Construction Management Manual

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I. DEFINITIONS AND TERMS

Abbreviations:

ADOT	Arizona Department of Transportation
AZPDES	Arizona Pollutant Discharge Elimination System
BECO	Business Engagement and Compliance Office
BOS	Board of Supervisors
CA	Certification Acceptance
CRN	Contract Revision Notification
DBE	Disadvantaged Business Enterprise
DOL	Department of Labor
FAR	Federal Acquisition Regulations
FHWA	Federal Highways Administration
LPA	Local Public Agency
MCDOT	Maricopa County Department of Transportation
NPDES	National Pollutant Discharge Elimination System
OH	Overhead
PC&I Division	Permitting, Construction & Inspection Division (a.k.a MCDOT Construction Branch)
PI	Public Information
PM	Project Manager
PODI	Project of Divisional Interest
RE	Resident Engineer
RFI	Request for Information
RFP	Request for Proposals
SBE	Small Business Enterprise
SOQ	Statement of Qualifications
SOW	Scope of Work
SRF	Subcontractor Request Form
TCP	Traffic Control Plan
TMP	Transportation Management Plan
TO	Transportation Operations

Definitions:

Wherever the following terminology is used in this manual, the intent and meaning shall be interpreted as follows:

Construction Engineer:
For MCDOT administered projects, this refers to the MCDOT Construction Engineer position that serves as the Resident Engineer during construction. For Consultant Administered projects, this position is the Consultant Resident Engineer. In either case, depending on context, delegated authority may be granted to administrative or field inspection staff.

Design Engineer:
The Engineer of Record for the project, who signed and sealed the design plans. This person may be a MCDOT employee or a Consultant, depending on who designed the project.

Nomenclature:

The typical Nomenclature used in this manual is as follows:

Bold font typically indicates an action that needs to be taken.

Italic font typically indicates important information.

Step-by-step instructions for a procedure will be found inside a black box similar to this.

Reference to Appendix documents are shown with a shaded highlight: Appendix F.0.0.

Links to websites change over time, and those shown herein are correct as of this latest update.

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II. INTRODUCTION

Purpose:

The purpose of this manual is identify specific written roles, responsibilities, procedures, forms and sample documents for use primarily during the construction phase of county transportation projects. This manual supports the procurement authority delegated to the Maricopa County Engineer through Article 5 of the Maricopa County Procurement Code, and when applicable, parts of Arizona Revised Statues (A.R.S.) Title 11, Title 16, Title 28, Title 34, Title 41 and the Code of Federal Regulations (CFR) Title 23, Part 635 and Part 637, and Title VI of the Civil Rights Act.

The guidelines in this manual apply to all Maricopa County Department of Transportation (MCDOT) projects including new structures, bridge and roadway widening or realignment; drainage, permanent and temporary traffic controls, intersection improvements, pavement preservation and/or safety improvements.

This manual has been assembled to provide standardized processes and clarify the content requirements of project documentation. Due to the variable size, complexity and diversity of MCDOT projects, not every element of this manual is applicable to every project. Instead, this manual should be used as the baseline requirement and sound engineering and management judgment can then be employed to tailor the guidance provided by this manual to the needs of the project being constructed.

In general, this manual guides the construction phase from the opening of competitive bids, through physical construction of the project, to Final Acceptance and one-year warranty inspection. The manual itself is not considered a contract document between MCDOT and its contractors. Construction contracts are issued to contractors through the County Procurement Office. These contracts specifically reference the MCDOT Supplement to the MAG Specifications and the MAG specifications themselves as contract documents, along with other supporting documents, to address both contractual and engineering requirements of the project.

This manual follows the sections of the Maricopa Association of Governments (MAG) Uniform Standard Specifications for Public Works Construction, just as does the Maricopa County's Supplement to the MAG specifications. Transportation-related construction projects administered by MCDOT are designed to utilize the specifications and standard details provided within the MAG Uniform Standard Specifications and Details for Public Works Construction and the MCDOT Supplement to the MAG.

In addition, this manual provides procedures, forms and examples for administering specific aspects of a construction project under MCDOT jurisdiction.

Updates:

MCDOT may periodically update this manual through Information Bulletins, Procedure Guidelines or Policy Directives issued by the Division Manager for the MCDOT Construction Branch. The intent of these documents will be to amend, further clarify or give additional guidance to requirements of this manual.

This manual, along with each of these updates, are available interactively through MCDOT's internet website.

The Maricopa County Department of Transportation (MCDOT)

MCDOT plans, designs, constructs, and maintains roadways within the county's unincorporated areas.

What is now known as MCDOT began more than 150 years ago and was charged with maintaining a few roads in the newly formed Maricopa County. Currently MCDOT operates and maintains approximately 2500 miles of roadway, more than 80 bridges (16 of them more than 400 feet long) and more than 325 culverts, more than 115 signalized intersections and nearly 35,000 traffic signs.

MCDOT's funding is primarily derived from Highway User Revenue Funds, and other federal and state sources.

The Transportation Mission:

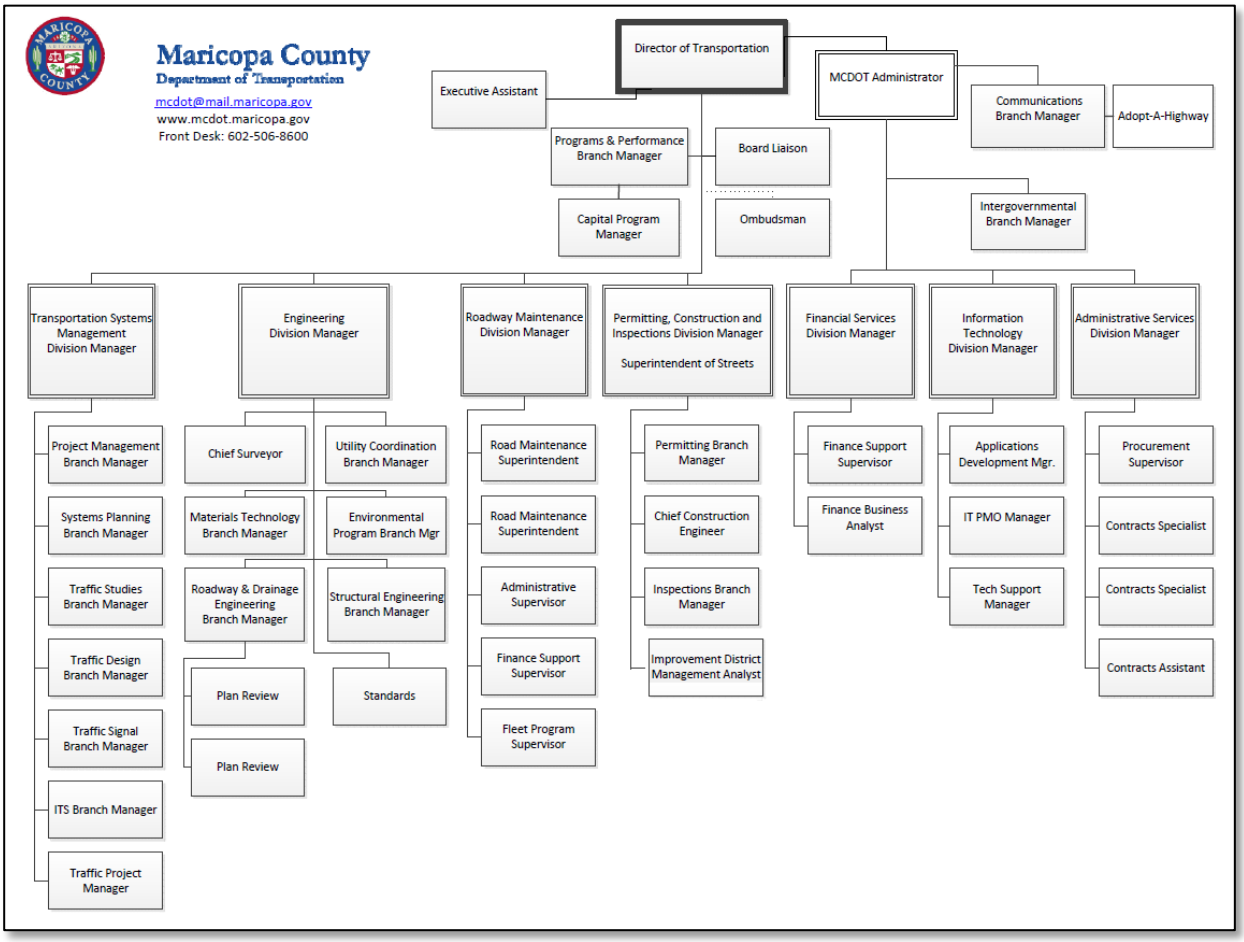
The mission of the MCDOT is to provide a transportation infrastructure and related services to the people within Maricopa County so they can live, work, conduct business, and travel in a safe and clean environment.

The Transportation Vision:

MCDOT performs in a collaborative, innovative, efficient, and effective manner to deliver safe, cost-effective infrastructure that is responsive to our customer.

Organizational Chart:

The Org Chart below is a depiction of the MCDOT organization as of September 2015, and identifies many of those positions discussed throughout this document and their inter-relationship to the rest of the organization.



Who are Our Customers?

A customer is anyone who uses or receives a benefit from the product or service you provide. In order for MCDOT to provide the highest quality work in construction, we have to think about who our customers are now and in the future. The construction of a highway project has many customers with varying needs. They include:

Organization	Who	Primary Needs
Traveling Public	motorists, truckers, mass transit	Safety Convenience; easy to drive, maneuver, and navigate
Neighbors	residences, businesses local jurisdictions	minimal or positive impact on their environment, accessibility
Government Representative	Taxpayers	the best value for every dollar spent; perceived needs of their constituents are being met
FHWA (when federally funded)		compliance with federal standards and regulations
Utilities and Local Governments	SRP, APS, CenturyLink, SWG, Cities, Counties, etc.	compatibility with their infrastructure and facilities
MCDOT's Project Manager		project under construction satisfies the project's design scope, completion schedule and overall MCDOT budget
Technical Groups		design and construction standards are met or exceeded
MCDOT Director, County Engineer & Construction Branch Manager		conformity to current public policy and compliance with MCDOT standards and policy
Maintenance Personnel		low maintenance costs (few repairs and preventative actions needed)
Regional Traffic Engineer and Technicians		traffic control devices (sign, Traffic striping, lights, & signals) function Effectively and efficiently

With so many customers and so many needs, it's easy to see why getting high quality in a constructed highway project is at the very least "challenging." Fortunately, many of the needs complement each other and very few conflict. For example, an easy-to-maintain project is usually a good value to taxpayers. And everyone wants a safe highway that is compatible with the local community.

Roles and Responsibilities within the MCDOT Construction Branch:

The Construction Management Manual was drafted to address the requirements and deliverables needed during the construction phase. Many of these needs must be addressed during the scoping phase, design and funding phases of a project. Below are described the duties and responsibilities of the Project Manager and the Construction Engineer in more detail.

Project Manager

The Project Manager is an important source of information for the Construction Engineer concerning the history of the project before construction, the reason for its initiation, and the problems it is trying to solve. Ideally, the Construction Engineer should be involved during the development of the project from about the 50% to 60% design completion to the extent of involvement in periodic design progress meetings as well as given an opportunity to review preliminary plans and offer feedback for design preferences that will enhance the long-term maintenance of the project.

The Project Manager will be able to identify the major team members involved in project development, what agreements were made, and who to contact. The Project Manager oversees the entire development and design process and can help clarify issues in design and engineering that may arise in the field (or can at least put you in touch with someone who can).

Just prior to Bid Advertisement, the Project Manager shall be responsible to jointly review the project location, anticipated duration, anticipated start and completion dates and construction documents (Plans, Special Provisions and Engineer's Estimate) with the Construction Branch Manager. The Project Manager shall obtain the Branch Manager's signature as concurrence for the construction documents PRIOR to bid advertisement.

The Project Manager's responsibilities for the project's scope, schedule and budget terminate at the bid opening of the project and when successful recommendation for award of the project to the contractor by the Board of Supervisors is made. At that time, responsibility for scope, schedule and budget of the project transitions to the Construction Engineer and resides with the Construction Engineer throughout the construction phase to Substantial Completion, Final Acceptance, and to 1 year after the project is completed.

The Project Manager will oversee the review of bid documents. In the event that a bid protest or an anomaly is discovered within the bid documents, the Project Manager shall work closely with MCDOT's Contracts Branch to resolve the issue(s) and shall be the primary person assisting the Contracts Branch with obtaining any additional information needed from the MCDOT technical groups while keeping the Construction Engineer informed or obtaining their feedback.

If the Construction Engineer has not followed the project throughout its development, it is the Project Manager's responsibility to brief the Construction Engineer on major project issues and important milestones prior to construction. The Project Manager has the responsibility to assist with coordinating communication between the Construction Engineer (or their staff) and the

design and development staff regarding plan interpretation and design issues arising from the Contractor's operations.

The Department requires the Construction Engineer and the Project Manager to work as a team. The Project Manager represents the design and development aspects of the project, while the Construction Engineer represents the constructability and sequencing aspects. The Project Manager needs to assist the Construction Engineer when:

- Post design services are needed for shop drawing and specialty item reviews
- Contract documents need to be clarified and interpreted
- Coordination with other project stakeholders is required and
- Provide background on how the project was designed and developed, and why the contract documents were written the way they were.

Similarly the Construction Engineer needs to support the Project Manager during construction by discussing any contract changes to the project that would change the scope or intent of the project and providing the Project Manager with design and contract specification changes that can improve the project development process on future projects.

Construction Engineer

The Construction Engineer shall be a Professional Engineer registered to practice within the State of Arizona. This position is also sometimes referred to as the Resident Engineer (RE), although the person may not necessarily "reside" at a project office at or near the site of construction.

It is intended that the Construction Engineer have knowledge of the upcoming schedule of active design projects and be involved with the periodic design coordination meetings as the development of a project takes shape. The Construction Engineer's feedback during the design is invaluable for the design professional and is the opportunity for the Construction Engineer to interact with the design to understand the challenges anticipated and reasons for the decisions taken that will ultimately become the final design. This involvement is not always possible based on workload and other ongoing construction responsibilities the Construction Engineer has, but the Construction Engineer should make every effort to keep plugged into the design schedule and interact with the project team whenever possible.

After bids are opened and the project is successfully awarded to the contractor by the Board of Supervisors, the Construction Engineer serves as the technical leader for the project in charge of the scope, schedule and budget for the project. The Construction Engineer monitors all construction activities and related construction costs and regularly compares them to the Department's overall budget for the project. This manual sets forth procedures and requirements to keenly monitor the scope, schedule and budget, to assure project goals are met. These duties and responsibilities of the Construction Engineer continue throughout the construction phase until the project is closed out.

The Construction Engineer monitors the construction activity for progress toward meeting scheduled milestones established by the contractor and/or the contract documents. On occasion,

specific schedule milestones are included in the contract documents to address issues related to agreements with other project stakeholders such as local governments, Indian tribes, developers or other state and federal agencies. Specific requirements of contractor's project schedules and review elements are discussed later in Section 108.4.

On occasion, MCDOT employs an independent consultant or a consultant team to perform the duties of the Construction Engineer (or Resident Engineer) and perform contract administration and inspection duties on behalf of MCDOT. In this case, the consultant will organizationally be assigned below a MCDOT Construction Engineer within the Construction Branch and will have daily, weekly, monthly and as-needed reporting responsibilities throughout the lifecycle of the Construction Phase as would the MCDOT Construction Engineer on all other projects. The MCDOT Construction Engineer will then assume a role of oversight that is supervisory in nature; the Consultant Resident Engineer holds the primary responsibility for monitoring the scope, schedule and budget for the project.

Job-Order Contracting

MCDOT has developed a Job Order Contracting Guide that outlines much of the processes to follow to initiate a work assignment to a contractor under a Job Order Contracting (JOC) contract. While any project may be identified for JOC and initiated by other Divisions within MCDOT (e.g. new signalized intersection; minor roadway widening and restriping; minor paving, etc.), it is the Construction Engineers within the MCDOT Construction Branch that will take the lead of the project during construction. For this reason, the Construction Branch Manager (or delegate) shall be actively involved with review of the scope of work prior to communication to the contractor, shall be actively involved throughout the scoping process with the contractor to assure uniformity with other work, and shall concur with the final Work Order amount.

Once an approved Work Order is established, the Construction Engineer will take the lead role in administering the project. Those outlined in this Construction Management Manual shall then be implemented during execution of the work as would be for any other construction project administered by MCDOT.

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III. PARTNERING

The intent of this section is to recognize that the Department will deal with the Contractor in a professional and businesslike manner. Construction Engineers, Inspection Supervisors, and Inspectors are expected to be honest, fair, and impartial in their dealings with the Contractor. It is not the Department's intention to take unfair advantage of the Contractor or exploit a predicament of the Contractor's to the Department's advantage. While every project is unique, a common theme of successful projects is that when the people involved truly adopt the partnering concepts, projects are more frequently constructed on time, within budget and with fewer unresolved disputes at the end.

Partnering Facilitator

The kickoff of a project, particularly large projects, should also consider the addition of a neutral person who can assist in the initiation, adoption and implementation of partnering with the construction project personnel. The facilitator's role is to educate and promote the partnering concepts within the project team throughout the duration of the project. The facilitator will promote team building; establish roles, goals and expectations; establish the project-specific partnering process; develop risk/opportunity management strategies and action plans to resolve issues; and obtain commitment from the project team.

Facilitators should have familiarity with highway construction practices, MCDOT terminology and processes, and well as MCDOT's Issue Resolution (Escalation) Matrix. The focus of this individual is to serve as a neutral professional to assist the team with communicating effectively to build trust and consensus, while allowing project teams to solve problems themselves. A facilitator is not a mediator or arbiter of issues for the project team (although these skills become a valuable resource to be effective and illustrate the other party's point of view); the project team will adopt and follow a separate dispute resolution process that usually does not directly involve the facilitator.

Periodically throughout the project, the facilitator should be interacting with the project team to determine if the team needs assistance with on-going communication, risk assessment, dispute prevention and team evaluation. The facilitator may attend an occasional project weekly meeting to understand and see first-hand the team dynamic and state of the team relationship. Follow-up partnering session(s) may be necessary to help re-focus the team toward common project goals and expectations based on reaction to the monthly partnering evaluation results or part of a planned event to acknowledge the start of the second half of a large, multi-year project. In all cases, the facilitator's experience with other project teams and their neutral role is a unique and valuable resource for all Stakeholders. It is important they stay connected with the project team leaders as a minimum to help them move forward together and succeed.

Win/Win Solutions and Doing What is Best for the Project

A dilemma that many Construction Engineers and Inspection Supervisors face is how to remain impartial and be fair to both the Department and the Contractor. The best solutions to project issues are the ones that meet the needs of all stakeholders.

Win/Win solutions should always be explored first. Sometimes Contractors may not perceive that the solutions you propose are win/win. On the other hand, their solutions may not be perceived by you as win/win either. As an alternative, look at each project issue separately and then do what is best for the project, rather than what is best for either the Contractor or the Department.

This means that sometimes the Contractor will have to do more work than expected and other times the Department will have to pay more than expected. If you are continually doing what is best for the project, it is difficult to be perceived as biased and unfair when a win/win solution cannot be reached. Experienced Construction Engineers and Inspection Supervisors have a clear sense of what is best for the overall project in terms of quality, schedule, and costs. By doing their best to balance these needs between the Contractor and the Department, they can help achieve good faith and fair dealing with the Contractor.

Escalation of Issues

There will be times whereby the contractor and MCDOT representatives disagree, which is a condition that almost always exists on every project. Neither the contractor nor MCDOT is obligated to agree on all issues, all of the time. Disagreement can be healthy for the contractual relationship that exists between the two parties, as it allows each party to express their disagreement in an effort to attain a resolution at a higher authority level that is mutually agreeable or one that can improve or clarify the condition for the future.

A Resolution Ladder, or Escalation Matrix, is the vehicle provided through the Partnering relationship by which disagreements can be elevated to the next level of organizational authority. This provides a means to deal with disagreement in a professional manner and provide an organized, time-sensitive approach to solving problems while keeping the project moving forward to ultimate completion.

Escalation Matrix (typical)

MCDOT	Contractor	Time
Field Inspector	Field Foreman / Superintendent	Hours to no more than 1 work-shift
Inspection Supervisor / Construction Engineer / RE.	Project Manager	1 to 3 days
Construction Branch Manager	Project Manager or Regional Manager	As agreed
Construction Division Manager	Regional Manager or Vice President	As agreed
Director / County Engineer	Vice President, President or Owner	As agreed

Partnering is a voluntary relationship that both parties mutually agree to participate in before the project begins. However, there may still be contractual items whereby both parties still disagree after exhausting the Resolution Ladder that the contractor must follow the contract in terms of dispute resolution. This may result in filing a claim, mediation, arbitration and/or litigation. Each party is encouraged to resolve issues at the lowest, responsible level, but is in no way obligated to do so.

Each member on the Resolution Ladder has the responsibility to understand what the disagreement is and not hold onto an issue too long. Each party must first try to identify what specifically the item of disagreement is – seek first to understand, then be understood. At lower levels especially, it is common that personality differences can lead to disagreement more quickly. Focus on factual content to identify the source of disagreement. One easy way is to restate what the other party's position is related to a specific issue. By doing so, if the other party concurs with your statements and both agree to mutually escalate the issue, this method will assist with communicating the source of disagreement to the next level of authority.

Don't hold onto an issue too long

The other advantage for having a Resolution Ladder is to keep the project from being unnecessarily delayed due to indecision. For any issue, there is a certain amount of gathering of facts, supporting documents, and other related research to lend toward the final resolution. While some time is usually needed by both parties, be mindful of the criticality of the issue as well. Many times it is better to prematurely escalate a critical issue so that both parties can mutually explore the problem than it is to retreat, over-research and speculate what position the

other party may be formulating. Neither party can refuse to escalate an issue, but both parties have an obligation to act in the best interest of the project to keep it progressing forward.

The Construction Engineer as a Partner:

- Champions partnering and sets the example on what a partner should be;
- Ensures everyone is playing by the partnering rules;
- Periodically evaluates the partnering process and makes improvements;
- Is proactive in looking for below-the-surface conflicts between partners;
- Says the things that need to be said to maintain the harmony of the group;
- Listens to the other partners; and
- Always recognizes the Contractor's good work.

The Inspection Supervisor as a Partner:

- Looks ahead at upcoming construction work for possible conflicts with the Special Provisions, Standard Specifications and Project Plans;
- Helps the Contractor's staff interpret plans and specifications;
- Is flexible in staffing the project to accommodate the Contractor's needs when possible;
- Provides the Contractor with timely feedback on noncompliance issues;
- Communicates frequently with the Contractor's foreperson and superintendent; and
- Always recognizes the Contractor's good work.

The Inspector as a Partner:

- Uses knowledge of the Project Plans, Special Provisions, Standard Specifications and other contract documents to warn the Contractor early about potential problems;
- Escalates unresolved issues quickly;
- Doesn't waive contract requirements just to get along;
- Anticipates noncompliance issues and brings concerns to the Contractor's attention as soon as possible;
- When rejecting work, remains fair and sensitive to the Contractor's predicament, and works with Contractor in correcting deficiencies;
- Continually reviews contract documents to make sure the Contractor's operations do not accidentally fall into noncompliance; and
- Appreciates the work the Contractor is doing for the Department and the taxpayers, and both praises and encourages good performance.

