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## CHAPTER 12: RECORDS AND REPORTS

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## CHAPTER 12: RECORDS AND REPORTS

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1211-11 CONSULTANT FIELD OFFICES

### REFERENCES

#### ELECTRONIC FORMS

[PROJECT PLAN & SPECIFICATION REVIEW FORM](#)

[STOP WORK ORDER](#)

[RESUME WORK ORDER](#)

[REQUEST FOR EXTENSION OF TIME](#)

[AUTHORIZED SIGNATURE FORM](#)

[SUBCONTRACTOR REQUEST FORM \(SRF\)](#)

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[RECORD OF CONTRACTOR'S EMPLOYEE INTERVIEW](#) | [EN ESPAÑOL](#)

**1200 GENERAL**

This chapter provides guidelines for preparing Department records and reports during the administration of a typical highway construction project. It is intended to clarify and supplement the information provided in the standard specifications and the special provisions for each project.

It is recommended that a file index be kept at all field offices if the standard ADOT filing system (FUSS) is not being used.

## **1201 CPE REPORTS**

### **1201-1 General**

The Construction Progress Estimates (CPE) computer program provides automated office logs for each project administered by the ORG. Supplemental agreements, contract item quantities, and time charges are entered into the CPE project records. The CPE program adjusts the contract total as required, calculates accumulated project costs, and tracks contract time.

The program provides several different kinds of reports to help the Resident Engineer monitor the progress of the project. The Resident Engineer should become familiar with the CPE program and its reporting capabilities.

For details on operating the CPE program, refer to the [CPE User Guide](#). Training is also offered by ITD Technical Training, Course TCH 3041. Self-enrollment is available at [http://adotnet/Training/ITD\\_Technical/Schedules.asp](http://adotnet/Training/ITD_Technical/Schedules.asp)

### **1201-2 Item/Subitem Reports**

The Item/Subitem Report is a basic status report for a single item or a range of items. It includes the plans quantity, the revised quantity, the accumulated quantity, accumulated amount, the percent complete, history of partial payments, status of subitems including accumulated quantity, percent complete of each subitem and a list of transactions for the specified subitems. Each listed transaction shows the date, the quantity posted, the Inspector's name, diary number and any comments entered when the quantity was posted. See Exhibit 1201-1 *Item/Subitem Report*.

Item/SubItem Report - Includes Transactions

TRACS: H709601C  
 Project: IM-010-B(201)  
 Contractor: PULICE CONSTRUCTION, INC.

Madhav Mundie,  
 Resident Engineer  
 Org # 7748

I-10, SARIVAL - SR101L (MEDIAN)

Section: 01 FA 03 ROADWAY WIDENING

Item No	Description	Unit	Unit Cost	Change Orders
2020164	REMOVE (MEDIAN CABLE BARRIERS AND ANCHORS))	L.FT.	\$1.50	
	Plans Qty: 18,600.000	Rev Qty: 18,600.000	Rev Amount: \$ 27,900.00	
	PPCode: 0	Accum Qty: 18,662.000	Accum Amount: \$ 27,993.00 =	100.33 %

Item No.: 2020164

Subitem	Description	Cost Adjustment	Adj. Unit Price	Revised Qty	Accum Qty
0	BALANCE	\$0.00	\$0.00	18,600.000	18,662.000
	Date	Quantity	Qty Subtotal	Inspector	Comments
	03/17/2008	1,393.000		13 - Craig Pier	Sta. 6842+80 to Sta. 6856+73, Dysart to Agua Fria, Sheets 188 and 189.
	04/02/2008	1,227.000		9 - John Thomps	I-10 median Sta.6873+00 to Sta. 6885+27, Sheet 190
	05/03/2008	1,214.000		38 - Dawson Jef	sta 7012+71 to 7000+57
	05/08/2008	320.000		33 - David Smit	From station 9694+40 to station 6997+60
	05/12/2008	1,028.000		38 - John Thomp	I-10 median station 6941+90 - 6945+80, West of Avondale = 390'
	05/13/2008	1,241.000		39 - John Thomp	I-10 median station 6948+73 - 6955+11, east Avondale = 638'
	06/24/2008	3,859.000		56 - David Smit	I-10 median station 7050+40 - 7037+99 (W of 99th)
	09/19/2008	2,745.000		112 - David Smi	From Sta 7038+47 to sta Sta 7012+83 and from Sta 6994+30 to Sta 6981+35
	11/03/2008	2,475.000		141 - John Thom	From sta 6954+76 to sta 6963+96, from sta 6963+70 to sta 6972+75 & from sta 6972+20 to sta 6981+40
	11/25/2008	3,160.000		117 - James M	I-10 median between station 6911+32 and station 3936+07
					Pulice removing from 6909+40 to 6941+00 a total of =3160 L.F.T
	<b>Total =</b>	<b>18,662.000</b>		<b>Subitem Total:</b>	<b>18,600.000 18,662.000</b>

Item/Subitem 06/08/15 03:41 pm

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Date

Inspector

Exhibit 1201-1 Item/Subitem Report

### **1201-3 Structure Report**

The Resident Engineer and Project Supervisor may choose to establish CPE Structures on a project. Structures are groups of related items linked together for reporting purposes. Structures, in this sense, have nothing to do with payment or with Lump Sum Structures; the term "structure" is used here to indicate a way of organizing information.

When a CPE Structure is established in the CPE program, related items that are part of a larger unit are linked together for reporting purposes. Using a large roadway sign as an example, the office can create a Structure by establishing common subitems in the items for Foundations, Vertical Supports, Cantilevers, Posts and Sign Panels. Then, by producing a Structure Report for that Structure, the Inspector can monitor the progress of each roadway sign. *See Exhibit 1201-2 Structure Report for an example.*

The extra effort required to establish Structures at the beginning of the project often pays off in the increased quality of reporting and the reduction of errors.

### **1201-4 Force Account Reports**

For a full discussion of Force Accounts, see Standard Specifications Section 109.04, and Construction Manual Chapter I. *See Exhibit 1201-3 Force Account Report for an example.*

#### **1201.05 Change Order/Minor Alteration**

For a full discussion of Change Orders and Minor Alterations, see Standard Specifications Section 109.04, and Construction Manual Chapter I.

#### **1201.06 Monthly Estimate**

The CPE monthly estimate report calculates the amount due to the Contractor for completed work. At the end of each month, the office prints a hard copy of the estimate for the Resident Engineer's signature before transmitting it electronically to Field Reports. After the Resident Engineer approves the estimate and signs the first sheet of the hard copy (the Transmittal Sheet), the estimate is filed in the project file. A copy of the signed monthly estimate is given to the prime Contractor for their records.

#### **1201.07 Final Balance Report**

The Final Balance Report is a final accounting of contract items, prepared at the end of the project.

**Structure Report - No Transactions**

06/08/2015 03:07 pm

TRACS #: H709601C

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Project: IM-010-B(201)N

Section: 1	FHWA Code	FA-03	Description: ROADWAY WIDENING		
<b>Structure No: 457</b> <b>Description: Sta. 6644+00-6658+00 EB/WB I-10</b>					
Item Nbr	Description		Revised Qty	Accum Qty	
7310170	POLE (TYPE U)		3.000	0.000	
7310190	POLE (TYPE U)		0.000	0.000	
7310350	POLE FOUNDATION (TYPE U)		3.000	0.000	
7320050	ELECTRICAL CONDUIT (2") (PVC)		1,050.000	300.000	
7320351	JUNCTION BOX (MEDIAN BARRIER MOUNTED))		4.000	1.000	
7320503	CONDUCTOR (NO. 12)		120.000	0.000	
7320540	CONDUCTOR (NO. 4)		4,200.000	0.000	
7320590	CONDUCTOR (INSULATED BOND) (NO. 8))		1,065.000	0.000	
7360078	LUMINAIRE (HIGH MAST) (HPS 400 WATT))		0.000	0.000	
<b>Structure No: 458</b> <b>Description: Sta. 6658+00-6672+00 EB/WB I-10</b>					
Item Nbr	Description		Revised Qty	Accum Qty	
7310170	POLE (TYPE U)		5.000	0.000	
7310190	POLE (TYPE U)		5.000	5.000	
7310350	POLE FOUNDATION (TYPE U)		5.000	5.000	
7310800	REMOVAL OF LIGHT POLES AND BASES		3.000	3.000	
7320050	ELECTRICAL CONDUIT (2") (PVC)		1,410.000	1,400.000	
7320351	JUNCTION BOX (MEDIAN BARRIER MOUNTED))		7.000	6.000	
7320503	CONDUCTOR (NO. 12)		200.000	0.000	
7320540	CONDUCTOR (NO. 4)		5,640.000	5,600.000	
7320590	CONDUCTOR (INSULATED BOND) (NO. 8))		1,435.000	1,400.000	
7360078	LUMINAIRE (HIGH MAST) (HPS 400 WATT))		10.000	10.000	
<b>Structure No: 459</b> <b>Description: Sta. 6672+00 - 6686+00 EB/ WB I-10</b>					
Item Nbr	Description		Revised Qty	Accum Qty	
7310170	POLE (TYPE U)		4.000	0.000	
7310190	POLE (TYPE U)		4.000	4.000	
7310350	POLE FOUNDATION (TYPE U)		4.000	4.000	
7320030	ELECTRICAL CONDUIT (1") (PVC)		315.000	314.000	
7320050	ELECTRICAL CONDUIT (2") (PVC)		1,504.000	1,303.000	
7320070	ELECTRICAL CONDUIT (3") (PVC)		390.000	429.000	
7320291	ELECTRICAL CONDUIT (2")(P V C OR H D P E)(HORIZONTAL DI		100.000	188.000	
7320292	ELECTRICAL CONDUIT (3")(P V C OR H D P E)(HORIZONTAL DI		440.000	659.000	
7320351	JUNCTION BOX (MEDIAN BARRIER MOUNTED))		5.000	6.000	
7320410	PULL BOX (NO. 5)		6.000	6.000	
7320420	PULL BOX (NO. 7)		1.000	2.000	
7320421	PULL BOX (NO. 7) (WITH EXTENSION)		1.000	1.000	
7320476	JUNCTION BOX (TYPE II)		1.000	1.000	
7320503	CONDUCTOR (NO. 12)		160.000	0.000	
7320540	CONDUCTOR (NO. 4)		8,000.000	8,032.000	

Exhibit 1201-2 Structure Report

**Force Account Report - Includes Transactions**

TRACS #: H709601C Project: IM-010-B(201)N

06/08/2015 03:12 pm

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No.	Description	Original Amt	Revised Amt	Accum Amt	Percentage
Section: 1					
000001	AC pavement repair.	50,000.00	50,000.00	46,027.34	92.05 %

**List of Transactions**

Date	Amount Paid	Inspector	Comments
09/30/08	16,421.39	N. Yslava	Invoice #1 dated 7/29/08
09/30/08	108.01	N. Yslava	Invoice #2 8/18/08
11/04/08	1,445.52	N. Yslava	Invoice #4 9/18/08
11/04/08	471.00	N. Yslava	Invoice #3 10/6/08
01/22/09	587.90	N. Yslava	Invoice #5 11/10/08 (282-OC-905)
02/03/09	2,013.21	N. Yslava	Invoice #7 12/23/08
02/03/09	1,487.21	N. Yslava	Invoice #6 12/19/08
02/27/09	2,997.96	B. Hall	Invoice #8 1/16/09
03/04/09	1,697.39	N. Yslava	Invoice #9 2/13/09
03/11/09	-1,487.21	N. Yslava	Incorrect payment Invoice #6
03/11/09	1,486.87	N. Yslava	Correct payment per Field Reports Invoice #6 12/19/08 (OC 01002)
03/11/09	-2,013.21	N. Yslava	Incorrect payment Invoice #7
03/11/09	2,012.93	N. Yslava	Corrected payment per Field Reports Invoice #7 12/23/08
03/17/09	2,219.51	Barb Hall	Invoice #10, 1/6/09, (OC 01077)
04/09/09	-108.01	N. Yslava	Incorrect payment for Invoice #2 8/18/08 (OC0647)
04/09/09	117.36	N. Yslava	Correct payment per F. Reports invoice #2 8/18/08 (OC0647)
05/04/09	-2,997.96	B.Hall	Incorrect qty. on material. Invoice#8 1/16/09 (OC 01078)
05/04/09	2,701.96	B.Hall	Correct qty. Invoice#8, 1/16/09 (OC 01078)
05/04/09	-1,697.39	B.Hall	Incorrect qty. Invoice#9, 2/13/09
05/04/09	3,603.78	B.Hall	Correct qty. Invoice#9, 2/13/09 (OC 01092)
05/05/09	40.46	B.Hall	Invoice#11, 3/20/09, (OC 1280)
05/05/09	1,071.41	B.Hall	Invoice#12, 3/27/09, (OC 1281)
05/05/09	-16,421.39	N. Yslava	Incorrect payment for Invoice #1 7/29/08
05/05/09	15,463.46	N. Yslava	Correct payment per F. Reports Invoice #1 7/29/08
05/13/09	-2,701.96	B.Hall	Incorrect qty., Invoice #8 1/16/09 (OC 01078)
05/13/09	2,589.09	B.Hall	Corrected qty. per field reports. Invoice#8, 1/16/09 (OC 01078)
05/13/09	-3,603.78	B.Hall	Incorrect qty. Invoice#9, 2/13/09, (OC 01092)
05/13/09	3,491.95	B.Hall	Corrected qty. Invoice#9, 2/13/09 (OC 01092)
05/13/09	-1,071.41	B.Hall	Incorrect qty. Invoice#12, 3/27/09 (OC 1281)
05/13/09	1,031.10	B.Hall	Corrected qty. Invoice#12, 3/27/09 (OC 1281)
05/14/09	-2,589.09	B.Hall	Incorrect qty. Invoice#8, 1/16/09, (OC 01078)
05/14/09	2,559.44	B.Hall	Corrected qty. Invoice#8, 1/16/09 (OC 01078)
05/14/09	-3,491.95	B.Hall	Incorrect qty. Invoice#9, 2/13/09, (OC 01092)
05/14/09	3,481.16	B.Hall	Corrected qty. Invoice#9, 2/13/09 (OC 01092)
05/14/09	-1,031.10	B.Hall	Incorrect qty. Invoice#12, 3/27/09, (OC 1281)
05/14/09	1,071.41	B.Hall	Corrected qty. Invoice#12, 3/27/09, (OC 1281)
05/20/09	-15,463.46	N. Yslava	Incorrect markup Inv. #1
05/20/09	15,853.60	N. Yslava	Correct Markup Inv. #1

Exhibit 1201-3 Force Account Report

### **1201-8 Transaction Detail Log**

The Transaction Detail Log is one of the most important and useful CPE reports. It provides a comprehensive overview of the entire project by listing, time used, and every item, subitem and individual transaction. See Exhibit 1201-4 *Transaction Detail Report (Project/Section Summary)*, Exhibit 1201-5 *Transaction Detail Report (Time)*, and Exhibit 1201-6 *Transaction Detail Report (Section/Item)* for examples.

