compensated by the Local Public Agency.
- Contractor sampling and testing personnel.
- An independent consultant laboratory selected and compensated by the contractor.

## **A8. INDEPENDENT ASSURANCE (I.A.) SAMPLING AND TESTING**

Independent Assurance Sampling and Testing is separate from Acceptance Sampling and Testing.

The LPA is responsible for administering the Independent Assurance Sampling and Testing.

An LPA Central Laboratory may perform both Independent Assurance Sampling and Testing and Acceptance Sampling and Testing on a particular project. However, the same individual shall not perform both the Independent Assurance Sampling and Testing and the Acceptance Sampling and Testing.

A laboratory other than an LPA Central Laboratory shall not perform both Independent Assurance Sampling and Testing and Acceptance Sampling and Testing on a particular project.

Independent assurance samples shall be obtained from project or processing facility by the LPA or by an independent consultant laboratory selected and compensated by the LPA.

If the acceptance testing is performed by the LPA, or an independent consultant laboratory which is selected and compensated by the LPA, the ratio of independent assurance sampling and testing is one I.A. per 20 acceptance tests.

If the acceptance testing is performed by the contractor, or an independent consultant laboratory which is selected and compensated by the contractor, the ratio of independent assurance sampling and testing is one I.A. per 5 acceptance tests.

Note: The increased frequency of I.A. sampling and testing when acceptance sampling and testing is performed by the contractor, or an independent consultant laboratory which is selected and compensated by the contractor, is utilized as verification of the contractor's acceptance testing.

When an LPA Central Laboratory does not perform both the independent assurance testing and the acceptance testing, each I.A. field sample shall be split between the laboratory performing the independent assurance testing and the laboratory performing the acceptance testing.

If the test results do not compare favorably, cooperative efforts to investigate and identify the cause of the discrepancy should commence immediately. As a minimum, these efforts should include a check of the test data, calculations, and results; an inspection of the equipment used to perform the testing; a discussion with the test operators regarding their knowledge of the procedure in question; retesting of samples; exchanging samples; and observation of each other's techniques. When the problem is isolated, the steps taken to resolve it shall be documented.

#### **A9. CERTIFICATES OF COMPLIANCE AND CERTIFICATES OF ANALYSIS**

Manufactured products that are accepted by the LPA through a Certificate of Compliance or Certificate of Analysis shall include, as a minimum:

- The current name, address, and phone number of the manufacturer or supplier of the material.
- A description of the material supplied.
- Quantity of material represented by the certificate.
- Means of material identification, such as label, lot number, or marking.
- A statement that the material complies in all respects with the requirements of the cited specifications.
- The name, title, and signature an individual has the legal authority to bind the manufacturer or the supplier of the material. The date of the signature shall also be given. In addition, a statement that the individual has such legal authority.

#### **A10. BUY AMERICA REQUIREMENTS FOR STEEL AND IRON PRODUCTS**

Steel and iron materials and products used shall comply with the current "Buy America" requirements of 23 CFR 635.410.

All steel and iron products permanently incorporated into a LPA project must be domestically produced and have appropriate certification statements provided by the manufacturer. Records for the steel and iron products must be traceable through heat numbers and mill certificates. Certification statements should be verified by visual inspection at the time of material delivery to the project site.

## **A11. FINAL CERTIFICATION OF MATERIALS**

Following completion of the project construction, the LPA shall submit copies of the Testing Summaries and the Materials Certification/Exception Report to the Materials Group, Quality Assurance Engineer. The copies shall be submitted electronically in “pdf” format. The Materials Quality Assurance Engineer will review these items, and if necessary notify the LPA Project Engineer of any deficiencies that require correction. A flow chart illustrating this process is shown in **Figure A7**.

### **A11.1 Submittal of Testing Summaries**

The LPA shall submit copies of the project testing summaries to the ADOT Materials Group, Quality Assurance Engineer. As a minimum, the testing summaries must include the following:

1. Name of laboratory and technician that performed the testing, and the date the testing was performed.
2. Summary of test results. The summary shall include a comprehensive report of all test results.

### **A11.2 Exception Reporting Requirement**

The materials records for each project shall be reviewed by the LPA Project Engineer. A “Materials Certification / Exception Report” shall then be prepared by the LPA Project Engineer. The Materials Certification / Exception Report must include at a minimum the following statement:

“I certify that I have reviewed the materials records for the above referenced project. The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications. In addition, all material sampling and testing was performed in accordance with the Approved LPA Materials Sampling and Testing Plan.”

Construction materials that failed to meet specification requirements, but were incorporated in the project, must be summarized in the Materials Certification/Exception Report with a detailed explanation listing penalties or justification for acceptance.

An example Materials Certification / Exception Report is given in **Figure A6**.

The Materials Certification / Exception Report shall be submitted to the Materials Group, Quality Assurance Engineer under seal of a professional engineer registered the State of Arizona.

## **A12. RECORDS RETENTION AND AUDIT REQUIREMENTS**

The LPA shall maintain all test reports, certificates, and test summaries for a minimum of five years after the project has been completed. All records shall be available for review by ADOT at any time while the project is in construction or during the five year retention period.

(Local Public Agency Letterhead)

(Date)

TO: (Name)  
Quality Assurance Engineer  
ADOT Materials Group  
1221 N. 21<sup>st</sup> Avenue  
Phoenix, AZ 85009

FROM: Name of Project Engineer  
(LPA Name)

RE: MATERIALS CERTIFICATION/EXCEPTION REPORT

PROJECT: (Project Name from the plans and specifications)  
(TRACS Number)  
(Federal ID Number)

I certify that I have reviewed the materials reports for the above referenced project. The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and the construction operations controlled by sampling and testing were in conformity with the approved plans and specifications. In addition, all materials sampling and testing was performed in accordance with the Approved LPA Materials Sampling and Testing Plan. Exceptions to the above certification are as follows:

1. *List any materials that were incorporated in the completed construction project where testing indicated non-conformance to the plans and specifications. If Materials Quality penalties were imposed or contract change orders associated with Material Quality were initiated, list the specific details of those agreements.*

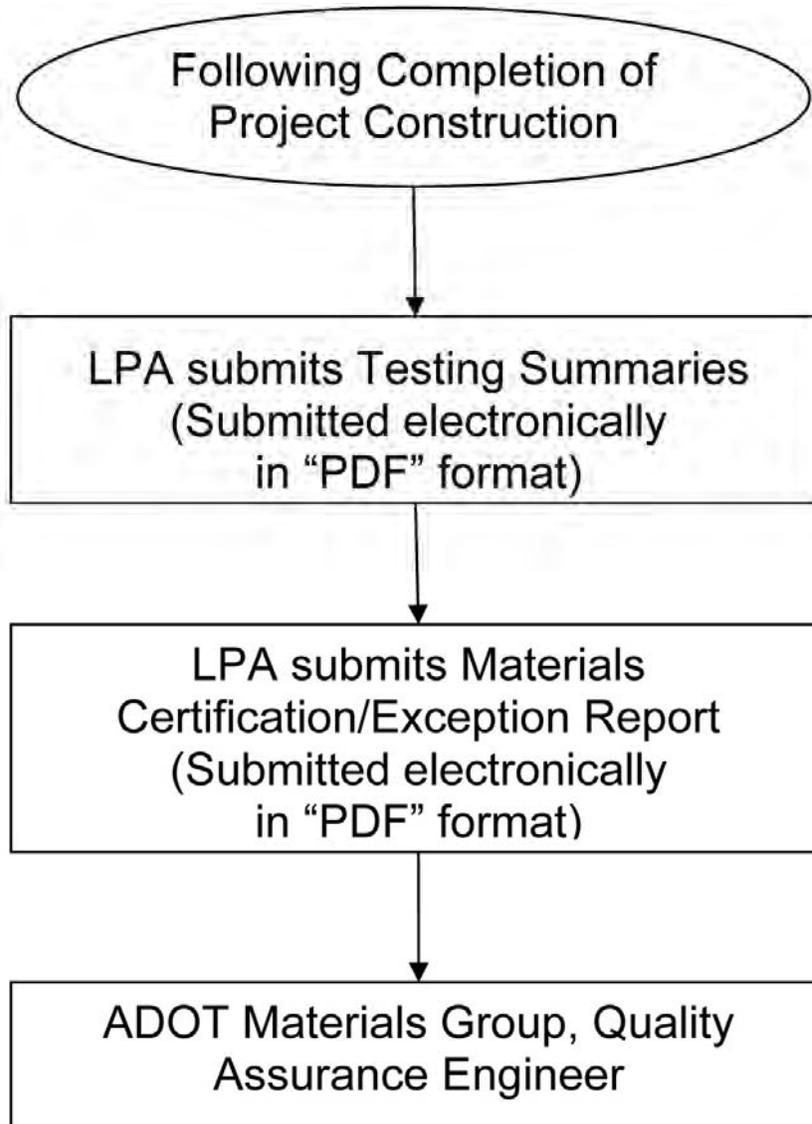
2. *List any item that were not sampled and testing as indicated in the Approved LPA Materials Sampling and Testing Plan and provide details on how the LPA plans to prevent recurrence of the sampling and testing deficiencies on future projects.*



\_\_\_\_\_  
LPA Project Engineer

## EXAMPLE MATERIALS CERTIFICATION/EXCEPTION REPORT

Figure A6

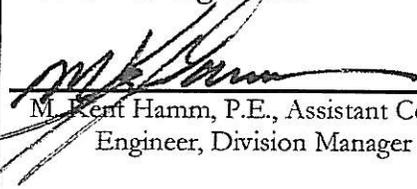


**FINAL CERTIFICATION OF MATERIALS FLOW CHART**

**Figure A7**



**MARICOPA COUNTY  
DEPARTMENT OF TRANSPORTATION  
DIVISION PROCEDURE**

<b>Title:</b> Sampling & Testing Guide - Federal <b>Owner:</b> John Shi	<b>Effective Date:</b> March 17, 2005	<b>Division:</b> Project Management & Construction
<b>Purpose:</b> MAG Standard Specifications make little or no reference to materials sampling and testing frequencies. This written guide has therefore been developed as an aid in preparing appropriate testing plans for individual projects which include <u>federal funds</u> .	<b>Authorized Signature:</b>  M. Kent Hamm, P.E., Assistant County Engineer, Division Manager	
<b>MCDOT Strategic Plan Reference:</b>		

**Policy Statement:**

MAG Standard Specifications make little or no reference to materials sampling and testing frequencies. This written guide has therefore been developed as an aid in preparing appropriate testing plans for individual projects which include federal funds.

It is the intent of this schedule to give guidance to personnel responsible for sampling and testing materials, yet allow them reasonable latitude for adapting to specific project needs, such as Federal Highway Administration requirements. The frequency may vary for individual projects or phases of projects in accordance with job conditions such as the uniformity of materials at the source, the methods and equipment used, and weather conditions. The number of samples and the distribution of the locations from which they are taken should be such as to adequately assure or verify that materials and construction are in accordance with the plans and specifications. The Engineer may direct that less acceptance sampling be done in particular cases of limited quantities of materials on the project, or for small projects. Conversely, he or she may direct that a greater amount of acceptance testing than that shown as "minimum sampling frequency" be done when he or she deems it necessary for adequate acceptance information.

Reliance should not be placed wholly on the results of sampling and testing to determine acceptability of materials and construction. The sampling and testing should be supplemented by sufficient visual inspection of the materials as a whole to determine whether the samples and tests are reasonably representative of the entire mass of materials. In addition, there should be sufficient observation of the actual construction operations and processes to ascertain whether they can be expected to consistently produce uniformly satisfactory results.

Small quantities may be accepted on the basis of manufacturer's material certification or based upon visual observations of the Engineer. Small quantities may be considered to be approximately 500 cubic yards or less of processed aggregate material or approximately 20 tons of bituminous materials or portland cement and flyash. A small quantity of portland cement concrete should be considered to be 20 cubic yards or less. The Engineer should exercise careful judgment in the acceptance of small quantities. These considerations must include the significance of the product to the construction as well as the quantity. The recommended sizes of small quantities are to be considered approximate, not maximums.

Sampling and testing operation or process is divided into three categories as following:

- 1). Acceptance sampling and testing;
- 2). Independent assurance sampling and testing (one for every 40 acceptance tests); and ✓
- 3). Correlation sampling and testing (one for every 5 acceptance tests). ✓

Samples for each category shall be tested utilizing equipment that is not used for tests on samples of any of the other two categories.

✗ Prior to the start of a project, the MCDOT Construction Engineer or his authorized representative, or his Consultant shall develop a written sampling and testing plan outlining the types of materials and frequencies of sampling and testing for acceptance, correlation, and assurance. The plan shall clearly state who will be performing the work. On a project that is administered by MCDOT Construction Engineer's authorized Consultant (Consultant), such sampling and testing plan will be prepared by the Consultant and approved by the Construction Engineer. It will be the responsibility of the Resident Engineer to coordinate all sampling and testing. ✓

## ACCEPTANCE SAMPLING AND TESTING

The following index of testing guide applies to sampling frequency for acceptance sampling and testing. The recommended number of acceptance samples shall be shown in the Project Sampling and Testing Plan, prepared by the MCDOT Construction Engineer or his authorized representative, or his Consultant. The designated laboratory for the acceptance sampling and testing program (Acceptance Lab) will use the Project Bid Quantity to determine the number of acceptance samples that should be taken. For some materials where the number of acceptance samples is based on time of production, an estimate of the quantity of material produced during that time will be made and used in determining the recommended number of acceptance samples.