Partnering works best when people are proactive. They anticipate and resolve issues before these issues affect their partner's performance. Any conflicts or issues are resolved in a meeting room before the work begins, not on the project site as soon as work grinds to a halt.

Evaluating Partnering

An example of the partnering evaluation form that will be used to measure the success of the partnering process on the project is included in the blank forms of the Appendix. Each project typically has five goals, and additional goals may be added by the project team to further

customize the measurement tool to fit the project. Regular evaluation reports should be shared with all team members and action plans for improvement developed when indicated. Periodic evaluation reports should be thoroughly reviewed by project management personnel so necessary improvements or corrections can be implemented. This provides an excellent opportunity to discover and correct conflicts that may exist.

For partnering to work, the Construction Engineer must review these evaluation forms and look for areas that need improvement. Taking action to improve a situation or a relationship is one of the most difficult things to do in partnering. Admitting mistakes, apologizing, or trying to correct someone else's behavior requires character and fortitude.

MCDOT encourages each Construction Engineer to take a leadership role in these areas and set an example for the rest of the project team. The Construction Engineer should try to probe for any hidden partnering issues and bring them out in the open for discussion. Sometimes a separate, private meeting works best at revealing problems and resolving issues. For example, some Construction Engineers have a small, separate weekly meeting with just the superintendent, a key foreperson and the Inspection Supervisor after the formal weekly meeting. Other Construction Engineers take a driving tour of the project with just the Contractor's Superintendent once a week so they can be alone to discuss the project.

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IV. FEDERAL REQUIREMENTS

For reference convenience, the nomenclature from Page 1 is repeated below:

Nomenclature:

The typical Nomenclature used in this manual is as follows:

Bold font typically indicates an action that needs to be taken.

Italic font typically indicates important information.

Step-by-step instructions for a procedure will be found inside a black box similar to this.

Reference to Appendix documents are shown with a shaded highlight: Appendix F.0.0.

Links to websites change over time, and those shown herein are correct as of this latest update.

IV.1: Overview and Background of Federal Aid Projects

Some of MCDOT's projects are partially funded by the U.S. Government through the Federal Highway Administration (FHWA). When federal funding is involved, a project has additional federal contract requirements that the Contractor must meet and additional oversight responsibilities that MCDOT must meet. Additionally, ADOT as the State oversight agency for all local recipients of federal funds may have supplementary requirements to those of the FHWA.

Many of these requirements were initiated during the design and development of the project. It is especially important to note that FHWA now requires early utility relocation to conform to "Buy America" provisions, and agreements with these utilities must include such requirements if federal funding reimbursement will be utilized to offset the County's cost to relocate utilities with Prior Rights.

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Prior to advertisement of bids and handoff from the Project Manager to the Construction Engineer, a package consisting of the project plans, specifications, and estimate of construction cost (PS&E); DBE and OJT Determinations; right-of-way, utility, environmental and railroad clearances; and reconciliation of project funding sources is sent to FHWA for their review and authorization to advertise the physical construction for bids. (23 CFR 635.309) If approved, FHWA will return an approval letter authorizing the work to be constructed.

The federal authorization process is also required in advance of advertising to Consultants for Project Specific SOQ's for Construction Management or issuing a work assignment for an On-Call Construction Management on a federal-aid project.

For convenience, Procurement Checklists for Construction Contracts and Consultant Contracts are included in Appendix F. (Appendix F.1.1)

Upon handoff from the Project Manager, the Construction Engineer should obtain verification from the PM that all the federal requirements were met during the design stage of the project, or *that documentation is on file for any exceptions*. The following documents are either included in the project's Special Provisions or are in file with MCDOT's Contracts section or Project Management Branch:

- Letter from FHWA authorizing the project construction (Form AZPR2X)
- Utility Clearance Letter (exceptions or requirements noted within the Special Provisions)
- Environmental Clearance Letter (exceptions or requirements noted within the Special Provisions)
- Buy America specification is included in Special Provisions
- Form FHWA 1273
- DBE Goal Determination and Special Provisions (EPRISE)
- Title VI Assurances
- Right of Way Clearance Letter (exceptions or requirements noted within the Special Provisions)
- Geotechnical Investigation Report (exceptions or requirements noted within the Special Provisions and/or project plans)
- Materials Clearance Letter (For Owner-Furnished Borrow or Aggregate Source)
- Railroad Clearance Letter (If Applicable)
- Inter-Governmental Agreements (IGAs) (If Applicable)

The Construction Engineer should pay particular attention to any special requirements or exceptions identified within these documents, and assure that the contract documents reflect these and clearly communicate to the contractor what they are required to do. Many times IGAs do not necessarily require the contractor to perform specific work, but requires MCDOT or the other public agency representatives to interact and assure the work as planned is performed.

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Knowing what is included in the IGA ahead of the start of the project will assist with pre-planning efforts to assure the necessary information or involvement is properly planned for that will result in mutual agreement at the conclusion of the project.

The Construction Engineer should obtain copies of all these documents and include them in the project files. These documents may be requested by ADOT and FHWA if the project is selected for an Audit.

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IV.2: CONTRACTS

IV.2.1: Construction Contracts

Outline of the overall process for Construction Contracts

- Establish the DBE Goal
- Determine the OJT Hours (if applicable)
- Complete PS&E Package and all required clearances
    - Ensure TMP Provisions are included
- Request authorization to construct the project from FHWA
- Advertisement
- Pre-Bid Conference
- Bid Opening
- Construction Contract Verification
    - Includes submittal of DBE Intended Participation Affidavits within 5 days
- Contract Award

In general, the Construction Engineer should be aware of what the DBE goal is for the project and which items of work are DBE items; how many hours are required for On-the-Job Training (if any); and which wage determination was assigned to the project prior to the pre-construction conference.

The Project Manager in conjunction with Procurement must determine these items well before the authorization from FHWA can occur.

Establish the DBE Goal for the Construction Project:

As a subrecipient of FHWA funds, MCDOT must have their projects assessed for a DBE goal prior to advertising a contract by submitting a DBE Goal Worksheet to the ADOT Business Engagement and Compliance Office (BECO). DBE participation is achieved through race-neutral and race-conscious means. All federal aid projects are assessed for DBE opportunity. Where DBE availability exists, race-conscious goals will be set.

DBE Goal Setting Worksheets are updated regularly based upon feedback from ADOT staff and subrecipients. Before starting a new request, download the latest version from:

www.azdot.gov | Business | Business Engagement and Compliance | DBE Contract Compliance | Goal Assessment

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Follow these instructions for completion and submission of the Goal Assessment Form. (Make sure that the latest form is being used.)

1. Download the version relevant to the project.
2. Fill in the cover page with project summary information (all fields are required).
3. Complete the applicable work category worksheet on the second tab.
4. Email the completed file along with the project scope to DBEContractGoals@azdot.gov.
5. MCDOT will receive a receipt confirmation within one to two business days. BECO will provide the project goal assessment within 10 business days of receiving both the scope and goal assessment form.

It is imperative for a Construction Branch representative to work closely with the PM and Federal Aid Coordinator to accurately capture on these worksheets what the estimated monies represent. This process is initiated during the final review phase of the project's design.

Any incomplete or out-of-date forms will be returned for further input and may delay the calculation of the DBE goal for your project. Failure to provide a scope of work, may also delay your goal assessment.

The DBE Goal issued by ADOT BECO is valid for 120 days from the date it was issued to MCDOT to allow enough time for the bidding process to conclude. If the bidding process will extend beyond this timeline, an updated DBE Goal must be re-issued by ADOT BECO.

For Construction Contracts the LPA Agreement requires the Prime Contractor and their subcontractors, to utilize the DBE Tracking and Reporting Database (LPA DBE Reporting System) as a condition to receive federal funds.

Establish the OJT Hours for the Construction Project:

Under the Federal Aid Highway Act of 1968, the inclusion of an approved affirmative action plan became an important element in the pre-qualification of contractors for federal aid projects. The On-The-Job-Training (OJT) Program was identified as one specific area of Equal Employment Opportunity.

Contractors working on federal-aid construction projects over 120 days AND more than $2 million construction estimate are required to provide On-the-Job Training (OJT) for a specified number of women and minority trainees. The Business Engagement and Compliance Office (BECO) assesses OJT training hour goals on these contracts and monitors them to ensure that trainees receive the required number of training hours. A Waiver could be requested if the scope does not include items of work that traditionally does not have a trainee program, such as a landscape project.

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If MCDOT's project meets both criteria, a request is submitted by the MCDOT Project Manager to BECO during the final stage of design development with a general scope of work statement. BECO utilizes a formula based on the location of the project and availability of potential trainees to establish the number of trainee hours to be performed by the contractor during the course of construction.

Transportation Management Plan (TMP) Provisions

Per 23 CFR Part 630, each significant project receiving federal funds must have a Transportation Management Plan (TMP). A TMP consists of strategies to manage the work zone impacts of a project. The PS&Es shall include either a TMP or provisions for contractors to develop a TMP. If the provisions include a contractor-developed TMP, it is likely that corresponding bid item(s) should also be included. A contractor-developed TMP shall be subject to the approval of MCDOT, and shall not be implemented before it is approved by MCDOT.

The TMP consists of the following components:

- A Temporary Traffic Control (TTC) Plan
  - Either a reference to specific TTC elements in the MUTCD, approved standard TTC plans, or be designed specifically for the project.
- Transportation Operations (TO)
  - Includes the identification of strategies that will be used to mitigate impacts of the work zone on the operation and management of the transportation system within the work zone impact area.
- Public Information (PI) Components
  - Includes communications strategies that seek to inform affected road users, the general public, area residences and businesses, an appropriate public entities about the project, the expected work zone impacts and the changing conditions of the project.

Contract Inclusions for Federal Eligibility:

Other documents that should be included in the project's Special Provisions are:

- Buy America Requirements (Stored Spec: 106DMAT)
- DBE Special Provisions (Stored Spec: EPRISE)
  Current and accurate version
- Provide On-The-Job Training (Stored Spec: 923TRN)
- Form FHWA 1273 – Required Contract Provisions for Federal-Aid Construction Contracts
- Notices to Prospective Federal-Aid Construction Contractors
- Most Current Wage Decision(s) for compliance with Davis-Bacon Act
- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
- Title VI Civil Rights Act Compliance provisions

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- Environmental Mitigation Special Provisions
- Inclusion of either a TMP or provisions for contractor to develop a TMP

The Construction Engineer should also request a copy of the project advertisement package, the pre-bid meeting notes, and any questions that were submitted by the contractors prior to bid opening. A copy of the MCDOT Award Letter and the Notice to Proceed should also be requested and placed in the project file in the event the project is selected for an audit.

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IV.2.2: Professional Services Contracts (Consultant)

These types of contracts include those for Design; for Construction Management, which may also include Survey Services or Material Testing Services; Survey Services as its own contract or Material Testing Services as its own contract.

For Consultant Contracts, the LPA Agreement with ADOT requires the Prime Consultant and their subconsultants utilize the DBE Tracking and Reporting Database (LPA DBE Reporting System) as a condition to receive federal funds.

It is a requirement of federal funding that consulting firms must be prequalified with ADOT Engineering Consultant Section (ECS) prior to submitting SOQ. Information on pre-qualification can be found here:

www.azdot.gov | Business | Engineering Consultants | Consultant Prequalification

Outline of the overall process for Professional Services Contracts (Consultant)

- Prepare Scope of Work and set target dates for selection process
  - Ensure SOW includes TMP review procedure
- Advertisement (Advertisement can't begin until FHWA project authorization, Form AZPR2X)
- Pre-Submittal Conference
- Receive and review Statements of Qualifications
- Shortlist of Firms
- Interviews (Optional-At MCDOT's Discretion)
- Notification of Consultant Selection
- Consultant Fee Negotiations and Contract Verification
  - Includes DBE affidavits and Federal Acquisition Regulation (FAR) Compliant OH
- BOS approval of Contract
- Contract Award
- Issue NTP

MCDOT has developed a Statement of Qualifications checklist (Appendix F.2.1) where the Contracts Manager and the Project Manager or Construction Engineer go through the required steps and set target dates from contract concept, developing a scope of work, advertising, accepting SOQs from interested consultants, shortlist and interviews, final selection, negotiation of fees, Management signatures and Board approval, final Contract Award and Notice to Proceed.

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Types of Professional Services (Consultant) Contracts

On-Call Contracts

For all on-call contracts intending to receive partial or full federal-aid reimbursement, MCDOT must receive from the Consultant confirmation of:
1. Non-Collusion Statement.
2. Statement that no federal appropriated funds were paid for the purpose of lobbying.
3. A Federal Acquisition Regulation (FAR) compliant cost accounting system.
4. Title VI compliance.
5. Compliance with the DBE Goal and/or Commitment.
6. Conformance to various MCDOT policies regarding consultants.

This may be achieved by obtaining a checklist of certifying statements from the consultant that is submitted with each Statement of Qualifications to assure each consultant under consideration for the contract has or will comply with these federal requirements.

Prior to advertisement to potential consultants, a DBE goal for the contract needs to be established using procedures similar to those identified above for new Construction Contracts, except that a different DBE Goal Worksheet form has been developed by ADOT BECO for Professional Services contracts. The ADOT BECO office should be contacted as early as possible in the procurement process for verification of current policies, procedures and forms. The Professional Services DBE Goal worksheet can be found here:

www.azdot.gov | Business | Business Engagement and Compliance | DBE Contract Compliance | Goal Assessment

The consultant is required to complete an On-Call Contract DBE Goal Commitment Form during the submittal of the initial cost proposal and other contract documents to confirm their commitment to the DBE Goal set for the contract. Later, when a Task Order is assigned, the consultant must either complete the DBE Intended Participation Affidavit – Consultant Form which specifically identifies the subconsultants and estimated amount(s) to be awarded to DBE subconsultants for the DBE credit, or present documentation of Good Faith Efforts (Appendix F.2.2 and Appendix F.2.3). The ADOT BECO office should be contacted prior to issuing each Task Order for verification of current policies, procedures and forms.

Project Specific Selection

For a project-specific contract, a DBE goal is established using the same process as for a new Construction Contracts (above), using the DBE Goal Worksheet for Professional Services. The completed DBE Goal Worksheet should be submitted to ADOT BECO as early as possible after establishing the project specific Scope of Work and prior to advertisement. For this type

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of contract (project-specific), the DBE Intended Participation Affidavit – Consultant Form (or Good Faith Effort form) (Appendix F.2.2 and Appendix F.2.3).is submitted with the other initial cost proposal and contract documents. The ADOT BECO office should be contacted as early as possible in the procurement process for verification of current policies, procedures and forms.

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IV.3: CONSTRUCTION COORDINATION AND ASSIGNMENT OF RESPONSIBILITIES

IV.3.1: Liaison with ADOT

In accordance with ADOT LPA Manual and LPA Certification Acceptance (CA) Academy, every project with Federal Funds that is being administered by MCDOT will have two ADOT Project Managers.

- Certification Acceptance Coordinator (Local Public Agency (LPA) Section)
- Project Manager (Project Management Section)

Certification Acceptance Coordinator (LPA Section)
The Certification Acceptance Coordinator will work with MCDOT on federal aid program-specific processes and issues. The CA Coordinator will work with the ADOT LPA Section and appropriate ADOT technical teams to resolve program related issues that may arise on a project. They will also be involved in any State or Federal audits that are required for the project.

Project Manager (Project Management Section)
ADOT will assign a project manager to be a liaison between MCDOT and ADOT during the design phase of the project. Once construction begins, the Construction Engineer should have communication with ADOT's project manager (ADOT PM) for project-specific matters and issues. The ADOT PM must be involved in any Supplemental Agreement, Claim, and ADOT's Business Engagement and Compliance Office (BECO) issues and audits.

If the project requires a Supplemental Agreement that is considered a major change order, the ADOT PM must concur with the Supplemental Agreement in order to qualify for Federal Reimbursement. For more information on the change order process, refer to Section IV.11 of this chapter. If a Supplemental Agreement adversely affects any item of work, such as eliminating or decreasing, related to a subcontractor committed as a DBE through a contractor's affidavit, the ADOT PM and ADOT BECO must be notified.

The ADOT PM should be notified if a request for public records is filed. A copy of the files resulting from the request should also be sent to the ADOT PM for their records.

The Certification Acceptance Coordinator and ADOT PM should be invited to the Pre Construction Meeting, the Partnering Conference, and be part of the distribution list for the weekly meeting minutes.

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IV.3.2: Liaison with the FHWA

FHWA has now given ADOT's LPA section and MCDOT more responsibility and accountability in administering federal aid funds. FHWA staff members conduct fewer reviews and inspections for specific projects than in the past, focusing instead on reviewing operational processes. MCDOT is required to assure compliance with all federal requirements, including conducting periodic field inspections or reviews.

At the time of this printing, the directive is for ADOT to review significant change orders on projects for federal-aid eligibility, and only eligible expenses will be accepted for reimbursement. FHWA will review and approve significant change orders on Projects of Division Interest (PODI) for eligibility of reimbursement. *All change orders should go to the ADOT PM for either ADOT concurrence or FHWA approval, depending on the circumstances. The ADOT PM will take the next appropriate step.*

Regardless of the level of FHWA involvement, the ADOT PM and representatives from FHWA should be invited to the Pre Construction Meeting, the Partnering Conference, and be part of the distribution list for the weekly meeting minutes.

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IV.4: DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

Most federal aid projects require that a certain percentage of the contract work be given to a certified disadvantaged business such as a minority-owned or woman-owned business. The contractor is responsible for selecting a Disadvantaged Business Enterprise (DBE) firm(s) and subcontracting a portion of the work to them. Some DBE firms are Material Suppliers, whereby the Contractor may purchase all or a portion of their materials for use on the project.

Most DBE firms will perform work for the project, supplying their own labor, equipment and materials to complete the specific work elements that the Prime Contractor has identified for them to perform.

The Contractor is required to certify in their bid proposal on the "Disadvantaged Business Enterprises Assurances" certificate either:

(1) The established goal for DBE participation has been met and arrangements have been made at the time of bid with certified DBEs or

(2) The bidder has been unable to meet the goal prior to the submission of the bid and has documented good faith efforts to do so.

If the Contractor meets criteria (1) above, they are to submit the DBE Intended Participation Affidavit, its attachments, and a written confirmation from each DBE that it is participating in the contract. The affidavit and attachments must be received by MCDOT's Contracts Branch by the fifth working day following the bid opening. MCDOT's Contracts Branch will review the affidavit(s) submitted, will concur, and forward to ADOT BECO for final approval. ADOT BECO will validate the DBE firms, their contract percentages, and approve their use for the project.

The prime contractor must provide to the Construction Engineer, at the pre-construction conference, copies of all completed and signed subcontracts for each DBE. All subcontracts require MCDOT approval.

If the Contractor does not submit the DBE affidavit and attachments in the required timeframe, or if MCDOT or ADOT BECO find it fails to meet the requirements of the specifications, the apparent low bidder shall be ineligible to receive award of the contract and the bid will be rejected.

If the Contractor meets criteria (2) above, they must demonstrate, through detailed and comprehensive documentation, that good faith efforts have been made to solicit, assist, and use DBE firms to meet the DBE goal prior to bid. The good faith documentation must be received by MCDOT's Contracts Branch by the fifth working day following the bid opening. MCDOT's Contracts Branch will review the documentation submitted, will concur, and forward to ADOT BECO for final approval.

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Upon receipt of the subcontract documents for each DBE at the Preconstruction Conference, the Construction Engineer should verify that the subcontract amounts match the amounts that were submitted on the DBE Intended Participation Affidavits at contract award. If there is a discrepancy, this should be addressed before approval of the DBE subcontract.

In addition to the documents required for all subcontracts, DBE subcontracts must also contain the Contractor Compliance Agreement Assurances Form (Appendix F.4.1). Each page must be initialed and dated.

Once the Contractor has identified the specific items of work that the DBE(s) will perform, the contractor is not allowed to replace the DBE firm without cause and prior approval. The contractor is obligated to give adequate, advanced notice to the DBE firm so they may schedule their work to fit within the time frame of the project schedule. In turn, the DBE firm has a duty and responsibility to perform the work that is subcontracted to them in a manner that is acceptable to MCDOT and meets the anticipated scheduled duration for each activity.

During construction, the Construction Engineer should monitor the Contractor's use of DBE firms to ensure that the DBEs are performing their committed share of the project work. The Construction Engineer should have a copy of the DBE's approved subcontract or quote for materials. The Construction Engineer's job is to ensure the Contractor lives up to the terms of the subcontract or quote. DBE compliance and work should be discussed at each weekly meeting when DBEs are on the project. Any questionable situations or apparent non-compliance should be reported to MCDOT and/or ADOT BECO.

As part of monitoring the status of the DBE work, the field inspector needs to complete the Commercially Useful Function (CUF) Checklist (Appendix F.4.2). If the responses in the CUF Checklist indicate that materials are being purchased by the DBE, the Construction Engineer should acquire copies of the purchase orders to verify the DBE is paying for their own materials. If the checklist indicates that the DBE is leasing (not owning) their vehicles, the Construction Engineer should obtain copies of the vehicle leases to verify they are long term leases that would show the company normally operates in that manner. Additional information and criteria to consider in determination of CUF is included in the FHWA Tips on Evaluating a Commercially Useful Function (Appendix F.4.3).