The Transaction Detail Log is useful as a reference when checking the final quantities at the end of the project.

### **1201-9 Audit Log**

The Audit Log is identical to the Transaction Detail Log, with one important modification: the Audit Log prints the posting date for each transaction. That is, not only does the Audit Log list the date of the Daily Diary for each posted quantity, it also prints the date on which the office posted the quantity. See Exhibit 1201-7 *Transaction Detail Report (Audit Log)* for an example. Auditors use this information to clarify the order and timing of payments.

The office usually only prints an Audit Log as requested by an auditor during a review of the project records.



Transaction Detail Report (Project / Section Summary)

TRACS: H709601C	Madhav Mundle , Resident Engineer
Project: IM-010-B(201)	
Contractor: PULICE CONSTRUCTION, INC.	Org: 7748

Contract Days:	380	Plans Amount:	\$ 80,600,323.30
Revised Contract Days:	464	Revised Amount:	\$ 82,836,940.87
Accumulated Days:	464	Accum Amount:	\$ 83,579,515.58
Percent Time Used:	100 %	Force Account:	\$ 206,936.26

Date Started: 02/22/2008  
Date Complete: 07/30/2010

Procedural Change Orders:

- 15 Modify the Contract Specifications to include DuroMaxx HDPE ;
- 31 Installation of light pole at Dysart WB off ramp
- 35 Modify the contract specifications for microsilica overlay work
- 37 Revision to Diesel Fuel Price Adjustment Formula

Section	Plans Amount	Revised Amount	Accum Amount	Force Account
01 ROADWAY WIDENING	\$ 50,229,554.25	\$ 51,140,041.85	\$ 51,761,263.16	\$ 206,936.26
02 NON-F A WORK	\$ 1,122,500.00	\$ 1,289,258.28	\$ 1,394,925.79	\$ 0.00
03 TRAINING	\$ 5,600.00	\$ 5,600.00	\$ 21,268.99	\$ 0.00
04 ESTRELLA PARKWAY T I	\$ 1,914,586.00	\$ 1,914,586.00	\$ 1,914,586.00	\$ 0.00
05 BULLARD WASH BRIDGE	\$ 3,049,686.00	\$ 3,548,881.00	\$ 3,548,881.10	\$ 0.00
06 BULLARD AVENUE T I	\$ 1,924,884.75	\$ 1,924,884.75	\$ 1,924,883.17	\$ 0.00
07 U P R R OVERPASS	\$ 1,463,774.00	\$ 1,463,774.00	\$ 1,463,791.09	\$ 0.00
08 LITCHFIELD ROAD T I	\$ 2,052,144.80	\$ 2,052,144.80	\$ 2,052,145.78	\$ 0.00
09 DYSART ROAD T I	\$ 1,901,307.00	\$ 1,901,307.00	\$ 1,901,307.35	\$ 0.00
10 AGUA FRUA RIVER BRIDGE	\$ 8,379,399.00	\$ 9,043,961.55	\$ 9,043,961.51	\$ 0.00
11 AVONDALE ROAD T I	\$ 1,474,439.00	\$ 1,441,341.73	\$ 1,441,341.73	\$ 0.00
12 107th AVENUE T I	\$ 5,617,920.50	\$ 5,640,020.69	\$ 5,640,020.69	\$ 0.00
13 99th AVENUE T I	\$ 1,464,528.00	\$ 1,471,139.22	\$ 1,471,139.22	\$ 0.00
	<b>\$ 80,600,323.30</b>	<b>\$ 82,836,940.87</b>	<b>\$ 83,579,515.58</b>	<b>\$ 206,936.26</b>

Transaction Detail Report ( Time )											
TRACS: H709601C Project: IM-010-B(201)N Contractor: PULICE CONSTRUCTION, INC.						Madhav Mundle Resident Engineer Org #7748					
I-10, SARIVAL - SR101L (MEDIAN)											
<b>Phase: 01 Construction</b>											
<b>Date Started</b>		<b>Contract Days</b>	<b>Revised Days</b>	<b>Accumulated Days</b>	<b>*** Working Days ***</b>						
02/22/2008		380	464	464							
<b>Time Extensions</b>											
<b>Request</b>	<b>Date Approved</b>	<b>Days</b>	<b>Rev Total</b>	<b>Comments</b>							
1	06/13/2008	11	391	Coincide with Change Order No. 1							
2	07/17/2008	61	452	Re-design of 107th Ave Br Aesthetics							
3	09/03/2008	12	464	Change Order No. 14							
<b>Time Recording</b>											
<b>Number</b>	<b>Week Beginning</b>	<b>S</b>	<b>S</b>	<b>M</b>	<b>I</b>	<b>W</b>	<b>T</b>	<b>F</b>	<b>Total</b>	<b>Accum</b>	<b>Remarks</b>
001	02/16/2008	0	0	X	X	X	X	1	1	1	Contract start date 2/22/08
002	02/23/2008	0	0	1	1	1	1	1	5	6	
003	03/01/2008	0	0	1	1	1	1	1	5	11	
004	03/08/2008	0	0	1	1	1	1	1	5	16	
005	03/15/2008	0	0	1	1	1	1	1	5	21	
006	03/22/2008	0	0	1	1	1	1	1	5	26	
007	03/29/2008	0	0	1	1	1	1	1	5	31	
008	04/05/2008	0	0	1	1	1	1	1	5	36	
009	04/12/2008	0	0	1	1	1	1	1	5	41	
010	04/19/2008	0	0	1	1	1	1	1	5	46	
011	04/26/2008	0	0	1	1	1	1	1	5	51	
012	05/03/2008	0	0	1	1	1	1	1	5	56	
013	05/10/2008	0	0	1	1	1	1	1	5	61	
014	05/17/2008	0	0	1	1	1	1	1	5	66	
015	05/24/2008	0	0	H	1	1	1	1	4	70	H - Memorial Day
016	05/31/2008	0	0	1	1	1	1	1	5	75	
017	06/07/2008	0	0	1	1	1	1	1	5	80	
018	06/14/2008	0	0	1	1	1	1	1	5	85	
019	06/21/2008	0	0	1	1	1	1	1	5	90	
020	06/28/2008	0	0	1	1	1	1	H	4	94	H - Independence Day
021	07/05/2008	0	0	1	1	1	1	W	4	98	W - Rain Day
022	07/12/2008	0	0	1	1	1	1	1	5	103	
023	07/19/2008	0	0	1	1	1	1	1	5	108	
024	07/26/2008	0	0	1	1	1	1	1	5	113	
025	08/02/2008	0	0	1	1	1	1	W	4	117	W - Rain Day
026	08/09/2008	0	0	1	1	1	1	1	5	122	
027	08/16/2008	0	0	1	1	1	1	1	5	127	
028	08/23/2008	0	0	1	1	1	1	1	5	132	
029	08/30/2008	0	0	1	1	1	1	1	5	137	
030	09/06/2008	0	0	1	1	1	1	1	5	142	
031	09/13/2008	0	0	H	1	1	1	1	4	146	H - Labor Day
032	09/20/2008	0	0	1	1	1	1	1	5	151	
033	09/27/2008	0	0	1	1	1	1	1	5	156	
034	10/04/2008	0	0	1	1	1	1	1	5	161	
035	10/11/2008	0	0	H	1	1	1	1	4	165	
036	10/18/2008	0	0	1	1	1	1	1	5	170	
037	10/25/2008	0	0	1	1	1	1	1	5	175	
038	11/01/2008	0	0	1	1	1	1	1	5	180	
039	11/08/2008	0	0	1	H	1	1	1	4	184	
040	11/15/2008	0	0	1	1	1	1	1	5	189	
041	11/22/2008	0	0	1	1	1	H	1	4	193	
Transaction Detail Report ( Time )			06/08/2015 03:18 pm			Page 1 of 3					

Exhibit 1201-5 Transaction Detail Report (Time)

Transaction Detail Report (Section/Item)

TRACS: H709601C	Madhav Mundle
Project: IM-010-B(201)N	Resident Engineer
Contractor: PULICE CONSTRUCTION, INC.	Org # 7748

I-10, SARIVAL - SR101L (MEDIAN)

Section Code: 1 FA	Plans Amount: 50,229,554.25
FHWA Code: 03	Revised Amount: 51,140,041.85
	Force Account: 206,936.25

Item	Description	Unit	Unit Price	Plans	Revised	Accum
1080200	PROSECUTION AND PROGRESS ADJUSTMEN	L.SUM	\$1.00	0.000	0.000	.000
				\$0.00	\$0.00	\$0.00
1090001	DIESEL FUEL PRICE ADJUSTMENT	L.SUM	\$1.00	0.000	0.000	-17,959.592
				\$0.00	\$0.00	-\$17,959.59
7016029	PORTABLE SIGN STANDS-BARRIER MOUNTEI	EACH-DA'	\$60	2,900.000	2,900.000	8,474.000
				\$1,740.00	\$1,740.00	\$5,084.40
7016030	BARRICADE (TYPE II, VERT.PANEL, TUBULAR	EACH-DA'	\$15	212,630.000	212,630.000	450,018.000
				\$31,894.50	\$31,894.50	\$67,502.70
7016031	BARRICADE (TYPE III, HIGH LEVEL FLAG TRE	EACH-DA'	\$50	2,280.000	2,280.000	24,109.000
				\$1,140.00	\$1,140.00	\$12,054.50
7016032	PORTABLE SIGN STANDS (RIGID)	EACH-DA'	\$50	13,135.000	13,135.000	24,220.000
				\$6,567.50	\$6,567.50	\$12,110.00
7016033	PORTABLE SIGN STANDS (SPRING TYPE)	EACH-DA'	\$50	33,860.000	33,860.000	23,624.000
				\$16,930.00	\$16,930.00	\$11,812.00
7016035	WARNING LIGHTS (TYPE A)	EACH-DA'	\$15	117,000.000	117,000.000	137,780.000
				\$17,550.00	\$17,550.00	\$20,667.00
7016036	WARNING LIGHTS (TYPE B)	EACH-DA'	\$50	13,350.000	13,350.000	65,596.000
				\$6,675.00	\$6,675.00	\$32,798.00
7016037	WARNING LIGHTS (TYPE C)	EACH-DA'	\$20	218,450.000	218,450.000	383,105.000
				\$43,690.00	\$43,690.00	\$76,621.00
7016039	EMBEDDED SIGN POST	EACH-DA'	\$10	83,120.000	83,120.000	88,997.000
				\$8,312.00	\$8,312.00	\$8,899.70
7016050	TRUCK MOUNTED ATTENUATOR	EACH-DA'	\$400.00	2,242.000	2,242.000	299.000
				\$896,800.00	\$896,800.00	\$119,600.00
7016051	TEMPORARY SIGN (LESS THAN 10 S.F.)	EACH-DA'	\$50	17,200.000	17,200.000	38,319.000
				\$8,600.00	\$8,600.00	\$19,159.50
7016052	TEMPORARY SIGN (10 S.F. OR MORE)	EACH-DA'	\$60	70,100.000	70,100.000	61,400.000
				\$42,060.00	\$42,060.00	\$36,840.00
7016061	FLASHING ARROW PANEL	EACH-DA'	\$15.00	866.000	866.000	2,585.000
				\$12,990.00	\$12,990.00	\$38,775.00
7016067	CHANGEABLE MESSAGE BOARD (CONTRAC1	EACH-DA'	\$20.00	3,960.000	3,960.000	8,140.000
				\$79,200.00	\$79,200.00	\$162,800.00