Acceptance of materials by "Certification of Compliance or Analysis" will be in accordance with Section 106 of MAG Standard Specifications.

## INDEPENDENT ASSURANCE SAMPLING AND TESTING PROGRAM

Information provided herein gives direction for administration of the Independent Assurance Sampling and Testing Program that is required by the Federal Highway Administration. The information contained herein applies to all projects including those projects under consultant administration.

The MCDOT Construction Engineer is responsible to administer this program. Independent assurance sampling and testing are performed by authorized representatives of the Construction Engineer, who are not directly responsible for acceptance sampling or testing. The results from independent assurance

testing are used to make independent checks on the reliability of the results obtained in acceptance sampling and testing.

The Independent Assurance Sampling and Testing Program is normally limited to assessing acceptance sampling and testing for naturally occurring or processed materials, such as soils and aggregates, and mixtures containing naturally occurring or processed materials.

The independent assurance samples will be taken in the presence of a Project Representative (MCDOT Construction Engineer's authorized representative) to assure proper identification of the sampled material. The sample shall be sufficiently large to allow for a split to be tested in the project Acceptance Laboratory. This procedure will allow a comparison for the individual sample as well as a comparison to the average of acceptance samples and tests. The split tested by the Acceptance Laboratory may be used as an acceptance test, however the split tested for independent assurance by the independent lab shall not be used as an acceptance test result.

The independent assurance samples will be taken as early as possible after production or placement begins. The independent assurance samples will be tested utilizing equipment that is not used for tests on acceptance samples. Independent assurance samples shall be tested for all characteristics required by Standard Specifications and project special provisions, as outlined in the testing plan and test results reported to the Resident Engineer within 3 working days from receipt of sample in laboratory.

Independent assurance testing for in-place density shall consist of documented observations of the acceptance testing during routine independent assurance visits by the independent lab. Documentation of each observation must include, as a minimum; date of observation, a description of test location, the results of that determination and a written report of the comparison between the independent assurance inspection and acceptance testing.

For a Consultant administered project, the Consultant will prepare the testing plan which will include the number of independent assurance samples to be taken. The plan will be reviewed and approved by the Construction Engineer prior to the start of the project. If the Testing Plan does not include a material that requires independent assurance sampling and testing, the material should be added to the plan and tested accordingly.

The frequency shall be one independent assurance sample for every 40 acceptance samples, with a minimum of one sample for each material type. The minimum of one sample may be eliminated on projects that include very small quantities of specific materials. The Construction Engineer should be contacted regarding questions concerning necessary independent assurance sampling and testing when materials quantities are substantially changed on the project.

The results of tests and evaluations made, along with other related comments shall be reported on the "Report of Independent Assurance Sampling and Testing" form, or equivalent. A copy of this form and an example of its use are shown in Figure 1 and 2. Copies of the completed form shall be sent promptly to the Construction Engineer with the original retained in the project file.

The results of independent assurance tests will be promptly compared to the corresponding split sample results and the average of the acceptance sample test results for the product under consideration by the Resident Engineer. To be considered favorable, each specified test characteristic must be within both allowable variations shown in Table 1. The "I.A. SAMPLE VS. AVG. OF ACCEPT. SAMPLES" value

for allowable variation given in Table 1 should be used to compare the independent assurance sample results to the average of acceptance tests. The value for allowable variation from Table 1 for the "I.A. SAMPLE VS. ACCEPT. SAMPLE (I.A. SPLIT)" will be used to compare the independent assurance splits.

If an unfavorable comparison exists, measures must be taken to identify the source of the variation and verify that it has been eliminated. This may include: inspection of laboratory facilities, equipment, and procedures; exchanging sample splits with project personnel; or obtaining additional samples. Documentation of the measures taken in identifying and resolving unfavorable comparisons, and any other pertinent comments, shall be recorded on the "Report of Independent Assurance Sampling and Testing" form, or equivalent.

The allowable variation values for the materials shown in Table 1 are based on two standard deviations of test results available from the "Arizona Department of Transportation Quality Assurance" program. The Resident Engineer is responsible for making comparison of results under this program and will determine allowable variations for test characteristics not listed in Table 1.

### **CORRELATION TESTING PROGRAM**

The Correlation Testing Program is in addition to the Independent Assurance Sampling and Testing Program. It provides for frequent correlation testing to be done throughout the project at regular intervals.

It is recommended that a split of approximately every fifth acceptance sample be obtained for testing by the Independent Laboratory. The recommended number of acceptance samples to be split for correlation testing, based on the above frequency, is shown in the project Sampling and Testing Plan. Test results from correlation testing shall be reported to the Resident Engineer within 3 working days from receipt of sample in laboratory.

The correlation split test result shall be compared to the corresponding acceptance sample test result by the Resident Engineer. This comparison and evaluation should be made promptly so that necessary corrective action can be taken.

The "Report of Correlation Sampling and Testing" form shown in Figure 3 may be used to report correlation testing.

For a favorable comparison each specified test characteristic must be within the allowable variation shown in Table 1 for "I.A. SAMPLE VS. ACCEPT. SAMPLE (I.A. SPLIT)".

If an unfavorable comparison exists, measures must be taken to identify the source of the variation and verify that it has been eliminated. This may include: inspection of laboratory facilities, equipment, and procedures; exchanging sample splits with project personnel; or obtaining additional samples. Documentation of the measures taken in identifying and resolving unfavorable comparisons shall be recorded on the "Report of Independent Assurance Sampling and Testing" form, or equivalent.

The Resident Engineer is responsible for making comparison of results under this program and will determine allowable variation for test characteristics not listed in Table 1.

## INDEX

### GUIDE FOR TESTING PLAN

SUMMARY OF SAMPLING AND TESTING GUIDE	PAGE 6
PAVING	PAGE 8
STRUCTURES AND CONCRETE	PAGE 11
PIPE AND TRENCH	PAGE 13
RIVER CHANNELIZATION	PAGE 14
SLURRY SEAL	PAGE 15
CHIP SEAL	PAGE 16
ACRYLIC SEAL	PAGE 19
CRACK SEAL	PAGE 20

### TABLE AND FIGURES

Table 1 - Independent Assurance and Correlation Sample Allowable Variations ( $\pm$ )

Figure 1 - Report of Independent Assurance Sampling and Testing

Figure 2 - Report of Independent Assurance Sampling and Testing – Example

Figure 3 - Report of Correlation Sampling and testing

## Summary of Sampling and Testing Guide (Federal)

Testing Programs	Acceptance Sampling and Testing Program	Correlation Sampling and Testing Program	Independent Assurance Sampling and Testing Program
Purpose:	Acceptance of materials	Frequent correlation and comparison with acceptance testing results	Provide independent checks on reliability of the results obtained in acceptance sampling and testing.
Administered By:	MCDOT Construction Engineer; (MCDOT CE)	MCDOT Construction Engineer; (MCDOT CE)	MCDOT Construction Engineer; (MCDOT CE)
Performed By:	MCDOT CE authorized Acceptance Laboratory, usually a consultant laboratory, or MCDOT Laboratory	MCDOT CE authorized representatives, or his/her authorized independent consultant. Preferably, MCDOT Materials Lab	MCDOT CE authorized representatives, or his/her authorized independent consultant. Default Lab is MCDOT Materials Lab, unless authorized otherwise by the MCDOT CE
Coordinated By:	Resident Engineer	Resident Engineer	Resident Engineer
Frequency Based on:	MCDOT Sampling and Testing Guide (Federal)	One for every 5 Acceptance Samples	One for every 40 Acceptance Samples
Sample Source:	Regular Samples, Large enough when split samples are required for independent assurance testing and /or correlation testing	Split from acceptance sample	Split from acceptance sample
Testing Equipments:	Acceptance samples shall be tested utilizing equipment that is not used for tests on independent assurance samples and correlation samples.	Correlation samples shall be tested utilizing equipment that is not used for tests on acceptance samples.	Independent assurance samples shall be tested utilizing equipment that is not used for tests on acceptance samples.

**TABLE 1.**  
**INDEPENDENT ASSURANCE AND COORELATION TESTING**  
**ALLOWABLE VARIATIONS (+)**

PORTLAND CEMENT CONCRETE		
TEST	I.A. SAMPLE VS. ACCEPT. SAMPLE (I.A. SPLIT)	I.A. SAMPLE VS. AVE. ACCEPT. SAMPLES
<b>Coarse Aggregate Gradation</b>		
+25 mm (+1")	4 % points	6 % points
25 mm (1")	4 % points	6 % points
19 mm (3/4")	4 % points	6 % points
12.5mm (1/2")	4 % points	6 % points
9.5 mm (3/8")	4 % points	6 % points
6.3 mm (1/4")	4 % points	6 % points
4.75 mm (No.4)	4 % points	6 % points
2.36 mm (No. 8)	4 % points	4 % points
<b>Fine Aggregate Gradation</b>		
4.75 mm (No. 4)	4 % points	4 % points
1.18 mm (No. 16)	3 % points	4 % points
300 µm (No. 50)	3 % points	3 % points
150 µm (No. 100)	3 % points	3 % points
75 µm (No. 200)	1.5 % points	1.5 % points
Air Content, percent	0.5 % points	N/A
Slump, mm (inches)	13 (1/2")	N/A
28-Day Strength (See Notes 1 and 2 below)	15% of specified required strength	N/A

BITUMINOUS MIXTURE		
TEST	I.A. SAMPLE VS. ACCEPT. SAMPLE (I.A. SPLIT)	I.A. SAMPLE VS. AVE. ACCEPT. SAMPLES
<b>Mineral Aggregate Gradation</b>		
+19 mm (+3/4")	4 % points	6 % points
19 mm (3/4")	4 % points	6 % points
12.5mm (1/2")	4 % points	6 % points
9.5 mm (3/8")	4 % points	6 % points
4.75 mm (No.4)	4 % points	6 % points
2.36 mm (No. 8)	4 % points	6 % points
600 µm (No. 30)	2 % points	3 % points
425 µm (No. 40)	2 % points	3 % points
75 µm (No. 200)	1.0 % points	1.5 % points
Percent Asphalt	0.4 % points	0.6% points
Density, kg/m <sup>3</sup> , (pcf)	32 (2.0)	40 (2.5)
Voids, percent	1.5 % points	2.0% points
Marshall Stability newtons (Pound Force)	5350 (1200)	6650 (1500)

SOILS AND AGGREGATES		
TEST	I.A. SAMPLE VS. ACCEPT. SAMPLE (I.A. SPLIT)	I.A. SAMPLE VS. AVE. ACCEPT. SAMPLES
<b>Gradation, except for Portland Cement Concrete and Bituminous Mixture</b>		
+25 mm (+1")	4 % points	6 % points
25 mm (1")	4 % points	6 % points
19 mm (3/4")	4 % points	6 % points
12.5mm (1/2")	4 % points	6 % points
9.5 mm (3/8")	4 % points	6 % points
4.75 mm (No.4)	4 % points	6 % points
2.36 mm (No. 8)	4 % points	6 % points
1.18 mm (No. 16)	4 % points	6 % points
425 µm (No. 40)	3 % points	5 % points
75 µm (No. 200)	1.5 % points	1.5 % points
Sand Equivalent	6	9
Flakiness	3	5
Uncompacted Void Content	4	6
pH	0.4	N/A
Optimum Moisture, Percent	1.0 % point	N/A
Proctor Density, kg/m <sup>3</sup> , (pcf)	32 (2.0)	N/A
Fract. Coarse Agg. Particles (See Note 2 below)	28 % of specified requirement	N/A
Plasticity Index (See Note 2 below)	20 % of specified requirement, or if range, 20 % of mid point of specified range	N/A

Note 1: For concrete strength requirements given in megapascals, the allowable variation shall be based on the percentage of specified required strength expressed in kilopascals.

Note 2: Allowable variations based on a percentage of specified requirement or midpoint of specified range shall be rounded if necessary to the nearest whole number.