Compliance means that the contractor meets or exceeds the stated numerical percentage as a dollar amount shown on the DBE Intended Participation Affidavits *and* using all the firms shown on the DBE affidavit. The dollar amount is verified by the actual payments made to the DBEs. ADOT has developed a website for Local Public Agencies (LPA) to utilize and track contract payments to DBE and non-DBE firms. The MCDOT Construction Branch will allow system access to the appropriate project personnel. Once access is gained to the system, the Construction Engineer is responsible to initiate the prime contract within the system; it is then the prime contractor's responsibility to enter ALL subcontractors and their approved

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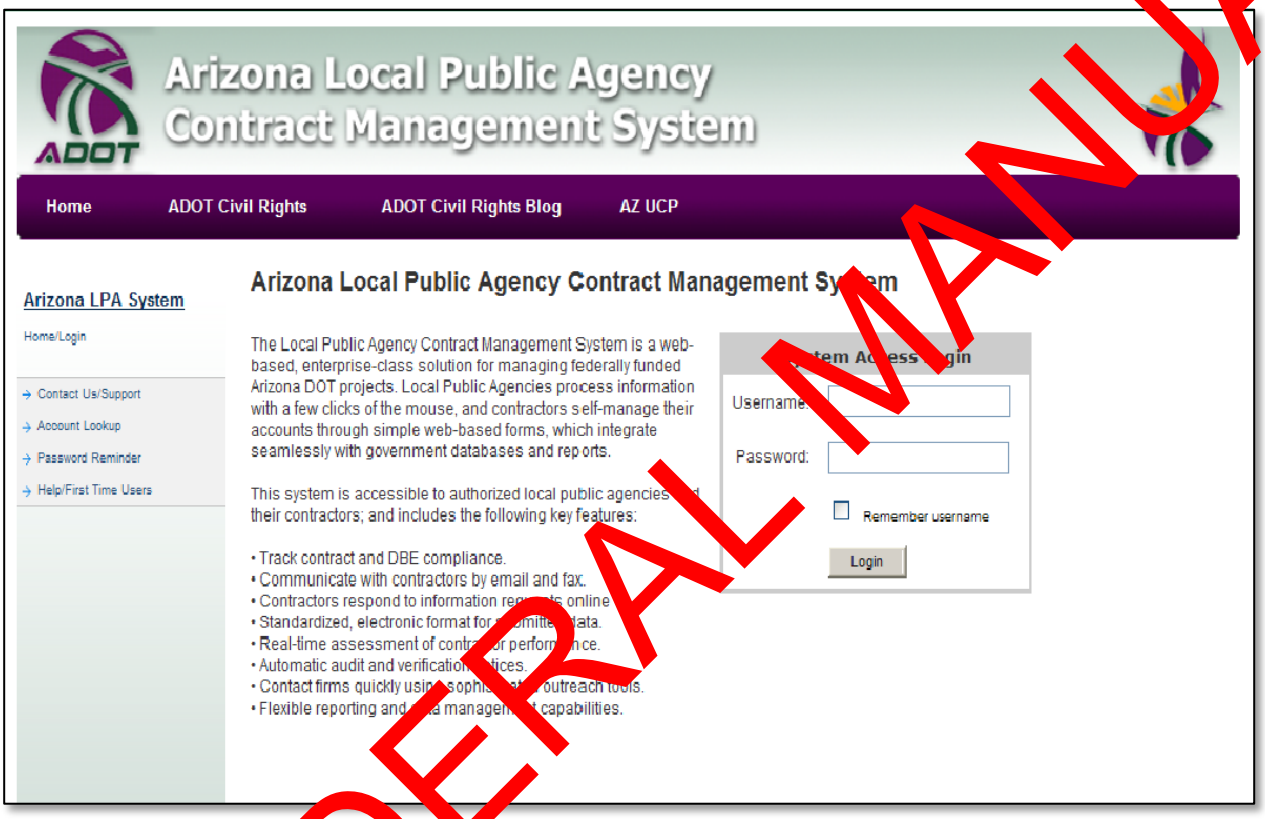
subcontract amounts in this system. *All DBEs must be entered into this system by the contractor within five working days after the pre-construction conference.*

LPA DBE Reporting System Login Screen



Once the Prime contractor has entered the information, the Construction Engineer must log in and "approve" each of the subcontractors within the LPA system. This "approval" is not the formal subcontract approval for the project; rather, it is an approval within this system of tracking payments and a validation that the correct subcontractor was chosen within the computer system. *MCDOT will upload a copy of the DBE Intended Participation Affidavit(s) into the system for each project.*

Each month when MCDOT issues payment to the prime contractor, the Construction Engineer must then login into the LPA DBE Reporting System and enter the amount paid to the prime contractor. Again, the prime contractor must then login to the LPA DBE Reporting System and enter the amount of each payment made to every subcontractor represented within that month's payment by MCDOT. Once complete, each subcontractor must login into the system and verify the date they were paid and the amount they were paid by the prime.

If the subcontractors do not agree with the amount of payment entered in the system, they will initiate a discrepancy in the program stating the difference in pay. The Construction Engineer

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should contact the subcontractor to determine the amount they actually received and also contact the prime to assist with resolving the issue. Only when there is sufficient documentation for resolution (i.e. a typo was discovered or incorrect combining of payments), then the Construction Engineer can verify resolution of the issue within the program.
Per the EPRISE Specification language to be contained in all federally funded projects, Section 8.0 specifies that all subcontractors, including DBE and non-DBE, are required to verify receipt of payment by the 5th day of the month following the payment.

Note: At the time of publication, the EPRISE Specification language refers to payment verification by the 5th of the month. Check the contract documents, including federally required inclusions and specifications, and the technical Special Provisions for guidance.

The Contractor is required to make prompt payment to its subcontractors within seven days of receipt of payment from MCDOT (ARS 32.1129). If the prime has not made and reported payment in a timely manner or the subcontractors have not confirmed payment, the Engineer should withhold payment based on the Subcontractor Payment Non-Compliance requirements that may be in the contract.

The Contractor is not free to drop or replace DBE firms without the approval of MCDOT and ADOT BECO. The Special Provisions explain the requirements for changing DBE firms on the project. Any Supplemental Agreement affecting an approved DBE's items of work must also be approved by ADOT BECO. It is important to retain all documentation regarding DBE's and their items of work. If an issue arises on the project, which may have any effect on an approved DBE, it is important that the Construction Engineer works closely with ADOT BECO to ensure the prime contractor's Good Faith Efforts are being documented. All decisions regarding changes to a DBE's items of work must be approved through ADOT BECO. The DBE Substitution or Termination Request Form (Appendix F.4.4) should be used in these rare instances.

All documents related to DBE goals and achievement thereof should be scanned and uploaded into the LPA DBE Reporting system, under the "Docs" tab for the project.

At the conclusion of the project, the Prime contractor must still complete "Certification of Final Disadvantaged Business Enterprise (DBE) Payments" (Appendix F.4.5) form for each DBE subcontractor – even though the data was entered during the course of the project into the LPA DBE Reporting System. *This form is signed by the DBE and turned in to the Construction Engineer for verification of final payment. The total payment amount reported on the form must match the amount in the LPA DBE Reporting system. After reviewing and verifying the DBE Payment Certifications, the Construction Engineer shall submit the forms to ADOT BECO for approval as a condition of final payment to the contractor. As a final check prior to closing out in the LPA DBE Reporting system, run a summary report and check for anything that appears in red. Anything in red will need to be corrected.*

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IV.5: ON-THE-JOB TRAINING

For the purposes of this section, please use the following definitions:

Training Program: The Training Program that is registered with the Arizona Apprenticeship Office
Training Plan: The project-specific plan that details the number of trainees and hours to be used on a project

Outline of the overall process for On-the-Job Training (OJT)

- Special Provisions determine if OJT is required, including total hours and number of trainees
- Contractor submits the form to request approval of their training plan for use on the specific project. The form indicates the number of trainees and hours. The trainees are to be enrolled in one of the following types of training programs:
    - Contractor's corporate training program previously approved by ADOT and registered with the Arizona Apprenticeship Office.
    - Union training program registered with the Arizona Apprenticeship Office and approved by ADOT
    - Non-Union training program registered with the Arizona Apprenticeship Office and approved by ADOT
    - If the contractor submits a program that does not have prior ADOT approval, FHWA concurrence is required for final approval of the training program. This is not recommended, as the time needed for the approval process for the training program may not allow for the use of approved trainees during the construction of the project
- The apprentice classifications are added to the project's wage decision in LCP Tracker
- The OJT hours are tracked and paid throughout the duration of the project
- At the conclusion of the project, the contractor submits the form for the Training Plan Completion Summary, and it is forwarded to ADOT's Business Engagement and Compliance (BECO) Office for approval

Most large federal aid projects (over $2M estimated construction cost and over 120 days of contract time) have a requirement for on-the-job training of construction trade workers. MCDOT, with assistance from ADOT, will pre-determine the amount of hours required for each project prior to bid advertisement of the project. The training must be part of a recognized apprenticeship program that is registered with the Arizona Apprenticeship Office. At present, ADOT is assisting MCDOT with the approval of apprenticeship programs submitted by each contractor performing federally funded work. If the program submitted by the contractor is not

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previously approved by ADOT, then MCDOT should work with ADOT on determining if the training program qualifies.

Ultimately, there are three levels of approval for a training plan to be qualified for use on a federally funded project. First, the project plan must include individuals from a training program that is registered with the Arizona Apprenticeship Office. Second, MCDOT work with ADOT to ensure the training plan is approved for use on each specific project. Third, ADOT (sometimes with FHWA's input) determines a training program's eligibility for use on federally funded projects.

OJT Pre-Construction and During Construction

The Construction Engineer administering the contract should obtain a copy of the training program for the project file. The training program may be received from the contractor, but it is a good idea to verify the training program with the Arizona Apprenticeship Office to make sure the contractor is using the most recent version of the training program. This will also allow the Construction Engineer to verify that the requirements of the training program are being met. The contact information for the Arizona Apprenticeship Office can be found at:

www.azapprenticeship.com | Contact Us

As a preconstruction conference submittal, the contractor is to submit their training plan, a list of apprentices (or trainees) and the Anticipated Schedule (Appendix F.5.1) for use throughout the duration of the project. This completed form is to be forwarded to the ADOT BECO Office for approval. **After approval is received from ADOT BECO, that information should be placed in the project file.**

Before construction begins, the Construction Engineer needs to verify that the contractor has an approved training plan for the project, and that each of the individuals that have been identified as trainees are in fact enrolled in an approved training program. A copy of the apprentice certificate should be uploaded into the eDocuments section of LCP Tracker by the contractor, and reviewed and approved by the Construction Engineer.

Instructions for approving apprentice certificates in LCP Tracker

1. In LCP Tracker, go to eDocuments / View Documents
2. Select project, contractor and document type: Apprentice Certificates. Load Data.
3. Click View to display the certificate. Print the certificate to be placed in the project file.
4. Navigate to Admin / Edit Employees. Use the filter to locate the employee you need to approve. Click on Apprentice Information
5. Verify the employee name, apprentice ID, period of apprenticeship and percentage, and apprentice registration date against the printed certificate.
6. Set the approval expire date to match the date the certificate expires.
7. Click on Approve under Apprentice Approval.
8. Go back to the certificate in eDocuments and click details. Under Accept / Reject, click Accept.

SEE FEDERAL MANUAL

Examples of Apprentice Certificates

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9/2000

ARIZONA COMMERCE AUTHORITY
APPRENTICESHIP OFFICE
1700 West Washington, Suite 220
Phoenix, Arizona 85007

PLEASE PRINT OR TYPE

CERTIFICATION NOT VALID WITHOUT STATE SEAL

PROOF OF REGISTRATION OF APPRENTICES

This form is printed by the Arizona Commerce, Authority Apprenticeship Office to make uniform the method of supplying proof of registration of apprentices employed on federal or federally financed construction projects. This certification meets the requirements of the Davis-Bacon Act in supplying proof of registration of an apprentice.

NAME (Last, First, MI.) [illegible]	APPRENTICE ID NUMBER [illegible]
TRADE Carpentry	
PERIOD OF APPRENTICESHIP 2	PROJECTED ADVANCEMENT DATE *Upon Completion of 750 hours*
PAY RATE PERCENTAGE 65%	
CERTIFIER'S SIGNATURE	TITLE Coordinator
PHONE NO. 602-272-6547	INDENTURE DATE [illegible]
NAME OF PROGRAM SPONSOR COMMITTEE Arizona Carpenters JATC	
ADDRESS OF SECRETARY/COORDINATOR *(NO., STREET, SUITE NO., CITY, STATE, ZIP CODE)* 4547 W. McDowell, Suite 5, Phoenix, AZ 85035	
RATIOS AS PER APPRENTICESHIP STANDARDS Unless otherwise stated, the ratio of apprentices will be 1 to 1 for the first apprentice and 1 apprentice for every 3 Journey Persons thereafter.	FRINGE BENEFIT AS PER APPRENTICESHIP STANDARDS Unless specified in Standards, fringes will be at Journey Person rate.
THIS CERTIFICATION ISSUED TO *(Company name)* AMES Constructions, Inc	THIS CERTIFICATION EXPIRES ON *(Not to exceed six months)* 12/2[illegible]/2014

The apprentice named above has been certified correctly.

Freddie Campbell — 6/27/1[illegible] — 602.364.0476

Arizona Apprenticeship Office Representative's Signature — *Date of Certification* — *Phone No.*

Certification of named apprentice by Arizona Apprenticeship Office Representative required before distribution of certified (STATE SEAL) originals. Originals to Agency, General Contractor or Sub-contractor, and Program Sponsor.

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9/2000

ARIZONA APPRENTICESHIP OFFICE
1789 West Jefferson Street
P.O. Box 6123, Site Code 920Z
Phoenix, Arizona 85007

PLEASE PRINT OR TYPE

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NAME (Last, First, MI.)		APPRENTICE ID NUMBER	
TRADE			
PERIOD OF APPRENTICESHIP	PROJECTED ADVANCEMENT DATE	PAY RATE PERCENTAGE	
CERTIFIER'S SIGNATURE	TITLE	PHONE NO.	INDENTURE DATE
NAME OF PROGRAM SPONSOR COMMITTEE			
ADDRESS OF SECRETARY/COORDINATOR *(NO., STREET, SUITE NO., CITY, STATE, ZIP CODE)*			
RATIOS AS PER APPRENTICESHIP STANDARDS	FRINGE BENEFIT AS PER APPRENTICESHIP STANDARDS		
THIS CERTIFICATION ISSUED TO *(Company name)*	THIS CERTIFICATION EXPIRES ON *(Not to exceed six months)*		

The apprentice named above has been certified correctly.

Arizona Apprenticeship Office Representative's Signature — *Date of Certification* — *Phone No.*

Certification of named apprentice by Arizona Apprenticeship Office Representative required before distribution of certified (STATE SEAL) originals. Originals to Agency, General Contractor or Sub-contractor, and Program Sponsor.

SEE FEDERAL MANUAL

Examples of Apprentice Certificates

U.S. Department of Labor, Office of Apprenticeship

U.S DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP
APPRENTICESHIP CERTIFICATION

Bel-Aire Mechanical
Attn: Kathy Kingsland
4201 N. 47th Avenue
Phoenix, AZ 85031

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of Program Number AZ002460003:

ARIZONA PIPE TRADES JAC
2950 WEST THOMAS ROAD
PHOENIX, AZ 85016

APPRENTICE ID	SSN	APPRENTICE NAME	OCCUPATION	DATE APPRENTICESHIP BEGAN	DATE CANCELLED (If applicable)	DATE COMPLETED (If applicable)
AZ11N016830	Not Provided	MATTHEW DEL	NUMBER	10/18/2011		
AZ13N019503	Not Provided	CALEB BEEKER	PIPE FITTER (Const)	08/27/2013		

CERTIFIED BY:

WILLIE HIGGINS (AZ005)

Apprenticeship Training Representative

DATE ISSUED:

09/08/2015

********VOID 90 DAYS FROM ISSUE DATE********

SEE FEDERAL MANUAL

The apprentice rates are not included in the wage determination in the Special Provisions, and must be added to the project wage decision in LCP Tracker by the Construction Engineer so that the contractors will have access to each of those classifications for entry into the certified payrolls.

Information on wage rates paid to apprentices and trainees is not reflected in Davis-Bacon wage determinations. Similarly, their addition through the additional classification procedure (conformance) is neither necessary nor appropriate. On projects funded by the Federal-Aid Highway Act, apprentices and trainees are not covered by Davis-Bacon labor standards. The proper wage rates to be paid to apprentices and trainees are those specified by the particular programs in which they are enrolled, expressed as a percentage of the journeyman rate on the wage determination.

The hourly rates for apprentice levels are based upon the percentage of completion in the training program. The fringe rates may also be based upon the percentage of completion level; some contractors pay full fringes for all apprentices. Sometimes the training program specifies fringe amounts.

The Construction Engineer will need to work with the administrator of the training program to determine the correct rates to enter into the project wage decision in LCP Tracker.

Example Apprentice Rates Spreadsheet

Request for apprenticeship classifcations submitted by Paradise Rebar				
SZ04701C - NO. PKWY OVERPASS - LITCHFIELD / REEMS				
Requested by Paradise Rebar via email on 5/14/14				
AZ130008 MOD 6	hourly	fringe	total wage	over time
Ironworker - Zone 1	26.520	20.650	47.170	60.430
Ironworker - Zone 1 - Paradise Rebar Apprentice Period 1 - 60%	15.912	9.480	25.392	33.348
Ironworker - Zone 1 - Paradise Rebar Apprentice Period 2 - 65%	17.238	12.790	30.028	38.647
Ironworker - Zone 1 - Paradise Rebar Apprentice Period 3 - 70%	18.564	15.260	33.824	43.106
Ironworker - Zone 1 - Paradise Rebar Apprentice Period 4 - 75%	19.890	15.260	35.150	45.095
Ironworker - Zone 1 - Paradise Rebar Apprentice Period 5 - 80%	21.216	15.260	36.476	47.084
Ironworker - Zone 1 - Paradise Rebar Apprentice Period 6 - 85%	22.542	17.330	39.872	51.143
Ironworker - Zone 1 - Paradise Rebar Apprentice Period 7 - 90%	23.868	20.200	44.068	56.002
Ironworker - Zone 1 - Paradise Rebar Apprentice Period 8 - 95%	25.194	20.200	45.394	57.991

SEE FEDERAL MANUAL

Instructions for Entering Apprentice Rates into the Project Wage Decision

1. Work with the contractor, based on their preconstruction submittal, to determine the training plan that will be used. Is it a union program or an ADOT approved company program? Some contractors have their own training programs that ADOT recognizes. If it is neither of these, work with ADOT to determine if their program can be approved timely enough for use on this project. If not, they will need to submit a revised plan.
2. Obtain a copy of the training program for the file and for verification purposes.
3. Determine from the contractor if they pay full fringes, or if the fringes are a calculated percentage.
4. Build the Apprentice Rates Spreadsheet, and send to the contractor for concurrence.
5. After contractor concurrence is received for the rates, enter the rates into LCP Tracker with the following steps.
6. Setup / Prevailing Wage Setup / Add/Edit Project Wage Data
7. Select Project / Add Classification
8. Select Jurisdiction, Location, Construction Type. Enter General Decision number and modification number. ***Note: Always add the Modification number at the end of the Decision number. Example: "AZ1300008 Mod 6" in the General Decision Field.***
9. Enter the Craft, Classification, and rate information exactly as it is entered on the spreadsheet.
10. Save the new record.
11. Repeat for each Apprentice Classification needed.

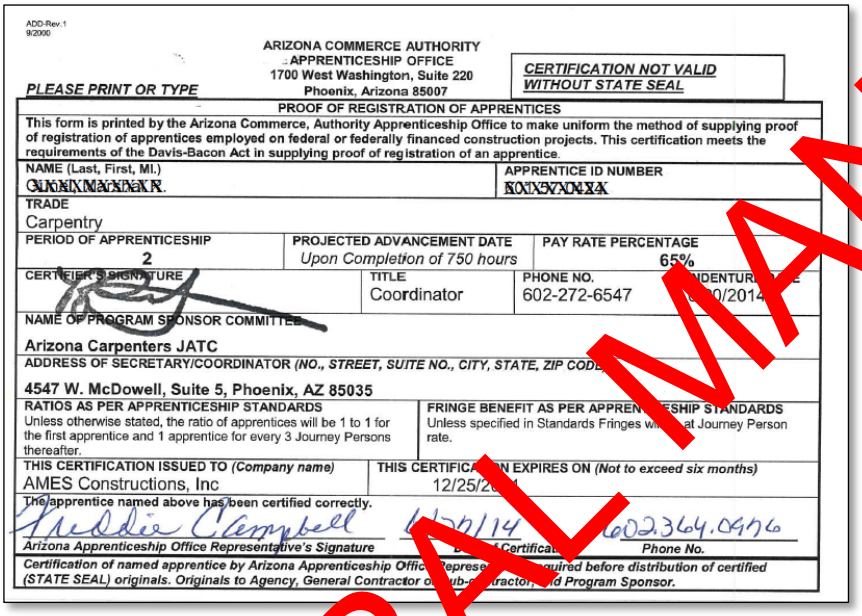
During construction, the field inspection supervisor or the inspector should verify that apprentices are:

- performing the type of work normally performed by their craft (i.e., carpenter apprentices should not be tying rebar or operating heavy equipment); and
- being supervised by a journeyman or journeywoman of the same craft.

The Construction Engineer may use the inspector reports as a tool to assist with the verification of the certified payrolls that the ratio of apprentices/trainees does not exceed the allowable ratio as defined in the training program. Sometimes this information is clearly stated on the Apprentice Certificate as well.

SEE FEDERAL MANUAL

For this example apprentice certificate shown, the ratio defined on the certificate is 1 to 1 for the first apprentice and 1 apprentice to every 3 Journey Persons thereafter. This means that if there are 2 apprentices on the certified payroll, then 4 Journey Persons would also need to be on the payroll (1 Journey Person for the first apprentice and 3 Journey Persons for the second apprentice).



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9/2000

ARIZONA COMMERCE AUTHORITY
APPRENTICESHIP OFFICE
1700 West Washington, Suite 220
Phoenix, Arizona 85007

PLEASE PRINT OR TYPE

CERTIFICATION NOT VALID WITHOUT STATE SEAL

PROOF OF REGISTRATION OF APPRENTICES

This form is printed by the Arizona Commerce, Authority Apprenticeship Office to make uniform the method of supplying proof of registration of apprentices employed on federal or federally financed construction projects. This certification meets the requirements of the Davis-Bacon Act in supplying proof of registration of an apprentice.

NAME (Last, First, MI.): [illegible]
APPRENTICE ID NUMBER: [illegible]
TRADE: Carpentry
PERIOD OF APPRENTICESHIP: 2
PROJECTED ADVANCEMENT DATE: Upon Completion of 750 hours
PAY RATE PERCENTAGE: 65%
CERTIFIER'S SIGNATURE
TITLE: Coordinator
PHONE NO.: 602-272-6547
INDENTURE DATE: [illegible]0/2014
NAME OF PROGRAM SPONSOR COMMITTEE: Arizona Carpenters JATC
ADDRESS OF SECRETARY/COORDINATOR (NO., STREET, SUITE NO., CITY, STATE, ZIP CODE): 4547 W. McDowell, Suite 5, Phoenix, AZ 85035
RATIOS AS PER APPRENTICESHIP STANDARDS: Unless otherwise stated, the ratio of apprentices will be 1 to 1 for the first apprentice and 1 apprentice for every 3 Journey Persons thereafter.
FRINGE BENEFIT AS PER APPRENTICESHIP STANDARDS: Unless specified in Standards Fringes will be at Journey Person rate.
THIS CERTIFICATION ISSUED TO (Company name): AMES Constructions, Inc
THIS CERTIFICATION EXPIRES ON (Not to exceed six months): 12/25/2[illegible]
The apprentice named above has been certified correctly.
Freddie Campbell — [illegible]/14 — 602.364.0476
Arizona Apprenticeship Office Representative's Signature — Date of Certification — Phone No.
Certification of named apprentice by Arizona Apprenticeship Office Representative required before distribution of certified (STATE SEAL) originals. Originals to Agency, General Contractor or Sub-contractor, and Program Sponsor.

If the proper ratio is not being met, the payroll should be rejected in order for the apprentice to be paid at full Journeyman rate. In the event employees reported as apprentices or trainees on a covered project have not been properly registered within the meaning of the Regulations and the contract stipulations, or are utilized at the job site in excess of the ratio to journeymen permitted under the approved program, they must be paid the applicable wage rates for laborers and mechanics employed on the project performing in the classification of work they actually performed. This applies regardless of work classifications which may be listed on the submitted payrolls and regardless of their level of skill. There is further explanation for this, and other non-compliance issues in the document FHWA-1273, Section IV Davis Bacon and Related Acts Provisions, #4 Apprentices and Trainees, a. Apprentices / b. Trainees. (Appendix F.5.2)

Tracking Apprentice Hours and Payment of OJT Hours

MCDOT typically subsidizes each hour an apprentice works by means of a bid item in the contract that represents a partial payment per trainee hour. The project Special Provisions establishes the minimum number of training hours the contractor must provide as well as the hourly rate at which MCDOT will subsidize on-the-job training.

The apprentice hours should be tracked as reported on the certified payrolls after the payrolls have been checked and accepted. This is the format that should be used for paying for the OJT hours on a monthly basis.