Transaction Detail Report (Item / Subitem / Transactions)

TRACS: H709601C	Madhav Mundle
Project: IM-010-B(201)N	Resident Engineer
Contractor: PULICE CONSTRUCTION, INC.	Org #7748

I-10, SARIVAL - SR101L (MEDIAN)

Subitem		Description		Cost Adjustment	Adj. Unit Price	Plans Qty	Revised Qty	Accum Qty
Progress Payments for 1090001								
	Mod Date	Date	Quantity	Inspector		Comments		
	02/01/2010	01/29/2010	-10,932.670	66 - Natasha Ys		Estimate No. 10 11/2008		
	02/01/2010	01/29/2010	5,115.750	66 - Natasha Ys		Estimate No. 8 9/2008		
	02/01/2010	01/29/2010	-5,366.750	66 - Natasha Ys		Estimate No. 17 6/2009		
	02/01/2010	01/29/2010	9,377.440	66 - Natasha Ys		Estimate No. 7 8/2008		
	02/01/2010	01/29/2010	16,698.289	66 - Natasha Ys		Estimate No. 6 7/2008		
	02/01/2010	01/29/2010	8,143.430	66 - Natasha Ys		Estimate 5S 6/2008		
	02/01/2010	01/29/2010	35,987.629	66 - Natasha Ys		Estimate No. 5 6/2008		
	02/01/2010	01/29/2010	26,672.689	66 - Natasha Ys		Estimate No. 4 5/2008		
	02/01/2010	01/29/2010	14,272.470	66 - Natasha Ys		Estimate No. 3 4/2008		
	02/01/2010	01/29/2010	6,599.260	66 - Natasha Ys		Estimate No. 2 3/2008		
	05/03/2010	04/30/2010	-8.130	72 - Natasha Ys		Estimate No. 26 3/2010		
	08/31/2010	08/12/2010	-13.700	75 - Natasha Ys		Estimate No. 30 7/2010		
	08/31/2010	08/12/2010	-5.250	75 - Natasha Ys		Estimate No. 29 6/2010		
	04/29/2011	04/29/2011	-13.700	84 - Natasha Ys		Estimate No. 30		
	05/04/2011	05/04/2011	27.400	85 - Natasha Ys		Quantity correction for Est. #30		
	Total =		-17,650.600					

Item: 1090010 ASPHALTIC CONCRETE PAVEMENT SMOOTHNESS INCENTIVES

Unit:	L.SUM	Unit Price:	\$ 1.00
Plans Qty:	0.000	Plans Amount:	\$ .00
Revised Qty:	0.000	Revised Amount:	\$ .00
Accum Qty:	-16,714.060	Accum Amt:	\$ -16,714.06
		Percent Complete:	0.00 %

Subitem		Description		Cost Adjustment	Adj. Unit Price	Plans Qty	Revised Qty	Accum Qty
Progress Payments for 1090010								
0	BALANCE			\$0.00	\$0.00	0.000	0.000	-16,714.060
	Mod Date	Date	Quantity	Inspector		Comments		
	01/05/2010	01/05/2010	-12,810.710	63 - Natasha Ys		MP 130.4-133.8, Profile smoothness test on AR-ACFC / Retest of Final (11/20/09)		
	02/02/2010	02/02/2010	-3,903.350	67 - Natasha Ys		8/02/09, Eastbound Lt. lane disincentive payment.		
	Total =		-16,714.060					
Subitem Totals						0.000	0.000	-16,714.060

## **1202 NOTICE OF START AND COMPLETION OF PROJECT**

Upon starting or completing a construction project, the Resident Engineer shall notify both Field Reports and the District Engineer, of the date work started or completed. The Start and Substantial Completion Memo is to be e-mailed to the Field Reports – CPE e-mail account (See Exhibit 1202-1 *Start and Substantial Completion Memo*). A template of the Memo and instructions on the process can be found on the Resident Engineers website under Forms. On Federal Aid and non-Federal projects the subcontractors start and complete work dates must be input on the Contract Card System for all Subcontractors. The Inspector should document in his diary when the Contractor and Subcontractors begin and complete work.

Additionally, the construction unit shall prepare a Final Acceptance letter for the District Engineers signature (See Exhibit 1202-2 *Final Acceptance Letter*). Ensure that the courtesy copy designations are noted and also the personalized second paragraph is included to thank the contractor for their efforts. All physical work must have been completed on that date (i.e., punch lists, de-mobilization, and all contract work). Should the contractor complete a portion of the project and request partial acceptance of this work in accordance with 105.20(A), the RE shall disapprove this request in writing. See [Construction Bulletin 15-04](#).



**MEMORANDUM**

TO: Distribution List  
 FROM: John J. Ponce  
 DATE: 11/18/14  
 SUBJECT: PROJECT STATUS REPORT  
 RE: START MEMO/SUBSTANTIAL COMPLETION MEMO

PLEASE BE ADVISED THAT THIS OFFICE WAS NOTIFIED BY:

<u>Aziz Haddad</u> Name	<u>Resident Engineer</u> Title
THAT CONSTRUCTION ON	<u>SL66901C</u> <u>TEA-SVS-0(205)T</u> <u>8431</u> TRACS NO.    PROJECT NO.    ORG
TYPE OF CONSTRUCTION	<u>System Enhancement - Other Enhancement</u>
CONTRACTOR	<u>K E &amp; G Construction</u>
Date Work Started	<u>11/18/2014</u>
Date Work Completed	<u>03/30/2015</u>

ARIZONA DEPARTMENT OF TRANSPORTATION  
 206 S. 17th Ave. MD 133A | Phoenix, AZ 85007 | azdot.gov

Exhibit 1202-1 Start and Substantial Completion Memo



Intermodal Transportation

Douglas A. Ducey, Governor  
John S. Halikowski, Director  
Dallas Hammit, State Engineer  
Steve Boschen, Division Director

April 3, 2015

Barry Smylie  
Vice President, Construction  
Royden Construction Co.  
3423 S. 51<sup>st</sup> Ave.  
Phoenix, Arizona, 85043

Subject: Final Acceptance  
Project No. 888-A-(202)A / H701301C  
Various Regional Freeways  
High-Tension Median Cable Barrier

Dear Mr. Smylie:

This letter shall serve to confirm that the above referenced project was considered complete and acceptance as FINAL on March 18, 2015.

Final payment for the completed project will be made after all quantities have been checked and verified as required by Subsection 109.09 of the 2008 Standard Specifications.

On behalf of the State of Arizona, we wish to convey our appreciation to you and your organization for the completion of the contract.

Sincerely,

Robert Samour, PE  
District Engineer  
Phoenix Construction Engineer  
602-712-8965

cc: State Engineer, 102A  
Assistant State Engineer, Construction-Materials, 172A  
District Maintenance Engineer, PM00  
Field Reports, 133A  
Comptroller, 202B  
MPD-Data Manager, 070R  
BECO, 154A  
FHWA, 005R

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ARIZONA DEPARTMENT OF TRANSPORTATION  
206 S. 17th Ave. | Phoenix, AZ 85007 | azdot.gov

Exhibit 1202-2 Final Acceptance Letter

## **1203 SUSPENSION OF WORK**

Section 105.02 of the Standard Specifications gives the Resident Engineer the authority to suspend the work in whole or in part, and lists conditions which might justify a suspension. Additional information and circumstances are in Section 108.08 of this manual.

The Resident Engineer may use a Stop Work Order to suspend the work, either partially or fully (*Exhibit 1203-1 Stop Work Order*). The Stop Work Order should be specific as to which items of work are being suspended. Stop Work Orders are numbered sequentially, beginning with Number 1. Any subsequent Stop Work Orders related to the same time period shall bear the same number, using a letter suffix (e.g., 1-A, 1-B) to indicate that the Stop Work Orders are simultaneous. Stop Work Orders have serious consequences and should be utilized only when absolutely necessary as delays to the Contractor's operations are potentially very costly.

A project may be partially resumed without having to issue a Resume Work Order (*Exhibit 1203-2 Resume Work Order*). Resume Work Orders are issued when the work is 100% resumed.

The Resident Engineer shall keep a copy of all Stop Work Orders in the project file for documentation purposes and a copy must be sent to Field Reports.



ARIZONA DEPARTMENT OF TRANSPORTATION

STOP WORK ORDER

Project No. \_\_\_\_\_ Order No. \_\_\_\_\_

Project Name \_\_\_\_\_ Contractor \_\_\_\_\_

Date Effective \_\_\_\_\_ Time of Day \_\_\_\_\_

Work Stopped 100%

Work Stopped Partial

(Check square applicable)

Reason: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If partial shutdown, list items affected on  
reverse side or attached sheet

\_\_\_\_\_  
Resident Engineer

cc: Field Reports

9/27/2015

Exhibit 1203-1 Stop Work Order



ARIZONA DEPARTMENT OF TRANSPORTATION

RESUME WORK ORDER

Project No. \_\_\_\_\_ Order No. \_\_\_\_\_

Project Name \_\_\_\_\_ Contractor \_\_\_\_\_

Date Effective \_\_\_\_\_ Time of Day \_\_\_\_\_

Work Resumed 100%

Reason: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Resident Engineer

cc: Field Reports

9/27/2015

## **1204 WEEKLY TIME REPORTS**

### **1204-1 General**

Weekly Time Reports provide an accounting of contract time used and contract time remaining. The Unit office generates Weekly Time Reports using the CPE computer program (See Exhibit 1204-1 *Weekly Time Report – Working Days* and Exhibit 1204-2 *Weekly Time Reports – Calendar Days*). The Project Supervisor informs the office staff of the number of days to be charged each week and then enters this information into the computer to generate the report.

The original Weekly Time Report is signed by the Resident Engineer and sent to the Contractor to ensure that there is agreement regarding the contract time charges. The Contractor has one week after receiving the report to protest the time charges.

A copy of the first Weekly Time Report must be submitted to Field Reports within a week of the actual start of work. Also, a copy of the FINAL Weekly Time Report must be submitted to Field Reports when the project is completed or the time is no longer being charged to the project.

Weekly Time Reports commence on the official contract start date, determined in accordance with Standard Specification 108.02, or when the physical work starts, whichever comes first. Contract time is charged on the official contract start date as noted on the Award Letter.

"Zero" time reports are produced when there is no time charged during a given week, except in the case of extended periods of time such as seasonal shutdowns. A seasonal shutdown is noted in the remarks section of the last Weekly Time Report, and the numbering sequence is continued when the reports are resumed. Notify Field Reports of seasonal shut-down via E-mail.

When the project is accepted as substantially complete, time charges stop and the Final Weekly Time Report must be submitted to Field Reports. Copies of the first and final Time Report for all phases should be sent to Field Reports.

### **1204-2 Working Day Contracts**

Contractors are normally charged five days per week (every week day) regardless of the number of hours or days worked. Any Saturday, Sunday, or State recognized holiday on which the contractor has been approved to work will also be counted as a working day. Refer to [Construction Bulletin 14-02](#) for specifics.

Working days on which weather conditions do not permit work on the project to proceed, as determined by the Engineer, will not be charged.

Since weather days are not charged, the contract time is automatically extended for weather without requiring a formal time extension. The Weekly Time Report also eliminates the need for weather-related Stop and Resume Work Orders, except for long periods of interruption in the work such as winter shutdowns, which still require a Stop and Resume Work Order with a copy sent to Field Reports.

**Arizona Department of Transportation**  
Weekly Time Report

04/06/15 04:59:38 pm

<b>Tracs Number:</b>	H827801C	<b>Report Number:</b>	21
<b>Project Number:</b>	089-B-(209)T	<b>Org:</b>	8830
<b>Project Description:</b>	SR 89 - ROAD 4 NORTH INTERSI	<b>Contract Began on:</b>	11/13/2014
<b>Contractor:</b>	ASPHALT PAVING & SUPPLY, INC.	<b>Schedule:</b>	Working Days

Gentlemen:

Under the terms of this project it is specified that the work must be completed within 275 working days.

During the week beginning 03/28/2015 this project has been charged with 5 days as shown below:

Phase = 01

No.	Week	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Total
21	03/28/15	0	0	1	1	1	1	1	5

Remarks:

You will, in accordance with the Standard Specification, be allowed to file written protest setting forth in what respect, if any, this weekly statement is incorrect, otherwise it shall be deemed to have been accepted as correct.

**Codes:**

- I = Day Charged
- W = Weather
- S = Stop Work Order
- H = Holiday
- 0 = Weekend
- X = Other

**Phase**

Contract Days	275
Extended Days	0
Subtotal Days	275
Previous Days	30
This Week	5
Days Used to Date	35 = 13 %
Remaining Days	240 = 87 %

\_\_\_\_\_  
Resident Engineer

Distribution

- Original - Contractor
- 1 copy - Project File

Exhibit 1204-1 Weekly Time Report (Working Days)

**Arizona Department of Transportation**  
Weekly Time Report

04/06/15 04:59:13 pm

<b>Tracs Number:</b>	H826201C	<b>Report Number:</b>	16
<b>Project Number:</b>	060-E-(207)T	<b>Org:</b>	8330
<b>Project Description:</b>	US 80, MP 292.9, SALT RIVER CA	<b>Contract Began on:</b>	07/14/2014
<b>Contractor:</b>	LOR CONSTRUCTION, INC.	<b>Schedule:</b>	Calendar Days

Gentlemen:

Under the terms of this project it is specified that the work must be completed within 121 calendar days.