**PAVING**

Material Tested	Sampling/Testing Point	Test Method	Minimum Sampling Frequency	Estimated Quantity	# Of Tests Required		Completed Testing	
					Acceptance	Correlation	Number	Percent
<b>Fill Construction (211)</b>								
Max density (proctor)	Placement location	AASHTO T-99 Method A	One per soil type					
Sieve analysis	Placement location	AASHTO T-27 & T-11	One per soil type					
Plasticity Index	Placement location	AASHTO T-89 & T-90	One per soil type					
Soils classification	Placement location	ASTM D-2487	One per soil type					
Compaction	Placement location (after comp.)	AASHTO T-191 & T-217 or ASTM D-2922 & D3017	One per 500 LF, per lift					
<b>Subgrade Preparation (301)</b>								
Max density (proctor)	Placement location	AASHTO T-99 Method A	One per soil type					
Sieve analysis	Placement location	AASHTO T-27 & T-11	One per soil type					
Plasticity Index	Placement location	AASHTO T-89 & T-90	One per soil type					
Soils classification	Placement location	ASTM D-2487	One per soil type					
Compaction	Placement location (after comp.)	AASHTO T-191 & T-217 or ASTM D-2922 & D3017	One per 500 LF, per lift					
<b>Aggregate Base Course (702)</b>								
Max density (proctor)	Plant	AASHTO T-99 Method A	At start of production					
Sieve analysis	On site windrow	AASHTO T-27 & T-11	One per 2000 tons					
Plasticity Index	On site windrow	AASHTO T-89 & T90	One per 2000 tons					
Fractured faces	On site windrow	ASTM D-5921	One per 2000 tons					
Compaction	Placement location (after comp.)	AASHTO T-191 & T-217 or ASTM D-2922 & D3017	One per 1000 LF, per lift					
<b>Soil Cement Base Course (311)</b>								
Soil gradation	Roadway	AASHTO T27 & T11	1 per soil type					
Plasticity Index	Roadway	AASHTO T89 & T90	2 per soil type					
Max density (proctor)	Roadway	AASHTO T-134 or ASTM D558	3 per soil type					
Field moisture	Placement location (after comp.)	AASHTO T-217 or ASTM D3017	1 per 1000 LF, per lift					
Field density	Placement location (after comp.)	AASHTO T-191 or ASTM D2922	1 per 1000 LF, per lift					

**PAVING**

Material Tested	Sampling/Testing Point Cement Treated Base (312, 705)	Test Method	Minimum Sampling Frequency	Estimated Quantity	# Of Tests Required		Completed Testing		
					Acceptance	Correlation	IA	Number	Percent
Field density (comp)	Roadway	AASHTO T-191 or ASTM D2922	1 per 1000 LF per lift						
Field moisture (comp)	Roadway	AASHTO T-217 or ASTM D3017	1 per 1000 LF per lift						
Max density (proctor)	Roadway	AASHTO T-134 or ASTM D558	1 per aggregate type						
Plasticity Index	Roadway	AASHTO T-89 & T-90	1 per aggregate type						
Gradation	Roadway	AASHTO T-27 & T-11	1 per aggregate type						
Compressive strength	Placement location	ARIZ 241A	One set per 750 CY						
<b>Asphalt Concrete Pavement (321)</b>									
Lab bulk density	On site (plate)	AASHTO T-312 or T-245 & T-166	One per 1000 tons						
Rice density	On site (plate)	ASTM D-2041	One per 1000 tons						
Asphalt content	On site (plate)	ASTM D-2172 (ignition)	One per 1000 tons						
Agg gradation	On site (plate)	AASHTO T-27 & T-11	One per 1000 tons						
Thickness	On site (core)	ASTM D-3549	One per 1000 LF, per lift						
Compaction	On site (core)	ASTM D-2726	One per 1000 LF, per lift						
<b>Asphalt Rubber Overlay (325)</b>									
Marshall density	On site (plate)	AASHTO T-245 & T-166	One per 1000 tons						
Marshall stab. & flow	On site (plate)	AASHTO T-245	One per 1000 tons						
Rice density	On site (plate)	ASTM D-2041	One per 1000 tons						
Asphalt content	On site (plate)	ASTM D-2172 (ignition)	One per 1000 tons						
Agg gradation	On site (plate)	AASHTO T-27 & T-11	One per 1000 tons						
Thickness	On site (core)	ASTM D-3549	One per 1000 LF, per lift						
Compaction	On site (core)	ASTM D-2726	One per 1000 LF, per lift						

**PAVING**

Material Tested	Sampling/Testing Point	Test Method	Minimum Sampling Frequency	Estimated Quantity	# Of Tests Required		Completed Testing	
					Acceptance	Correlation	IA	Number
<b>AR Binder Testing (717)</b>								
Rotational viscosity*; 177°C (351°F); pascal seconds (cps)	Reaction tank	Haake Viscometer Method	Specified by Engineer					
Penetration; 4°C (39°F), 200g, 60 sec., dmm (in), min	Reaction tank	ASTM D-5	Specified by Engineer					
Ductility; 4°C (39°F), 1 cpm, cm (in), min	Reaction tank	ASTM D-113	Specified by Engineer					
Softening point; °C (°F), min	Reaction tank	ASTM D-36	Specified by Engineer					
Resilience; 25°C (77°F), %, min	Reaction tank	ASTM D-3407	Specified by Engineer					
*Haake Viscometer Model VT-04, Rotor No. 1 or Viscometer correlated								

Compaction test on subgrade and base material with rocks should be corrected per MAG 190

## STRUCTURES AND CONCRETE

Material Tested	Sampling/Testing Point	Test Method	Minimum Sampling Frequency	Estimated Quantity	# Of Tests Required		Completed Testing	
					Acceptance	Correlation	IA	Number
<b>Channel Excavation (215)</b>								
Max density (proctor)	Borrow area	AASHTO T99 Method A	One per soil type					
Sieve analysis	Borrow area	AASHTO T27 & T11	One per soil type					
Plasticity Index	Borrow area	AASHTO T89 & T90	One per soil type					
Soils classification	Borrow area	ASTM D2487	One per soil type					
Compaction	Placement location (after comp.)	AASHTO T191 with MAG 190 or ASTM D2922 & D3017	One per 500 LF per lift					
<b>Cement Stabilized Alluvium (222)</b>								
Aggregate gradation	Aggregate stockpile	AASHTO T27 & T11	One per shift					
Aggregate PI	Aggregate stockpile	AASHTO T89 & T90	One per shift					
Maximum density	Aggregate stockpile	AASHTO T-134 method B	One per source					
Temperature	Placement location	ASTM C1064	One per shift					
Moisture content	Placement location (after comp.)	AASHTO T-230	One per shift					
Density	Placement location (after comp.)	AASHTO T-230	One per 8' lift					
Compressive strength	Placement location	ARIZ 241A	One per 750 CY					
<b>Bedding Mortar (221 &amp; 222)</b>								
Aggregate gradation	Stockpile at plant	AASHTO T27 & T11	One per source					
Compressive strength	Discharge chute on site	ASTM C109						
<b>Rip Rap Construction (224)</b>								
Aggregate gradation	In place on grade	Traverse method	One per source					
Aggregate specific Gr.	In place on grade	ASTM C127	One per source					
<b>Fill Construction (211)</b>								
Max. density (proctor)	Excavated soils	AASHTO T-99/Method A	One per soil type					
Sieve analysis	Excavated soils	AASHTO T-27 & T-11	One per soil type					
Plasticity Index	Excavated soils	AASHTO T-89 & T-90	One per soil type					
Soils classification	Excavated soils	ASTM D-2487	One per soil type					
Compaction	In place	AASHTO T-191 & T-217 or ASTM D-2922 & D3017	One per 100 SY per lift					
<b>Concrete, Curb, Gutter, Sidewalk (340)</b>								
Compressive strength	On site	ASTM C-172, C-31, C-39	One per 50 cy					
Slump	On site	ASTM C-172, C-143	One per 50 cy					
Temperature	On site	ASTM C-172, C-1064	One per 50 cy					

## STRUCTURES AND CONCRETE

Material Tested	Sampling/Testing Point	Test Method	Minimum Sampling Frequency	Estimated Quantity	# Of Tests Required		Completed Testing	
					Acceptance	Correlation	Number	Percent
<b>Structural Concrete (502 &amp; 505)</b>								
Compressive strength	Discharge chute on site	ASTM C-172, C-31 & C-39	One per 50 cy					
Slump	Discharge chute on site	ASTM C-172, C-143	One per 50 cy					
Temperature	Discharge chute on site	ASTM C-172, C-1064	One per 50 cy					
<b>Steel Reinforcement (727)</b>								
Tensile strength	At delivery	ASTM A-615	Two bars per shipment per bar size					
Yield strength	At delivery	ASTM A-615	Two bars per shipment per bar size					
Elongation	At delivery	ASTM A-615	Two bars per shipment per bar size					
<b>Precast Concrete (505 &amp; 506)</b>								
Compressive strength	Discharge chute on site	ASTM C-172, C-31 & C-39	One set per day					
Slump	Discharge chute on site	ASTM C-172, C-143	One set per day					
Temperature	Discharge chute on site	ASTM C-172, C-1064	One set per day					
<b>Prestressing/Steel (506)</b>								
Tensile strength	Project on site	ASTM 416 - 421	Two pieces per size					
Elongation	Project on site	ASTM 416 - 421	Two pieces per size					
Diameter	Project on site	ASTM 416 - 421	Two pieces per size					
<b>Bridge Bearing Pads (506)</b>								
Durometer hardness	At deliver	ASTM D-2240	One per source					
Compression set	At deliver	ASTM D-395B	One per source					
<b>Pneumatically Placed Mortar (525)</b>								
Compressive strength	On site	ASTM C-172, C-31, C-39	One set per day					
Slump	On site	ASTM C-172, C-143	One set per day					
Temperature	On site	ASTM C-172, C-1064	One set per day					
Test panels	On site	ASTM C-1140, C-98	One set per day					

**PIPE AND TRENCH**

Material Tested	Sampling/Testing Point	Test Method	Minimum Sampling Frequency	Estimated Quantity	# Of Tests Required			Completed Testing	
					Acceptance	Correlation	IA	Number	Percent
<b>Fill Construction (211)</b>									
Max density (proctor)	Trench exc. or stockpile	AASHTO T99 Method A	One per soil type						
Sieve analysis	Trench exc. or stockpile	AASHTO T27 & T11	One per 400 cy & one per soil type						
Plasticity Index	Trench exc. or stockpile	AASHTO T89 & T90	One per 400 cy & one per soil type						
Soils classification	Trench exc. or stockpile	ASTM D2487	One per soil type						
Compaction		AASHTO T-191 & T-217 or ASTM D-2922 & D3017	One per 500LF, per lift						
<b>Trench Backfill (601)</b>									
Max density (proctor)	Trench exc. or stockpile	AASHTO T99 Method A	One per soil type						
Sieve analysis	Trench exc. or stockpile	AASHTO T27 & T11	One per 400 cy & one per soil type						
Plasticity Index	Trench exc. or stockpile	AASHTO T89 & T90	One per 400 cy & one per soil type						
Soils classification	Trench exc. or stockpile	ASTM D2487	One per soil type						
Compaction		AASHTO T191 with MAG 190 or ASTM D2922 & D3017	One per 500LF, per lift						

**RIVER CHANNELIZATION**

Material Tested	Sampling/Testing Point	Test Method	Minimum Sampling Frequency	Estimated Quantity	# Of Tests Required		Completed Testing	
					Acceptance	Correlation	Number	Percent
<b>Fill Construction (211)</b>								
Max density (proctor)	Borrow area	AASHTO T99 Method A	One per soil type					
Sieve analysis	Borrow area	AASHTO T27 & T11	One per soil type					
Plasticity Index	Borrow area	AASHTO T89 & T90	One per soil type					
Soils classification	Borrow area	ASTM D2487	One per soil type					
Compaction	Placement location (after comp.)	AASHTO T191 with MAG 190 or ASTM D2922 & D3017	One per 2000 CY					
<b>Cement Stabilized Alluvium (222)</b>								
Aggregate gradation	Aggregate stockpile	AASHTO T27 & T11	3/stockpile & 1/shift					
Aggregate PI	Aggregate stockpile	AASHTO T89 & T90	3/stockpile & 1/shift					
Maximum density	Aggregate stockpile	AASHTO T-134 method B	3/stockpile & 1/shift					
Temperature	Placement location	ASTM C1064	One per shift per mix					
Moisture content	Placement location (after comp.)	AASHTO T-230	Two per shift per mix					
Density	Placement location (after comp.)	AASHTO T-230	6 locations per lift					
Compressive strength	Placement location	ARIZ 241A	One set per 750 cy					
<b>Bedding Mortar (221 &amp; 222)</b>								
Aggregate gradation	Stockpile at plant	AASHTO T27 & T11	Specified by Engineer					
Compressive strength	Discharge chute on site	ASTM C109	Specified by Engineer					
<b>Rip Rap Construction (224)</b>								
Aggregate gradation	In place on grade	Traverse Method	Specified by Engineer					
Aggregate specific gradation	In place on grade	ASTM C127	Specified by Engineer					
<b>Pneumatically Placed Mortar (525)</b>								
Compressive strength	On site	ASTM C-172, C-31, C-99	One panel per day over 20 CY					
Slump	On site	ASTM C-172, C-143	One per 20 CY					
Temperature	On site	ASTM C-172, C-1064	One per 20 CY					
Test panels	On site	ASTM C-1140, C-98	3-12"x12"x4" panel Min. 1 core per panel					