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Example Apprentice Tracking Spreadsheet

	AMES / CARPENTER APPRENTICES												
Week Ending	Bryan Begay	Marshal Gunel	Israel Escalante	Osvaldo Reyes	Ernie Sanchez	David Young	Dwayne Norman	Michael Pearce	Wendell Bailey	Michael Rodriguez	Week Total	Date Paid	Paid By
6/21/2014	32	0	32								64	7/14/2014	Webb #7
6/28/2014	40.5	36	0								76.5	7/14/2014	[illegible] #7
7/5/2014	38	38			28						104	8/14/2014	[illegible]
7/12/2014	32	40			48						120	8/14/2014	[illegible] #10
7/19/2014	56	56		9	46						167	[illegible]	[illegible]
7/26/2014	40	39			40	24					143	[illegible]	[illegible]
8/2/2014		32			40.5	40			40		152.5	9/16/[illegible]	[illegible]
8/9/2014		46			41	32.5			40		[illegible]	9/16/[illegible]	[illegible]
8/16/2014		40				39					[illegible]	9/16/2014	[illegible]
8/23/2014		40			40	40					[illegible]	9/16/2014	[illegible]
8/30/2014		23.5		16		38	40				[illegible]	[illegible]	[illegible]
9/6/2014		39.5		23		32	24				[illegible]	[illegible]	Webb #15
9/13/2014		40		16	39.5		33.5	32			[illegible]	10/20/2014	Webb #15
9/20/2014		48			40		48	39			[illegible]	10/20/2014	Webb #15
9/27/2014		40		40	40.5		40		40		[illegible]	[illegible]	Webb #15
10/4/2014		40		33	48		47		42		210	11/18/2014	Webb #16
10/11/2014		46			40		50		58		194	11/18/2014	Webb #16
10/18/2014				30	32		56		55		173	11/18/2014	Webb #16
10/25/2014		47			46		50		56		199	11/18/2014	Webb #16
11/1/2014		40			32				46		118	12/8/2014	Webb #18
11/8/2014		40		14			40		[illegible]	14	148	12/8/2014	Webb #18
11/15/2014		46.5		51			41		[illegible]		178.5	12/8/2014	Webb #18
11/22/2014		53		49					[illegible]		118	12/8/2014	Webb #18
11/29/2014		30		25							55	12/8/2014	Webb #18
12/6/2014		31		34.5							65.5	1/9/2015	Webb #21
12/13/2014		40		43.5							83.5	1/9/2015	Webb #21
12/20/2014		40		40							80	1/9/2015	Webb #21
12/27/2014		16		26							42		
1/3/2015		24		24.5							48.5		
1/10/2015		16		40							56		
1/17/2015											0		
1/24/2015											0		
1/31/2015											0		
2/7/2015											0		
2/14/2015											0		
2/21/2015											0		
											0		
TOTALS	238.5	1067.5	32	514.5	[illegible]	[illegible]45.5	469.5	71	473	14			
AMES:	3727												

The Training Reimbursement Report in LCP Tracker lists the apprentice hours by employee. This is an effective tool for double checking the number of hours paid each month is accurate.

The report can be accessed in LCP Tracker by clicking on Reports | Apprentice Reports | Training Reimbursement Report.

LCP Tracker Report for Apprentice Hours

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

Training Reimbursement Report

Page 7 of 9

Contractor: AMES CONSTRUCTION, INC.

Payroll Number	Week End Date	Apprentice Name	Craft	Classification	Hours Worked	Amount	Emp Sub Total Hrs	Emp Sub Total Amount
[illegible]	12/13/2014	REYES, OSVALDO S	CARPENTER	CARPENTER APPRENTICE PERIOD 7 - 85%	43.50	$34.80		
41	12/20/2014	REYES, OSVALDO S	CARPENTER	CARPENTER APPRENTICE PERIOD 7 - 85%	40.00	$32.00		
42	12/27/2014	REYES, OSVALDO S	CARPENTER	CARPENTER APPRENTICE PERIOD 7 - 85%	26.00	$20.80		
							450.00	$360.00
36	11/08/2014	RODRIGUEZ, MICHAEL	CARPENTER	CARPENTER APPRENTICE PERIOD 8 - 90%	14.00	$11.20		
							14.00	$11.20
17	07/05/2014	SANCHEZ, ERNIE	CARPENTER	CARPENTER APPRENTICE PERIOD 9 - 95%	28.00	$22.40		
18	07/12/2014	SANCHEZ, ERNIE	CARPENTER	CARPENTER APPRENTICE PERIOD 9 - 95%	48.00	$38.40		
19	07/19/2014	SANCHEZ, ERNIE	CARPENTER	CARPENTER APPRENTICE PERIOD 9 - 95%	46.00	$36.80		

SEE FEDERAL MANUAL

It is acceptable for the actual hours paid to exceed the required minimum for the project. However, if it appears the project will not meet the goal and it seems the use of trainees is falling behind schedule, the Construction Engineer should advise the contractor that the trainee hours are below what was projected and require the contractor to submit a revised schedule for how the use of apprentices for the remaining construction duration will meet or exceed the pre-determined hours by the end of the contract. If a revised schedule needs to be submitted, the contractor should use the form for the OJT Schedule (Appendix F.5.3).

Some issues have been discovered on past projects where contractors had not advanced an individual through their approved program (i.e. not raising the employee's hourly rate as they gain more experience in the trade they are training for) or by not having an approved program. Consequences can include Department of Labor investigations, sometimes resulting in sanctions against contractors. By following step 1 of the instructions for Entering Apprentice Rates into the Project Wage Decision above, this ensures an approved plan is being used.

The Construction Engineer should be aware of the number of hours required before an apprentice is to be moved to the next period. If this number is reached during the course of the project and the employee has not advanced within the classification, the Construction Engineer should perform their own inquiry beginning with rejecting the payroll(s) in question.

At the conclusion of a project, the contractor is required to complete the Training Plan Completion Summary (Appendix F.5.4). This completed form is to be forwarded to ADOT BECO for approval. After approval is received from ADOT BECO, this information should be placed in the project file.

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IV.6: TITLE VI INFORMATION SUMMARY

Title VI of the Civil Rights Act of 1964 provides the main legal basis for the Maricopa County Department of Transportation's (MCDOT) external nondiscrimination programs. Title VI prohibits discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance. If an agency accepts federal funds, all of its programs and activities are covered, regardless of their funding source. Related statutes and presidential executive orders under the umbrella of Title VI address minority and low-income populations and services to those individuals with limited English proficiency (LEP), women and the disabled.

MCDOT cannot, on the basis of race, color, or national origin either directly or through contractual means, take any of these actions:

- Deny program services, aids or benefits.
- Provide a different service, aid or benefit, or provide them in a manner different from what is provided to others.
- Segregate or separately treat individuals in any matter related to the receipt of any service, aid or benefit.
- Deny an opportunity to participate as a member of a planning, advisory or similar body that is an integral part of the program.

Any federal financial aid sub-recipient is required to administer its program and activities without regard to race, color, or national origin.
MCDOT's Title VI program is enforced in the following ways:

- Conducting internal and external compliance reviews.
- Conducting Title VI Program implementation training to staff, suppliers, vendors, contractors, and other sub-recipients of federal funds.
- Developing Title VI compliance information for internal and external dissemination.
- Processing the disposition of Title VI complaints received by MCDOT.
- Working closely with the Arizona Department of Transportation (ADOT) to ensure optimal Title VI performance by MCDOT. ADOT is the steward and approving authority for these programs as they relate to transportation in Arizona.

Complaints may be filed by any person, in English or Spanish, who believes that he or she has been excluded from, participation in, denied the benefits of or otherwise subjected to discrimination under any MCDOT service, program activity, and believes the discrimination is based upon race, color, or national origin. Complaints may be filed with MCDOT's Title VI Coordinator:

Maricopa County Department of Transportation
MCDOT Title VI Nondiscrimination Program Coordinator
2901 W. Durango Street
Phoenix, AZ 85009-6357

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The implementation of MCDOT's Title VI program requires the Title VI poster to be included on the contractor's bulletin board. This item is included in the list of bulletin board requirements addressed in the next section.

MCDOT's Title VI poster shall be on the Project Bulletin Board, in each corporate and satellite office, and posted on a lath at regular intervals on the project site. Photos of displayed poster(s) are to be kept in project files.

SEE FEDERAL MANUAL

IV.7: BULLETIN BOARD REQUIREMENTS

Certain postings and notices are required on all projects that receive federal funds. These are supplementary postings beyond the usual postings required in a place of business. The Construction Engineer is cautioned to differentiate between those postings required by a business and those postings required to be on a construction project bulletin board.

The Construction Engineer should see that the following posters and provisions (as included in the contract) are posted prominently by the Contractor on a bulletin board:

Federally required posters can be found online at www.azdot.gov | Business | Engineering and Construction | Construction and Materials | Posters

- EEO Poster (EEOC-P/E-1) in English and Spanish
- Fraud Poster (Form FHWA-1022) required by Title 18 of the United States Code, Section 1020
- Safe Work Place Poster (Form OSHA 3165-02 2012R; OSHA 3167-01-07R) in English and Spanish
- Employee Rights under the Davis-Bacon Act (Minimum Wage) Poster (WH-1321 and WH-1321 SPA) in English and Spanish
- Employee Rights Under the Fair Labor Act (Minimum Wage) Poster (WHD 1088 and WHD 1088SPA) in English and Spanish
- Employee Rights Under the Employee Polygraph Protection Act Poster (WHD 1462 and WHD 1462SP) in English and Spanish
- Employee Rights and Responsibilities Under the Family and Medical Leave Act (WHD 1420 and WH 1420SP) in English and Spanish
- MCDOT's Title VI Notice to the Public
- Required Contract Provisions for Federal Aid Construction Contracts (FHWA-1273)
- The Wage Decision as printed in the project Special Provisions
- EEO Policy of the Contractor and major Subcontractors, with name and contact information of contractor's EEO Policy Enforcement Officer
- List of safety officers for the Contractor with contact information and major Subcontractors
- Emergency contact telephone numbers
- The Notice of Intent for Storm Water Discharges (EPA form 3510-618-98)

Business work posters required by Arizona law can be found online at www.hr.az.gov | Policy – Legislative Services | Required Posters

- Constructive Discharge
- Discrimination is Prohibited in Employment
- Notice to Employees: You are Covered by Unemployment Insurance (POU-003 and POU-003-S) in English and Spanish
- Safety and Health Protection on the Job

SEE FEDERAL MANUAL

- Smoke-free Arizona "No Smoking" Sign
- Work Exposure to Bodily Fluids
- Workers Compensation Law (Notice to Employees, Contractor to Fill in Policy Number on poster) in English and Spanish

Additional recommended postings include:

- Map depicting location of project and nearest medical facilities; and
- OSHA postings and other project safety and security information.

The size, location, lighting, and visibility are not specified in the contract, except as noted in the quotations below (taken from the federal requirements in a typical special provision):

> "Contractor agrees to post in conspicuous places, available to employees and applicants for employment...shall be posted at all times by the Contractor and their Subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers."

The Construction Engineer should see that the contractor furnishes a bulletin board of sufficient size to accommodate all of the required posters: generally, an area of 24 to 32 square feet is sufficient. The bulletin board should be suitable for outside installation and covered with a transparent window for the purpose of displaying required posters on the project.

The various required posters (Appendix F.7.0) are periodically updated; those found in Appendix F of this manual are the most current at the time of publication.

Although not required, the Construction Engineer typically gives the contractor one of each of the posters at the Pre-Construction Conference. Before doing so, a couple of these posters require contact information to be entered onto the poster. The Fraud Poster, required by Section 1020, Title 18, United States Code, must be displayed during the course of the work. The poster has two blank boxes for the Construction Engineer to fill in.

- For the FHWA box, enter:
  4000 North Central Avenue, Suite 1500, Phoenix, AZ 85012

- In the State Highway Department box, enter:
  Maricopa County Dept. of Transportation
  Attn: Chief Construction Engineer
  2901 W. Durango Street
  Phoenix, AZ 85009

On the Form WH-1321 and WH-1321 SPA (Employee Rights Under the Davis-Bacon Act) poster, place the name, address and phone number of the Construction Engineer who is administering the contract. If this is a consultant working on behalf of MCDOT, then the consultant Construction Engineer and contact information is to appear in this box.

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Once the bulletin board has been established, the project inspector should perform a Quantlist Inspection to verify all necessary items have been placed. An example of the Quantlist Inspection Form can be found in Appendix F (Appendix F.7.2).

The inspector should use the Bulletin Board Quantlist Inspection Form found in the Special Provisions of the project. Any corrective action needed should be immediately addressed and resolved. The inspector should also take photos of the bulletin board for the project files for verification of required items. The Quantlist for the Bulletin Board should be completed monthly after the initial establishment.

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IV.8: ENVIRONMENTAL

Contractor's Permits, AZPDES, SWPPP, NOI/NOT, and Hazardous Materials shall comply with Section 107 – Legal Relations and Responsibility to the Public.

Environmental Mitigation Methods

During the development of the project, MCDOT will request environmental clearances from ADOT. Once the clearance is obtained, this document is included as an Appendix to the project's Special Provisions. In addition, a bid item and a Special Provision should also be present in the bid documents if there are other environmental issues to be addressed, such as lead abatement, burrowing owls, asbestos abatement and disposal, etc. If the project identifies asbestos abatement or if asbestos is encountered during the construction of the project, the contractor must dispose of the hazardous material in an approved landfill. The Environmental Assessment will list the responsibilities of MCDOT and the contractor during design and construction. *It is the Construction Engineer's responsibility to establish a familiarity with that document and to enforce any mitigation methods documented by the Construction Engineer for all measures where action is required that are outlined as part of the environmental clearance.* If the Environmental Assessment requires public involvement, documentation shall be kept on file for any public involvement, as well as how the mitigation methods were met. Some items in the Environmental Assessment may require action prior to bid, or prior to construction or on an ongoing schedule during construction.

Borrow Sources (if Applicable)

If the project scope requires the contractor to import borrow material into the project, the contractor must get the source cleared for any environmental issues. Requirements for obtaining environmental clearances shall be stated in the project Special Provisions. It is the contractor's responsibility to submit a complete environmental clearance document for each source from which they are proposing to bring material into the project. These documents are then submitted to ADOT's Environmental Section for approval. **The contractor is not allowed to bring any material from these sources until it has been cleared by both MCDOT and ADOT.**

401/404 Permit (if Applicable)

If the project scope requires the contractor to build any portion of the project over, adjacent, or within Waters of the United States, MCDOT will coordinate with ADOT to request a 401/404 permit from the Army Corps of Engineers. Once the permit is obtained, that document is included as an Appendix to the project's Special Provisions. That document lists the responsibility of MCDOT and the Contractor during construction. *It is the Construction Engineer's responsibility to establish a familiarity with the permit document and to enforce measures outlined as part of the 401/404 permit.* Documentation shall be kept and filed as to how the mitigation methods were met and how the contractor and MCDOT complied with the conditions of the permit.

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IV.9: DAVIS BACON ACT, CERTIFIED PAYROLLS AND SUBCONTRACTORS

Background and General Requirements

The Davis-Bacon and Related Acts (DBRA), apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair of public buildings or public works. Federally funded projects located within roadways functionally classified as local roads or rural minor collectors are also exempt (FHWA-1273, Section IV). This means that locally prevailing pre-determined wages and fringe benefits must be paid for work performed on the project (unless exempt). The Department of Labor (DOL) is responsible for determining the locally prevailing rates. In addition, prime contracts greater than $100,000 require that overtime be paid at one and one-half times the regular hourly rate of pay for hours in excess of 40 hours worked.

Certified Payrolls

Contractors and subcontractors are required to submit a Certified Payroll Report (CPR) on a weekly basis, which includes the following information:

- Employee name (address and Social Security number do not have to be on the certified payroll report, but the company must keep this information as part of the recordkeeping requirements)
- Employee work classification
- Hourly rate of pay, including fringe benefits and/or cash equivalents
- Daily and weekly numbers of hours worked
- Deductions made
- Actual wages paid

For MCDOT projects that utilize federal funds, the contractor shall submit these certified payrolls electronically using the LCP Tracker Labor Compliance Software under MCDOT's license. The contractor shall submit electronic payrolls every week, from the date of Notice to Proceed through the date of Final Acceptance, regardless if work was performed on the project or not. If no work was performed on the project, then each Prime and subcontractor that did not perform work shall submit a payroll which states "No Work Performed". Subcontractors may submit a "FINAL" payroll when their work is complete.

Once submitted, MCDOT will review the payrolls using LCP Tracker for compliance with the Davis-Bacon Act prevailing wage rates. Payrolls will be reviewed for each applicable classification using the wage decision in the Special Provisions (or modified by Addendum). This review will be conducted by MCDOT staff for MCDOT-administered projects or by Consultant staff on projects managed by a Construction Administration Consultant.

Each payroll will be accepted or rejected. Non-compliance issues will be brought to the contractor's attention within one-week of submittal. Contractor notification is made within the LCP Tracker software. Documents that the contractor is submitting as proof of issue resolution

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will be uploaded into the eDocuments section in LCP Tracker by the contractor so the project's CM staff can verify the information.

LCP Tracker Discussion and Project Setup

Each MCDOT user in LCP Tracker will have their own account. The LCP Tracker administrator for MCDOT will be responsible for building the new projects in the program at the time they are awarded to the contractor. In addition, this person will load new master wage decisions into the program and may add the specific wage decision to the project, or they may choose to assign it to the Construction Engineer to complete this task.

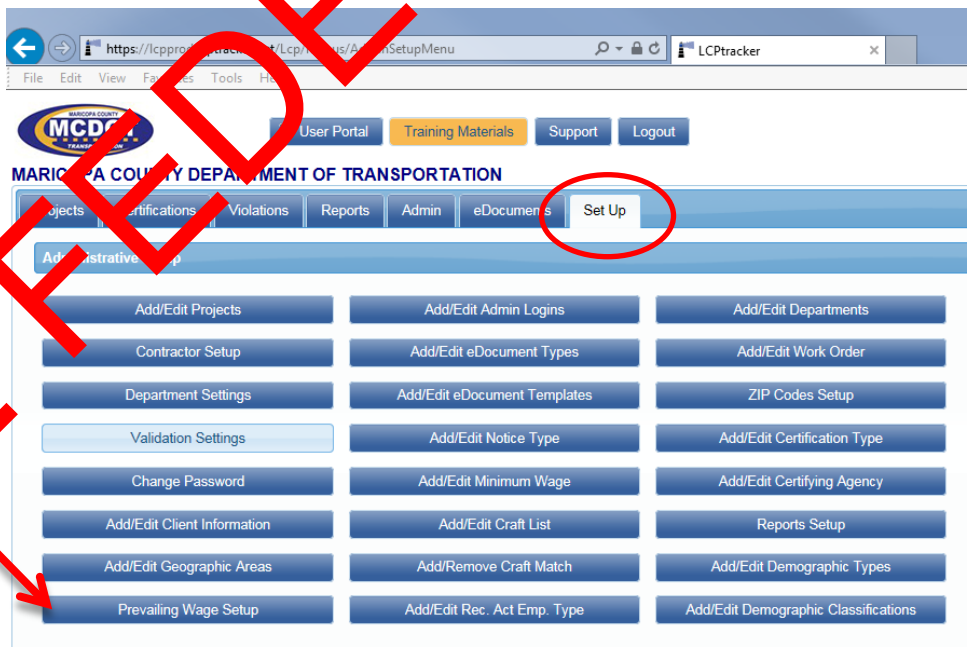
Screen shots with instructions for managing Master Wage Decisions, and for assigning Project Specific Wage Decisions follow here.

Managing Master Wage Decisions in LCP Tracker & Assigning Project Specific Wage Decisions

The correct practice for managing wage decisions in LCP Tracker is with the use of MASTER wage decisions. These are the templates that can then be copied to individual projects. Once a Master wage decision is loaded into LCP Tracker, no changes should be made to it. If a new Master wage decision needs to be added, the method would be to copy the current records from an existing master into a new master, and modify those records as needed.

MANAGING MASTER WAGE DECISIONS

1. In LCP Tracker, navigate to Set Up. Click on *Prevailing Wage Setup*.



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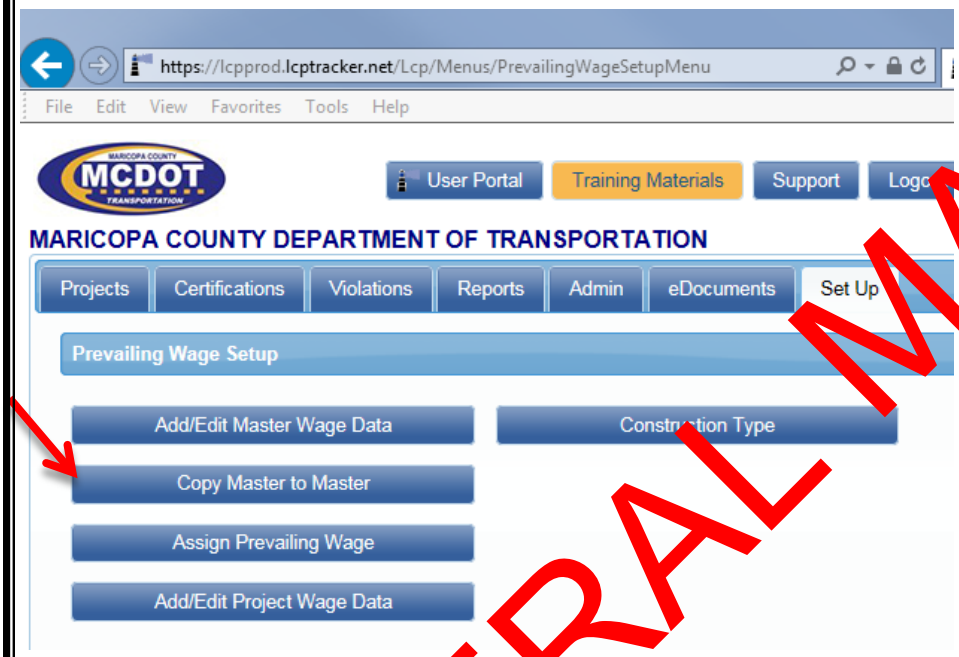
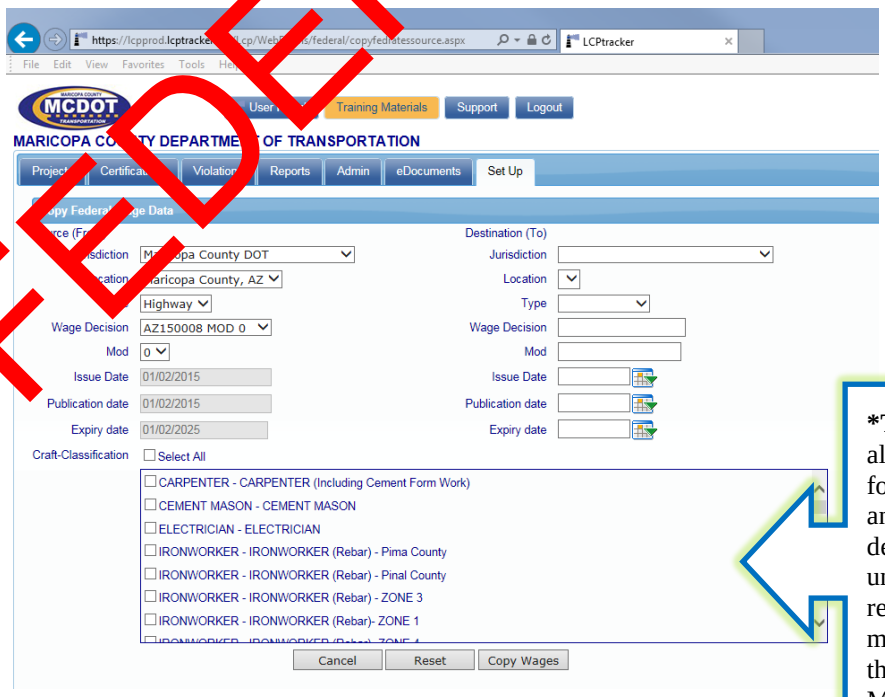
2. To copy an existing Master Wage to use as a starting point for the new Master Wage, click on *Copy Master to Master*. This will allow you to select records to copy into the new wage decision.