During the week beginning 10/25/2014 this project has been charged with 3 days as shown below:

Phase = 01

No.	Week	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Total
16	10/25/14	1	1	1	0	0	0	0	3

Remarks: Substantial Completion as of Monday, October 27th

You will, in accordance with the Standard Specification, be allowed to file written protest setting forth in what respect, if any, this weekly statement is incorrect, otherwise it shall be deemed to have been accepted as correct.

<b>Codes:</b>	<b>Phase</b>	<b>01</b>
1 = Day Charged	Contract Days	110
W = Weather	Extended Days	11
S = Stop Work Order	Subtotal Days	121
H = Holiday	Previous Days	101
0 = Weekend	This Week	3
X = Other	Days Used to Date	104 = 86 %
	Remaining Days	17 = 14 %

\_\_\_\_\_  
Resident Engineer

Distribution  
Original - Contractor  
1 copy - Project File

Exhibit 1204-2 Weekly Time Report (Calendar Days)

**1204-3 Calendar Day Contracts**

A calendar day contract specifies the number of calendar days allowed for the work. Every calendar day (including weekends, holidays, and inclement weather) is charged on the Weekly Time Report, whether the Contractor works or not, unless the Resident Engineer has suspended work by a Stop Work Order. On special occasions, when the Resident Engineer wants the Contractor to stop working, he may do it by stopping the contract time.

**1204-4 Fixed-Date Contracts**

A Fixed Date contract specifies the contract completion date. This date shall be the date on which all work on the project is required to be substantially completed.

For Fixed Date contracts, time reports need to be completed to maintain internal records for days used.

## **1205 TIME EXTENSIONS**

ADOT form, "Request for Extension of Time," is used to obtain an extension of contract time (See Exhibit 108.08-1 *Request for an Extension of Contract Time*). Either the Resident Engineer or the Contractor can initiate a request for a time extension. If you have an alternative project either Design-Build or Contract Management At Risk (CMAR) a Contract Modification Request Form is required (See Exhibit 108.08-2 *Contract Modification Request Form*). See Construction Bulletin 13-06 and/or Construction Bulletin 10-01 for more details. All requests for extension of time must be processed through a change order via SATS).

On calendar day contracts, the Resident Engineer may initiate a request for a time extension if he has suspended work for reasons beyond the Contractor's control. The Resident Engineer prepares a request for extension of time using the information contained in the related Stop and Resume Work Orders.

The Contractor may also initiate a Request for Extension of Time, for various reasons. See Section 104.02 and Section 108.08 of the Standard Specifications for justification of an extension.

The Contractor submits a request form explaining the reason for the request, accompanied by a revised construction schedule and any other pertinent supporting information. The request should show the number of days lost for each reason given and identify a new completion date on fixed date contracts. The Resident Engineer analyzes the request and decides whether or not to recommend the time extension, bearing in mind that any days already granted to the Contractor on a Weekly Time Report are not to be duplicated on the request for a time extension. The Engineer's recommendations should be detailed and complete, since they are used by others to evaluate the Contractor's request.

The Resident Engineer prepares a change order in SATS in order to process the time extension. The time extension is inputted in SATS during the entry of the change order. The author must enter the Time Extension Request No., DE Signature Date, and Comments. The Resident Engineer forwards the change order, time extension and all back up to the District Engineer for signature. A complete copy is forwarded to Field Reports for approval. If approved, Field Reports will sign the change order and return a signed copy to the Unit for project file however if your project is full oversight Field Reports then forwards two complete copies of the change order, time extension and back up to the FHWA for final approval prior to returning signed copy to the Unit. The Unit logs the approvals in SATS as the change order goes through the approval process. After all required approvals are entered the time extension registers in Contract Card, CPE and Weekly Time Reports.

## **1206 PLANS AND SPECIAL PROVISIONS REVIEW**

The Resident Engineer shall complete a [“Project Plan and Specifications Review Form”](#). The purpose of this form is to capture potential improvements in contract documents for future construction projects by providing feedback to the various project development groups based upon specific issues that have surfaced on current projects. Examples include:

1. Constructability issues include items that may be difficult to construct where an alternate design or additional information may be appropriate.
2. Clarification of project documents such as plans, Special Provisions, Standard Specifications, and Standard Drawings.
3. Minor modifications that are not dealt with by a Supplemental Agreement. Issues dealt with by a Supplemental Agreement do not need to be entered on this form as they will be captured elsewhere.

The Resident Engineer should be thorough and candid in his appraisal of the contract documents. This review process can help to improve the documents prepared by the Department and Consultants.

The [“Project Plan and Specifications Review Form”](#) is to be completed on an as needed basis. As soon as an issue arises, email the form to the Value and Quality Assurance Section Manager or send it to Mail Drop 173A.

## **1207 FINAL RECORDS AND REPORTS (PROJECT CLOSE-OUT)**

### **1207-1 Field Red-Line Drawings/Record Drawings**

In order to provide an accurate permanent record of actual placement of features for maintenance and future development, the Resident Engineer (RE) should promptly record (manually or electronically) any physical modifications to the original design as construction progresses. It is recommended that the field office identify a single drawing set to be used for Red-Lines prior to the start of construction.

The Red-Line Drawings are utilized to create the Record Drawings. Prior to their preparation, the RE should coordinate method and format with the Record Drawings Designer. The ADOT Project Manager (PM) can furnish contact information for the Record Drawings Designer. The Statewide Project Management website provides [additional information on this process](#). Red-Lines should be drawn accurately and to scale, with all necessary explanatory and reference information noted. They shall include all changes from the As-Bid documents: all permit work; all extra work; all deleted work; supplemental agreements; addendums; field adjustments; RFIs; and discovered, relocated or abandoned utilities.

Underground communications systems, electrical, or utility information must be included by providing accurate locations on the Record Drawings. Special emphasis should be given to the location of any cables or equipment installed in a manner other than that specified by standard placement conventions. The Contractor should supply the Record Drawings survey information.

Within 45 days of the project's final acceptance (including Consultant, internal ADOT or Local Government administered projects), the RE shall assemble the final Red-Line Drawings and transmit them to the Record Drawings Designer. Prior to transmitting, the RE is to complete the Field Red-Lines Quantlist (available on the ADOT Quantlist Application). Additionally, project information needs to be completed on the Plans Face Sheet, which has been modified to provide fields for "Constructed by" – "Record Drawings by" – and "Record Drawings by". If the Plans Face Sheet does not contain those fields, the RE should request the Record Drawings Designer to provide a new Plans Face Sheet with those fields imprinted. The RE is required to fill out the "Constructed by" and "Red-Lines Completed by" portions. Note that the RE signs where the form calls for the "Construction Administrator".

When the RE transmits the completed Red-Line Drawings to the Record Drawings Designer the RE e-mails both the ADOT PM and [Field Reports Section](#) and advises them of the date. Field Reports will enter the date into the Field Office Automation System (FAST) to be reflected on the Contract Card. The Record Drawings Designer must complete the Record Drawings in a maximum of 60 days from the date the Field Red-Line Plans are received. The RE may also be requested by the ADOT PM to complete the [Record Drawing Preparation Estimate](#) form (See Exhibit 1207-1 *Record Drawings Preparation Estimate*). This form is used as a tool for the PM to verify reasonableness of the Record Drawings Designer's cost to prepare and submit Record Drawings.

Once the Designer has transferred all Red-Lines onto the final Record Drawings set, the Designer will return the set – both pdf and 11"x17" hard copies – to the RE (along with the RE's original Red-Line Drawings) for final review. It is the RE's responsibility to confirm that all modifications have been integrated into the Record Drawings. The RE must complete the review within five working days.

Upon acceptance by the RE, the RE will notify the ADOT PM, the Record Drawings Designer and the Statewide Project Management Transportation Engineering Specialist (SWPMTES) via e-mail that the Record Drawings are complete and approved. The RE will also instruct the Record Drawings Designer to send the approved Record Drawings to the SWPMTES. Prior to transmittal, the "Record Drawings Completed by" portion of the Plans Face Sheet will be filled in by the Record Drawings Designer to document the acceptance.

If the Record Drawings deliverables contain corrupt or unreadable file(s), the SWPMTES will request delivery of a

new file from the Record Drawings Designer and e-mail the PM and RE of the discrepancy. After the SWPMTES determines the Record Drawings are readable, the information will be loaded into the ADOT Information Data Warehouse (AIDW), which generates a notice to Field Reports (as well as to the RE and PM) for entry into the FAST system to record the completion date on the Contract Card.

The SWPMTES then sends the Record Drawings set to Engineering Records and e-mails the PM, RE and Record Drawings Designer, informing them of the delivery. A flowchart (See Exhibit 1207-2 *Red-Line Drawings/Record Drawings Flowchart*) illustrates an overview of the process.

**Arizona Department of Transportation**  
Record Drawings Preparation Estimate

Project Number:   
 Resident Engineer's name:

TRACS No.   
 Date:

	Unit	Number of sets	Estimated minutes/sheet	Total estimated minutes	Total Estimated Hours
<b>Enter your data in all yellow fields DO NOT CHANGE THESE FIELDS</b>					
Number of sheets in plan set	sheets				
Number of sheets with no revisions (no redlines) but include checking of seal and signature (1 min/sheet)	sheets	1	1.00	0	0
(*) Number of sheets with limited revisions (minor edit redline changes) (15 min/sheet)	sheets	1	15.00	0	0
(*) Number of sheets with extensive revisions (some drawings need to be either created or edited) (40 min/sheet)	sheets	1	40.00	0	0
Number of extra sheets to confirm that all pages are signed (1 min/sheet)	0 sheets	1	1.00	0	0
print half-size sets (1 check, 1 final) (10 sec/sheet)	0 sheets	2	0.17	0	0
scan and copy set for CD (2 min/sheet .pdf)	0 sheets	2	2.00	0	0
Administration (contract estimate, QC etc)					
<b>Total Project Hours =</b>					<b>0</b>
Equivalent to (min/sheet) =					#DIV/0!

(\*) **Note: Some major changes may need more time to re-draw some details. If that is the situation in your project then add 5 to 10% total hours or consult with the As-Built Statewide Project Management Specialist**

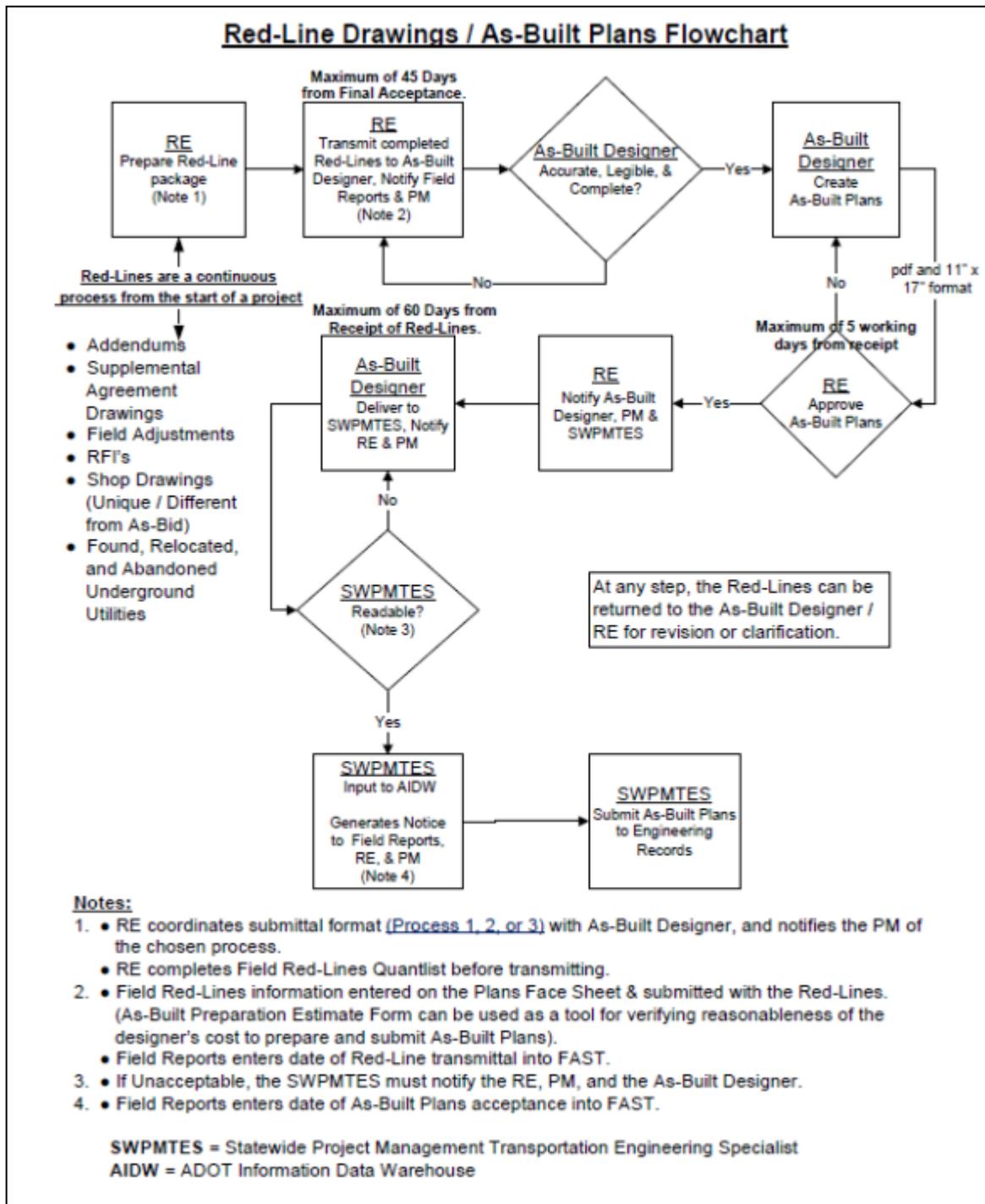


Exhibit 1207-2 Red-Line Drawings/Record Drawings Flowchart

## 1207-2 Materials Sample Checklist

After receiving the advertisement for a project from Contracts and Specifications, the Value and Quality Assurance Section develops a Materials Sample Checklist (Exhibit 1207-3 a,b,c,d) specifying the required number of samples for each type of project material which requires sampling and testing. The specified number of samples and tests are a minimum and are based on the plan quantities. The checklist derives the required number of samples from the "Materials Quality Assurance Program" Sampling Guide Schedule.