### SLURRY SEAL

Material Tested	Sampling/Testing Point	Test Method	Minimum Sampling Frequency	Estimated Quantity	# Of Tests Required		Completed Testing	
					Acceptance	Correlation	IA	Number
<b>Fill Construction (211)</b>								
Plasticity index	Stockpile	AASHTO T89 - T90	One per day					
Sand equivalent	Stockpile	ASTM D-2419	One per day					
Abrasion	Stockpile	AASHTO T96 or	One per day					
		ASTM C131						
Fracture face	Stockpile	AASHTO T314	One per day					
Gradation	Storage tank / unit	ASTM C-136	One per day					
<b>Slurry Seal Mixture (332) (713)</b>								
Slurry seal consistency	Storage tank / unit	ISSA TB 106	One per project					
W.T.A.T.	Storage tank / unit	ASTM D-3910	One per project					
Compatibility	Storage tank / unit	ISSA TB 115	One per project					
<b>Slurry Seal Binder (332, 715, 713, )</b>								
Viscosity, 77°F.								
Saybolt-Furol, SFS	Storage tank / unit	AASHTO T-59	One per week					
Settlement, 5 Day, %	Storage tank / unit	AASHTO T-59	One per week					
Storage stability, 1 Day, %	Storage tank / unit	AASHTO T-59	One per week					
	Storage tank / unit	AASHTO T-59	One per week					
Residue, % (asphalt & polymer)	Storage tank / unit	AASHTO T-59	One per week					
Penetration @ 39.2 F, 200 g/60s, dmm	Storage tank / unit	AASHTO T-49	One per week					
Penetration @ 77°F, 100 g/5s, dmm	Storage tank / unit	AASHTO T-49	One per week					
Ductility @ 77°F, 5cm/min, cm	Storage tank / unit	AASHTO T-51	One per week					
Softening point, °F	Storage tank / unit	AASHTO T-53	One per week					

# CHIP SEAL

Procedure #2005-2

Material Tested	Sampling/Testing Point	Test Method	Minimum Sampling Frequency	Estimated Quantity	# Of Tests Required		Completed Testing
					Acceptance	Correlation	
<b>Soil Cement Base Course (311)</b>							
Soil gradation	Roadway	AASHTO T27 & T11	1 per soil type				
Plasticity index	Roadway	AASHTO T89 & T90	2 per soil type				
Max density (proctor)	Roadway	AASHTO T-134 or ASTM D568	3 per soil type				
Field moisture	Placement location (after comp.)	AASHTO T-217 or ASTM D3017	1 per 1000 LF, per lift				
Field density	Placement location (after comp.)	AASHTO T-191 or ASTM D2922	1 per 1000 LF, per lift				
<b>Cover Material (330) (716)</b>							
Abrasion	Source	AASHTO T96	One per source/week				
Sieve analysis	Stockpile	AASHTO T27	One per source/week				
Fracture face	Stockpile	AASHTO T314	One per source/week				
<b>Precast Chip (330) (716)</b>							
Abrasion	Source	AASHTO T96	One per source				
Sieve analysis	Stockpile	AASHTO T27	One/300 tons or run				
Fracture faces	Source	AASHTO T314	One per source				
Asphalt content	Truck on site	ASTM D-2172 lng.	One per 500 tons				
<b>Emulsified Asphalt (Latex or SBS Polymer Comb.)</b>							
Saybolt furul viscosity, SFS @ 77°F (or 122 °F)	Storage tank / unit	ASTM D-244	Specified by Engineer				
Residue by evaporation, %	Storage tank / unit	ASTM D-244	Specified by Engineer				
Demulsibility, %	Storage tank / unit	ASTM D-244	Specified by Engineer				
Residue by evaporation for testing listed below (CT 331)							
Penetration @ 25°C, 5cm/min	Storage tank / unit	ASTM D-244	Specified by Engineer				
Ductility @ 25°C 5cm/min	Storage tank / unit	ASTM D-118	Specified by Engineer				
Kinematics viscosity @ 135°C, centistokes	Storage tank / unit	ASTM D-244	Specified by Engineer				
Torsional recovery @ 25°C, % (CT332)	Storage tank / unit	ASTM D-244	Specified by Engineer				

# CHIP SEAL

Procedure #2005-2

Material Tested	Sampling/Testing Point	Test Method	Minimum Sampling Frequency	Estimated Quantity	# Of Tests Required		Completed Testing	
					Acceptance	Correlation	IA	Number
<b>SBS Polymer Combination Asphalt (AC-15-5TR)</b>								
Ground tire rubber content, %	Storage tank / unit		By certification					
SBS polymer, %	Storage tank / unit		By certification					
Penetration @ 25° C (77° F), 100 / 5 sec, dmm	Storage tank / unit	ASTM D-5	Specified by Engineer					
Viscosity @ 135° C (275° F), cSt	Storage tank / unit	ASTM D-2170	Specified by Engineer					
Softening point, ° C (° F)	Storage tank / unit	ASTM D-36	Specified by Engineer					
Solubility, % (3 set average)	Storage tank / unit	ASTM D-5546	Specified by Engineer					
Solubility, % (single test)	Storage tank / unit	ASTM D-5546	Specified by Engineer					
Elastic recovery @ 25° (77° F), 20 cm elongation, 5 cm / minute, % recovery after 1 hour	Storage tank / unit	ASTM D-6084	Specified by Engineer					
Separation of polymer ratio, 163° C (325° F), %	Storage tank / unit		Specified by Engineer					
Retained penetration ratio (TFOT Pen. @ 25° C (77° F), (100g - 5 sec) (original pen. @ 25° C (77° F)	Storage tank / unit	ASTM D-5	Specified by Engineer					
<b>MC-250 (MAG 712)</b>								
Kinematic viscosity @ 60° C Degrees C° (F)	Storage tank / unit	ASTM D-2171	Specified by Engineer					
Distillation test:	Storage tank / unit	ASTM D-3143	Specified by Engineer					
Distillate percentage by volume of Total distillate to 360° C (680° F)	Storage tank / unit	ASTM D-402	Specified by Engineer					
To 225° C (437° F)								
To 260° C (500° F)								
To 315° C (600° F)								
Water content	Storage tank / unit	ASTM D-95	Specified by Engineer					
residue from distillation	Storage tank / unit	ASTM D-2171	Specified by Engineer					
Ductility @ 25° C on residue	Storage tank / unit	ASTM D-113	Specified by Engineer					
Solubility in TCE on residue	Storage tank / unit	ASTM D-2042	Specified by Engineer					

**CHIP SEAL**

Material Tested	Sampling/Testing Point	Test Method	Minimum Sampling Frequency	Estimated Quantity	# Of Tests Required		Completed Testing	
					Acceptance	Correlation	IA	Number
<b>MC-800 (MAG 712)</b>								
Kinematic viscosity @ 60°C	Storage tank / unit	ASTM D-2171	Specified by Engineer					
Flash point, tag open cup degrees C° (F)	Storage tank / unit	ASTM D-3143	Specified by Engineer					
Distillation test: distillate percentage by volume of total distillate to 360°C (680°F) to 225° C (437°F) to 260° C (500°F) to 315° C (600°F)	Storage tank / unit	ASTM D-402	Specified by Engineer					
Water content	Storage tank / unit	ASTM D-95	Specified by Engineer					
Absolute viscosity @ 60°C on residue from distillation	Storage tank / unit	ASTM D-2171	Specified by Engineer					
Ductility @ 25° C on residue	Storage tank / unit	ASTM D-113	Specified by Engineer					
Solubility in TCE on residue	Storage tank / unit	ASTM D-2042	Specified by Engineer					

### ACRYLIC SEAL

Material Tested	Sampling/Testing Point	Test Method	Minimum Sampling Frequency	Estimated Quantity	# Of Tests Required		Completed Testing	
					Acceptance	Correlation	IA	Number
<b>Fill Construction (211)</b>								
Viscosity, 77°F saybolt furol, SFS	Supplier / plant	AASHTO T-72	Specified by Engineer					
Sieve, %	Supplier / plant	AASHTO T-59	Specified by Engineer					
Acrylic solids, %	Supplier / plant	CA 401	Specified by Engineer					
Residue, %	Supplier / plant	AASHTO T-59	Specified by Engineer					
Tests on residue	Supplier / plant	AZ 504	Specified by Engineer					
Elongation, @ max stress, @ 77°F, %	Supplier / plant	AASHTO T-59	Specified by Engineer					
Elongation @ break, %	Supplier / plant	AASHTO T-59	Specified by Engineer					
Exposure, Q.U.V.	Supplier / plant	ASTM D-529 Modified	Specified by Engineer					
Softening point, °F	Supplier / plant	AASHTO T-53	Specified by Engineer					
Ductility @ 77°F, cm (5cm/min)	Supplier / plant	AASHTO T-51	Specified by Engineer					
Penetration @ 77°F, drmm (100 for 5 sec)	Supplier / plant	AASHTO T-49	Specified by Engineer					

**CRACK SEAL**

Material Tested	Sampling/Testing Point	Test Method	Minimum Sampling Frequency	Estimated Quantity	# Of Tests Required		Completed Testing	
					Acceptance	Correlation	IA	Number
<b>Fill Construction (211)</b>								
Ductility @ 77°F	Point of application	ASTM D113	Specified by Engineer					
Flash point	Point of application	ASTM D92	Specified by Engineer					
Softening point	Point of application	ASTM D36	Specified by Engineer					
Cone penetration @ 77°F	Point of application	ASTM D5329	Specified by Engineer					
Resilience	Point of application	ASTM D5329	Specified by Engineer					
Bitumen content	Point of application	ASTM D4	Specified by Engineer					
Brookfield viscosity @ 375°F	Point of application	ASTM D2196	Specified by Engineer					
Asphalt compatibility	Point of application	ASTM D5329	Specified by Engineer					
Material unit weight @ 60°F	Point of application	ASTM D70	Specified by Engineer					



**MATERIAL CERTIFICATION  
CHECKLIST AND/OR REJECTION NOTIFICATION**

\*\*\*DO NOT PAY FOR AN ITEM THAT THE MATERIAL CERT HAS NOT PASSED\*\*

Date:	
Project Name:	
Project Number(s):	
Material Cert No / Id (assign a #1,2,3 / log same)	
Material Cert Name / Description:	
Bid Item Reference:	

Material Certifications Requirements

1. Project Name.
2. MCDOT Project Number.
3. Federal Project Number.
4. ADOT Tracs Number (if applicable).
5. The current name, address, and phone number of the manufacturer or supplier of the material.
6. Description of the material supplied.
7. Quantity of material represented by the certificate.
8. Means of material identification, such as label, lot number, or marking.
9. A Statement that the material complies in all respects with the requirements of the cited specifications.
10. Buy America Statement.
11. Authorization Statement: A Statement that the individual signing has the legal authority to bind the manufacturer or the supplier of the material.
12. The name, title, signature, and date of signature of the signing-responsible individual.

	Approved	Rejected	Notes / Comments if Applicable
#1			
#2			
#3			
#4			
#5			
#6			
#7			
#8			
#9			
#10			
#11			
#12			

<input type="checkbox"/>	Rejected – Return to Contractor – Please Revised and Resubmit
<input type="checkbox"/>	Approved (Log, File, do not return to Contractor)

Signature:

Date:



**MARICOPA COUNTY**  
**Department of Transportation**  
 2901 West Durango Street  
 Phoenix, AZ 85009-6357  
 Phone: 602-506-4115 Fax: 602-506-4115

**LETTER OF TRANSMITTAL**

<b>Project:</b> TT0XXX- Project Name	<b>Date:</b> April 24, 2015
<b>Project No:</b> TT0XXX	<b>Job Trans. No:</b> 457

**To:** ADOT  
 1221 N. 21st Ave., Mail Drop 068D  
 Phoenix, AZ 85009-3740

**Attn:** Rehnuma Rahman, P.E.  
**Regarding:** Materials Certification / Exception Report

**We Are Sending:**     Attached    Mail    Hand Delivered    Fax    Email    Under Separate Cover

Letter    Plans and/or Specifications    Sample(s)/Example(s)    Change Order    Test Results

Other  

**Description:**

No Copies

1	Materials Certification / Exception Report

**These Are Transmitted As Marked Below:**

<input checked="" type="checkbox"/> For Your Use / Information	<input type="checkbox"/> Approved As Submitted	<input type="checkbox"/> Resubmit <input type="text" value=""/> copies for approval
<input type="checkbox"/> As Requested	<input type="checkbox"/> Approved As Noted	<input type="checkbox"/> Submit <input type="text" value=""/> copies for distribution
<input type="checkbox"/> For Review and Comment	<input type="checkbox"/> Returned For Corrections	<input type="checkbox"/> Return <input type="text" value=""/> corrected prints
<input type="checkbox"/> For Approval	<input type="checkbox"/> Other: See Comments	<input type="checkbox"/> Provide Test Result(s)

**Comments:**

Contents include: Materials Exception Report, Materials Checklist, Certificates of Compliance, AC, Concrete, Soils, Proctors

**Sent** \_\_\_\_\_ **By:** \_\_\_\_\_

**CopiesTo:** 128.04, 140

**Received By:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**Maricopa County**  
**Department Of Transportation**

2901 West Durango Street  
Phoenix, Arizona 85009  
www.maricopa.gov

May 5, 2015

TO: Rehnuma Rahman, P.E.  
Quality Assurance Engineer  
ADOT Materials Group  
1221 N. 21<sup>st</sup> Avenue  
Phoenix, AZ 85009

FROM: Carlos Lara, P.E.  
Senior Resident Engineer  
Tristar Engineering and Management  
Maricopa County Department of Transportation

RE: MATERIALS CERTIFICATION/EXCEPTION REPORT

PROJECT: Northern Parkway Landscape: Sarival Avenue to Dysart Road  
SZ04801C  
STP-MMA-0(241)D

I certify that I have reviewed the materials reports for the above referenced project. The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and the construction operations controlled by sampling and testing were in conformity with the approved plans and specifications. In addition, all materials sampling and testing was performed in accordance with the Approved LPA Materials Sampling and Testing Plan. Exceptions to the above certification are as follows:

1. Decomposed Granite Samples DG-003, DG007, DG008, DG009 and DG010 failed to meet the required gradations. These samples were allowed to remain in place for two reasons. Upon re-sampling, material represented by Samples DG007, DG008, DG009 and DG010 passed. The results of sample DG-003 were reviewed by the Senior Resident Engineer and the Registered Landscape Architect, and were found to be within substantial conformance to the project requirements.