Tip Select all records for copying, and then delete the unneeded records when modifying the new Master.

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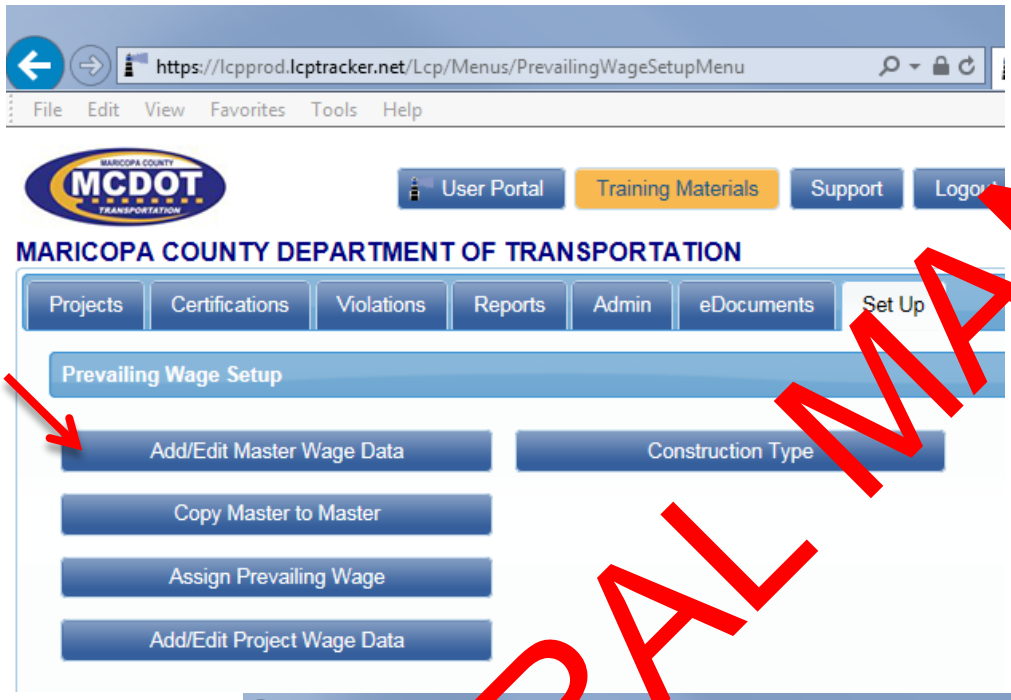
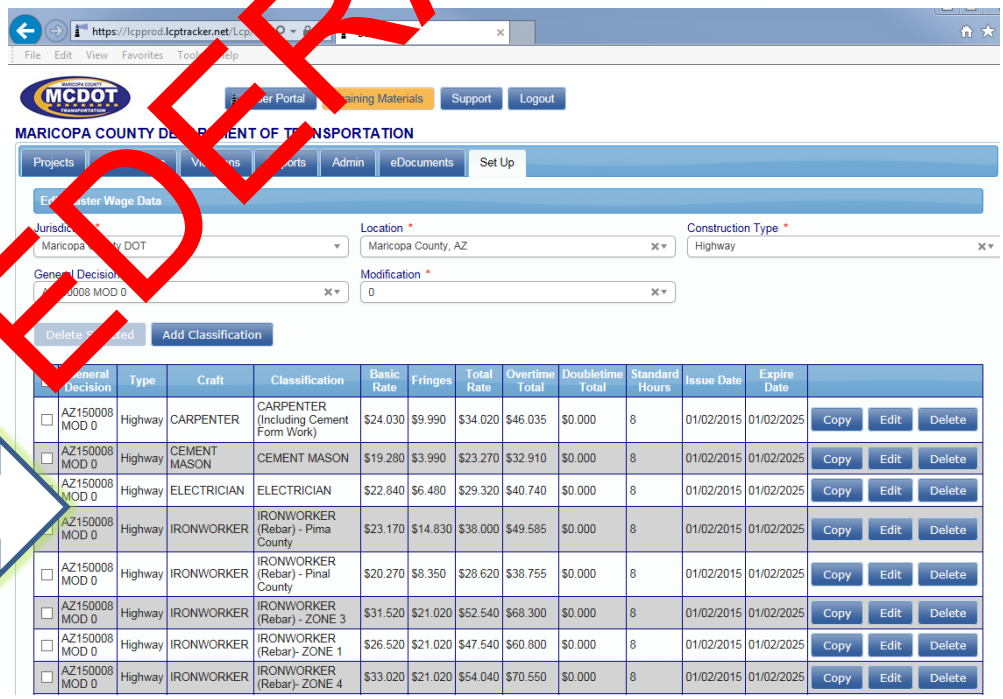
3. After copying the desired records from an existing Master Wage into a new Master Wage that you create, you can edit the records in the newly created Master Wage.





General Decision	Type	Craft	Classification	Basic Rate	Fringes	Total Rate	Overtime Total	Doubletime Total	Standard Hours	Issue Date	Expire Date	
AZ150008 MOD 0	Highway	CARPENTER	CARPENTER (Including Cement Form Work)	$24.030	$9.990	$34.020	$46.035	$0.000	8	01/02/2015	01/02/2025	Copy Edit Delete
AZ150008 MOD 0	Highway	CEMENT MASON	CEMENT MASON	$19.280	$3.990	$23.270	$32.910	$0.000	8	01/02/2015	01/02/2025	Copy Edit Delete
AZ150008 MOD 0	Highway	ELECTRICIAN	ELECTRICIAN	$22.840	$6.480	$29.320	$40.740	$0.000	8	01/02/2015	01/02/2025	Copy Edit Delete
AZ150008 MOD 0	Highway	IRONWORKER	IRONWORKER (Rebar) - Pima County	$23.170	$14.830	$38.000	$49.585	$0.000	8	01/02/2015	01/02/2025	Copy Edit Delete
AZ150008 MOD 0	Highway	IRONWORKER	IRONWORKER (Rebar) - Pinal County	$20.270	$8.350	$28.620	$38.755	$0.000	8	01/02/2015	01/02/2025	Copy Edit Delete
AZ150008 MOD 0	Highway	IRONWORKER	IRONWORKER (Rebar) - ZONE 3	$31.520	$21.020	$52.540	$68.300	$0.000	8	01/02/2015	01/02/2025	Copy Edit Delete
AZ150008 MOD 0	Highway	IRONWORKER	IRONWORKER (Rebar)- ZONE 1	$26.520	$21.020	$47.540	$60.800	$0.000	8	01/02/2015	01/02/2025	Copy Edit Delete
AZ150008 MOD 0	Highway	IRONWORKER	IRONWORKER (Rebar)- ZONE 4	$33.020	$21.020	$54.040	$70.550	$0.000	8	01/02/2015	01/02/2025	Copy Edit Delete

Tip
More than one record can be deleted at once in this screen. Delete the unneeded records and then modify the remaining records with accurate wage information

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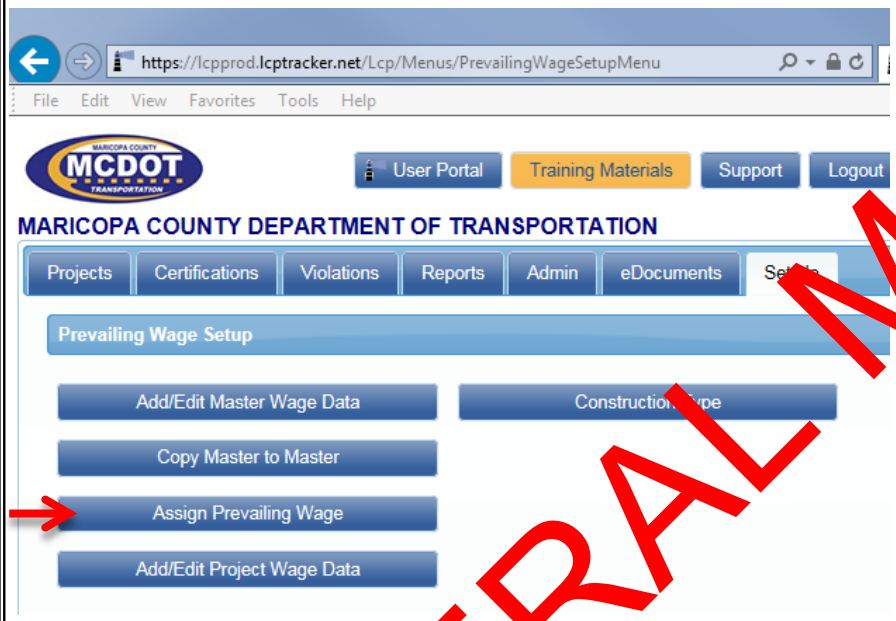
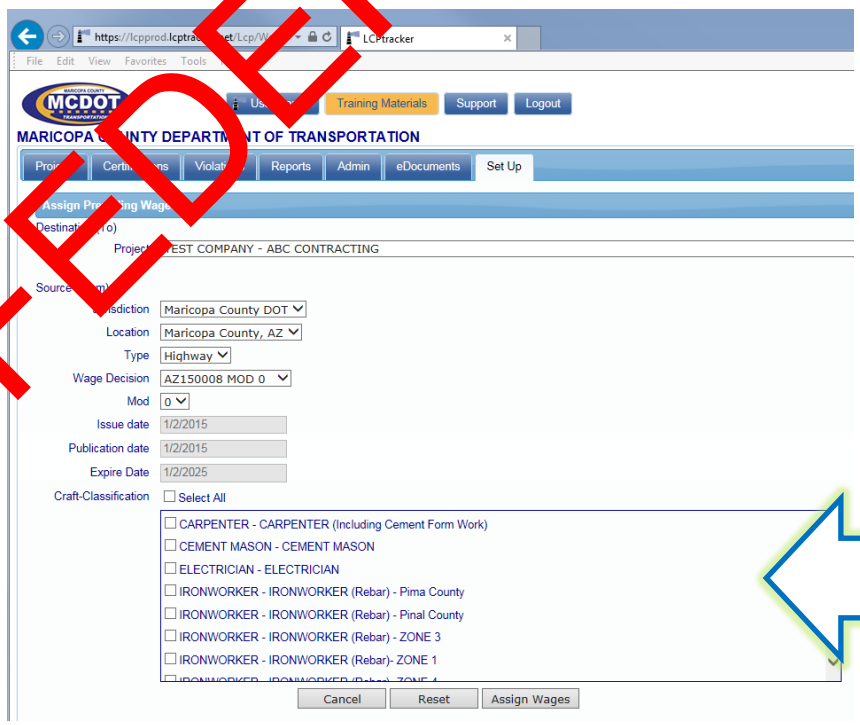
ASSIGNING PROJECT SPECIFIC WAGE DECISIONS

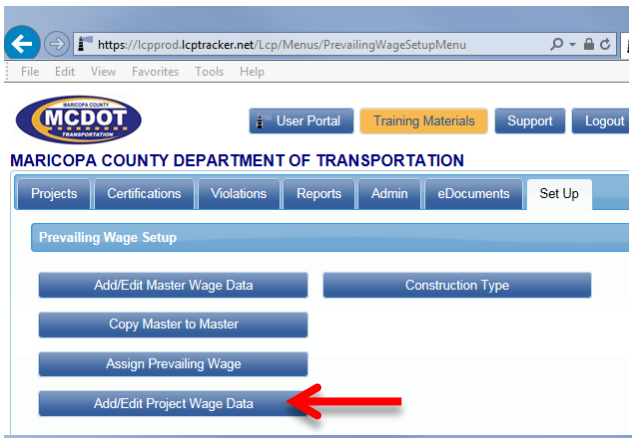
1. Copying a Master Wage to a Project Specific Wage: Click *on Assign Prevailing Wage*. Select the project you want *to assign Wages TO*, and the source *Master Wage the records will be coming FROM*.





Tip Select all records for copying, and then delete the unneeded records when modifying the Project Specific Wages.

2. After the records from the Master Wage have been copied over to the Project Specific Wages, you can edit the Project Specific Wages to match the wage determination in special provisions.



Jurisdiction	Location	General Decision	Type	Craft	Classification	Basic Rate	Fringes	Total Rate	Overtime Total	Doubletime Total	Standard Hours	Issue Date	Expire Date	
Maricopa County DOT	Maricopa County, AZ	AZ150008 MOD 0	Heavy	LABORER	SIGN INSTALLER - HR	$14.540	$3.490	$18.030	$25.030	$0.000	8	01/02/2015	01/02/2025	Copy Edit Delete
Maricopa County DOT	Maricopa County, AZ	AZ150008 MOD 0	Highway	CARPENTER	CARPENTER (Including Cement Form Work)	$24.030	$9.990	$34.020	$46.035	$0.000	8	01/02/2015	01/02/2025	Copy Edit Delete
Maricopa County DOT	Maricopa County, AZ	AZ100013 MOD 10	Highway	CARPENTER	CARPENTER (Including Cement Form Work)	$23.580	$8.490	$32.070	$43.860	$0.000	8	09/02/2011	09/02/2025	Copy Edit Delete
Maricopa County DOT	Maricopa County, AZ	AZ100013 MOD 10	Highway	CARPENTER	UNION - Apprentice Level 1 60%	$14.148	$5.080	$19.228	$26.302	$0.000	8	09/02/2011	09/02/2025	Copy Edit Delete
Maricopa County DOT	Maricopa County, AZ	AZ100013 MOD 10	Highway	CARPENTER	UNION - Apprentice Level 2 65%	$15.327	$5.080	$20.407	$28.071	$0.000	8	09/02/2011	09/02/2025	Copy Edit Delete
Maricopa County DOT	Maricopa County, AZ	AZ100013 MOD 10	Highway	CARPENTER	UNION - Apprentice Level 3 70%	$16.506	$5.080	$21.586	$29.839	$0.000	8	09/02/2011	09/02/2025	Copy Edit Delete
Maricopa County DOT	Maricopa County, AZ	AZ100013 MOD 10	Highway	CARPENTER	UNION - Apprentice Level 4 75%	$17.685	$5.080	$22.765	$31.608	$0.000	8	09/02/2011	09/02/2025	Copy Edit Delete
Maricopa County DOT	Maricopa County, AZ	AZ100013 MOD 10	Highway	CARPENTER	UNION - Apprentice	$18.864	$8.490	$27.354	$36.786	$0.000	8	09/02/2011	09/02/2025	Copy Edit Delete
Maricopa County DOT	Maricopa County	AZ100013 MOD 10	Highway	CARPENTER	UNION - Apprentice	$20.043	$8.490	$28.533	$38.555	$0.000	8	09/02/2011	09/02/2025	Copy Edit Delete

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Fringe Plan Review and Approval

Contractors may have a different and unique fringe benefit plan, while other contractors comply with the wage decision by paying the cash-equivalent of the fringe portion of the classification the employee is working. Some benefit plans are established through Union agreements that make up the majority of the contractor's fringe benefit plan. ADOT's Field Reports Section and MCDOT have agreed to follow the same procedure for approving fringe plans and sharing information on previously approved plans. *Ideally, a fringe plan is reviewed once per calendar year, and any time a contractor makes a change to their plan.*

Once a fringe plan is approved for a particular contractor, the summary is uploaded into the eDocuments section in LCP Tracker. This summary is applicable to that contractor for all projects they are working on, as the fringe plan approval is per company not per project. The summary will give a breakdown of allowable fringe amounts. This information is used when checking certified payrolls. *A contractor may pay more in fringes and cash in lieu of fringes than the contract requires, but they can only take credit for the maximum amount allowed as determined by the approved fringe plan.*

MCDOT and ADOT have informally agreed to share information with regards to fringe benefit review and approvals. If unable to locate a current, approved plan, go through the following steps.

No payrolls from the contractor being reviewed should be approved until the amount of allowable credit in the fringe plan is approved.

Instructions for Fringe Plan Review and Approval

Before going through the process of reviewing a contractor's fringe benefits, first check in LCP Tracker to see if there is a current, approved plan in place uploaded in LCP Tracker. Also, check with ADOT Field Reports to see if they have an approved plan on file.

1. Request the following items from the contractor:
   A. 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
      i. Medical coverage
      ii. Dental coverage
      iii. Vision coverage
      iv. Life/AD&D coverage
      v. Vacation and/or Holiday time off
      vi. Training
      vii. Pension/401k plan
   B. Detailed description of the participation levels for both the company and employees for health/welfare benefits.

C. Current copies of health care provider's billings; listing participating employees and monthly premiums paid on their behalf along with copies of cancelled check or electronic funds transfer as proof of payment. (An invoice and payment verification for one month from the benefit plan year will suffice)
D. 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.
E. 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. (Provide an ERF and payment verification for one month from each union trust)

2. Once the requested information is received, review the Employee handbook carefully to determine the benefits each employee receives. Also use the health care provider's billings to verify the amounts that are paid on the employee's behalf.
3. Use a Plan Calculation Spreadsheet (Appendix F.9.1) to determine the Allowable Hourly Credit the contractor may take for each of the following fringe categories: Medical, Dental, Life Insurance / AD&D, 401k / Pension, Vacation.
4. Record the information on a Fringe Plan Summary (Appendix F.9.2) providing any notes for backup as to how the amounts were determined and upload it into LCP Tracker.
5. Use this information for the approval of payrolls for that contractor.

Labor Conformance Requests

The Special Provisions for all federally funded projects will include a Wage Decision that identifies the minimum wage and benefits that the contractor (or subcontractor) must pay an employee when the employee is performing the duties of specific positions. These wage determinations are updated periodically based on statistical data for prevailing wage and benefits paid in a specific locality and are issued in accordance with the Davis-Bacon Act. While there are several specific classifications for laborers, equipment operators, etc., there are instances where duties of a worker needed in the performance of the contract are not found or cannot be classified using the Wage Decision issued for a project.

In these instances, the contractor must submit a Request for Authorization of Additional Classification and Rate (Form SF1444) (Appendix F.9.3) through MCDOT's Contracting Officer, via the Construction Engineer. During the review process, MCDOT's CM will determine if the proposed rate is reasonable, and submit to the U.S. Department of Labor (DOL) for final approval. The form is completed by the contractor, and signed by the employee (or the employee's representative – who could be a Union representative) who will be performing the duties as described on the form.

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MCDOT's Contracting Officer and contact information shall be noted also on the WH-1321 Poster, located on the project bulletin board. At the time of this printing, the Contracting Officer shall be the MCDOT Chief Construction Engineer.
Instructions for the process of requesting an additional classification approval is found below.

Request for Authorization of Additional Classification and Rate (CONFORMANCE REQUEST / SF1444)

When an additional classification needs to be added to a project specific wage determination, this procedure is followed.

1. Contractor completes the Form SF 1444, items 3 through 16. Note: The information in Box 2 will depend on the CM administering the construction contract. It will be their name and address (i.e. MCDOT office or consultant field office).
2. The CM staff will verify the information entered by the contractor and perform a check to make sure the requested classification and rate is *reasonable*.
   - Ensure the classification requested is not already covered by an existing classification, and must be appropriate to the type of work being performed for the project.
   - Two existing classifications cannot be combined to create a new one.
   - The classification cannot be a trainee. No conformance requests are needed to add trainees / apprentices to project wage decisions. They can be added to the Project Wage Decision with an approved training plan.
   - Conformance Requests should not be submitted for "exempt" classifications (managers, foreman, engineers) and only for "laborers or mechanics" (employees performing physical work on the project).
   - The proposed rate should not be lower than the lowest skilled classification on the determination.
   - Each classification requested should have a brief description of work.
   - The proposed rate should bear a reasonable relationship to the wages rates listed on the wage determination. The proposed fringes should be the same as listed on the wage determination.
3. The completed and reviewed SF 1444 is forwarded to the MCDOT Chief Construction Engineer for approval.
4. The new classification is entered into the Project Wage Determination in LCP Tracker.

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5. The Prime Contractor is notified that the new classification has been entered.

Sample Notification to Contractor that Classification has been Entered into LCP Tracker

Additional Classification and rate : Sunline Contracting LLC

ALL REQUESTS FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE ARE PROJECT SPECIFIC

The class and rate has been entered into the system for this project as shown below. The contractor is required to use the classification and rate when processing the first certified payroll (CPR) in which work was performed.

Jurisdiction	Location	General Decision	Construction Type	Craft	Classification	Basic Rate	Fringes	Total Hourly Rate	Total Overtime Rate	Total Double Rate	Standard Hours	Publication Date
MCDOT	Maricopa County	AZ130008 Mod 6	Highway	LABORER	PAINT STRIPE OPERATOR	[illegible]	$3.92	$19.49	$27.28	$0.00	8	11/1/13
MCDOT	Maricopa County	AZ130008 Mod 6	Highway	LABORER	STRIPING LABORER	$14.54	[illegible]	$18.03	$25.30	$0.00	8	11/1/13
MCDOT	Maricopa County	AZ130008 Mod 6	Highway	TRUCK DRIVER	PAINT STRIPE DRIVER	[illegible]	$3.50	$21.50	$30.50	$0.00	8	11/1/13
MCDOT	Maricopa County	AZ130008 Mod 6	Highway	TRUCK DRIVER	PAINT TRUCK DRIVER	$19.35	$4.75	$24.10	$33.78	$0.00	8	11/1/13

The request will be processed to DOL for review and approval. Once DOL responds notification of their decision by copy of their letter will be uploaded into the system as eDocuments for this project.

If any information listed is incorrect contact me immediately.

Thank you.
Katherine Aragon
Labor Compliance Officer

6. The new classification is now available for use. However, if DOL does not approve the request, back wages may be due and supporting documentation required.

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7. An email is sent to DOL to request approval of the submitted classification and rate.
    a. Email: WHD-conformance_incoming@DOL.gov.
    b. Attach the conformance request and wage determination (printed in specials)

Sample Email to DOL for Conformance Request

CONTRACT NUMBER: SS59301C

LOCATION: MARICOPA COUNTY

PROJECT: NORTHERN PARKWAY

WORK DESCRIPTION: CONSTRUCT NEW ROADWAY AND STRUCTURES

CONTRACTOR: BOB'S BARRICADES, INC

WAGE DECISION: AZ100013 Modification #10 dated 09/02/2011

PROPOSED

CLASSIFICATION(S): TRAFFIC CONTROL TECHNICIAN

AND RATE(S): $14.54 WAGE $3.49 FRINGE

The Maricopa Department of Transportation (MCDOT) is requesting Authorization of Additional Classification and Rate for TRAFFIC CONTROL TECHNICIAN to **TRANSPORT, PLACEMENT, TEARDOWN AND MAINTENANCE OF TEMPORARY TRAFFIC CONTROL DEVICES, DRIVER OF ANY TRAFFIC CONTROL VEHICLE INCLUDING TRUCK MOUNTED ATTENUATOR WITH GVW LESS THAN 26,000 LBS, and ACCURATELY COMPLETED JOBSITE DOCUMENTATIONS** be added to the above referenced project's wage decision. This classification is not included in Wage Determination-General Decision AZ100013 modification #**10** for this project.