The project's Lab Coordinator is responsible to assure that all materials used on the project that require sampling and testing are listed on the Materials Sample Checklist. Additionally, it is the responsibility of the Lab Coordinator to assure that the appropriate number of samples and tests are obtained throughout the project, based on varying quantities for each type of project material. Upon completion of the project, the Lab Coordinator finalizes the Materials Sample Checklist and submits it to the Resident Engineer for review and signature. The Resident Engineer submits the original signed checklist to the Regional Materials Engineer for review and to provide a statement regarding any exceptions for the project.

The Regional Materials Engineer then attaches a signed materials certification letter stating the adequacy of the Independent Assurance and Correlation Sampling and Testing Programs for the project. All original documents then go to the District Engineer, who signs the materials certification letter and forwards all original documents to the Construction and Materials Group. After reviewing the materials sample checklist and all related documents, the Assistant State Construction and Materials Engineer submits the final certification of materials to the FHWA. It is recommended that the Resident Engineer keep a copy of the materials sample checklist in the project files.

For further information refer to [ADOT Materials Testing Manual, Series 900, Materials Quality Assurance Program](#). Then select the "QA Program" next to the "Materials Quality Assurance Program".



Intermodal Transportation

## MEMORANDUM

**TO:** QUINN CASTRO  
Construction Supervisor  
Phoenix Construction Office (E700)

**FROM:** REHNUMA RAHMAN  
Quality Assurance Engineer  
Materials Group (068-R)

**CC:** MURARI PRADHAN  
Regional Materials Engineer  
Phoenix Regional Lab (E952)

**DATE:** September 26, 2014

**RE:** PROJECT NO. HSIP-APJ-0(204)T SH49601C  
CITY OF APACHE JUNCTION  
(SR 88, Idaho Road, Old West Highway)

Materials Group has prepared the following checklist of the materials to be used in constructing this project which require testing for approval. The number of recommended samples for acceptance (ACCP), independent assurance (IAS), and correlation (CORR) testing are derived from the "Materials Quality Assurance Program" (Series 900 of the Materials Testing Manual) which includes the Sampling Guide Schedule (Appendix C). The recommendations are estimates for the plan quantity and may change due to actual material production rates. Documentation must be provided in the Materials Exception Report if the required testing detailed in the Sampling Guide Schedule is not performed. All materials used on the project which require testing should be listed. Materials used which were not originally listed should be added.

Acceptance samples taken by the project are to be recorded under the ACCP SAMPLES TAKEN BY PROJECT column, regardless of where the tests are performed. The number of samples tested shall be recorded in the appropriate column. Acceptance testing performed by the project is to be recorded under the ACCP SAMPLES TESTED BY PROJECT column, acceptance testing performed by the Regional Lab is to be recorded under the REGIONAL ACCP column, and acceptance testing performed by the Central Lab is to be recorded under the CENTRAL ACCP column. Independent assurance sample splits used for acceptance testing are to be recorded under the ACCP column for the lab performing the acceptance testing. Correlation testing performed by the Regional Lab is to be recorded in the REGIONAL CORR column. Independent assurance sample testing is to be recorded under the column for the lab performing the testing, i.e., REGIONAL IAS or CENTRAL IAS columns.

Upon completion of the project, the Materials Sample Checklist shall be signed and submitted to the Regional Materials Engineer for review and signature. A copy of the completed and signed Certificate Log(s) shall be attached to the Materials Sample Checklist. These documents shall be forwarded to the District Engineer for review and approval. The District Engineer will then forward the Sample Checklist, Certificate Log, Exception Report (if needed) and Certification Letter to the Quality Assurance Engineer, Materials Group.

Glass Beads, Concrete Curing Compound, Geosynthetics, and Paint should be pre-approved by Central Lab prior to use. If not pre-approved by Central Lab, obtain samples for testing by the Central Lab as detailed in the applicable Policy and Procedures Directive (PPD). Water utilized for concrete batching does not require sampling if obtained from a potable source. See Section 900 appendix C – Sampling Guide Schedule of the Materials Testing Manual if there are questions on sampling.

ARIZONA DEPARTMENT OF TRANSPORTATION  
206 S. 17th Ave. | Phoenix, AZ 85007 | azdot.gov

Exhibit 1207-3a Materials Sample Checklist





\* Small quantity, no samples required.

ARIZONA DEPARTMENT OF TRANSPORTATION  
MATERIALS SAMPLE CHECKLIST

PROJECT NUMBER: HSIP-APJ-0[204]T SH49601C

ITEM NUMBER	MATERIAL	ADDITIONAL COMMENTS
704	Pavement Markings	Sample for thickness only. Product must be on the APL

- Note:
- A: One acceptance sample every other day of production. Minimum one IAS per 40 acceptance and one correlation per 5 acceptance.
  - 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 40 acceptance samples for Class B and one IAS per 25 acceptance sample for Class S.
  - C: Class P- Five samples per lot for acceptance. Minimum one IAS per 40 acceptance lots.
  - D. Minimum one acceptance sample per shift. Minimum one IAS per 40 acceptance samples.
  - E. One sample per delivery unit. (per PPD no. 8)

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

This is to certify that all materials, except those materials accepted by certification and those where no samples are required, were properly sampled and tested.

Report prepared by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Reviewed by: \_\_\_\_\_  
 Resident Engineer (Signature and Date:) \_\_\_\_\_  
 Regional Materials Engineer (Signature and Date)

Exhibit 1207-3d Materials Sample Checklist

**1208 CLOSE-OUT OF CONSULTANT AND LOCAL GOVT. PROJECTS**

When closing out a project administered by a Consultant or a Local Government, the Resident Engineer shall ensure that the close-out procedures outlined above for ADOT administered projects are followed. The Resident Engineer should also refer to the "Consultant Construction Management Manual" for additional guidelines.

At the end of the project, Consultants and Local Governments are required to return all Department property, project records, computer programs, and purchased equipment and materials. Warranty information and operations manuals should also be supplied when appropriate. The ADOT Project Monitor must check the quantity and quality of the transferred materials and records before allowing final payment to the consultant.

The Project Monitor should keep in mind that some materials may be of little value, disposable or depreciated below salvage range.

The Project Monitor (or the Resident Engineer) shall complete the Consultant Rating Forms, and check the contract documents for any other final requirements.

**1209 DISPOSITION OF RECORDS**

Once final payment is made to the Contractor, the ORG staff shall carefully pack all project records in boxes and store them at the District Office. As the boxes are being packed, the following information should be noted on the outside of the box:

1. Project name
2. Project number
3. TRACS number
4. Completion date
5. Resident Engineer
6. A list of the contents of the box.

Survey books should be submitted separately to the District.

Project records are kept in the records storage area in accordance with ADOT M-MGT-9.03 Records Destruction Procedure.

## **1210 LABOR COMPLIANCE FOR FEDERAL AID PROJECTS**

### **1210-1 General**

ADOT is responsible for enforcing the required contract provisions for Federal Aid Construction Contracts. The responsibility for the inspection and enforcement of labor standards rests mainly with the Resident Engineer. It is to the Resident Engineer's advantage to resolve any questions that may arise as promptly as possible. The Resident Engineer is expected to be familiar with and able to answer inquiries regarding the Federal Aid contract provisions.

Questions regarding Labor Compliance regulations should be directed to:

ARIZONA DEPARTMENT OF TRANSPORTATION  
FIELD REPORTS SECTION  
206 South 17th Avenue, Room 184, Mail Drop 133A  
Phoenix, AZ 85007  
Phone (602) 712-7301; FAX (602) 712-3067

### **1210-2 Federal Labor Acts**

#### **Davis-Bacon Act of 1931 and Davis-Bacon and Related Acts (DBRA)**

All laborers and mechanics working on the construction project are required to be paid unconditionally, and not less than once a week, the wage rates contained in the wage decision incorporated into the contract.

The term "laborer" or "mechanic" include those workers whose duties are manual or physical in nature (who use tools or who are performing work of a trade), as distinguished from mental or managerial. The term includes apprentices, trainees, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual.

Laborers and mechanics must be properly classified and paid according to work actually performed. 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 the employer's certified payroll reports (CPR) accurately set forth the time spent in each classification.

The wage decision and all approved conformed classifications shall be posted at all times at the site of work in a prominent and accessible place where it can be easily seen by all employees.

#### **The Contract Work Hours and Safety Standards Act (CWHSSA) of 1969**

This Act contains weekly overtime pay requirements and applies to contracts which may require or involve the employment of laborers or mechanics, including watchmen and guards. This Act applies to federally funded construction projects in excess of \$100,000 and also extends to federally-assisted contracts subject to Davis-Bacon and Related Acts (DBRA) wage standards to which the Federal Government is not a direct party.

CWHSSA requires that laborers and mechanics employed on covered contracts be paid not less than one and one-half times their basic hourly rate of pay for hours worked in excess of forty hours in a work week. It also provides for liquidated damages in the sum of \$10 for each calendar day (with respect to each employee violation) where an employee was required or permitted to work overtime hours without the payment of overtime wages required by CWHSSA. The Act also provides health and safety standards on covered construction work which are administered by Occupational Safety & Health Administration (OSHA).

**The Copeland “Anti-Kickback” Act of 1934**

1. Compliance required with the Copeland Act, or “Anti-Kickback Act.”
  - The contractor and subcontractor must submit a weekly statement of wages paid to each employee for work performed in the preceding payroll period
  - Employees must receive the full pay to which they are entitled to for the work performed
  - Employees must be paid on a weekly basis
2. The certified payroll reports shall contain:
  - Employee name and address
  - Correct classification and rate of pay
  - Daily and weekly number of hours worked
  - Deductions made and actual wages paid

The willful falsification of a payroll report or “Statement of Compliance” may subject the employer to civil or criminal prosecution and may also be a cause for debarment.

**1210-3 Certified Payroll Procedures in LCPtracker (Labor Compliance software)**

1. The Resident Engineer’s field office staff must review the certified payroll reports after they are certified by the contractor or subcontractor.
2. When the field office staff discovers repeated violations of Davis-Bacon requirements by the contractor or subcontractor it is considered a non-performance issue.
3. If this pattern is pervasive the construction field office will proceed in the following manner:
  - Part or all of the monthly progress payments will be withheld until the contractor can demonstrate compliance, per Subsection 109.06 and the contract Special Provisions
  - Written notification of discrepancies, along with an expected due date from the contractor, is required. See Exhibit 1210-1 *Delinquent Certified Payroll Letter*.

**Statement of Compliance**

1. The Statement of Compliance is available for electronic signature after a contractor certifies the payroll record. See Exhibit 1210-2 *Statement of Compliance*.
2. If no work was performed, the contractor must submit a Statement of Compliance stating “NO WORK PERFORMED.”



Intermodal Transportation

Douglas A. Ducey, Governor  
 John S. Halikowski, Director  
 Dallas Hammit, State Engineer

Month Day, Year

FirstName LastName

Company Name

Address Line #1 (Second line optional)

City, ST ZIP CODE

RE: PROJECT: (TRACS) (PRJ #)  
 (PROJECT NAME)  
 (LOCATION)

Dear Mr./Ms. LastName:

In accordance with Section 109.06(C) of the project special provisions, the following payrolls are delinquent and payroll retention will be held for

(MONTH) (YEAR) Payrolls if corrected payrolls are not received by: (DATE)

New payrolls with possible retainage:

Company	PR#	End Date	Reason not OK	Comments
(ex. Field Reports, LLC.)	(10)	(ex. 1/01/2015)	(PR not received)	(n/a)

All delinquent or incorrect certified payrolls not submitted within 10 days after this written notification will be subject to \$2,500.00 retention, per payroll, from the next monthly estimate. For each payroll this is not acceptable after the 90-day time frame, the Department will only release \$2,000.00 of the \$2,500.00 retained. The Department will retain the \$500.00 as liquidated damages.