This Local Public Agency project was administered by MCDOT under ADOT's LPA Section. The Materials Sampling and Testing Plan was prepared by Tristar, as the Construction Administration consultant, utilizing the MCDOT Federal Sampling and Testing Guide which follows ADOT and FHWA requirements. The recommended number of samples to be taken was determined based on estimated plan quantities. The actual number of Acceptance samples

Northern Parkway Landscape - Sarival Ave to Dysart Rd  
MATERIALS CERTIFICATION/EXCEPTION REPORT

shown on the Materials Sampling and Testing Plan represent the number of samples required based on actual in-place quantities and the specified sampling frequencies.

For the Acceptance of Soil Samples, (Structural Backfill, AB-02, Backfill Material, and the Bedding material) the same material was used; therefore the samples of soils taken represented all groups.



---

Carlos R. Lara, P.E.  
Senior Resident Engineer  
Tristar Engineering and Management

Cc: File 103, 128.04, and 128.05

## MATERIALS SAMPLE CHECKLIST

Project Name: TT195 - No. Parkway Landscape - Sarival Ave. to Dysart Rd.

Project No: TT195

Tracs No: SZ04801C

- Note A** One acceptance sample every other day of production. Minimum one IAS per 20 acceptance and one Correlation per 5 acceptance.  
**Note B** Class B and Class S with design compressive strength below 4000 psi - One acceptance sample per 100 CY.  
 Class S with design compressive strength of 4000 psi or greater, one acceptance per 50 CY. Minimum one IAS per 20 acceptance samples.  
**Note C** Class P - Five Samples per lot for acceptance. Minimum one IAS per 20 acceptance samples.  
**Note D** Minimum one acceptance sample per shift. Minimum one IAS per 20 acceptance samples.  
**Note E** One sample per delivery unit. (per PPD No. 8)  
 \* Small quantity, no samples required

ITEM NUMBER	MATERIAL	PLAN QUANTITY	QUANTITY IF VARIES FROM PLAN QUANTITY	UNIT	RECOMMENDED			PROJECT		MCDOT CORR			MCDOT IA	
					ACCP	CORR	IAS	ACCP SAMPLES TAKEN	ACCP SAMPLES TESTED	ACCP	CORR	IAS	ACCP	IAS

### Project Bid Items

202.01012	Remove Tree, Diameter >12"	26		EACH										
205.01250	Grading	1		ALLOW										
212.02000	Remove Asphalt Pavement	76		SQ.YD.										
220.10150	Riprap, D50=6"	20		CU.YD.										
240.01060	Miscellaneous Work (Stabilized Construction Access Road)	396		CU.YD.										
240.01070	Supplemental Erosion Control Maintenance	1		ALLOW										
336.01100	Pavement Replacement, MAG Det. 200, Type A	76		SQ.YD.	1	1		2	2		1	1		
340.01151	Concrete Header	1520		L.FT.										
342.01000	Median Paving (Decorative Brick)	27995		SQ.FT.				6	6					
401.01010	Maintenance and Protection of traffic	1		ALLOW										
401.01020	Furnish And Install Temporary Traffic Control Devices	1		L.SUM										
401.01100	Uniformed Off-Duty Officer	1		ALLOW										
430.01001	Landscape Establishment - One (1) Year	1		L.SUM										
430.01015	Plant - 15 gal	1166		EACH										
430.01021	Shrubs - 1 gal	620		EACH										
430.01022	Accent - 5 gal	1628		EACH										
430.01025	Shrubs - 5 gal	3272		EACH										
430.01034	Ocotillo - 24" Box	58		EACH										
430.01202	Seeding (Class II)	19		ACRE										
430.30000	Decomposed Granite, Dark Brown Color, 2" Thick	8914		SQ.YD.	1	1		2	2		1			1
430.30001	Decomposed Granite, Golden Tan Color, 2" Thick	448488		SQ.YD.	8	2		12	12		3			
430.30002	Decomposed Granite, Golden Tan Color, 4" Thick	10498		SQ.YD.	1			1	1		1			
440.40001	3/4" Class 200 PVC Irrigation Pipe	90061		L.FT.	10			10	10					
440.40002	1" Class 200 PVC Irrigation Pipe	38181		L.FT.	4			4	4					
440.40003	1 1/4" Schedule 40 PVC Irrigation Pipe	1177		L.FT.	1			1	1					
440.40006	2 1/2" Schedule 40 PVC Irrigation Pipe	24459		L.FT.	3			3	3					

**MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION  
MATERIALS CERTIFICATE LOG**

**Project No: TT195**

**Org:  
Resident Engineer:**

- Check Off List**
- 1 - Description of Material    5 - Authorized Signature
  - 2 - Quantity Represented    6 - Test Results (Analysis)
  - 3 - Material Identification    7 - ID Contractor
  - 4 - Compliance Statement    8 - Certificate Acceptable

**TT195 - No. Parkway Landscape - Sarival Ave. to Dysart Rd.**

**File No: 240.01060    Miscellaneous Work (Stabilized Construction Access Road)    Total Material Quantity: 500.00**

Proj Log No	Material	Mat Quantity	Unit	Type of Cert	Mat Receive Date	Mat Verify Date	Inspector	Check Off Items								Mat Remarks
								1	2	3	4	5	6	7	8	
1	Certificate of Compliance	500	SQ.YD.	COC		03/12/14	Rodriguez	Y	Y	Y	Y	Y	N	Y	Y	Certificate of Compliance combined with Cert for Straw Wattle

**File No: 240.01070    Supplemental Erosion Control Maintenance    Total Material Quantity: 2750.00**

Proj Log No	Material	Mat Quantity	Unit	Type of Cert	Mat Receive Date	Mat Verify Date	Inspector	Check Off Items								Mat Remarks
								1	2	3	4	5	6	7	8	
11	High Survivability Fabric 2 ORDERS	1000	SQ.YD.	COC	04/04/14	03/12/14	Clifford	Y	Y	Y	Y	Y	Y	Y	Y	
12	9" Straw Wattles 2 ORDERS	1750	L.FT.	COC	04/04/14	04/04/14	Clifford	Y	Y	Y	Y	Y	N	Y	Y	

**File No: 342.01000    Median Paving (Decorative Brick)    Total Material Quantity: 4580.00**

Proj Log No	Material	Mat Quantity	Unit	Type of Cert	Mat Receive Date	Mat Verify Date	Inspector	Check Off Items								Mat Remarks
								1	2	3	4	5	6	7	8	
13	Mirafi N-Series Geotextile	4500	SQ.YD.	COC	05/29/14	01/26/15	Clifford	Y	Y	Y	Y	Y	N	Y	Y	
76	Black Steel Edging	80	EACH	COC	05/29/14	05/29/14	Clifford	Y	Y	Y	Y	Y	N	Y	Y	Buy America OK

**File No: 401.01010    Maintenance and Protection of traffic    Total Material Quantity:**

Proj Log No	Material	Mat Quantity	Unit	Type of Cert	Mat Receive Date	Mat Verify Date	Inspector	Check Off Items								Mat Remarks
								1	2	3	4	5	6	7	8	
6	Letter of certification for Arrow Board, Message Boards, Class I and II devices, and Attenuator truck			COC		03/12/14	Rodriguez	Y	N	N	Y	Y	N	Y	Y	Letter of Certification per Section 701
7	Letter of certification for Arrow Board, Message Boards, Class I and II devices, and Attenuator truck			COC		03/12/14	Rodriguez	Y	N	N	Y	Y	N	Y	Y	Letter of Certification per Section 701
8	Letter of certification for Arrow Board, Message Boards, Class I and II devices, and Attenuator truck			COC		03/12/14	Rodriguez	Y	N	N	Y	Y	N	Y	Y	Letter of Certification per Section 701
9	Letter of certification for Arrow Board, Message Boards, Class I and II devices, and Attenuator truck			COC		03/12/14	Rodriguez	Y	N	N	Y	Y	N	Y	Y	Letter of Certification per Section 701
10	Letter of certification for Arrow Board, Message Boards, Class I and II devices, and Attenuator truck			COC		03/12/14	Rodriguez	Y	N	N	Y	Y	N	Y	Y	Letter of Certification per Section 701



Quality Testing, LLC  
 175 S. Hamilton Pl, Bldg 6 Suite  
 114  
 Gilbert, Arizona 85233  
 (480) 496-2000 • (480) 496-

## Bituminous Mixture Properties Test Results

QT Log No.	<b>B-1-4584</b>	Material Code	<b>19</b>
Lot No / Sample No	<b>1 - 1</b>	Material Description	<b>19 mm or 3/4" AC</b>
QT Project No	<b>13029.02</b>	Specification	<b>321</b>
Client Project No		Item / Subitem	
Project Name	<b>Northern Landscape</b>	Sample Purpose	<b>QA</b>
TRACS No / Org No		Mix Design No	<b>1361755</b>
Project Manager		Mix Designation	<b>COP 3/4" HV</b>
Sampled By / Date / Time	<b>Dennis Torrez</b>	Supplier / Plant	<b>Cemex</b>
Tested By / Date / Time	<b>Marco Solano</b>	Sampled From	<b>Roadway</b>
Reviewed By / Date	<b>Bill O'Neill</b>	Reference Line	<b>Northern Parkway</b>
		Station / Offset	<b>300+20, 200' LT</b>
		Elevation	<b>--</b>

Remarks

NP / Landscape 300+20, 200' LT (299+65 to 300+35) Asphalt Repair 30" DIP Class 250 15 Tons