The proposed rate for the **TRANSPORT, PLACEMENT, TEARDOWN AND MAINTENANCE OF TEMPORARY TRAFFIC CONTROL DEVICES, DRIVER OF ANY TRAFFIC CONTROL VEHICLE INCLUDING TRUCK MOUNTED ATTENUATOR WITH GVW LESS THAN 26,000 LBS, and ACCURATELY COMPLETED JOBSITE DOCUMENTATIONS** is equal to the survey rate for **GENERAL CLEANUP ($14.54+$3.49=$18.03)**. As the proposed rate does bear a reasonable relationship to the other wage rates in the wage determination, MCDOT does recommend approval.

Dave Hopper, PE
Construction Engineer
Maricopa County DOT
Project Management & Construction Division
2[illegible] West Durango Street
Phoenix, AZ 85009-8357
602-506-2882
Davehopper@mail.Maricopa.gov

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8. The signed SF 1444 is uploaded into LCP Tracker eDocuments.
9. When DOL's response is received, either of the following steps takes place.
    a. Approved:
        i. Upload approval letter into LCP Tracker eDocuments
    b. Denied:
        i. Notify Contractor of change in rate required by DOL.
        ii. Reject payrolls containing the classification; require proof of back wages with resubmittal of payroll.
10. If a response from DOL is not received within 30 days, send another email to DOL requesting a status update, and cc: the appropriate MCDOT staff.

Contractor Employee Interviews

To assist with verification of payroll data, Inspectors will periodically conduct a one-on-one interview of random contractor employees. These interviews will be conducted utilizing the Record of Contractor's Employee Interview (Appendix F.4). The information obtained from this interview will be compared for accuracy to the information shown on the payroll. Should a discrepancy be discovered, the contractor shall be notified and corrective action may be required.

Every situation is unique which may require different corrective action. For example:

1. *The employee misunderstood what rate they were paid for the work they performed – no action required.*

2. *The contractor discovered after MCDOT's notification that they did in fact underpay an employee. First, the contractor shall immediately begin paying the employee in accordance with the wage decision for the classification the employee is working. Second, payment for all back wages shall be made separately from the regular payroll and copies of the cancelled checks are required to be returned to MCDOT for verification.*

3. *The employee was paid appropriately, in accordance with the wage decision, but was not accurately reflected on the payroll. The payroll is corrected and returned to MCDOT for review through LCP Tracker, and a copy of the cancelled check that verifies the correct payment to the employee was made.*

As a guideline, Inspectors should attempt to interview each contractor and subcontractor employee working on the project at least once, in each capacity they are working during the construction of the project. Information obtained during this one-on-one interview between the inspector and the contractor's employee is sensitive, confidential information

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and shall be conducted utilizing the MCDOT Contractor's Employee Interview Form. The information that is gathered from this interview is shared with the Construction Engineer's staff only, and is NOT shared with other contractor employees or supervisors.

Checking Certified Payrolls

There are many things to be aware of when checking certified payrolls. A convenient Payroll Checklist (Appendix F.9.5) is included in the appendix.

- Contractor Employee Interviews verify dates and types of work an employee performed.
- The maximum allowable fringe amounts based on the Fringe Plan Summary.
- If a deduction with the classification "other" is shown, make sure the contractor has uploaded an Employee Authorized Deductions Form (Appendix F.9.6) that clearly states what the amounts being deducted are, the reason for the deduction and includes the employee's signature.
- Apprentice/Trainee information: Discussed in section 5 of this chapter: On-The-Job Training.

When checking certified payrolls, the Labor Compliance Staff will use Contractor Employee Interviews as the primary means of labor compliance verification, and randomly perform spot checks of Inspector Daily Diaries as an additional verification tool for labor compliance.

The misclassification of workers is one of the most common compliance issues, so the Inspector's recorded observations of the work being performed and the labor force on-site is useful when discrepancies are discovered with payroll(s) during the course of verifying the information from the Contractor's Employee Interviews. The comparison of Inspector Diaries, combined with the use of Contractor Employee Interviews, can help provide a more clear description of the work being performed and assist the Labor Compliance Staff with identification of possible compliance issues.

The Labor Compliance Staff is therefore encouraged to take a random sampling of Inspector's Daily Diaries to verify the labor information documented by the Inspector as a means for spot checking against the certified payrolls. Sometimes, it may be determined that the Inspector's recorded observations of the labor force on-site does not directly correlate with the certified payrolls. If differences or questions are noted, the Labor Compliance Staff should first discuss with and get clarification from the Inspector. If there are remaining discrepancies with the certified payrolls after clarification from the Inspector, the Labor Compliance Staff should follow the appropriate steps in rejecting the payroll to allow the contractor to address the discrepancy. As documentation that the spot check was performed, the Labor Compliance Staff should either attach a copy of the Inspector's Daily Diary to the payroll and place in project file or note the spot check in LCPTracker with the Inspector's Daily Diary Number and Date.

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Failure to submit certified payrolls

Within the special provisions of a project, MCDOT may include a specification whereby money is retained from the monthly progress payment (in addition to normal retention) when the contractor fails to submit certified payrolls. This specification requires MCDOT's staff to evaluate at the 15th of each month if the contractor has submitted payrolls for its work during the preceding month. At that time, the Construction Engineer will provide a written letter outlining the specific discrepancies. The contractor will then have 10 days to comply; else additional money will be retained from the progress payment. At the time of printing, this amount was set at $2,500.00 per *each* payroll document, and is released to the contractor if the complete and correct payroll is turned in within 90 days of the written notification by the Construction Engineer. A sample notification letter is provided in Appendix F. (Appendix F.9.7)

Authorized Signatures

The Prime Contractor is required to submit an Authorized Signature Form at the Preconstruction Conference. **If the person signing items such as a Subcontract Request Form is using an electronic font signature on the documents, ensure a matching electronic font signature is on the Authorized Signature Form.**

The person electronically submitting the certified payrolls in LCP Tracker needs to be included on the Authorized Signature Form. This person needs to have the authority to sign for payrolls (identified on the Authorized Signature Form as Document #4 Payrolls). *It is also a good idea to have the contractor submit a letter stating that authority for specific forms (Conformance Request for example) has been delegated to the individual who will be signing and submitting them, with the letter signed by a person on the Authorized Signature Form with that area of authority.*

Subcontractor Agreements

Subletting of a contract shall comply with Section 108.2. In addition to the referenced section requirements, subcontracts for all Federal Aid projects will follow these guidelines:

An approved subcontract agreement is required before a subcontractor can begin work on site. MCDOT requires the full subcontract package to be submitted before approving any subcontractor. Non-DBE subcontractors must submit the following items. DBE subcontracts must also include the Contractor Compliance Agreement Assurances Form as discussed in the DBE section.

- Subcontractor Request Form (SRF) (Appendix F.9.8)
- Executed Subcontract
- EEO Statement
- FHWA-1273, all pages initialed and dated

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- Attachments referenced on SRF #4, #5, #6, #7, #8, #9, #10, #11, #12
- MCDOT Title VI Assurances Appendix A (Appendix F.9.9) and Appendix E (Appendix F.9.10) included in every subcontract

Maintain a Master List of subcontractors and suppliers that will assist with tracking necessary information. The list should include the following: Approval date, lower tier status, start date and end date to confirm payroll data, DBE status (including whether or not they are included in the DBE goal per bid documents), and subcontract amount. This document can be used to help track the percentage of work being subcontracted as well.

Sample Master List of Subcontractors

Project: TT369 No. Parkway Overpasses - Reems & Litchfield
Contractor: Ames Construction, Inc. Prime Start Work: 3/11/14 Prime End Work: 6/18/15
Contract Amount: $10,088,740.72 Contract Time Began: 4/10/14
Max 60%: $6,053,244.43

Date Approved	Lower Tier To	Subcontractor	Start Date	End Date	Payrolls?	DBE	On DBE Affidavit?	Subcontract Amount	% of Contract	Accum Amt	Accum %
3/18/2014		Himes Consulting	3/18/2014	3/18/2014	N	Y		$ 2,500.00	0.02%	$ 2,500.00	0.02%
3/20/2014		Southwest Concrete Paving Co.	4/28/2014	3/2/2015	Y	N	No	$ 1,275,860.00	12.65%	$ 1,278,360.00	12.67%
3/20/2014		Metro Traffic Control LLC	4/3/2014	5/22/2015	Y	N	No	$ 34,960.00	0.35%	$ 1,313,320.00	13.02%
3/21/2014		AZ Highway Solutions Inc DBA 3D Survey Consultants	3/11/2014	1/2/2015	N	N	No	$ 84,800.00	0.84%	$ 1,398,120.00	13.86%
3/21/2014		Ninyo & Moore	4/22/2014	4/30/2015	N	N	No	$ 38,640.00	0.38%	$ 1,436,760.00	14.24%
3/24/2014		L&L Asphalt	1/15/2015	4/21/2015		Y	No	$ 25,270.00	0.25%	$ 1,462,030.00	14.49%
3/24/2014		Sunline Contracting LLC	4/24/2014	5/22/2015	Y	N	No	$ 109,999.30	1.09%	$ 1,572,029.30	15.58%
3/25/2014		Kimbrell Electric Inc.	6/2/2014	6/18/2015	Y		No	$ 120,199.21	1.19%	$ 1,692,228.51	16.77%
4/1/2014		Fleming and Sons Concrete Pumping Arizona, Inc.	5/21/2014	9/17/2014		N	No	$ 38,672.00	0.38%	$ 1,730,900.51	17.16%
4/4/2014		Paradise Rebar Inc.	4/10/2014	12/17/2014	Y		Yes	$ 1,425,831.97	14.13%	$ 3,156,732.48	31.29%
4/4/2014		RJC Contracting	4/16/2014	1/6/2015			No	$ 47,015.24	0.47%	$ 3,203,747.72	31.76%
4/8/2014		Magco Drilling	4/22/2014	6/30/2014		N	No	$ 511,792.00	5.07%	$ 3,715,539.72	36.83%
4/8/2014		Otto Trucking	5/[illegible]/2014	[illegible]/18/2014		Y	No	$ 62,100.00	0.62%	$ 3,777,639.72	37.44%
4/8/2014		Hunter Guardrail & Fence	5/[illegible]/2014	[illegible]/2/2015	Y	N	No	$ 704,703.13	6.99%	$ 4,482,342.85	44.43%
4/8/2014		Penhall Company	[illegible]/15/2014	[illegible]/6/2015		N	No	$ 14,695.38	0.15%	$ 4,497,038.23	44.57%
4/15/2014		Law Enforcement Specialists	[illegible]/2014	[illegible]	N	Y	No	$ 12,000.00	0.12%	$ 4,509,038.23	44.69%
4/16/2014		East Valley Golf dba Revegetation Services	4/16/[illegible]	10/13/2014	Y	N	No	$ 20,257.85	0.20%	$ 4,529,296.08	44.89%
4/21/2014		Snow Consulting	-	-	N	N	No	$ 250.00	0.00%	$ 4,529,546.08	44.90%
4/23/2014		Offsite Sweeping	7/18/2014	[illegible]/26/2015	Y	N	No	$ 10,000.00	0.10%	$ 4,539,546.08	45.00%
4/23/2014	Magco Drilling	Earthspectives	4/24/2014	6/30/2014	N	N	No	$ 44,688.00			
4/30/2014		Dougherty Painting	11/25/[illegible]	1/23/2015	Y	N	No	$ 47,430.00	0.47%	$ 4,586,976.08	45.47%
5/1/2014		Waste Manage[illegible]	5/[illegible]/2014	2/11/2015	N	N	No	$ 9,015.00	0.09%	$ 4,595,991.08	45.56%
5/7/2014		Royden Con[illegible]tion Co.	[illegible]/20/2014	10/2/2014	Y	N	No	$ 649,710.60	6.44%	$ 5,245,701.68	52.00%
5/19/2014		A-Core In[illegible]	11/6/2014	1/18/2015	Y	N	No	$ 5,422.00	0.05%	$ 5,251,123.68	52.05%
6/17/2014		Arizona [illegible] Contracting Inc.	10/16/2014	2/25/2015	Y	Y	No	$ 6,400.00	0.06%	$ 5,257,523.68	52.11%
7/16/2014		Di[illegible] Engin[illegible]	4/28/2014	9/19/2014	N	N	No	$ 2,400.00	0.02%	$ 5,259,923.68	52.14%
7/30/2014		[illegible]ger Bridge [illegible]	-	-	N	N	No	$ 64,980.00	0.64%	$ 5,324,903.68	52.78%
9/15/2014		Western Concrete [illegible]oin[illegible]	9/23/2014	12/12/2014	Y	N	No	$ 762.50	0.01%	$ 5,325,666.18	52.79%
9/19/2014	Royden	Marco [illegible]e & Riggin[illegible]	9/29/2014	10/3/2014	Y	N	No	$ 15,000.00			
10/15/2014	SW[illegible]	[illegible]nced Concre[illegible]awing & Sealing LLC	10/15/2014	2/24/2015	Y	N	No	$ 40,620.66			
10/16/2014	[illegible]CP	[illegible] Truckin[illegible]	10/20/2014	12/11/2014	N	N	No	$ 100,000.00			
10/17/20[illegible]		W[illegible]e Sa[illegible]es LLC	1/20/2015	1/28/2015	N	N	No	$ 1,890.00	0.02%	$ 5,327,556.18	52.81%
10/22/[illegible]4	Kimbrell	Emer[illegible]etwork Power	10/15/2014	11/10/2014	N	N	No	$ 1,042.00			
12/29/20[illegible]		DBA Construction, Inc.	1/5/2015	1/10/2015	Y	N	No	$ 40,180.00	0.40%	$ 5,367,736.18	53.21%
2/4/2015		Grand Canyon Suppliers	1/21/2015	1/22/2015	Y	N	No	$ 4,000.00	0.04%	$ 5,371,736.18	53.24%
6/15/2015		Professional Police Services Inc.	5/22/2015	5/22/2015	N	N	No	$ 2,216.25	0.02%	$ 5,373,952.43	53.27%
								$ 5,373,952.43	53.27%		

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The following process has been established by MCDOT for approval of subcontractors.

Instructions for Approving a Subcontract

All subcontractors must be approved before they can begin working on a project. If the subcontractor begins work before approval is obtained, the work should be stopped by the inspector on site. In these rare cases, a letter is required from the Prime Contractor explaining (1) why the subcontractor was working on the project without an approved subcontract and (2) how this will be prevented from happening again in the future. The Construction Engineer needs to concur, and may write a cover memo for the letter.

The complete subcontract package includes the following items for all subcontractors:

- Subcontractor Request Form (SRF) – (detailed instructions below)
- Subcontract, *including 'Schedule A' or document showing items of work, unit prices and extended prices* – ***this must match the information on the SRF***
- SRF Item #4: Standard Federal EEO, Executive Order 11246 Revised 04-15-81 (Federal Aid and Non FA projects)
- SRF Item #5: Affirmative Action to Insure Equal Employment Opportunity (Executive Order 11246), April 15, 1981 (Fed Aid and NFA)
- SRF Item #6: Certification, Contracts or Subcontracts subject to EEO clause April, 1969 (Federal Aid projects only)
- SRF Item #7: FHWA 1273-(Rev.3-12) (Federal Aid projects only) – *each page initialed and dated*
- SRF Item #8: EEO Compliance Reports, August 1, 2005 (Federal Aid Projects only)
- SRF Item #9: Certification of Nonsegregated Facilities, September 29, 1975 (Federal Aid Projects Only)
- SRF Item #10: DBE Contractor Compliance Agreement Assurances (if applicable – see below for DBE requirements)
- SRF Item #11: Title VI Assurances, Appendix A & Appendix E
- SRF Item #12: Copy of Wage Determination included in Special Provisions

The following *ADDITIONAL ITEMS MUST BE INCLUDED FOR* ***DBE SUBCONTRACTORS***:

- DBE Contractor Compliance Checklist – *initialed and dated by DBE Subcontractor*
- If the DBE Subcontractor is included in the DBE Affidavit, verify the subcontract amount matches the affidavit amount.

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SRF Instructions and Verification:

1. Begin with a new, full size updated form for the project. All fields must be completed.
2. SRF must be completely legible.
3. The contractor(s) names must include full legal trade name including "LLC", "Co.", etc.
4. Must include all required contact information
5. Do Not Use Social Security Number in place of EIN number.
6. DBE Status: If Yes is selected, the additional requirements noted above must be followed.

Once all information is verified as correct, continue with the following steps:

7. Verify the ROC license is current, and accurate for type of work being performed at www.azroc.gov.
8. Verify the contractor is in good standing at www.sam.gov.
9. If not registered with the ROC, verify the business is in good standing with the Arizona Corporation Commission at http://ecorp.azcc.gov/Search.
10. Ensure the pay items and dollar amounts listed on the SRF match the items and amounts listed in the subcontract.
11. Ensure all the required attachments are submitted in the subcontract package.

Contractor's Affidavit for Payment of Subcontractors

After all subcontractors have completed work, the prime contractor is responsible for submitting the Certification of Final Disadvantaged Business Enterprise (DBE) Payments as discussed in section 4 of this chapter, Disadvantaged Business Enterprise Program.

Required Annual Reporting

There are several reports that can be generated from the payrolls that are entered by contractors and subcontractors. For example, the Federal special provisions require Monthly Highway Project Reports be submitted monthly by Primes and Subs for EEO compliance. LCP Tracker addresses this automatically within the Workforce Reports, EEO Weekly Report. Once a Prime or Subcontractor enters their payroll data into LCP Tracker, this report can be generated at any time from within LCP Tracker. In addition, the Federal provisions also require an annual report (Form PR-1391) be submitted every July for every Prime or Subcontractor that is currently working on the project. This report can also be generated in LCP Tracker. A hard copy of this report is to be provided to MCDOT for each project required to report for the annual reporting period.

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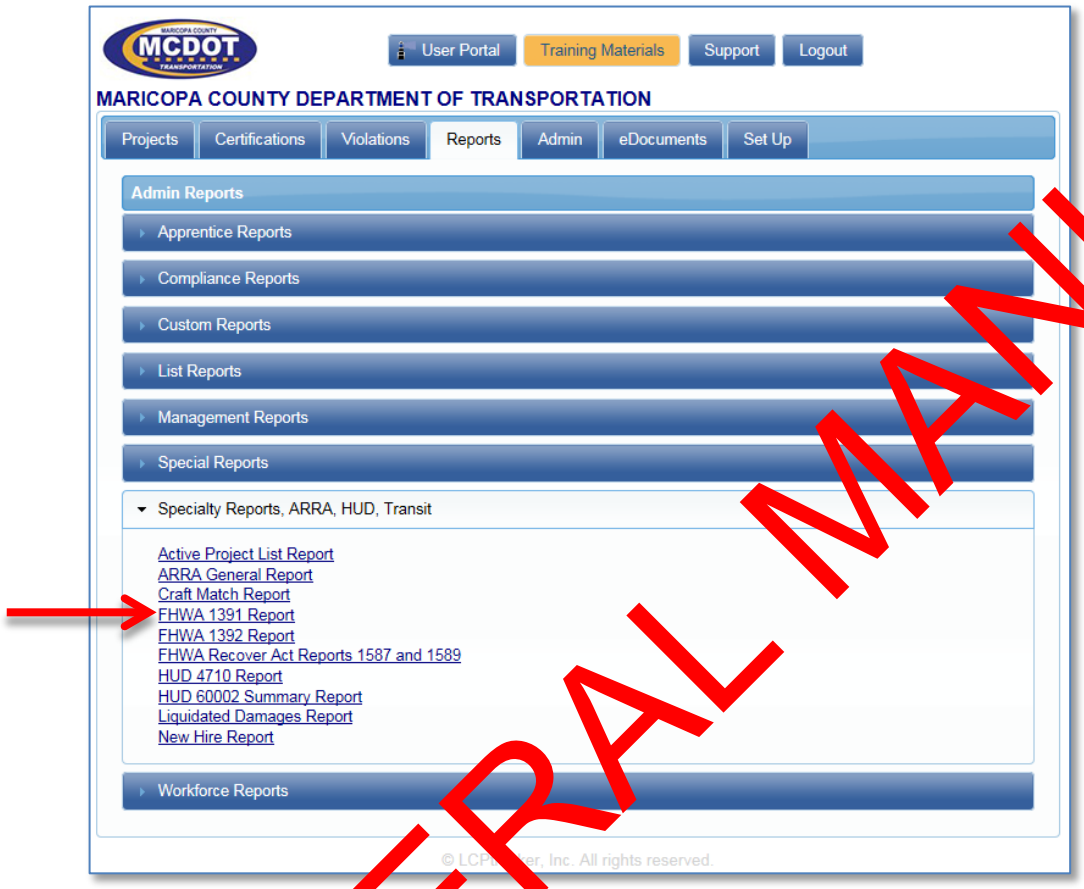
FHWA 1391 Report Location in LCP Tracker



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IV.10: MEETINGS AND REPORTS

The Projects Partnering Workshop and follow-ups, Preconstruction Meetings, Weekly Meetings, Weekly Project Reports, and Pre-Activity Meetings, shall comply with Section 108 - Persecution and Progress.

Pre-Construction Meeting

In addition to the requirements of Section 108, for federal aid projects a Federal Requirements Section shall also be included in the pre-construction meeting agenda. This section shall discuss: general federal requirements, Davis Bacon Act and payment of prevailing wage, employee interviews, sub contractor's agreements, OJT requirements, DBE goal and tracking, Title VI requirements, bulletin board required postings, and "Buy America" compliance. An example of a Federal Aid Project Pre-construction Meeting Agenda is in Appendix F. (Appendix F.10.1)

All of the stakeholders and agencies representatives including ADOT, FHWA, and IGA Partners which have jurisdiction where the work will be preform should be invited to the Pre-Construction Conference. Documentation of the meeting invites needs to be included as part of the Pre-Construction files.

Weekly Meetings

In addition to the requirements of the Section 108, for federal aid projects the following shall also be included in the weekly meeting agenda;

- Payroll status
- DBE reporting status
- Buy America Materials Certifications
- Coordination with IGA stakeholders and other agencies

<u>Payroll Status</u>
The contractor and sub contractors are responsible for submitting weekly certified payrolls for approval, using the LCP Tracker software. Some projects, as part of the Special Provisions require that as part of the certified payroll review MCDOT will send the contractor a warning letter for outstanding payrolls on the 15th of the month and a retention letter for outstanding payrolls on the 25th of the month. If after the warning letter payrolls remain outstanding, this item shall be discussed during the weekly meeting and documented as part of the weekly meeting minutes.

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DBE Reporting Status

As Referenced in Section IV.4, the contractor is responsible for reporting payments to their subcontractors into ADOT's LPA DBE Reporting System program within 7 calendar days, once payment from MCDOT is received, and the sub contractors are responsible for logging into the system and confirming the payment. The Construction Engineer shall provide the contractor a weekly update, and this item shall be discussed during the weekly meetings and documented as part of the weekly meeting minutes.