Cutoff date for corrected payrolls: (ex.1/01/2014)  
 Amount of New Notifications: (ex. \$5,000.00)  
 Amount of Old Notifications: (ex. \$2,500.00)  
**TOTAL OF NOTIFICATIONS (ex. \$7,500.00)**

This is your written notification for the discrepancies for the above referenced project. If you have any questions regarding the above, please do not hesitate to call me at (PHONE #).

Respectfully,

FIRST NAME, LAST NAME  
 TITLE

ARIZONA DEPARTMENT OF TRANSPORTATION  
 206 S. 17th Ave. | Phoenix, AZ 85007 | azdot.gov



Date: Tuesday, January 10, 2012

I, NAME, TITLE hereby state:

(1) That I pay or supervise the payment of the persons employed by PRETEND SUBCONTRACTOR on the TEST PROJECT; that during the payroll period commencing on 10/8/2011 and ending on 10/14/2011 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said PRETEND SUBCONTRACTOR from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 167, 3145), and described below:

All comments are in the notes on the submitted Certified Payroll Report.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS:

Any exceptions to the above are reported in the certified payroll in the notes section for the specific individual.

REMARKS:

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Electronic Signature Code: 6027127623-4999901C- ORG-8950-1011412011 12:00:00 AM-RECEIVED-129706999567013621

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

Exhibit 1210-2 Statement of Compliance

**Certified Payrolls in LCPtracker**

1. Certified payroll reports shall be submitted to the Resident Engineer (via LCPtracker) each week, no later than seven days after the close of the previous work week.
2. Each certified payroll report will be submitted in chronological order, including the work weeks in which no work is performed.
3. Each employee must have a first and last name and employee identification number included on the certified payroll report.
4. Each craft/classification that the employee works in will be reported on the certified payroll report.
5. The basic hourly rate of pay and the subsequent fringe benefit amount included on the certified payroll report must be equal to or greater than the prevailing wage rates required by the applicable wage decision.
6. The certified payroll report entry for each employee must include all hours worked on the project subject to Davis-Bacon prevailing wages, gross pay for those hours worked and the gross pay earned for all hours worked in the work week.
7. The overtime rate paid must be included on the certified payroll report for all hours worked over 40 in any given work week. Fringe benefit amount due will not be included in the calculation of overtime pay, but will be paid for all hours worked in a given work week.

Wage decision prevailing wage			
base	fringe	total	overtime
\$15.00	\$5.00	\$20.00	$[\$15.00 \times 1.5] + \$5.00 = \$27.50$
Contractor employee regular hourly rate of pay			
base	fringe	total	overtime
\$20.00	\$0.00	\$20.00	$\$20.00 \times 1.5 = \$30.00$
Contractor employee regular hourly rate <b>with fringes paid to plan</b>			
base	fringe	total	overtime
\$14.50	\$5.50	\$20.00	$[\$14.50 \times 1.5] + \$5.50 = \$27.25$

8. Any deductions from the employee net or gross pay that are included in the “other deduction” field of the certified payroll report will be noted in the employee payroll record in the notes section at the bottom of the screen. The contractor must upload a copy of a signed Employee Authorization of Deduction form.
9. The fringe benefit portion of the prevailing wage that is paid to the employee in cash instead of contributed into a fringe fund, plan or program may be entered into the “Rate in Lieu of Fringe” field in the employee payroll record.

10. The contractor will include those portions of the fringe benefit due the employees that are contributed into funds, plan and programs on the employee's behalf as "Fringe Contributions paid to others (not the employee) for this project only." The data will be reflected in the section of the certified payroll report as "Deduction, Contribution and Payments".
11. The apprenticeship certificate or trainee agreement must be uploaded by the contractor/subcontractor in the eDocuments field in LCPtracker. The contractor may not include an employee as an apprentice or trainee on the certified payroll report until Field Reports has accepted the certificate/agreement and approved the apprentice/trainee status of the employee in LCPtracker.
12. The contractor/subcontractor must denote that the last certified payroll report submitted is the "final" payroll.
13. The certified payroll must be reviewed by the field office staff for accuracy, compliance with the applicable wage decision and the reporting requirements included in the Contract Special Provisions.
14. The information documented on the contractor employee interview form will be compared with the information included in the corresponding certified payroll reports. The field office staff will address any issues found with the prime contractor. After all issues and discrepancies have been resolved, the field office will upload the contractor employee interview forms into the LCPtracker eDocuments field and provide hard copies to Field Reports.

### **Revisions to Certified Payrolls**

1. Each time a payroll report is rejected by the field office staff, the system opens a dialog box. The reason for the rejection should be included and saved in the dialog box. The system will generate and deliver an email to the applicable contractor/subcontractor. The field office staff should notify the prime contractor when a subcontractor certified payroll report is rejected See Exhibit 1210-3 *Rejected CPR Notice*.
2. Request that the applicable contractor/subcontractor correct the certified payroll reports. The contractor/subcontractor must upload verification of restitution calculations and back wages paid to the underpaid employees.
3. After revisions, provide the appropriate information in the Notes section at the bottom and recertify the payroll.

The screenshot displays the ARIZONA DOT web application interface. At the top, a navigation menu includes links for Contract Compliance, Products Store, Validation Disclosure, eTraining, Support, and Logout. Below this is a secondary menu with Project, Certifications, Violations, Reports, Admin, eDocuments, and Set Up. The 'Certifications' section is active, showing a list of contractors. Two entries are visible: 'HI23401C - PRETEND PRIME GARCIA CONTRACTING, INC. / FIELD REPORTS 17TH AVE TO MADISON' and 'SYLVIA GARCIA PRETEND SUBCONTRACTOR'. A 'Load Data' button is present. A modal dialog box titled 'Rejected CPR Notice Comments' is open, featuring two text input fields. The first field is labeled 'Rejected CPR Notice Comments' and the second is 'Confidential Rejection Note'. Both fields have a character count of 0 and a maximum limit of 1025 characters. An 'Ok' button is at the bottom right of the dialog. In the background, a table is partially visible with columns for 'Process Status', 'Select', 'Accept Status', and 'View Details'. The 'Process Status' column shows 'Certified', and the 'Accept Status' column shows 'REJECTED'. The 'View Details' column has a 'Details' link.

Exhibit 1210-3 Rejected CPR Notice

## 1210-4 Apprentice and Trainee Documentation

### Apprenticeship Programs:

1. Apprenticeship programs are regulated and approved by the Arizona Commerce Authority, the state agency that has been delegated the authority by the U S Department of Labor.
2. Apprenticeship programs issue an "Apprenticeship Certificate" which has been approved by the Arizona Commerce Authority to the laborers and mechanics that are enrolled in the approved programs.
3. The contractors who use apprentices as part of their work force will be responsible to submit those approved apprenticeship certificates to ADOT prior to reporting the hours worked on a project subject to Davis-Bacon prevailing wages.
4. The apprenticeship certificates will include:
  - The level of achievement of the apprentice
  - The approved program in which he is enrolled in
  - The approved apprentice to journeyman ratio that must be met on the project work site
  - Authorizing signatures from the apprenticeship program and the Arizona Apprenticeship Office
  - Certificate expiration date and the expected date of advancement of the apprentice

### Training Programs:

1. Training Programs are developed by individual contractors and are regulated and approved by ADOT's Civil Rights/Business Engagement & Compliance Office and the Regional Federal Highways Administration Civil Rights Office.
2. Contractors issue a "Training Agreement" signed by the contractor training director and the employee who is enrolled in the program.
3. The contractors who use trainees as part of their work force will be responsible to submit those signed training agreements to ADOT prior to reporting the hours worked on a project.
4. The training agreements will include:
  - The level of achievement of the trainee
  - The approved program in which he is enrolled
  - Expiration of the training agreement

## 1210-5 Fringe Benefits

- The Davis-Bacon Prevailing wage is made up of two interchangeable components - a basic hourly rate and a fringe benefit rate.
- The basic hourly rate and the fringe benefit rate listed on the wage decision may be paid entirely in cash wages.
- Contributions made or costs incurred by the contractor for bona fide fringe benefits may be creditable towards fulfilling the requirement or;
- A combination of cash wages paid and bona fide fringe benefit contributions may be used together to meet the total required prevailing wage. See Exhibit 1210-4 *Fringe Plan Information Request Letter*.

Please provide the following information for all benefits that apply to the [Contractor Name](#) company sponsored or union affiliated fringe benefit plans no later than close of business 8/6/2012:

1. Employee handbook or written information that is given to employees which provides a description of the company sponsored benefits employees can participate in when they go to work for the company;
  - a. Medical coverage
  - b. Dental coverage
  - c. Vision coverage
  - d. Life/AD&D coverage
  - e. Vacation time off
  - f. Holiday time off
  - g. Pension / 401k plan
2. Detailed description of the participation levels for both the company and employees for health/welfare benefits. Example: [Contractor Name](#) Corp pays 80% of the cost of medical coverage for the employee only and the employee pays the remaining 20% and for any dependent coverage, etc.
3. Current copies of health care provider's billings; listing participating employees and the monthly premiums paid on their behalf along with copies of cancelled check or electronic funds transfer as proof of payment. [\(please provide an invoice and payment verification for one month from the benefit plan year\)](#)
4. IF APPLICABLE -Record of deposits for Pension / 401k contributions made on behalf of employees, account statement listing participating employees and copy of cancelled check or electronic funds transfer as proof of payment.
5. IF APPLICABLE- Union Employer Reporting Form(s) listing all union employees, total hours worked in the month, contribution levels and copies of cancelled check(s) as proof of payment. [\(please provide an ERF and payment verification for one month from each union trust\)](#)

Electronic documents are acceptable. Please provide them to person requesting [@azdot.gov](mailto:@azdot.gov).

Thank you,

Person Requesting Information  
ADOT Construction-Materials Field Reports

**1210-6 Specific Fringe Benefits**

1. The fringe benefit portion of the required prevailing wages must be paid to the employees for all hours worked under a contract subject to Davis-Bacon.
2. Some of the most common types of fringe benefit plans that are accepted by the Department of Labor as “bona fide” are:
  - Health, Dental and Vision Insurance
  - Pension
  - Life Insurance
  - Accident & Disability insurance
  - Sick Leave
  - Vacation and Holiday
  - Defrayment of costs of apprenticeship or other similar programs
3. If the contractor contributes all or some of the fringe benefit portion of the prevailing wage due the employee into fringe benefit plans and applies those contributions to meet the required prevailing wage:
  - The ADOT Field Reports Office sends the scripted request for information to the contractor
  - The information is forwarded to Field Reports for evaluation
  - Use the creditable amounts calculated by Field Reports, distributed as a fringe plan summary, as a benchmark for evaluation of the certified payroll reports

**1210-7 Overtime, Fringe Benefits and Zone Pay**

Overtime is calculated at one and one-half times the basic rate of pay, plus the fringe benefit requirement for all hours in excess of 40 hours.

Example:           Hourly Rate                    –       \$10.00 per hour  
                           Fringe Benefit Rate           –       \$ 3.00 per hour  
                           Overtime calculation is       –       [\$10.00 x 1.5] + \$3.00 = \$18.00 per hour

If the project Wage Decision indicates an additional amount for Zone Pay, that amount is added to the basic rate of pay.

**Power Equipment Oper Grp 3   Wage Rate = \$17.25   Fringes = \$3.53**  
**Zone 2 – add \$1.00 per hour**

POWER EQUIPMENT OPERATOR 3 = WORKING IN ZONE 2						
FRINGE PAID TO AN APPROVED PLAN						
Basic Wage Rate	+	Zone Pay	=	<u>Straight Time Rate of Pay</u>		
\$17.25	+	\$1.00	=	\$18.25		
Basic Wage Rate	+	Zone Pay	x 1.5	=	<u>Overtime Rate of Pay</u>	
\$17.25	+	\$1.00	x 1.5	=	\$27.38	
POWER EQUIPMENT OPERATOR 3 = WORKING IN ZONE 2						
FRINGES PAID IN CASH						
Basic Wage Rate	+	Zone Pay	+ Fringe Rate	=	<u>Straight Time Rate of Pay</u>	
\$17.25	+	\$1.00	+ \$3.53	=	\$21.78	
Basic Wage Rate	+	Zone Pay	x 1.5	+ Fringe Rate	=	<u>Overtime Rate of Pay</u>
\$17.25	+	\$1.00	x 1.5	+ \$3.53	=	\$30.91

## 1210-8 Back Wage Payments

When ADOT has determined that a contractor must pay compensation to employees that did not receive Davis-Bacon prevailing wages, there are two procedures. The back wage procedures differ depending on whether the contractor and employee are still working on the project or are no longer working on the project.