<p><b>SIEVE ANALYSIS</b> AASHTO T30</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>SIEVE SIZE (in.) (mm)</th> <th>% PASS</th> <th>SPECS</th> </tr> </thead> <tbody> <tr><td>3"</td><td>75</td><td><b>100</b></td></tr> <tr><td>2 1/2"</td><td>63</td><td><b>100</b></td></tr> <tr><td>2"</td><td>50</td><td><b>100</b></td></tr> <tr><td>1 1/2"</td><td>38</td><td><b>100</b></td></tr> <tr><td>1"</td><td>25</td><td><b>100</b> 100</td></tr> <tr><td>3/4"</td><td>19</td><td><b>98</b> 88-100</td></tr> <tr><td>1/2"</td><td>12.5</td><td><b>91</b> 78-92</td></tr> <tr><td>3/8"</td><td>9.5</td><td><b>81</b> 68-82</td></tr> <tr><td>1/4"</td><td>6.25</td><td><b>66</b></td></tr> <tr><td>#4</td><td>4.75</td><td><b>59</b> 51-65</td></tr> <tr><td>#8</td><td>2.36</td><td><b>42</b> 39-49</td></tr> <tr><td>#10</td><td>2.00</td><td><b>39</b></td></tr> <tr><td>#16</td><td>1.18</td><td><b>32</b></td></tr> <tr><td>#30</td><td>.600</td><td><b>23</b> 19-29</td></tr> <tr><td>#40</td><td>.425</td><td><b>18</b></td></tr> <tr><td>#50</td><td>.300</td><td><b>13</b></td></tr> <tr><td>#100</td><td>.150</td><td><b>8</b></td></tr> <tr><td>#200</td><td>.075</td><td><b>5.6</b> 2.0-6.0</td></tr> </tbody> </table>	SIEVE SIZE (in.) (mm)	% PASS	SPECS	3"	75	<b>100</b>	2 1/2"	63	<b>100</b>	2"	50	<b>100</b>	1 1/2"	38	<b>100</b>	1"	25	<b>100</b> 100	3/4"	19	<b>98</b> 88-100	1/2"	12.5	<b>91</b> 78-92	3/8"	9.5	<b>81</b> 68-82	1/4"	6.25	<b>66</b>	#4	4.75	<b>59</b> 51-65	#8	2.36	<b>42</b> 39-49	#10	2.00	<b>39</b>	#16	1.18	<b>32</b>	#30	.600	<b>23</b> 19-29	#40	.425	<b>18</b>	#50	.300	<b>13</b>	#100	.150	<b>8</b>	#200	.075	<b>5.6</b> 2.0-6.0	<p><b>ASPHALT CONTENT</b> AASHTO T308</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th></th> <th>SPEC</th> </tr> </thead> <tbody> <tr> <td>AC Content, Pb</td> <td><b>5.43</b></td> <td>4.6-5.4</td> </tr> <tr> <td>Calibration Factor</td> <td><b>0.00</b></td> <td></td> </tr> </tbody> </table> <p><b>MAXIMUM DENSITY (RICE)</b> AASHTO T209</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr><td>Weight of Sample in Air, W<sub>m</sub></td><td><b>1052.4</b></td></tr> <tr><td>Volume of Voidless Mix, V<sub>m</sub></td><td><b>426.6</b></td></tr> <tr><td>Maximum SpG, G<sub>mm</sub></td><td><b>2.467</b></td></tr> <tr><td>Maximum Density</td><td><b>153.7</b></td></tr> </tbody> </table> <p><b>MARSHALL COMPACTION</b> AASHTO T245</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th></th> <th>SPEC</th> </tr> </thead> <tbody> <tr> <td>Bulk SpG, G<sub>mb</sub></td> <td><b>2.340</b></td> <td></td> </tr> <tr> <td>Bulk Density</td> <td><b>145.8</b></td> <td></td> </tr> <tr> <td>Stability</td> <td></td> <td></td> </tr> <tr> <td>Flow</td> <td></td> <td></td> </tr> </tbody> </table>			SPEC	AC Content, Pb	<b>5.43</b>	4.6-5.4	Calibration Factor	<b>0.00</b>		Weight of Sample in Air, W <sub>m</sub>	<b>1052.4</b>	Volume of Voidless Mix, V <sub>m</sub>	<b>426.6</b>	Maximum SpG, G <sub>mm</sub>	<b>2.467</b>	Maximum Density	<b>153.7</b>			SPEC	Bulk SpG, G <sub>mb</sub>	<b>2.340</b>		Bulk Density	<b>145.8</b>		Stability			Flow			<p><b>ADMIXTURE PROPERTIES</b></p> <p>Admixture Type: <input type="text"/></p> <p>% Mineral Admixture by Weight, P<sub>ad</sub> <input type="text"/></p> <p>% Aggregate (w/o Admixture), P<sub>a</sub> <input type="text"/></p> <p>% Asphalt Absorption, P<sub>ba</sub> <input type="text"/></p> <p><b>VOLUMETRIC ANALYSIS</b> AASHTO T269</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th></th> <th>SPEC</th> </tr> </thead> <tbody> <tr> <td>G<sub>mb</sub> @ N<sub>Design</sub></td> <td><input type="text"/></td> <td></td> </tr> <tr> <td>% MA in Mix, P<sub>ma</sub></td> <td><input type="text"/></td> <td></td> </tr> <tr> <td>% Admixture in Mix, P<sub>mx</sub></td> <td><input type="text"/></td> <td></td> </tr> <tr> <td>Volume of Aggregate, V<sub>ag</sub></td> <td><input type="text"/></td> <td></td> </tr> <tr> <td>Volume of Admixture, V<sub>mx</sub></td> <td><input type="text"/></td> <td></td> </tr> <tr> <td>% Effective AC, P<sub>be</sub></td> <td><input type="text"/></td> <td></td> </tr> <tr> <td>Volume of Eff. Asphalt, V<sub>be</sub></td> <td><input type="text"/></td> <td></td> </tr> <tr> <td>Voids in MA, V<sub>MA</sub></td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> <tr> <td>Effective Voids, EV</td> <td><b>5.1</b></td> <td>2.8-6.2</td> </tr> <tr> <td>% Voids Filled, VF</td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> </tbody> </table>			SPEC	G <sub>mb</sub> @ N <sub>Design</sub>	<input type="text"/>		% MA in Mix, P <sub>ma</sub>	<input type="text"/>		% Admixture in Mix, P <sub>mx</sub>	<input type="text"/>		Volume of Aggregate, V <sub>ag</sub>	<input type="text"/>		Volume of Admixture, V <sub>mx</sub>	<input type="text"/>		% Effective AC, P <sub>be</sub>	<input type="text"/>		Volume of Eff. Asphalt, V <sub>be</sub>	<input type="text"/>		Voids in MA, V <sub>MA</sub>	<input type="text"/>	<input type="text"/>	Effective Voids, EV	<b>5.1</b>	2.8-6.2	% Voids Filled, VF	<input type="text"/>	<input type="text"/>
SIEVE SIZE (in.) (mm)	% PASS	SPECS																																																																																																																										
3"	75	<b>100</b>																																																																																																																										
2 1/2"	63	<b>100</b>																																																																																																																										
2"	50	<b>100</b>																																																																																																																										
1 1/2"	38	<b>100</b>																																																																																																																										
1"	25	<b>100</b> 100																																																																																																																										
3/4"	19	<b>98</b> 88-100																																																																																																																										
1/2"	12.5	<b>91</b> 78-92																																																																																																																										
3/8"	9.5	<b>81</b> 68-82																																																																																																																										
1/4"	6.25	<b>66</b>																																																																																																																										
#4	4.75	<b>59</b> 51-65																																																																																																																										
#8	2.36	<b>42</b> 39-49																																																																																																																										
#10	2.00	<b>39</b>																																																																																																																										
#16	1.18	<b>32</b>																																																																																																																										
#30	.600	<b>23</b> 19-29																																																																																																																										
#40	.425	<b>18</b>																																																																																																																										
#50	.300	<b>13</b>																																																																																																																										
#100	.150	<b>8</b>																																																																																																																										
#200	.075	<b>5.6</b> 2.0-6.0																																																																																																																										
		SPEC																																																																																																																										
AC Content, Pb	<b>5.43</b>	4.6-5.4																																																																																																																										
Calibration Factor	<b>0.00</b>																																																																																																																											
Weight of Sample in Air, W <sub>m</sub>	<b>1052.4</b>																																																																																																																											
Volume of Voidless Mix, V <sub>m</sub>	<b>426.6</b>																																																																																																																											
Maximum SpG, G <sub>mm</sub>	<b>2.467</b>																																																																																																																											
Maximum Density	<b>153.7</b>																																																																																																																											
		SPEC																																																																																																																										
Bulk SpG, G <sub>mb</sub>	<b>2.340</b>																																																																																																																											
Bulk Density	<b>145.8</b>																																																																																																																											
Stability																																																																																																																												
Flow																																																																																																																												
		SPEC																																																																																																																										
G <sub>mb</sub> @ N <sub>Design</sub>	<input type="text"/>																																																																																																																											
% MA in Mix, P <sub>ma</sub>	<input type="text"/>																																																																																																																											
% Admixture in Mix, P <sub>mx</sub>	<input type="text"/>																																																																																																																											
Volume of Aggregate, V <sub>ag</sub>	<input type="text"/>																																																																																																																											
Volume of Admixture, V <sub>mx</sub>	<input type="text"/>																																																																																																																											
% Effective AC, P <sub>be</sub>	<input type="text"/>																																																																																																																											
Volume of Eff. Asphalt, V <sub>be</sub>	<input type="text"/>																																																																																																																											
Voids in MA, V <sub>MA</sub>	<input type="text"/>	<input type="text"/>																																																																																																																										
Effective Voids, EV	<b>5.1</b>	2.8-6.2																																																																																																																										
% Voids Filled, VF	<input type="text"/>	<input type="text"/>																																																																																																																										
<p><b>SPECIFIC GRAVITIES</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr><td>Coarse Aggregate, G<sub>c</sub></td><td><input type="text"/></td></tr> <tr><td>Fine Aggregate, G<sub>f</sub></td><td><input type="text"/></td></tr> <tr><td>Combined Bulk, G<sub>sb</sub></td><td><input type="text"/></td></tr> <tr><td>Asphalt, G<sub>b</sub></td><td><input type="text"/></td></tr> <tr><td>Mineral Admixture, G<sub>ad</sub></td><td><input type="text"/></td></tr> <tr><td>Effective of Agg, G<sub>se</sub></td><td><input type="text"/></td></tr> </tbody> </table>	Coarse Aggregate, G <sub>c</sub>	<input type="text"/>	Fine Aggregate, G <sub>f</sub>	<input type="text"/>	Combined Bulk, G <sub>sb</sub>	<input type="text"/>	Asphalt, G <sub>b</sub>	<input type="text"/>	Mineral Admixture, G <sub>ad</sub>	<input type="text"/>	Effective of Agg, G <sub>se</sub>	<input type="text"/>	<p><b>GYRATORY COMPACTION</b> AASHTO T312</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th></th> <th>SPEC</th> </tr> </thead> <tbody> <tr> <td>Bulk SpG, G<sub>mb</sub> @ N<sub>Max</sub></td> <td><input type="text"/></td> <td></td> </tr> <tr> <td>Relative Density (to G<sub>mm</sub>): @ N<sub>Initial</sub></td> <td><input type="text"/></td> <td></td> </tr> <tr> <td>@ N<sub>Design</sub></td> <td><b>0.0</b></td> <td></td> </tr> <tr> <td>@ N<sub>Max</sub></td> <td><b>0.0</b></td> <td></td> </tr> </tbody> </table>			SPEC	Bulk SpG, G <sub>mb</sub> @ N <sub>Max</sub>	<input type="text"/>		Relative Density (to G <sub>mm</sub> ): @ N <sub>Initial</sub>	<input type="text"/>		@ N <sub>Design</sub>	<b>0.0</b>		@ N <sub>Max</sub>	<b>0.0</b>		<p>THE SERVICES REFERRED TO HEREIN WERE PERFORMED IN ACCORDANCE WITH THE ASTM / AASHTO OR OTHER LOCAL STANDARD AS APPLICABLE FOR THE PROJECT. THESE RESULTS RELATE ONLY TO THE CONDITIONS OBSERVED OR THE SAMPLE(S) TESTED AS REFERENCED. QUALITY TESTING, LLC MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED.</p>																																																																																															
Coarse Aggregate, G <sub>c</sub>	<input type="text"/>																																																																																																																											
Fine Aggregate, G <sub>f</sub>	<input type="text"/>																																																																																																																											
Combined Bulk, G <sub>sb</sub>	<input type="text"/>																																																																																																																											
Asphalt, G <sub>b</sub>	<input type="text"/>																																																																																																																											
Mineral Admixture, G <sub>ad</sub>	<input type="text"/>																																																																																																																											
Effective of Agg, G <sub>se</sub>	<input type="text"/>																																																																																																																											
		SPEC																																																																																																																										
Bulk SpG, G <sub>mb</sub> @ N <sub>Max</sub>	<input type="text"/>																																																																																																																											
Relative Density (to G <sub>mm</sub> ): @ N <sub>Initial</sub>	<input type="text"/>																																																																																																																											
@ N <sub>Design</sub>	<b>0.0</b>																																																																																																																											
@ N <sub>Max</sub>	<b>0.0</b>																																																																																																																											





## PROJECT SUMMARY

### PROCTOR AND GRADATION SUMMARY

QT Project No	13029.02	Date of Report	06-May-15
Client			
Client Project No			
Project No	TT195		
Project Name	Northern Parkway Landscape		

#### AB2 : Aggregate Base(Class 2)

QT Log No	Sample No	Sample Date	Material Source	Sample Location	Remarks Tested By	Proctor Info	Max Den	Spec Grav	% Opt Moist																	PI	pH	Resi			
										USCS	3"	2 1/2"	2"	1 1/2"	1"	3/4"	1/2"	3/8"	1/4"	#4	#8	#10	#16	#30	#40				#50	#100	#200
S-1-9604	AB2-1	05/07/14	Super Lite Block	Sarival Rd. 38+50	Split W/MCDOT Marco Solano	225 D	121.1 13.3			100	90	100	100	100	97	83	67	60	52	47	38	36	31	22	18	14	10	7.0	0	0	
															Pass	Pass					Pass						Pass	Pass			

#### BD : Bedding Material

QT Log No	Sample No	Sample Date	Material Source	Sample Location	Remarks Tested By	Proctor Info	Max Den	Spec Grav	% Opt Moist																	PI	pH	Resi			
										USCS	3"	2 1/2"	2"	1 1/2"	1"	3/4"	1/2"	3/8"	1/4"	#4	#8	#10	#16	#30	#40				#50	#100	#200
S-1-9428	BD-1	02/14/14	Stockpile	-- --	Split W/MCDOT pH spec for "Metal Pipe" Marco Solano	245 D	131.5 8.2	2.697		100	90	100	100	100	99	84	69	62	55	51	44	42	35	24	17	12	7	4.8	0	8	5636
															Pass	Pass					Pass						Pass	Pass	Pass	Pass	