Buy America Materials Certification

Once the contractor begins working on aspects of the job that require materials that are covered under the "Buy America" requirements, the Construction Engineer shall provide a copy of any outstanding material certifications that are not in compliance and this item shall be discussed during the weekly meetings and documented as part of the weekly meeting minutes.

Coordination with IGA stakeholders and other agencies

A section shall be dedicated during the weekly meeting to allow IGA stakeholders and other agencies to discuss any issue related to the project. Key issues that may affect IGA stakeholders and other agencies may include: roadway closures or restrictions and encroachment into their Right of Way. These issues shall be documented as part of the weekly meeting minutes.

If required by the environmental clearance on the project, the IGA stakeholders shall identify how the information regarding the closures and restrictions are being distributed to their constituents.

All of the stakeholders and agencies representatives as well as the ADOT Project Manager and the FHWA point of contact shall be part of the weekly meeting minutes distribution list.

An example of a Federal Aid Weekly Meeting Agenda is in Appendix F. (Appendix F.10.2)

Independent Construction Reviews

As a condition of Certification Acceptance, MCDOT is required to perform audit reviews of construction projects receiving federal-aid. During the construction of the project the Construction Engineer shall request that MCDOT's Auditing Department perform an independent review of the project files and construction records maintained by the Construction Engineer. It is required that three reviews be performed during the duration of the project, one at the beginning, one progress review at mid-point and one at the end. In addition, for major construction projects of long duration it is recommended that at least one additional progress review be performed.

An example of an independent construction review is in Appendix F. (Appendix F.10.3)

IV.11: SUPPLEMENTAL AGREEMENTS

IV.11.1: Supplemental Agreements for Contract Modifications of Construction Contracts

Supplemental Agreements for Construction Contracts

Contractor's Supplemental Agreements shall comply with the Change Orders Section of this manual. For Federal Aid Projects the Supplemental Agreements shall require the following in addition to the requirements of the section noted above:

- Supplemental Agreements Limits and Approvals
- Supplemental Agreements Affecting DBE Work

Supplemental Agreements Limits and Approvals

In accordance with ADOT's LPA Manual 2013 any supplemental agreement, whether minor or major, should be communicated with the ADOT Project Manager through a Contract Revision Notification (CRN). Major Supplemental Agreements must be pre-approved by the ADOT Project Manager before work can begin. The LPA Manual defines a major supplemental agreement as the following:

- Alters the Scope of Work
- Is outside the limits of the Environmental Clearance
- Create any new pay items with a total value greater than $25,000
- Modifies any major item of work (as defined in Section 104.02 of ADOT's Standard Specifications for Road and Bridge Construction) by increasing it to more than 125% or decreasing it to less than 75% of the original quantity of that major item.
- Modifies any major item of work (as defined in Section 101. 2 and 109.9 and Table 109-1 of the Maricopa Association of Governments (MAG) Specifications and the table below)
- Changes the total contract value by more than 5% of the original contract.

An example of an email sent to ADOT's PM with the CRN attached is in Appendix F. (Appendix F.11.1)

Supplemental Agreements affecting DBE work

ADOT's BECO office is to be notified of any supplemental agreement that negatively affects DBE work as stated in the original DBE Intended Participation affidavit submitted by the contractor after the bid opening, and prior to award. If during the construction of the project a need arises to delete work through a change order of a DBE subcontractor, the contractor must request this change in writing to the Construction Engineer. The contractor must provide proof that they did their due diligence to try to accommodate the DBE subcontractor and deletion of this work was the last resort. This information needs to be submitted to ADOT's BECO office for approval before the work can be deleted and the contractor can proceed.

An example of communication between with BECO regarding a DBE subcontractor is in Appendix F. (Appendix F.11.2)

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IV.11.2: Supplemental Agreements for Contract Modifications of Professional Services Contracts

Supplemental Agreements/Contract Modifications affecting DBE work

Consultant Administration change orders or contract modifications that affect a DBE sub-consultant should be treated similar to DBE subcontractor. ADOT BECO must pre-approve any change order or contract modification that affects DBE sub-consultants that were part of the original DBE affidavit submitted by the contract administration firm. The prime firm must submit a request to MCDOT to justify why DBE sub-consultant work must be deleted. This information is then submitted to ADOT's BECO office for concurrence.

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IV.12: INSPECTOR'S FIELD DOCUMENTATION

Inspection Daily Diaries shall comply with Sections 105.9 – Duties of Inspector and 105.10 – Inspection of Work. Inspection Diaries for Federal Aid Projects shall require the following in addition to the requirements of the sections noted above:

- Start Date and Time for Subcontractors
- Maintenance and Protection of Traffic Reports and Plans, along with time(s) of day for field review of TC in place
- Flagger Certifications
- Contractor Employee Interviews
- Hazardous Materials
- Receipt of Salvage Materials

<u>Start Date and Time for Subcontractors</u>

One of the primary duties of an inspector is to verify that any subcontractor performing work on the project is approved and is knowledgeable of Federal Regulations. The inspector shall verify that the subcontractor has been approved to work on the project by contacting the Construction Engineer. As part of their daily documentation, the inspector is responsible to note the date and time the subcontractor started performing work on the project. This will give the Construction Engineer notification for when payrolls are expected to begin for that particular subcontractor.

Sample Start Memo

MARICOPA COUNTY
Department of Transportation

2901 West Durango Street
Phoenix, AZ. 85009-6357

MEMORANDUM

To: File 17.04 Maricopa County Department of Transportation	**Date: February 10, 2014**
From: Carlos Lara, P.E. Senior Resident Engineer Tristar Engineering and Management	**Subject:** Project TT195 Northern Parkway – LANDSCAPE. **Start Memo**

Please be advised that HAYDON BUILDING CORP. Has started on the above mentioned project on February 10, 2014. Earthscapes Inc. is the Prime Contractor for this project.

Thank you,

Carlos R. Lara, P.E.

Sr. Resident Engineer

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Sample Completion Memo

MARICOPA COUNTY
Department of Transportation

2901 West Durango Street
Phoenix, AZ. 85009-6357

MEMORANDUM

To: File 113.04 Maricopa County Department of Transportation	**Date:** May 29, 2014
From: Carlos Lara, P.E. Senior Resident Engineer Tristar Engineering and Management	**Subject:** Project TT095 Northern Parkway - LANDSCAPE **Completion Memo**

Please be advised that FIVE STAR CONCRETE SERVICES completed work on the above mentioned project on March 24, 2014. Earthscapes Inc is the Prime Contractor for this project.

Thank you,

Carlos R. Lara, P.E.

Sr. Resident Engineer

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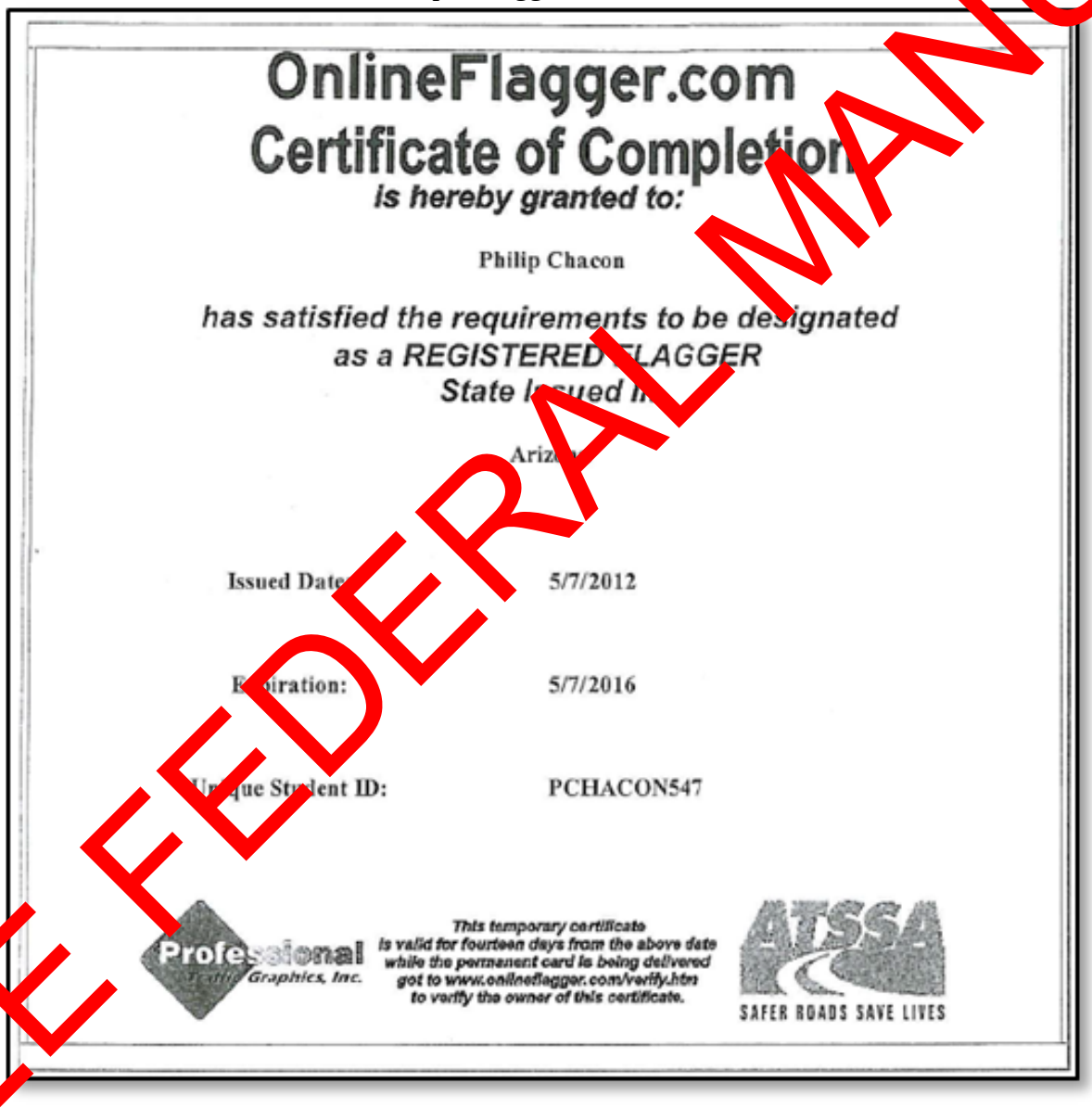
Maintenance and Protection of Traffic Reports and Plans

Another of the inspector's primary duties is to verify that the traffic control setup was set as approved on the traffic control plan. As part of their daily documentation, the approved traffic control plan needs to be referenced in the inspector's diary. If the contractor sets up traffic control that deviates from the approved plan, the approved plan needs to be revised and included as part of the inspector's daily documentation.

Flagger Certifications

When the traffic control plan requires that a flagger be present to assist with the traffic control, the inspector will be required to obtain a flagger certification for each flagger that is working on the project. This certification needs to be noted on the inspector's diary and a copy of the certification needs to be given to the Construction Engineer to file with the project files.

Sample Flagger Certification



OnlineFlagger.com

Certificate of Completion

is hereby granted to:

Philip Chacon

has satisfied the requirements to be designated as a REGISTERED FLAGGER State Issued in

Arizona

Issued Date: 5/7/2012

Expiration: 5/7/2016

Unique Student ID: PCHACON547

Professional Traffic Graphics, Inc.

This temporary certificate is valid for fourteen days from the above date while the permanent card is being delivered go to www.onlineflagger.com/verify.htm to verify the owner of this certificate.

ATSSA

SAFER ROADS SAVE LIVES

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Contractor Employee Interviews

As discussed in Section 9 of this chapter, Certified Payrolls, inspectors will periodically conduct a one-on-one interview of random contractor employees to assist with verification of payroll data. These interviews will be conducted utilizing the Record of Contractor's Employee Interview Form. The information obtained from this interview will be compared for accuracy to the information shown on the payroll. Should a discrepancy be discovered, the contractor shall be notified and corrective action may be required.

Hazardous Materials

When material is encountered in the project that is deemed hazardous as stated in Section 107.5 - Safety, Health and Sanitation Provisions – Hazardous Materials, the inspector needs to note as part of their daily documentation, the type of material, where it was encountered and the actions taken by the Contractor or Agency, how it was remediated and where it was disposed. The inspector must obtain a copy of the remediation reports and disposal location, and a copy needs to be given to the Construction Engineer to file with the project files. A Remediation Plan will likely need to be submitted to, and approved by MCDOT Environmental and County Risk Management prior to the actual work.

Receipt of Salvage Materials

When the project plans or the special provisions require material to be salvaged, these should be brought up to the attention of the contractor. Arrangements should be made with the recipient of the salvaged materials to identify the exact location of where the salvage materials will be delivered to, and to discuss any special requirements for unloading and storage. The inspector needs to note as part of their daily documentation the type and quantity of material, and when it was delivered, and who received it. A Receipt for Salvaged Materials should be completed by the Contractor, the Inspector, and the receiving party acknowledging the amount of materials delivered and that they were provided in a satisfactory condition. A copy of this receipt needs to be given to the Construction Engineer to file with the project files.

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IV.13: MONTHLY PROGRESS ESTIMATE

Monthly progress estimates shall comply with Section 109.7 – Payment for Bond Issue and Budget Projects. Monthly estimates for Federal Aid Projects shall require the following, in addition to the requirements of the section above:

- Small Business Enterprise (SBE) Form (for all MCDOT projects not just federal)
- LPA DBE Reporting System

Small Business Enterprise Form

As part of the monthly estimate, the contractor shall submit a MCDOT Small Business Enterprise Program Participation Report Form (SBE) (Appendix F.13.1). This form documents the SBE's used on the project and how much they were paid during the month.

LPA DBE Reporting System

As discussed in section IV.4, each month after MCDOT issues payment to the Prime contractor, the Construction Engineer must then login to the LPA DBE Reporting System and enter the amount paid to the Prime contractor. Following which, the Prime must then login to the LPA DBE Reporting System and enter the amount paid to each subcontractor from that month's payment by MCDOT. Once complete, each subcontractor must login to the system and verify the date and amount they were paid by the Prime.

Payment made on each schedule item, such as OJT hours, must be thoroughly documented and monitored.

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IV.14: MATERIALS

ADOT Materials Quality Assurance

ADOT's objective in requiring that the Local Public Agency (LPA) provide material quality assurance is to ensure that the materials required on the project are placed and used while adhering to the federal requirements. ADOT materials quality assurance requirements and processes for LPA projects are laid out in Appendix A of the ADOT Materials Quality Assurance Program (Appendix F.14.1).

The LPA Quality Assurance Process is composed of the following main components:

- Pre-Construction Approval by ADOT of the LPA Materials Sampling and Testing Plan
- Qualification of Testing Personnel
- Qualification of Laboratories
- Acceptance Sampling and Testing
- Independent Assurance Sampling and Testing
- Certificates of Compliance and Certificates of Analysis
- Buy America Requirements for Steel and Iron Products
- Exception Reports
- Final Certification of Materials

Pre-Construction Approval by ADOT of the LPA Materials Sampling and Testing Plan
Before the start of construction, the Construction Engineer needs to determine and prepare a materials sampling and testing plan to submit to ADOT for approval. The materials and sampling testing plan is created using the contract's bid items and MCDOT's Sampling and Testing Guide - Federal (Appendix F.14.2). **A materials checklist and a materials certification log must be submitted to ADOT and approved prior to the start of construction. The materials checklist shall include the number of samples that will be required by the acceptance lab and the independent assurance lab.**

Qualification of Sampling and Testing Personnel
Inspectors and personnel used in sampling and testing materials on the project must have the proper certifications for the type of materials they are sampling (e.g., ACI, ATTI) as well as the requirements stated in Sections 105.9 Duties of Inspector and 105.10 Inspection of Work. *See Figure A1 of the ADOT Materials Quality Assurance Program Appendix A for the minimum requirements for the sampling and testing technicians.*

Qualification of Laboratories
All laboratories that perform construction materials testing on LPA construction projects must be AASHTO Accreditation Program (AAP) accredited in the testing procedures performed. In addition, the contractual relationship between the acceptance laboratory, the independent assurance laboratory and sampling/testing personnel must be clearly defined.

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Sample Materials Sample Checklist

MATERIALS SAMPLE CHECKLIST

Project Name: TT195 - No. Parkway Landscape - Sarival Ave. to Dysart Rd. Project No: TT195 Tracs No: SZ04801C

Note A One acceptance sample every other day of production. Minimum one IAS per 20 acceptance and one Correlation per 5 acceptance.
Note B Class B and Class S with design compressive strength below 4000 psi - One acceptance sample per 100 CY.
Class S with design compressive strength of 4000 psi or greater, one acceptance per 50 CY. Minimum one IAS per 20 acceptance samples.
Note C Class P - Five Samples per lot for acceptance. Minimum one IAS per 20 acceptance samples.
Note D Minimum one acceptance sample per shift. Minimum one IAS per 20 acceptance samples.
Note E One sample per delivery unit. (per PPD No. 8)
* Small quantity, no samples required

ITEM NUMBER	MATERIAL	PLAN QUANTITY	QUANTITY IF VARIES FROM PLAN QUANTITY	UNIT	RECOMMENDED			PROJECT		MCDOT CORR			MCDOT IA	
					ACCP	CORR	IAS	ACCP SAMPLES TAKEN	ACCP SAMPLES TESTED	ACCP	CORR	IAS	ACCP	IAS
Project Bid Items														
202.01012	Remove Tree, Diameter >12"	26		EACH										
205.01250	Grading	1		ALLOW										
212.02000	Remove Asphalt Pavement	76		SQ.YD.										
220.10150	Riprap, D50=6"	20		CU.YD.										
240.01060	Miscellaneous Work (Stabilized Construction Access Road)	396		CU.YD.										
240.01070	Supplemental Erosion Control Maintenance	1		ALLOW										
336.01100	Pavement Replacement, MAG Det. 200, Type A	76		SQ.YD.	1	1		2			1	1		
340.01151	Concrete Header	1520		L.FT.										
342.01000	Median Paving (Decorative Brick)	27995		SQ.FT.				6						
401.01010	Maintenance and Protection of traffic	1		ALLOW										
401.01020	Furnish And Install Temporary Traffic Control Devices	1		L.SUM										
401.01100	Uniformed Off-Duty Officer	1		ALLOW										
430.01001	Landscape Establishment - One (1) Year	1		L.SUM										
430.01015	Plant - 15 gal	1166		EACH										
430.01021	Shrubs - 1 gal	620		EACH										
430.01022	Accent - 5 gal	1628		EACH										
430.01025	Shrubs - 5 gal	3272		EACH										
430.01034	Ocotillo - 24" Box	58		EACH										
430.01202	Seeding (Class II)	19		[illegible]										
430.30000	Decomposed Granite, Dark Brown Color, 2" Thick	8914		SQ.YD.		1		2	2		1			1
430.30001	Decomposed Granite, Golden Tan Color, 2" Thick	448488		SQ.YD.	8	2		12	12		3			
430.30002	Decomposed Granite, Golden Tan Color, 4" Thick	1049[illegible]		SQ.YD.	1			1	1		1			
440.40001	3/4" Class 200 PVC Irrigation Pipe	9[illegible]		L.FT.	10			10	10					
440.40002	1" Class 200 PVC Irrigation Pipe	[illegible]181		L.FT.	4			4	4					
440.40003	1 1/4" Schedule 40 PVC Irrigation Pipe	1[illegible]		L.FT.	1			1	1					
440.40006	2 1/2" Schedule 40 PVC Irrigation Pipe	24459		L.FT.	3			3	3					

Acceptance Sampling and Testing

It is the responsibility of the Construction Engineer to follow the approved Sampling and Testing Guide throughout the duration of the project. If material quantities increase or decrease throughout the duration of the project, the Construction Engineer should continue to test the material at its required frequencies. It is the Construction Engineer's responsibility to coordinate with the assigned lab to perform the independent assurance sampling and testing.

Independent Assurance Sampling and Testing

The MCDOT designated quality assurance lab can perform acceptance sampling and testing as well as the independent assurance, however, if the same lab is performing both roles, the same individual shall not perform both tests. If the test results do not compare favorably, cooperative efforts to investigate and identify the cause of the discrepancy shall commence immediately and shall be documented.

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Certificates of Compliance and Certificates of Analysis

Manufactured products that are accepted through a Certificate of Compliance or Certificate of Analysis as stated in Section 106.1 – Source of Materials and Quality shall include:

- Project Name
- MCDOT Project Number
- Federal Project Number
- ADOT TRACS Number (if Applicable)
- The current name, address, and phone number of the manufacturer or supplier of the material.
- A description of the material supplied.
- Quantity of material represented by the certificate.
- Means of material identification, such as label, lot number, or marking.
- Buy America Statement.
- A statement that the material complies in all respects with the requirements of the cited specifications.
- The name, title, signature, date of signature and a statement that an individual has the legal authority to bind the manufacturer or the supplier of the material.

Buy America Requirements on Materials Certifications for Steel and Iron Products

- Steel and iron materials and products used shall comply with the current "Buy America" requirements of 23 CFR 635.410.
- All steel and iron products permanently incorporated into the project must be domestically produced and have appropriate certification statements provided by the manufacturer. Records for the steel and iron products must be traceable through heat numbers and mill certificates. Certification statements shall be verified by visual inspection at the time of material delivery to the project site.

MCDOT has a Material Certification Checklist and/or Rejection Notification form to be used in verifying all requirements are met with regards to Certificates of Compliance. (Appendix F.14.3)

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Sample Materials Cert with the Buy America Statement

GERDAU

CERTIFICATE OF COMPLIANCE

Date: 04/22/14
To: AMES CONSTRUCTION
Project: NORTHERN PARKWAY-REEMS RD OVERPASS & LITCHFIELD RD

MDOT Project: STP-MMA-0(240)D 0000 MA MMA SZ047 01C

Gerdau Job #: 14A075

Release#: 452, 452.PA

Material Supplied: Reinforcing Steel ASTM A-615 and/or ASTM A-706 S1 Supplement

BAR SIZE	WEIGHT	GRADE	HEAT #	MILL
5	5,034	A706	6501789902	GERDAU
6	1,225	A706	6501473802	GERDAU
7	851	A706	6501802302	GERDAU
10	24,321	A706	6501780104	GERDAU

Material meets specifications in accordance with ASTM A615 and/or ASTM A-706 + S1 Supplement

ADOT LAB #: 14 3038

Buy America Certification: We do hereby certify that all reinforcing steel supplied to the above listed project has been manufactured in the U.S.A from raw materials originating in the U.S.A. This Reinforcing Steel meets all the requirements of the buy America Act Requirements of 23 CFR 635.410

Gerdau Reinforcing Steel

4/22/2014

Rebecca Childresss, Order Adminstrator

I have the legal authority to bind the manufacturer or the supplier of the material per Section 106.05 (B) (6)

4820 West Colter Street – Glendale, Arizona – 85301 – Phone: 602-792-2613 – Fax: 623-939-8981

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Exception Reports

Construction materials that failed to meet specification requirements, but were incorporated in the project, must be documented. *A sample letter is provided on the next page.* Documentation could be through a change order or through a letter to the contractor allowing the material to stay in place under penalty.