Back wage procedures when the Contractor & Employee are still working on the project:

- The contractor may include the monies owed to the employee on a future payroll cycle.
- The contractor will include the reason for the underpayment on the employee payroll record as an "edit:" to the certified payroll report where the underpayment occurred.
- The contractor will include the monies owed to the underpaid employee on a current certified payroll report for all hours earned in that work week.
- The contractor will include notes in the employee payroll record to explain the amount of restitution and reference the certified payroll report number where the underpayment was originally made.
- When underpayments have been made the contractor must upload verification of restitution calculations and back wages paid to the underpaid employees working under the contract (i.e., spreadsheet and cancelled paycheck or direct deposit record).

Back wage procedures when the contractor and employee are no longer working on the project:

- The contractor shall issue paychecks to the underpaid employees for the restitution owed.
- The paychecks must be written to "Employee Name or Unclaimed Property," and will include the employees last known address.
- The contractor will provide the back wage checks to ADOT for distribution to the underpaid employees.
- When underpayments have been made the contractor must upload verification of restitution calculations and back wages paid to underpaid employees working under the contract (i.e. spreadsheet and cancelled paycheck or direct deposit record).

## 1210-9 Contractor Employee Interviews

1. The Contract Special Provisions includes direction that the contracting agency must conduct contractor employee interviews (English and Spanish) while the employees are working on the project site of work. The ADOT Inspectors are responsible for conducting the interviews and observing the interviewees as they perform work on the project site. See Exhibit 1210-5 *Employee Interview Form* & 1210-6 *Employee Interview Form (Spanish)*.
2. The interviews should be sufficient in number to establish a degree of adequacy and accuracy of records. The interviews should be representative of all classifications of employees on the project work site. The intent is to interview every employee at least once during the life of the project.
3. The inspector will include the tools and/or equipment used by the employee and the tasks that the employee performs throughout the period of observation.
4. Employees should not be interviewed in the presence of other employees. The interviews are confidential and are never shown to the contractor.
5. The inspector will submit the completed interview forms to the construction office staff and complete the Pen version of the interview form within the same week of the interview.
6. The construction field office staff will review the employee interview forms and compare the information to the applicable certified payroll report.

7. If discrepancies exist between the interview form and the certified payroll, the construction field office staff will work to resolve the differences. In cases where no classification on the assigned wage decision fits the work being performed by an employee, a "Request for Authorization of Additional Classification and Rate" (Conformance Request) should be submitted to the Construction Field Office for review.
8. When all payroll issues have been resolved, the construction field office staff will upload the employee interview forms into LCPtracker eDocuments and forward hardcopies to Field Reports within 2 weeks of the interview date.
9. If there are serious non-compliance issues, the Resident Engineer may contact Field Reports for assistance.



**ARIZONA DEPARTMENT OF TRANSPORTATION  
RECORD OF CONTRACTOR EMPLOYEE INTERVIEW**

Project/TRACS #: \_\_\_\_\_ Interview Date: \_\_\_\_\_  
 Prime Contractor: \_\_\_\_\_ Time: \_\_\_\_\_  
 ADOT Inspector's Name: \_\_\_\_\_

**Questions for the Employee**

Name: \_\_\_\_\_  
 Employer: \_\_\_\_\_  
 Does your paycheck come from that employer?  Yes  No  
 What is your working craft and classification? \_\_\_\_\_ Other \_\_\_\_\_  
 Do you work in more than one classification?  Yes  No  
 Are you paid a different hourly rate for each classification?  Yes  No  
 Are you an apprentice or trainee?  Yes  No  
 What is your hourly wage on this project? \_\_\_\_\_  
 What is your regular hourly wage? \_\_\_\_\_  
 Does your employer offer benefits?  Yes  No  Vacation/Holiday  Health Insurance  Pension  
 Does your employer pay for some or all of your benefits?  Yes  No  
 Do you work more than 40 hours in a work week?  Yes  No  
 Are you paid time and one-half for all overtime hours worked?  Yes  No  
 Are you paid at least once a week?  Yes  No  
 Do you know where the wage rates for this job are posted?  Yes  No  
 Do you believe your employer is paying you the correct wage rate for the work you are performing?  Yes  No  
 If not, what hourly rate do you believe you should be paid? \_\_\_\_\_  
 Would you like to make any comments or do you have any concerns? \_\_\_\_\_

**Inspector's Comments** *(At the time of the employee interview record the following)*

Work being performed by employee: \_\_\_\_\_  
 Type of tools or equipment used by employee: \_\_\_\_\_  
 Make and model of tools or equipment used by employee *(if applicable)*: \_\_\_\_\_  
 Notes: \_\_\_\_\_

<b>Payroll Review</b>		Certified Payroll Report #:	Week End Date:
Classification Required per Wage Decision:			
Base Rate:	Fringe Rate:	= Total Pay:	
Classification shown on Payroll:			
Hourly Rate:	Hourly Cash Fringe:	Hourly Plan Fringe:	=Total Pay:
Verification of Fringe Benefit Plan:	Health & Welfare:	Pension:	All Other:
	Vacation & Holiday:		Training:
Back Wages Owed?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, are back wages submitted and uploaded to LCP?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Interview in LCPTracker?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Conformance Request Required?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date Original to Field Reports:		Date Uploaded to LCP Tracker:	
Date Verified:		Verified by:	



**ARIZONA DEPARTMENT OF TRANSPORTATION  
REGISTRO DE ENTREVISTA DE EMPLEADO CONFORME A CONTRATO**

Proyecto/TRACS #: \_\_\_\_\_ Fecha de la entrevista: \_\_\_\_\_  
 Contratista Principal: \_\_\_\_\_ Hora: \_\_\_\_\_  
 Inspector de ADOT: \_\_\_\_\_

**Cuestionario para el empleado**

Nombre: \_\_\_\_\_  
 Empleador: \_\_\_\_\_

¿Su cheque es expedido por su empleador?  Si  No

¿Cual es su trabajo y clasificación? \_\_\_\_\_

¿Trabaja en más de una clasificación?  Si  No

¿Se le paga diferente por cada clasificación?  Si  No

¿Esta de aprendiz o en entrenamiento?  Si  No

¿Cual es su pago por hora en este proyecto? \_\_\_\_\_

¿Cual es su pago regular por hora? \_\_\_\_\_

¿Su empleador ofrece beneficios?  Si  No  ¿Vacaciones/días feriados?  ¿Seguro?  ¿Pensión?

¿Su empleador paga por algunos/todos sus beneficios?  Si  No

¿Trabaja más de 40 horas por semana laboral?  Si  No

¿Se le paga tiempo y medio por las horas extras?  Si  No

¿Se le paga por semana?  Si  No

¿Sabe en donde se publican los salarios para este trabajo?  Si  No

¿Cree que su empleador le esta pagando el salario justo por el trabajo que usted esta desempeñando?  Si  No

Y si no, ¿que salario por hora cree que le deberían de pagar? \_\_\_\_\_

¿Le gustaría hacer algún comentario o tiene alguna otra inquietud? \_\_\_\_\_

**Inspector's Comments** *(At the time of the employee interview record the following)*

Work being performed by employee: \_\_\_\_\_

Type of tools or equipment used by employee: \_\_\_\_\_

Make and model of tools or equipment used by employee *(if applicable)*: \_\_\_\_\_

Notes: \_\_\_\_\_

<b>Payroll Review</b>	Certified Payroll Report #:	Week End Date:	
Classification Required per Wage Decision:			
Base Rate:	Fringe Rate:	= Total Pay:	
Classification shown on Payroll:			
Hourly Rate:	Hourly Cash Fringe:	Hourly Plan Fringe:	=Total Pay:
Verification of Fringe Benefit Plan:	Health & Welfare:	Pension:	All Other:
	Vacation & Holiday:		Training:
Back Wages Owed?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, are back wages submitted and uploaded to LCP?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Interview in LCPTracker?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Conformance Request Required?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date Original to Field Reports:		Date Uploaded to LCP Tracker:	
Date Verified:		Verified by:	

Exhibit 1210-6 Employee Interview Form (Spanish)

## 1210-10 Site of Work, Truck Drivers and Hauling

### Site of Work

1. Davis-Bacon and Related Acts (DBRA) apply to workers on the site of the work.
2. It is limited to the physical place or places where the construction remains after work has been completed.
3. Any other site where a significant portion of the building or work is constructed, provided such site is established specifically for the contract.
4. Site of the work includes fabrication plants, mobile factories, batch plants, borrow pits, tool yards, headquarters, etc. provided they meet the following requirements:
  - Located adjacent or virtually adjacent to the site of the work described above and;
  - Dedicated exclusively to the performance of the contract or project.

### Coverage of truck drivers under Davis-Bacon

1. Truck drivers are covered under these circumstances:
  - For time spent on the site of work;
  - Time spent loading and or unloading material on the site of work;
  - Transporting materials between a facility that is deemed part of the site of work and the project site.
2. Truck drivers are not covered by Davis-Bacon in these circumstances:
  - Material delivery drivers while off of the site of work;
  - Drivers of a contractor or subcontractor while driving between a commercial facility and a site of work covered by Davis-Bacon;
  - Drivers that spend limited time on the site of work for delivery or pick up of materials;
  - A bona fide owner operator must own and drive their own trucks. Certified payrolls are required to show the name of the owner operator, but not wages paid or hours worked;
  - Overtime pay is required for truck drivers, regardless of whether the hours worked on the contract are on or off the site of work.

The Department of Labor has an enforcement position with respect to bona fide owner-operators of trucks who are independent contractors (an owner operator is a person who owns and drives the same truck). Certified payrolls, including the names of such owner-operators, do not need to show the hours worked or rates paid, only the notation "owner-operator." This position does not apply to owner-operators of other equipment (such as bulldozers, backhoes, cranes, welding machines, etc.).

ADOT does not require Owner-Operators to submit certified payrolls, only the completed Subcontract Request Form (SRF).

### 1210-11 Documentation Required for Proof of Owner-Operator

Owner-operators sign the Subcontract Request Form (SRF) certifying that they are a bona fide owner-operator. It is the prime contractor's responsibility to verify current Commercial Driver's License and valid registration.

## **1211 MISCELLANEOUS COMPLIANCE FOR ADOT PROJECTS**

### **1211-1 Subletting the Contract**

Section 108.01 of the 2008 Standard Specifications provides that the Contractor shall perform with his own organization, contract work amounting to not less than 40 percent of the original contract cost. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the Engineer or his authorized representative and such consent, when given, shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract.

A written request to subcontract portions of the work and a signed and executed copy of the [Subcontractor Request Form \(SRF\)](#), along with the required attachments shall be made to the Resident Engineer and approved by the Construction & Materials State Engineer, prior to the performance of any work by the proposed Subcontractor.

The SRF needs to contain the contract items to be sublet, with quantity, unit bid price and monetary amount for each. If the item is to be partially subcontracted, it should be noted as such (i.e., place only, haul only, etc.). Any contractual agreements between the Contractor and the Subcontractors covering contract items of work will be counted towards the permissible amount of subcontract work.

### **Subcontractor Request Form (SRF) Approval**

The [Subcontractor Request Form \(SRF\)](#) is a streamline form to use in requesting approval for subcontractors. This form will save time, eliminate excessive paper and ensure the subcontractor receives all the necessary documents. The SRF and instructions are available on the [Contractors Information](#) web page. See Exhibit 1211-1 *Subcontractor Request Form (SRF)* and Exhibit 1211-2 *Subcontractor Request Form Instructions*. **NOTE:** There is a separate [SRF](#) and [Instructions](#) to be used specifically for Procurement Projects.

For all Federal Aid contracts with DBE goals, the Contractor's "DBE Intended Participation Affidavit" is a condition of award. In accordance with the Special Provisions, the Contractor is required to submit copies of legally binding agreements with the DBE indicated on the affidavit at the preconstruction conference. The agreements may be purchase orders, subcontracts, or any other form of agreement. Approval for DBE Subcontractors will be considered prior to other Subcontractors.

### **1211-3 Hauling Only**

Unless the hauling is by the commercial supplier/entity or offsite material production plant, trucking companies are to be authorized as Subcontractors.