#### FA : Fine Aggregate

QT Log No	Sample No	Sample Date	Material Source	Sample Location	Remarks Tested By	Proctor Info	Max Den	Spec Grav	% Opt Moist																	PI	pH	Resi			
										USCS	3"	2 1/2"	2"	1 1/2"	1"	3/4"	1/2"	3/8"	1/4"	#4	#8	#10	#16	#30	#40				#50	#100	#200
S-1-9597	FA-1	05/07/14	Legacy Sand	-- 40+00	Median paver leveling sand. MCDOT Correlation Marco Solano					100	95	100	100	100	100	100	100	100	100	100	87	84	70	43	29	16	4	1.6			
															Pass	Pass					Pass						Pass	Pass	Pass		

MCDOT Closeout Checklist for Construction Contracts



TT#	Project No.	Project Name and Temini	Completed (Initial)	Does Not Apply
	Document	Brief Description		
MCDOT Construction	Final Inspection and Letter of Substantial Completion	Verify completion of work and construction quality; communicate additional work requirements (punch list) to the contractor.		
	Pay Estimate (with final quantity adjustments)	Include "Final" for last payment with adjustment of quantities. If the contract has continuing items (e.g. landscape establishment) use "Final (except bid item . . .)".		
	Pay Item Overrun and Underrun Explanation	This report includes all bid items that vary from estimated quantity, and includes the quantity and cost difference. An explanation is required for a variance of 10% or more, or dollar amounts over \$15,000.		
	Final Quantity Adjustment Change Order	This document compares as-built and bid quantities. Serves as change order for final contract amount.		
	Escrow or Retention Released	MCDOT sent release to bank for escrow, or Pay Estimate processed for retention.		
	Completion Report	Summary of project, summary of change orders, recommending acceptance, SBE Participation Summary, sealed and signed by the Resident Engineer.		
	Record Drawings	"Record Drawings - as-built" with Engineers seal and signature on cover sheet.		
	Materials Testing Plan	Materials testing plan showing the original plan and the actual testing done, signed by the Engineer.		
	Photo and Video Logs	All photos and video logs taken before, during and after completion of project submitted to MCDOT.		
	Project Files	Hard-copy files are complete and sorted properly. Transfer electronic files to the appropriate hard disc location and/or placed on a CD in hard-copy files.		
	Survey Monuments	Location and data for new or relocated monuments have been sent to MCDOT or FCD Survey Chief.		
	Shop Drawings & O&M Manuals	Submittals, O&M manuals, instructions submitted to MCDOT; also, if required by the contract: spare parts for signals, irrigation systems, salvage items, etc.		
	Load Tickets	Sorted, bound, and labeled by lots/dates.		
Federal Aid Projects	Final Inspection	MCDOT PM, ADOT LPA Certification Acceptance Coordinator, ADOT UPM PM and FHWA Coordinator invited to final inspection.		
	Notification to ADOT LPA Certification Acceptance Coordinator/FHWA	Copy of Final Acceptance letter sent to MCDOT Federal Aid Coordinator (who will file and forward to ADOT/FHWA Coordinator for Payment).		
	Labor Documentation Summary	Summary of conformance to labor standards: includes employee interviews, payroll certifications, and evidence of restitution if there were underpaid employees.		
	Materials Final Closeout	A final materials closeout report requiring ADOT's Materials Group approval.		
	Record Drawings	"Record Drawings - as-built" with Engineers seal and signature on cover sheet provided to MCDOT Federal-Aid Coordinator.		
	On Job Training Closeout	Training hours report and form must be provided to the MCDOT Federal-Aid coordinator.		
	Buy America	Buy America checklist for materials certifications must be provided to the MCDOT Federal-Aid Coordinator.		
TCE's and IGA's	IGA No.	Conditions specified in IGA has been satisfied.		
	TCE No.	Conditions specified in TCE has been satisfied.		
	Final Invoice to Partners	All cost-sharing partners have been invoiced for their final/total share of the project.		
Permits	Environmental Assessment	Mitigation measures completed according to EA. If exceptions, attach details.		
	SWPPP	Requirements have been completed and the contractor has sent the Notice of Termination sent to ADEQ or EPA (required for Indian Community land).		
	ADOT Access Permit	Permits requirements for working within ADOT R/W have been satisfied and the "Permit Closing" letter returned.		
	Corps of Engineers 404 Permit	Requirements satisfied and letter sent to COE closing the permit.		
	EPA Clean Water Act 401 Certification	Requirements have been satisfied.		
	City and Utility Permits	Applies where contractor must acquire a permit from a utility or city, as specified in the contract, and all permit requirements have been satisfied.		
	MCDOT Utility Permits	Applies where MCDOT consultant is responsible for permit inspection of utility company work within project limits; permits returned to MCDOT.		
	MCDOT ROW Permit	Permit form "Start/Completion/Emergency Notice" needs to be closed.		
Contractor	Consent of Surety	Provided by the contractor - signed by the authorized representative of the Surety with General Power of Attorney attached.		
	Affidavit	Completed and signed by the contractor.		
	Final SBE Report	Must show final amounts paid to these contractors		
	Reviewed and Accepted	Chief Construction Engineer		Date

## Change Order Approval Process for Local Public Agency Projects

December 12, 2017

The change order approval process below applies to Local Public Agencies (LPAs) in the Certification Acceptance (CA) Program.

**For non-CA LPAs:** ADOT will administer the contract in accordance with ADOT's 2008 Standard Specifications for Road and Bridge Construction, sub-section 109.04 – Adjustment in the Contract price. The guidelines outlined in the ADOT Construction Manual will be followed for the different types of change orders (supplemental agreements) and approval authority. (<http://azdot.gov/business/engineering-and-construction/construction-and-materials/manuals/ConstructionManual>)

**For CA Agencies (Certification Acceptance):** A Change Order (CO) is a contract document generated during construction phase to change contract requirements to address either a change in cost, time, and specifications on Federal aid projects. When an agreement cannot be reached on cost, Force Account work is initiated and the Contractor is compensated for extra work based on the actual hours worked, equipment, and materials used. Force Account is a type of change order.

The Change Order will be authorized or initiated to:

- Change the contract scope of work.
- Create new pay items, increase or decrease existing pay items or quantities.
- Change Plans and/or Specifications.
- Add or decrease contract time.

Major Change Order as defined by ADOT:

- Alters the scope of the work. (Deviation from Project Assessment (PA) or Design Concept Report (DCR)).
- Work is outside the limits of the environmental clearance and outside the project limits (need new R/W).
- Modifies any major item of work (as defined in Section 101.02 and 104.02 of ADOT's Standard Specifications for Road and Bridge Construction). Is increased by more than 125% or decreased below 75% of the original quantity.
- Changes the total contract value by 5% of the original contract.

Major Change Order as defined by FHWA:

- On NHS Projects. (FHWA approves major CO; on non-NHS projects the CA notifies ADOT of major CO).
- Major changes of scope. (Deviation from Project Assessment (PA) or Design Concept Report (DCR)).
- Work outside the project limits or outside environmental clearance limits
- An increase of over \$1 million to the project.
- An increase of 20% or more to the project.

The CA agencies are required to follow the approval process outlined below prior to authorizing or executing a change order:

Document Type	Change of...	Used when...	Approval		
			CA	ADOT D.E.	FHWA
<b>Change Orders:</b>	Work (Cost)	Change is minor and (equal to or less than \$75,000 or 10% of contract amount, whichever is lesser).	Yes	N/A	N/A
	Work (Cost) and / or	Contract unit prices or new agreed upon prices are used. (Greater than \$75,000 or 10% of the contract amount, whichever is greater).	Yes	Notify	*Yes
					No
	Time Extension	Cumulatively time extensions of 20 working days (or 30 calendar days) is added to the contract.	Yes	Notify	*Yes
No					
Plans or Specifications	Major plan revisions or specifications changes.	Yes	Concur	N/A	
<b>Force Account:</b>	Work (Cost)	An agreement can not be reached on cost. (equal to or less than \$75,000 or 10% of contract amount, whichever is lesser).	Yes	N/A	N/A
		An agreement can not be reached on cost. (Greater than \$75,000 or 10% of contract amount, whichever is greater).	Yes	Notify	N/A

\* FHWA will review and approve significant major change orders on Projects of Division Interest (PoDI) for eligibility of reimbursement. If the project is not a PoDI, then only ADOT notification is required.

Requirements:

- Change orders with back up documentations (engineer cost analysis, contractor cost estimate, plans & special provisions changes (if any) and approval by the CA's designated engineer) shall be sent to the ADOT District Engineer or his/her designee for prior concurrence, instead of the ADOT Project Manager (PM). The District Engineer will review and concur/notify within TWO business days by email. Once the completed change order is finalized, a copy of the finalized change order shall be sent to the ADOT PM and ADOT District for their records by the CA agency.
- FHWA requires 10 business days to give prior approval to any change order if their approval is warranted as per the table above. The ADOT District Engineer or designee will forward the change order with its supporting documents to FHWA, by email, after the two business days allotted for ADOT review and concurrence.
- When a time extension CO is compensatory, then the compensatory costs for contractor's field and office overhead needs to be concurred by the ADOT State Engineer for the Construction & Material Group.
- The CA Agencies can use any approved national standards that are approved and adopted by FHWA, such as ADOT, MAG, and PAG. However, if there are undefined rules/specifications, topics, issues and threshold limits that are not covered in the other approved standards, then ADOT approved specifications shall prevail.
- Letter of Agreements (LOA) CO work as per ADOT standard specification 109.04, can be used only on major projects and as long as it is part of the contract special provisions. The LOA is not to be used to change, add or delete plans or a specification, or to add time.



Infrastructure Delivery and Operations

Douglas A. Ducey, Governor  
John S. Halikowski, Director  
Dallas Hammit, State Engineer  
Steve Boschen, Division Director

1221 N 21<sup>st</sup> Ave.  
Phoenix, AZ 85009

July 9, 2018

Alana Lewicki, PE  
Construction Engineer Sr.  
Permits, Construction & Inspection Division  
Maricopa County Department of Transportation  
2901 West Durango Street  
Phoenix, AZ 85009

Project No: **CM-MMA-0(253)D / SZ12601C**  
**MCDOT CAREFREE HIGHWAY AREA**  
**Low Volume Road**

Dear Ms. Lewicki:

The Materials Certification/Exception Report submitted for the above referenced project meets the ADOT Quality Assurance requirement for the Local Public Agency's Final Material Certification.

Sincerely yours,

---

Rehnuma T. Rahman, P.E.  
Quality Assurance Engineer

c: Project Management Group  
QA LPA Project Files



350 West Washington St.  
Tempe, AZ 85281  
Main: 480-966 8295  
Fax: 480-966-9234

July 03, 2018

[www.wsp.com](http://www.wsp.com)

TO: Rehnuma Rahman, P.E.  
Quality Assurance Engineer  
ADOT Materials Group  
1221 N. 21<sup>st</sup> Avenue  
Phoenix, AZ 85009

FROM: John Smith, PE  
Senior Resident Engineer  
Maricopa County Department of Transportation

RE: Materials Certification / Exception Report

PROJECT: MCDOT Carefree Highway Area Low Volume Road  
TTOXXX  
CM-MMA-0(XXX)D / SZXXX 01C

I certify that I have reviewed the materials reports for the above referenced project. The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and the construction operations controlled by sampling and testing were in conformity with the approved plans and specification. In addition, all materials sampling and testing was performed in accordance with the Approved LPA Materials Sampling and Testing Plan. Exceptions to the above are as follows:

- 1) SUBGRADE PREPARATION - IA samples for sub grade were not completed. The lab was scheduled yet due to work load did not complete the IA testing
- 2) AGGREGATE BASE COURSE – IA compaction was not completed, due to work load, a second tester was unable to complete the testing. Placement of the material grading and compaction was completed in two days during the 2017 Christmas – New Year holiday week
- 3) AGGREGATE BASE COURSE – IA Plasticity Index. The Quality Acceptance test indicated a PI of 3. The IA sample test indicated a PI of 13. The Quality Control sample in the area was a PI of 1. In discussion with the IA lab, it was determined that the IA sample was miss tested and the lab is doing a quality review of their processes. The QA sample was accepted.
- 4) ASPHALTIC CONCRETE PAVEMENT – IA samples for thickness and In-Place voids were not completed. The cores taken resulted in deficiencies and an additional 5 cores were taken for averages in determining final status. These five cores correlated to the initial cores. The lab concluded that these additional 5 cores would be considered a satisfactory correlation to the QA samples.

- 5) ASPHALTIC CONCRETE PAVEMENT – Eight cores were sampled for in-place voids. Five of the eight were outside the target range. Additional cores were taken per requirements. The resulting average of the cores improved the results yet resulted in four of the samples in penalty status. The material was left in place with penalty applied.

The Local Public Agency project was administered by MCDOT under Full FHWA Oversight. WSP was under contract to MCDOT to perform the Construction Administration. The Materials Sampling and Testing Plan was prepared jointly by MCDOT and WSP. Utilizing the MCDOT Federal Sampling and Testing Guide which follows ADOT and FHWA requirements. The Materials Sampling and Testing Plan was approved by FHWA on December 02, 2016. The recommended number of samples to be taken were determined based on estimated plan quantities. The actual number of Acceptance samples shown on the Materials Sampling and Testing Plan represents the number of samples required based on actual in-place quantities and the specified sampling frequencies.