DO NOT FAX / DO NOT ALTER

**SUBCONTRACTOR REQUEST FORM (SRF)**

It is ADOT's responsibility to ensure that prime contractors employ subcontractors in accordance with various Federal and State regulations. With this in mind, ADOT has implemented a subcontractor approval streamlining process which will ensure compliance while decreasing the required approval time. Field Reports / 206 S. 17th Ave, MD 133A Phoenix, AZ 85007 / FReports@azdot.gov

SUBCONTRACTOR _____	ADOT TRACS NO. _____
ADDRESS _____	ADOT PROJECT NO. _____
CITY, STATE, ZIP _____	PRIME CONTRACTOR: _____
TELEPHONE NO. _____	TELEPHONE NO. _____
EMAIL ADDRESS (REQUIRED) _____	PRIME CONTRACT AMOUNT \$ _____
CONTACT NAME (PRINT) _____	ESTIMATED SUBCONTRACT AMOUNT \$ _____
SUBCONTRACTOR R.O.C. NO. _____ CLASS _____	I CERTIFY THAT I AM A BONA FIDE TRUCK OWNER/OPER _____
SUBCONTRACTOR FED EIN _____ AZ UTRACS NO. _____	
LOWER TIER TO: _____	
DBE: <input type="checkbox"/> YES	Signature _____ / Date _____

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

**CERTIFICATION:**

The Prime Contractor and Subcontractor certifies the following :

- A) The Subcontractor has received applicable Documents No. 6-12 per Special Provisions.
- B) The Prime Contractor and Subcontractor will execute Documents No. 1 and 4 or 5 prior to the start of Subcontractor's work. DBE subcontracts to be submitted at Pre-Construction conference (Spec. 108.01/.03)
- C) Upon execution, Prime Contractor will send Field Office and Field Reports copies of Documents No. 1-3, and 4 OR 5
  - 1. Subcontract Agreement containing the above Bid Items of Work
  - 2. Standard Specifications 107.18 and 107.19 Federal Aid and Non Federal Aid projects (FA and Non FA projects)
  - 3. Cargo Preference Act (FA projects only)
  - 4. Certification, Contracts or Subcontracts subject to EEO Clause August 1, 2000 (Non FA projects only)
  - 5. Certification, Contracts or Subcontracts subject to EEO clause April, 1969 (FA projects only)
  - 6. Executive Order 2009-09 Superseding 99-4 Amending 75-5 (Non FA projects only over \$300,000)
  - 7. Standard Federal EEO Construction Contract Specifications (Executive Order 11246) Rev. 4/15/1981 (FA and Non FA projects)
  - 8. Notice of Requirement for Affirmative Action to ensure EEO (Executive Order 11246) Rev. 4/15/1981 (FA and Non FA projects)
  - 9. FHWA 1273-(Rev. 5-12) (FA projects only)
  - 10. EEO Compliance Reports, March 1, 2015 (FA Projects only)
  - 11. a) Contractor Compliance Agreement Assurances, b) DBE Special Provisions (EPRISE, 03/15/11), or c) DBE Special Provisions (EPRISENGL, 03/11/15)
  - 12. Wage Determination Decision # AZ \_\_\_\_\_ Mod # \_\_\_\_\_ (As per special provisions for above referenced project)

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

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

Percentage Subcontracted To Date: \_\_\_\_\_ %  
 Total Subcontracted To Date: \$ \_\_\_\_\_  
 Subcontract in Field Reports:  YES  NO  
 Committed DBE  Non-committed DBE

For Assistant State Engineer, \_\_\_\_\_ / Date \_\_\_\_\_  
 Construction - Materials

Field Reports \_\_\_\_\_ / Date \_\_\_\_\_

DO NOT FAX / DO NOT ALTER

14-0458 Rev. 04/16

Exhibit 1211-1 Subcontractor Request Form (SRF)

## SUBCONTRACT REQUEST FORM INSTRUCTIONS

**Prime Contractor:**

1. Fills out the SRF
2. Provides applicable documents 3-11 to the subcontractor
3. The Prime and Subcontractor and Lower Tier (if applicable) sign, date and title the SRF
4. The Prime e-mails or delivers the SRF and subcontract to the ADOT field office

**Field Office:**

1. Scans or delivers SRF and subcontract to Field Reports
2. Faxes or e-mails approved SRF to Contractors

**Field Reports:**

1. Verifies information
2. Obtains Assistant State Engineer's signature
3. E-mails approved SRF to Field Office

---

**1. Begin with a new, full size updated form**

<http://azdot.gov/docs/default-source/construction-group/subcontractor-request-form7820b278c8006c57b531ff0000a35efc.pdf?sfvrsn=6>

SRF must not be altered, faded, or faxed. The SRF must be completely legible

**2. Complete Subcontractor information**

Name must include full legal trade name including "LLC", "Co.", etc.  
Must include all required contact information

**3. Enter correct appropriate ROC license number & Class (if necessary)**

Needs to be current and licensed for the work to be performed

**4. Enter correct appropriate Federal Employer Identification Number (if applicable)**

Do Not Use Social Security Number

**5. Indicate DBE status**

If Yes is selected and the Subcontractor has been confirmed as a committed DBE per affidavit for the project, the following is required with SRF:

- Complete Executed Subcontract
- DBE Contractor Compliance Agreement Assurances with each page initialed and dated

<http://azdot.gov/docs/default-source/beco-library/contractor-compliance-agreement-assurances.pdf?sfvrsn=2>

- Complete FHWA 1273 with each page initialed and dated

<http://www.azdot.gov/docs/default-source/beco-library/fhwa-1273-050112.pdf?sfvrsn=2>

**6. Indicate if the Subcontractor is a lower tier to another Subcontractor (if applicable)**

Subcontractors under the Prime Contractor will need approval first

## SUBCONTRACT REQUEST FORM INSTRUCTIONS

**7. Enter ADOT TRACS and ADOT Project number**

Must be complete and legible

**8. Complete Prime contractor information**

Name must include full legal trade name including "LLC" "Co." etc.

Must include all required contact information

**9. Enter Prime Contract dollar amount**

**10. Enter estimated subcontract amount**

Dollar amount on SRF needs to match dollar amount within the subcontract

**11. Haul Truck Owner/Operators indicate by signing as a bona fide truck Owner/Operator**

**12. Enter bid item number(s)**

- Numbers must be legible, correct and found in the bid schedule
- The Bid item number requested to be subcontracted must be part of the contract
- Indicate Joint / Partial items by checking the box followed with the correct bid item number and provide the dollar amount
- Bid items in excess of lines provided can be listed on an additional page. If those items are Joint / Partial items, please indicate with "Partial" or "P" followed by dollar amount
- Joint / Partial item dollar amounts must add up correctly within the Subcontract amount
- Subcontractors need to be approved for bid items before lower tier company can be approved for the same bid items
- Non-Pay Items need description of work and dollar amount (Items not to be paid by ADOT)
- Force Account and Change Orders need bid item numbers (when available) along with corresponding supplemental agreement reference numbers and description of work with dollar amount

**13. Enter Wage Determination Decision number and Modification number**

(Found in Special Provisions)

**14. Authorized signatures, dates and titles are needed for Prime contractor, Subcontractor and Lower tier to: (if applicable)**

Completed Authorized Signature Form needed in advance for the Prime Contractor only

<http://www.azdot.gov/docs/business/authorized-signature-form.pdf?sfvrsn=0>

**PLEASE DIRECT QUESTIONS AND REQUEST FOR FURTHER INSTRUCTIONS TO THE ADOT  
FIELD OFFICE FOR YOUR PROJECT**

### 1211-5 Lower-Tier Subcontractors

Approved Subcontractors will be allowed to sublet any part of the assigned work to lower-tier Subcontractors providing compliance with the following provisions:

1. A formal request along with the signed and executed copy of the subcontract from the Subcontractor should be made to the Contractor requesting such action. The request and subcontract must show the name and address of the proposed lower-tier Subcontractor, item number, item description, quantity, unit, price and amount.
2. The Contractor shall make written request on behalf of any lower-tier Subcontractor to the Department for approval.
3. The Contractor will be held responsible that all provisions and requirements for Federal Aid contracts and Non Federal Aid contracts are incorporated into each subcontract, regardless of tier, and for compliance with these provisions by his Subcontractors.
4. The Special Provisions included in all Federal Aid contracts stipulate that a DBE Subcontractor may enter into second-tier subcontracts which are consistent with normal industry practices. However, items which are second-tier subcontracted by a certified DBE Subcontractor will not be counted toward the participation goal unless:
  - A. The work is second-tier subcontracted to another certified DBE; or,
  - B. No more than 30 percent of the DBE subcontract is second-tier subcontracted to a Non-DBE.

### 1211-6 Subcontractor versus Supplier

Suppliers need not be authorized as a Subcontractor providing:

1. The supplier does not perform a function which is a part of the construction process itself, i.e., spraying asphalt onto the roadway, erection of bridge members, grading and compacting surface materials, etc.
2. The supplier does not establish a fabricating or processing facility expressly for the use of the project, i.e., direct use of a Department material pit for the project, relocation of processing plants where the project is the only recipient of the product, etc.
3. The supplier in producing and delivering materials does not perform any work on the project.

### 1211-7 Contractor versus Subcontractor

The ADOT Standard Specifications, Section 108.01 and the Federal Contract Provisions, Form FHWA 1273 (See Exhibit 1211-3 *FHWA 1271 – Revised May 2012*) of each contract spell out the subcontracting requirements for subletting a contract. These sections, in general, state there are only two options when it comes to the administration of a contract:

- The Contractor performs all of the work with its own organization, or
- The Contractor sublets or assigns some portion of the work to another entity.

Any contract work not performed by the Contractor is considered a subcontract in the context of these requirements. This is explained in Section VII, Paragraph 4 where it says “No portion of the contract shall be sublet, assigned or otherwise disposed of”. This means any agreement (such as sublets, purchase orders, rental

agreements) by the Contractor to have another company/party etc. perform contract work on the project is technically a subcontract, and as further stated in this section, written consent of this subcontract is needed prior to beginning work and the subcontract needs to include pertinent provisions and requirements of the Contractor's contract.

A further clarification of Section VII, Paragraph 2 states "Its own organization shall be construed to include only workers employed and paid directly by the Prime Contractor and equipment owned or rented by the Prime Contractor, with or without operators." The key to this statement is; who is paying the employees? In this case all of these employees are to be paid by the Contractor. This includes the obvious, their own employees, but also any operators that may come with a rental operator type agreement. If the employee under a rental operator agreement is not paid by the Contractor but is paid by the company the equipment was rented from, then this is technically work disposed of as discussed above, and is a subcontract.

The following are examples to further identify the Contractor/Subcontractor relationship:

- Situation - A bridge deck is poured with a concrete pump; the concrete is supplied by one company and the concrete pump is supplied by another. Is the concrete pump operation a subcontract?

If the concrete pump is supplied to the project without an operator then this is just rented equipment and a subcontract is not needed.

If the concrete pump is supplied with an operator then two scenarios can occur. If the operator is paid by the Contractor and shows on the Contractor's payroll, then this is considered "its own organization" and a subcontract is not needed. If the operator is paid by the company that rents or leases the concrete pump, then this is work disposed of by the Contractor (someone else is performing work on the project) and a subcontract is required, and the Subcontractor is obligated to submit the certified payrolls. The subcontract itself would include both the rented equipment and the operator expenses.

- Situation - Trucking is taking place on the project site with rented trucks with operators, and with trucks that are owner-operators.

If the trucks are rented by the Contractor and the driver is an employee of and paid directly by the Contractor on their payrolls, then this is considered "its own organization" and is not a subcontract.

If the trucks are rented by the Contractor and the Contractor payroll shows these trucks on their payroll as owner-operator, then this is still considered "its own organization" and a subcontract is not needed.

If the Contractor rented the truck and pays another company directly for the truck and operator, and the other company pays the operator, then this is work disposed of by the Contractor, and a subcontract and certified payrolls are needed.

If the Subcontractor rents or acquires other trucks, and all of the drivers are employees of the subcontractor and show up on his payrolls, then no further action is required. However, if the Subcontractor rents trucks from another company, and this company pays for the operators, then this is technically a second tier subcontract and all of the subcontracting and certified payroll requirements apply.

### **1211-8 Unauthorized Subcontractors**

If a subcontractor, of any tier, begins work on the contract prior to the contractor submitting the required documentation and receiving consent from the Engineer, the Department will withhold \$1,000 from monies due or becoming due the contractor as liquidated damages. The liquidated damages will be withheld for each

subcontractor, of any tier, that starts work without the consent of the Engineer. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

If a subcontractor, of any tier, is found working on the project without an approved contract the Engineer will immediately stop work on the subcontract. Work shall not resume until all required documentation is submitted and approved by the Engineer. The contractor shall not be entitled to additional compensation or an extension of contract time for any delays to the work because of the contractor's failure to submit the required documentation.

Should a subcontractor, of any tier, begins working on the project prior to the Engineer's approval, the contractor shall submit a letter of explanation to the Engineer. The letter of explanation must include what occurred and what effort will be made to ensure that it does not occur in the future. Once the Engineer has given concurrence, a copy of the letter must be provided to Field Reports.

### **1211-9 Authorized Signature Form**

An [Authorized Signature Form](#) (notarized) must be submitted to Contract Accounting, Mail Drop 204B for each Federal and Non Federal aid project.

Field Reports needs a copy of the Authorized Signature Form as well before any subcontracts can be approved to work on the project. This is usually submitted at the Pre-Construction Conference and can be scanned or e-mailed to Field Reports. When an employee is no longer authorized to sign or the level of authority has changed, a revised signature form must be submitted.

### **1211-10 Release of Retention**

ADOT no longer withholds retention.

### **1211-11 Consultant Field Offices**

Consultant Field Offices must provide Field Reports with a letter, prior to start of work, with the following information:

1. Physical office address, and phone number(s).
2. Resident Engineer for this project and his/her E-mail address.
3. Office Manager for this project and his/her E-mail address.

FHWA-1273 – Revised May 1, 2012

**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.

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**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.epis.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.

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**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.

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**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.

**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.