The Maricopa County Department of Transportation Project Engineer is  
Alana Lewicki  
Construction Engineer Sr.  
Permits, Construction & Inspection Division  
2901 West Durango Street  
Phoenix, AZ 85009

Senior Resident Engineer



## SAMPLING AND TESTING PLAN FOR FEDERAL FUNDED PROJECT

MCDOT MATERIALS LAB

<b>MCDOT PROJECT NO.:</b>	TT0457
<b>PROJECT NAME:</b>	TT0457—CAREFREE HIGHWAY AREA LVR
<b>PROJECT LOCATION:</b>	Carefree Highway and 10 <sup>th</sup> Street
<b>FEDERAL AID NO.:</b>	CM - MMA - 0 (XXX) D
<b>ADOT TRACS NO.:</b>	SZXXX 01C
<b>MAG NO.:</b>	

<b>Prepared by:</b>		John Shi, PE	
<b>Initial Preparation Date:</b>	11-30-2016	<b>Signature:</b>	<i>John Shi</i>
<b>First Revision Date:</b>		<b>Signature:</b>	
<b>Second Revision Date:</b>		<b>Signature:</b>	

<b>Approved by:</b>		John Shi, P.E.	
<b>Date:</b>	11-30-2016	<b>Signature:</b>	<i>John Shi</i>

Testing Laboratory Assignment

Acceptance Testing Laboratory:	MCDOT Lab
Independent Assurance testing Laboratory:	MCDOT Lab

Laboratory Relationship to MCDOT:

Not applicable.



MARICOPA COUNTY  
DEPARTMENT OF TRANSPORTATION  
MATERIALS TECHNOLOGY BRANCH

SAMPLING AND TESTING PLAN  
MCDOT PROJECT TT0457—CAREFREE HIGHWAY AREA LOW VOLUME ROADS

<b>PAVING</b>								
Material Tested	Sampling/Testing Point	Test Method	Minimum Sampling Frequency	Estimated Quantity	Number of Tests Required		Number of Tests Completed	
					Acceptance	IA	Acceptance	IA
<b>Subgrade Preparation (301.01000):</b>								
Max Density (Proctor)	Placement Location	AASHTO T99 Method A	One per soil type	14,918 SY	1	1	3	
Sieve Analysis	Placement Location	AASHTO T27 & T11	One per soil type	14,918 SY	1	1	3	
Plasticity Index	Placement Location	AASHTO T89 & T90	One per soil type	14,918 SY	1	1	3	
Soils Classification	Placement Location	ASTM D2487	One per soil type	14,918 SY	1	1	3	
Compaction	Placement Location (after comp.)	AASHTO T191, T217 or T310	1 per 500 LF, per lift	14,918 SY	10	1	10	1
<b>Aggregate Base Course (310.03150):</b>								
Max Density (Proctor)	Plant	AASHTO T99 Method A	At start of production	1866 Tons	2	1	2	1
Sieve Analysis	On-site Windrow	AASHTO T27 & T11	One per 2000 tons	1866 Tons	2	1	2	1
Plasticity Index	On-site Windrow	AASHTO T89 & T90	One per 2000 tons	1866 Tons	2	1	2	1
Fractured Faces	On-site Windrow	ASTM D5821	One per 2000 tons	1866 Tons	2	1	2	1
Compaction	Placement Location (after comp.)	AASHTO T191, T217 or T310	1 per 1000 LF, per lift		5	1	10	

Note: 14,918 SY of subgrade preparation is converted to 4,795 LF. Number of tests on subgrade may be reduced due to very rocky condition.

## PAVING

Material Tested	Sampling/Testing Point	Test Method	Minimum Sampling Frequency	Estimated Quantity	Number of Tests Required		Number of Tests Completed	
					Acceptance	IA	Acceptance	IA
<b>Asphalt Concrete Pavement (321.00200):</b>								
Lab Bulk Density	On-site (plate)	AASHTO T312 or T245, & T166	One per 1000 tons	1,033 Tons	2	1	2	1
Rice Density	On-site (plate)	AASHTO T209	One per 1000 tons	1,033 Tons	2	1	2	1
Asphalt Content	On-site (plate)	AASHTO T308 (ignition)	One per 1000 tons	1,033 Tons	2	1	2	1
Agg Gradation	On-site (plate)	AASHTO T27 & T11	One per 1000 tons	1,033 Tons	2	1	2	1
Uncompacted Voids	Cold feed or Burn-off residual	AASHTO T304	Specified by Engineer	1,033 Tons			2	1
Voids(Lab Sample)	Lab Density Sample	AASHTO T269 or T275	One per 1000 tons	1,033 Tons	2	1	2	1
Thickness	On-site (core)	ASTM D-3549	One per 1000 LF, per lane, per lift	8,000LF	8	1	8+5re	
In-Place Air Voids	On-site (core)	AASHTO T269 or T275	One per 1000 LF, per lane per lift	8,000LF	8	1	8	

Note: Total lane lineal footage is about 8,000 LF.

STRUCTURES AND CONCRETE								
Material Tested	Sampling/Testing Point	Test Method	Minimum Sampling Frequency	Estimated Quantity	Number of Tests Required		Number of Tests Completed	
					Acceptance	IA	Acceptance	IA
<b>Concrete, Curb, Gutter (340.01120), Driveway Entrance (340.01410), Spillway, Inlet and Outlet(340.02551-3):</b>								
Compressive Strength	On Site	ASTM C172, C31, C39	One per 50 cy	190CY	4	1	5	1
Slump	On Site	ASTM C172, C143	One per 50 cy	190CY	4	1	5	1
Temperature	On Site	ASTM C172, C1064	One per 50 cy	190CY	4	1	5	1

Concrete curb and gutter (90CY), Spillway Inlet and Outlet (<100CY), Driveway Entrans (small quantity), using MAG Class B.

STRUCTURES AND CONCRETE								
Material Tested	Sampling/Testing Point	Test Method	Minimum Sampling Frequency	Estimated Quantity	Number of Tests Required		Number of Tests Completed	
					Acceptance	IA	Acceptance	IA
<b>Structural Concrete (505.17002, 505.17014, 523.75348)</b>								
Compressive Strength	Discharge Chute on Site	ASTM C172, C31 & C39	One per 50 cy	95CY	3	1	4	1
Slump	Discharge Chute on Site	ASTM C172, C143	One per 50 cy	95CY	3	1	4	1
Temperature	Discharge Chute on Site	ASTM C172, C1064	One per 50 cy	95CY	3	1	4	1

Note: Cut-off walls (45CY) and headwalls (<50CY) of MAG Class A Concrete. May need three concrete pours.

PIPE BACKFILL (SLURRY) (ABC)				ACCEPTANCE	
SIEVE				1	
PI		60" PIPE 159 LNET		1	
		60" PIPE 159 LNET			



**MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION  
MATERIALS CERTIFICATE LOG**

<b>Project No. and Name</b>	TT0457-CAREFREE HIGHWAY AREA LVR	<b>Contractor:</b>	J BANIKI CONSTRUCTION INC	<b>Sheet</b>	1	<b>of</b>	2
-----------------------------	----------------------------------	--------------------	---------------------------	--------------	---	-----------	---

Description/Identification of Material	Type of Cert. Req'd	Date Cert. Rec'd	Check List						Date Material Checked Against Cert.	Cert. Acceptable (Y/N)	Inspector	Comments
			Description of Material	Quantity Represented	Matl. Identification	Compliance Statement	Auth. Signature/Date	Test Results (Cert of Analysis)				
107 – Straw Wattles	CC	11/02/17	X	X	X	X	X		11/02/17	Y	R.Winrow	25'x9" Wheat straw wattles
107 – Silt Fence	CC	11/02/17	X	X	X	X	X		11/02/17	Y	R.Winrow	Wire backed woven silt fence
220 – Rip Rap Geotextile Fabric	CC	09/19/17	X	X	X	X	X		12/20/17	Y	R.Winrow	Propex GEOTEX 801 nonwoven geotextile
321.00200 – PG70-10 Paving Asphalt	CA	12/20/17	X	X	X	X	X	X	12/23/17	Y	R Winrow	Western Refining
Hydrated Lime (Asphaltic Concrete)	CA	12/20/17	X	X	X	X	X	X	12/23/17		R Winrow	Lhorst
340.02552 – Embankment Spillway – Wire Mesh	CC	01/04/18	X	X	X	X	X		01/04/18	Y	R.Winrow	6x6 W1.4 Wire Mesh 7'x20'
430.01201 – Hydro Seeding – Native Seed Mix	CC	09/19/17	X	X	X	X	X	X	01/08/18	Y	R.Winrow	Seed Test and Analysis
464.02000 – Perforated Sign Post	CC	01/15/18	X	X	X	X	X		01/15/18		R.Winrow	Interwest
464.020001 – Perforated Sign Post Foundation, Dtl 2058	CC	01/15/18	X	X	X	X	X		01/15/18		R.Winrow	Interwest
465.01002 – Flat Sheet Aluminum Sign Panel, High Intensity Grade	CC	01/15/18	X	X	X	X	X		01/15/18		R.Winrow	Interwest
465.01003 – Flat Sheet Aluminum Sign Panel, Diamond Grade	CC	01/15/18	X	X	X	X	X		01/15/18		R.Winrow	Interwest
618.20342 – 60" RGRCP, Class III	CC	11/16/17	X	X	X	X	X		11/21/17		R Winrow	Rinker Materials
Concrete Curing Compound	CC	12/18/17	X	X	X	X	X	X	12/20/17		R.Winrow	1328 Clear, Type I, Class A green tag H884101C Lab 17 383992 lot 7GL-130
Reinforcing Rebar	CC	01/04/18	X	X	X	X	X		01/04/18	Y	R.Winrow	#4 Grade Reinforcing Rebar; Heat No. 4058382



**MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION  
MATERIALS CERTIFICATE LOG**

<b>Project No. and Name</b>	TT0457-CAREFREE HIGHWAY AREA LVR	<b>Contractor:</b>	J BANIKI CONSTRUCTION INC	<b>Sheet</b>	2	<b>of</b>	2
-----------------------------	----------------------------------	--------------------	---------------------------	--------------	---	-----------	---

Description/Identification of Material	Type of Cert. Req'd	Date Cert. Rec'd	Check List						Date Material Checked Against Cert.	Cert. Acceptable (Y/N)	Inspector	Comments
			Description of Material	Quantity Represented	Matl. Identification	Compliance Statement	Auth. Signature/Date	Test Results (Cert of Analysis)				
Seed	CC/CA	09/19/17	X	X	X	X	X	X	09/26/17	Y	R Winrow	
16-20-0 Fertilizer	CC	09/19/17	X	X	X	X	X		09/26/17	Y	R Winrow	
Woodfiber Mulch	CC	09/19/17	X	X	X	X	X		09/26/17	Y	R Winrow	
Tackifier	CC	09/19/17	X	X	X	X	X		09/26/17	Y	R Winrow	
Filter Fabric	CC	09/19/17	X	X	X	X	X		09/26/17	Y	R Winrow	

Resident Engineer: \_\_\_\_\_  
Signature

Date: 07/03/18

Note: CC= Certificate of Compliance; CA = Certificate of Analysis

August 15, 2019

Mr. John Smith  
Contractor

**Re: TTOXXX, SZ0XX01C/STP-MMA-0(XXX)F  
Project Name**

**Subject: Certified Payroll Letter of Intent**

Dear John:

Below is a list of Certified Payrolls that are in need of corrections through July 2019. In accordance with Section 109.06 (C) of the Special Provisions, \$2,500.00 will be retained per payroll from the upcoming monthly progress payment for each payroll that is missing or incorrect within 10 days of this notification which is August 26, 2019.

Once withholding has been made, for each payroll that is completed and corrected within 90 days from this notification, MCDOT will release the \$2,500. For each payroll that is not acceptable after this 90 day time frame, MCDOT will only release \$2,000 of the \$2,500 retained.

Company	P/R#	Week Ending	Comments	90 Days
Munoz Trucking	1	4/19/19	Need proof of payment	8/12/19
Roadway Electric	14	7/21/19	Roberto Sanchez was interviewed on 7-19 installing pull boxes, payroll shows conduit installer. Juan Camacho interviewed on 7-19 installing ITS pull boxes with JD 310SJ Backhoe correct both and make up wages if applicable.	11/13/19
Pavement Marking	24	7/14/19	Upload EAD for Cody Shepard	11/13/19
Brightview	1	4/7/19	Payrolls rejected per subcontractor's request to correct FA	11/13/19
Landscaping	2	4/14/19	hours	
Heritage Trucking	1	7/27/19	K. Minter and S. Ramirez interviewed on 7-24, no hrs on payroll	11/13/19

**Total of Notifications -\$15,000**

If you have any questions, please feel free to contact our office at (XXX) XXX-XXXX.

Sincerely,

Jane Doe, P.E.  
Senior Resident Engineer