Final Certification of Materials

Following completion of the project construction, the following shall be submitted to ADOT for approval:

- Materials Certification/Exception Report signed and sealed by the Construction Engineer
- Copies of exception materials documentation
- Final Materials Checklist
- Materials Certification Log
- Testing Summaries for AC, Concrete and Soils

An example of a Materials Final Certification Package is in Appendix F. (Appendix F.14.4)

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Sample Penalty Letter

Maricopa County
Department Of Transportation

2901 West Durango Street
Phoenix, Arizona 85009
www.maricopa.gov

June 4, 2014

Travis Legare
Project Manager
Ames Construction, Inc
8333 E Hartford Drive
Scottsdale, AZ 85255

SUBJECT: Low Concrete Strength Penalty-Litchfield Bridge Drilled Shaft
TT369 - No. Parkway Overpasses – Reems/Litchfield

Dear Mr. Legare:

On May 7, 2014 drilled shaft foundations numbers 10, 12, 14, 16 and 18 on the Litchfield Bridge abutment 1 were constructed. One of the concrete compressive strength test specimens did not achieve the required 28 day strength of 3500 psi. Two concrete cylinders were tested for compressive strength, one test specimen achieved 3560 psi and the other achieved 3280 psi for an average of 3420 psi. These test results are considered representative of the entire 83 cubic yards of concrete placed in these drilled shafts.

Since the average compressive strength is 97.7% of the requirement, ADOT standard specification 1006-7.06 (B) allows this concrete to remain in place with a reduction of 2% in unit price. Item number 109.00010, Miscellaneous Incentives/Disincentives will be established to assess a penalty of $943.40 for concrete failing to meet the required 3500 psi strength. This $943.40 represents a 2% reduction in unit price of $265.00 for 178 linear feet of item number 512.01040D, Drilled Shaft Foundation, 4' Dia. , the area occupied by 83 cubic yards of concrete.

Please forward these test results to the concrete supplier for their information.

If you have any questions or would like to further discuss this matter, please feel free to contact me by phone at (602) 768-4478 or email at clara@tristar-az.com.

Sincerely,

Carlos R. Lara, P.E.
Senior Resident Engineer
Tristar Engineering and Management

Attachment

cc: 104, 109

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IV.15: PROJECT COMPLETION

Project Completion shall comply with Section 109.7 – Payment for Bond Issue and Budget Projects. Project Completion for Federal Aid Projects shall require the following in addition to the requirements of the sections above:

- Federal Requirements Closeout Checklist for Construction Contracts
- Payrolls Close Out
- DBE Close Out
- Red Lines / As-builts

The Construction Engineer should obtain copies of a minimum of three federal reimbursement request from the finance section and include in the project files. These documents may be requested by ADOT and FHWA if the project is selected for an audit.

Federal Requirements Final Project Checklist

MCDOT's Federal Requirements Closeout Checklist for Construction Contracts (Appendix F.15.1) should be signed by MCDOT's Chief Construction Engineer.

Payrolls Close Out

Payrolls should not be closed until the prime and all of their sub-contractors have completed all work required of them. In addition, all outstanding payroll issues must be resolved before the payrolls for the project can be closed out.

Upon final project closure, MCDOT will place the project into "Inactive Status" in LCP Tracker.

DBE Close Out

The Prime contractor must complete "Certification of Final Disadvantaged Business Enterprise (DBE) Payments" (Appendix F.15.5) form in accordance to Section IV.4 for each DBE subcontractor. This form is signed by the DBE and turned in to the Construction Engineer for verification of final payment. The total payment amount reported on the form must match the amount in the LPA DBE Reporting system, and the DBE needs to concur to the payment shown on the system. After reviewing and verifying the DBE Payment Certifications, the Construction Engineer shall submit the forms to ADOT BECO for approval. **Final payment shall not be issued to the contractor until ADOT BECO approves all the Certification of Final DBE Payments forms.**

Red Lines / As-builts

During the construction of the project, it is the inspector's responsibility to document through red lines any changes to the project plans. At the end of the project, the Construction Engineer will compile all the red lines and put them together in a final as-builts set. In addition some aspects of work may require the contractor to track and submit their red lines at the end of the project. The contractors red lines should be reviewed and once accepted should be incorporated into the final as-built set.

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The Construction Engineer shall review the final as-built plan set, seal, and sign in the as-built certificate.

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IV.16: AUDITS & PROJECT ARCHIVES

IV.16.1: Audits

When federal funding is involved, a project may be selected for one or more of the following audits:

- Compliance Assessment Review Audit (FHWA)
- Oversight and Monitoring Review Audit (ADOT LPA & FHWA)
- Certification Acceptance Program Audit (ADOT Office of Audit and Analysis)
- DBE Audit (ADOT BECO)
- FHWA Billing Reviews Audit (FHWA)
- Labor Compliance Audit (DOL)

Compliance Assessment Review Audit

A Compliance Assessment Review Audit is an audit that is performed by FHWA. As part of this audit the Construction Engineer will be asked to provide certain files to ADOT's LPA and FHWA. Some of these files that may be requested are:

- Copy of the contract including the tabulation of bids.
- Copy of approved Temporary Maintenance of Traffic/Temporary Traffic Control Plan.
- Copy of DBE goals at contract award.
- Copy of DBE firms currently approved to work on the project.
- Name and contact information for MCDOT's Construction Engineer.
- A copy of one contract Supplemental Agreement (including Engineer's cost analysis).
- Contact for questions regarding material quality, quality control sampling and tests for this project.

The requested files should be provided to ADOT's Certified Acceptance Coordinator. Additionally, questions may be asked by either ADOT LPA Section or FHWA. The Construction Engineer will be responsible for providing the requested information.

Oversight and Monitoring Review Audit

An Oversight and Monitoring Review Audit is an audit that is performed by ADOT LPA & FHWA. As part of this audit the Construction Engineer will be asked to provide certain files to ADOT LPA and FHWA. An example of an Oversight and Monitoring Review letter is found in Appendix F. (Appendix F.16.1)

The requested files should be provided to ADOT's Certification Acceptance Coordinator. In addition, questions may be asked by either ADOT LPA Section or FHWA. **The Construction Engineer will be responsible for providing the requested information.**

A meeting will be set up once the audit is complete to discuss findings and a time frame will be granted to further research and supply documentation to ADOT LPA before the final report is written and distributed.

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Certification Acceptance Program Audit

A Certification Acceptance Program Audit is performed by the ADOT Office of Audit and Analysis. The objective of this detailed audit is to determine whether:

- Construction costs reimbursed to the LPA by ADOT under the CA Program were in compliance with federal, state and LPA agency regulations, policies and procedures.
- Construction costs for the project were supported in accordance with the requirements of the project Special Provisions, Standard Specifications and other applicable policies and procedures of the LPA agency.

The following documents are typically included in these audits:

- Contract Documents
- Contract Time
- Change Order and Force Accounts
- Documentation of Contract Quantities
- Labor Compliance
- Items Purchase, Replace and Salvaged
- Materials testing
- Staffing, Safety and Partnering
- Special Provisions
- Quantlist

The procedures of the audit typically include interviewing project staff, examination of supporting documentation and records of the construction activity, inspection of the completed work, and testing the construction costs in the LPA reimbursement request for compliance with federal, state and LPA regulations.

DBE Audit

ADOT BECO section may audit the project if a complaint is filed by a DBE sub-contractor that was included as part of the prime's DBE affidavit during the bidding process. At that time BECO will request information and documentation related to the DBE's claim. BECO may also request information that could be included in the LPA DBE Reporting System.

FHWA Billing Reviews Audit

A FHWA Billing Review Audit is an audit that is performed by FHWA. As part of this audit the Construction Engineer will be asked to participate along with MCDOT Finance and Contracts and provide certain files FHWA.

DOL Labor Compliance Audit

A Labor Compliance Audit is an audit that is performed by the Department of Labor. As part of this audit, DOL will verify that the requirements of project wage decision(s) are being met. Some projects can require two different types of wage decisions (i.e., highway and heavy); it is important to document how the payrolls are being checked to ensure the employees are being paid correctly in case they should be covered by both wage decisions. The

Construction Engineer will be asked to participate along with MCDOT to provide certain files to DOL.

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IV.16.2: Project Archives

Archiving of Project Files

All project records, documentation and files should be retained and archived by the Department for a period of 10 years and then transferred to the State Archives for permanent storage. The Maricopa County and Department records retention policies and procedures, on file with the Custodian of Records, should be followed. MCDOT Construction retains documentation of the transfer of these files for archiving. Project files should include, but not be limited to:

- List of subcontractors (identifying DBE's) and suppliers
- Environmental Clearances
- Materials Acceptance
- Contractor's DBE affidavits
- Traffic Control Plans
- Supplemental Agreements
- Notice to Proceed for the Contractor
- Substation Completion Letter
- Final Acceptance Letter
- Utility Agreements
- Buy America Materials Certifications
- Commercially Useful Function documentation
- Contractor Progress Payments and quality work documentation
- Consultant Payment Invoices and supporting documentation

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V. CHANGE ORDERS

A contract change is merely something different than what the contract requires. On a roadway construction project of any size, contract changes are inevitable and may occur for a variety of reasons. The Department, as the project owner, has the right to make changes that it deems necessary for the satisfactory completion of the project; in turn, the contractor has the right to receive an equitable adjustment in payment or contract time.

When the contractor perceives a change to the contract, he must provide written notice whether it is: due to instructions from the Construction Engineer; due to physical conditions; or due to other circumstances related to the prosecution of the construction contract. The purpose of the written notice is to 1) communicate that a change has occurred that will result in additional cost and 2) provide MCDOT an opportunity to mitigate any additional costs.

The first condition should provide the contractor and MCDOT an opportunity to resolve issues as they arise during the course of constructing a project rather than allow issues to manifest themselves into a large claim at the end of the project. This notification identifies very early that a change has occurred that may result in additional costs. In the event that the Engineer's instructions unknowingly creates a condition to cause additional costs, this simple yet effective notification will afford the Engineer an opportunity to change the instructions if practical.

The second condition protects MCDOT from consenting a "blank check" for the contractor to carry out the Engineer's instructions. There may be situations that a decision between hypothetical Method A and Method B could result in significant savings one from the other. This written notification, and subsequent discussion, will afford MCDOT representatives an opportunity to ascertain the risks and related costs and provide comprehensive direction to the contractor.

Also, it is much easier to address these types of issues as they occur, to establish the merits or entitlement of each issue, mutually agree to a course of action and determine if any additional compensation is warranted in real time. By resolving issues in this manner, the project can move forward more efficiently, allows the contractor a better opportunity to plan the remaining work and gives greater chance that the project can be closed out quicker at its conclusion.

Changes to the contract are specified in and communicated to the contractor by a Change Order document. The Change Order shall clearly specify the reason for the change, identify the plan details or specification(s) that are changed, specify the cost items that are created or modified by the agreement, and provide an independent cost analysis by the Engineer.

A Change Order must be issued to accomplish extra work, for differing physical condition work, for item quantity adjustments, or for changes to the design details. If alterations to the work considerably increases or decreases the total cost of the contract or total cost of any major item by more than 20 percent, either the contractor or MCDOT may request an adjustment in payment in accordance to Section 109.

Change Order Subcategories

The Department tracks and monitors the cost of Change Orders (Pending & Approved) by means of a Change Order Log. Each Change Order is organized by subcategory, chosen to identify trends as well as elements of plans, specifications and contracts for improvement for future projects. The Construction Engineer specifies the subcategory from the list below when the Change Order is drafted. The Construction Engineer should make a conscious effort keep issues related to only one subcategory within a change order.

Change Order Subcategories

1. Utility Conflict
2. Right-of-Way Conflict
3. Quantity Adjustment
4. Work Out of Scope (MCDOT)
5. Work Out of Scope (Other Jurisdiction)
6. Plan Revisions
7. Changed Physical Condition
8. Environmental
9. Value Engineering
10. Other

Utility Conflict

This item is to be used for any conflict due to utilities. Categorize per the following:

a) Preventable. This subcategory is for utilities conflicts that "could" have been resolved prior to bidding or included in the contract for resolution.
   i) Examples; no potholes taken or offset potholes, utilities not noted on plans, obvious utilities observed during field reviews, such as water meters, water valves, but no waterline shown on plans.
b) Un-preventable. This subcategory is for utilities conflicts, such as:
   i) Unknown subsurface utility conflicts that could not have been known at contract award, "Blue Stake" did not pick up utility, abandoned utilities that no one claims, etc.

Right-of-Way Conflict

This is for any work with costs that relates to Right-of-Way, temporary easements, or other that was incurred after bidding.

Quantity Adjustment

Use this type for any increase in cost resulting from an increase due to quantities. Categorize per the following:

a) Preventable. This subcategory is for quantity increases due to errors or omissions on the engineer's estimate, missing obvious line items that "should" have been anticipated prior to bidding or included in the contract for resolution.
   i.) Examples: no officer allowance line item for projects near signalized intersection, miscalculations in estimate, when a major item quantity is increased or decreased by

more than 20 percent of the plan quantity, or the Final Quantity Adjustment Change Order that is drafted at the conclusion of a project.

b) Un-preventable. This subcategory is for quantity increases that are due to owner initiated changes.
   i.) Example: MCDOT or other jurisdiction requested additional pavement (or other line item quantity) in order to reduce future maintenance. This sub-category is not intended to change the original scope of the project but to provide an improved project.

Work out of Scope (MCDOT) & (Other Jurisdictions)

This is for work not required nor included in the original contract, but has later been deemed desirable for satisfactory completion of the contract. The Scope refers to the project limits and the major design elements required to meet the project purpose and needs. The Scope of the project was developed in the Scoping Phase and refined in the Design Phase; changes in scope during the Construction Phase should not normally be necessary. In general, the addition or deletion of designated elements such as a passing or turning lane would be a change in the project scope. This also includes enhancements or special products requested by other MCDOT departments, or outside agencies such as tribal governments, irrigation districts, utilities, local governments, etc. The extending or shortening of a pipe to meet field conditions would not be a scope change.

When there is doubt as to whether a contract modification constitutes a scope change, the Construction Project Manager or Construction Engineer should consult with the Design Project Manager and jointly make the determination. Change Orders for additions or deletions which change the scope as defined in the contract documents require the concurrence of the Design Project Manager. The cost of these improvements may compete with funds for new projects and should only be done with a very good reason.

Plan Revisions

Use this type when the plans did not accommodate existing visible field conditions, at the time of construction and a change to the design is desirable.
These changes may be within the original scope of design and details should have been on the original plans. These changes should be examined to determine if improvements could be made to the design process.

Changed Physical Condition

Use this type when an unusual and unknown condition occurs on the project after award of the contract.
Examples: Unknown utility conflicts or other subsurface conditions, unknown or unusual material characteristics, unusual acts of nature, or vandalism. This is a hidden condition that could not be known at contract award. This change cannot be controlled, estimated, or decreased. This subcategory explains that a certain percentage of the construction budget must be allocated to address construction conditions that cannot be predicted.

Environmental
Use this type when environmental mitigation is needed.
Examples: bones or pottery shards found, asbestos testing or mitigation of concrete or paint, etc.

Value Engineering
This is a contract change in which both the owner and the Contractor agree to alter the contract in some way in order to reduce the total contract amount. Both split the savings 50/50. The contractor usually proposes this change and the owner accepts or rejects it. These changes are examined so that future designs will include the value engineered improvements.

Other
Use this type when none of the other sub categories match with the topic of the Change Order. However, use of this subcategory should be utilized sparingly.
Examples:

a) The assessment of a penalty that is not specifically stated in the contract, whereby a materials is allowed to remain in place at a reduce unit price – such as a $1.00 penalty per ton of ABC that fails to meet gradation, but after applying engineering judgment is allowed to remain in place.
b) The final settlement of a claim that is not directly related to any of the other sub categories; or is a combination of various subcategories and not the majority of only one subcategory.

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SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

102.3 Interpretation of Quantities in Proposal

Bid Item quantities are estimates of individual items of work that are anticipated to be constructed, based on the approved plans. They are intended to quantitatively define the amount of work the contractor needs to do. Contractors should perform detailed takeoffs from the plans and specifications to accurately determine the required amount of work and quantity of materials needed to build the work. The bid item quantities are presented in the contract for three reasons:
1. They standardize the bid requirements so that each Contractor is bidding for the same amount of work.
2. They provide a method of interim measurement for portions of completed work that allow progress payments be made periodically for the duration of construction.
3. They help to equitably adjust the contract amount when work needs to be added or deleted.

Contractors should compute their own quantities when estimating work. Contractors who rely on bid quantities for pricing their work do so at their own risk.
The problem of relying on bid quantities becomes particularly acute for Subcontractors and Material Suppliers who may not have easy access to the project plans and specifications. MCDOT's Contracts Branch will sell Project Plans and Special Provisions to anyone at a nominal price (usually the printing cost).

102.4 Examination of Plans, Special Provisions and Site of Work

The previous two subsections mentioned that MCDOT has an obligation to Contractors and their suppliers to both disclose all available site information and make contract documents readily available. The Contractors have a reciprocal obligation to thoroughly examine all of this information, visit the project site, and ask for clarification of anything they don't understand about the project. The intent of this specification is that both partners have a shared responsibility to produce accurate bids that truly reflect what the Department wants built and the costs associated with that work.

Taking Advantage of Errors
Occasionally the Inspector or Inspection Supervisor may feel that the Contractor is taking advantage of an error in the plans or specifications. This usually happens when the Contractor is being paid an excessive amount for some portion of the work. The reason may be due to a large quantity variation or a change in the nature of the work not contemplated by Designers. Sometimes Designers miscalculate quantities or simply misjudge what is required to accomplish the work.
Regardless of the reason, in order to get the Contractor to equitably adjust unit prices, the Department must show that the error or omission was readily apparent at the time of bidding.

If the error or omission becomes apparent during construction, then the Department has no case under 102.4.

Other recourses the Department may pursue in this situation include:

- a reverse differing physical condition under Section 104.2.2;
- re-negotiate the unit price on the basis of a major item increase/decrease in accordance with Section 104.2.1.
- reverse differing physical condition under Section 104.2.2;
- a violation under Section 105.4 if the Contractor is taking advantage in some other way.

Oral Explanations

As mentioned above, MCDOT staff needs to be careful about what they say to Contractors during the project bidding period. The intent is not to inadvertently change the contract requirements or to give an unfair advantage to one or more bidders.
Prior to opening bids, the bid documents require contractors to direct all questions in writing to MCDOT Contracts Branch any time prior to 48 hours in advance of the schedule bid opening date & time.

MCDOT may decide to conduct a pre-bid conference for large, complex projects. During prebid conferences, the discussions between the Department and potential bidders are recorded and transcribed. These discussions are no longer interpreted to be oral explanations or instructions since a written version does exist.

The bottom line is that representatives of the Department need to be very careful about what they say to bidders. This means researching and discussing questions internally within MCDOT, then answering accurately and consistently through the MCDOT Contracts Branch to allow all bidders an opportunity to review the question and answer stated, and then bid accordingly.

SECTION 103 – AWARD AND EXECUTION OF CONTRACT

Most of the provisions in this section of the Standard Specifications deal with the procedures both the Contractor and MCDOT must follow in awarding and executing a MCDOT construction contract. The MCDOT Contracts Branch handles these administrative procedures and provides the Construction Engineer with a copy of the Contractor's executed contract. It is important for the Construction Engineer to check with the Contracts Branch to ensure the contract has been fully executed before issuing an NTP letter, and definitely any work begins. An executed contract is a means of ensuring the Contractor has met all the bonding and insurance requirements before working within the Department's right-of-way.

Prior to formal advertisement for bids, the proposed project is placed on the agenda for the Maricopa County Board of Supervisors with the estimated, itemized cost of the project. Their favorable approval (Board authorization) of the project is the signal to the MCDOT Contracts Branch to formally advertise the project to prospective bidders.

When bids close on a project, MCDOT's Contracts Branch reviews each bid for completeness and accuracy in order to determine the lowest responsible bidder. They check for unbalanced bid items, unit price extensions, insurance arrangements, and bonding capacity. MCDOT's Contracts Branch makes a recommendation to the MCDOT Director as to who is the lowest, successful, responsible bidder. As long as the lowest responsible bidder is within +/-10% of the Board's authorization of the project, the MCDOT Director and the MCDOT Contracts Branch can issue formal award to the contractor. If the lowest responsible bidder is more than 10% of the Board's authorization, the contract must return for Board approval along with the MCDOT's Staff recommendation to either award or not award the contract. The Board reserves the right to table or reject the recommendation.

The Construction Engineer should avoid any official communication with the Contractor until after the award. Early communication with the Contractor might create the perception that MCDOT staff favors one Contractor over another. This problem can become particularly acute when a contract bid is under protest. Any protests or inquiries regarding a Contractor's bid or the awarding of a contract should be referred to MCDOT's Contracts Branch.

Escrow of Bid Documentation

On large projects or projects of a special nature, the Contractor may be required by the Special Provisions to place his bid documents in storage in a safe-deposit box or local bank. The contractor and MCDOT can then only jointly review the documentation should a dispute arise during the course of construction whereby the bid condition is brought into question.

The intent of this documentation is to objectively determine what assumptions the contractor made during the bidding phase of the project, and how the disputed items were originally priced.

Prior to the escrow of bid documents, MCDOT's Contracts Branch should jointly review with the contractor and the MCDOT Construction Engineer the completeness of the documentation being provided. Review at this early stage (after bid opening, but prior to NTP) will assure that there is adequate, quantitative estimates for the work including assumed production rates, anticipated activity durations and substantial documentation that is worth preserving. This brief, but detailed review, will avoid later relying on these documents at a critical stage of dispute resolution during construction only to find out what was provided for escrow is unreliable or unusable.

SECTION 104 – SCOPE OF WORK

104.1.2 Maintenance of Traffic

It is the Contractor's obligation to maintain a safe, smooth, and stable road for the traffic and to install and maintain required traffic control devices. It is the Construction Engineer's responsibility to verify that the design of the traffic control plan is appropriate and that the plan is being followed. Traffic must be able to quickly distinguish the correct path when traveling at reasonable speed. Pedestrian traffic safety and access should always be addressed within the temporary traffic control plans.

Construction zones require special considerations in traffic control design because many drivers are inexperienced in what to expect. Unpredictable maneuvers can result when objects are too close to the traveled way. Some drivers may veer away, while others may slow down. Loose material can be particularly hazardous and must be kept to a minimum. Such factors as road width, shoulder area, relation of curves, height of the driver’s eye, and nighttime visibility should be considered when the contractor develops traffic control plans for locating temporary signs, barricades, and other traffic control devices.

Once the contractor submits traffic control plans for approval, the Construction Engineer will review them for conformance to the Manual on Uniform Traffic Control Devices (MUTCD). The MUTCD provides guidance for the selection of pre-warning signage, device spacing and usage, and typical applications for various work zone situations. If the plan is approved, the Construction Engineer will mark the plan “Approved for MCDOT ROW” with a date stamp of its approval; otherwise, the plan is redlined and returned to the contractor for corrections to be made.

Depending on the complexity or duration of the project, The Construction Engineer may choose to approve every traffic control plan for a specific date(s)/time(s) or approve a plan generically for use then later have the contractor request use of an approved plan for specific date(s)/time(s). The latter gives ability to reuse approved plans throughout the construction phase without having to modify dates/times that are specifically shown on the plan drawing itself. At all times, the inspector shall note in their daily diary which traffic control plan was implemented each day and that the plan was installed in accordance with the approved plan.

A periodic photographic (or video) record is recommended for each construction phase change showing all installations and any changes in the traffic control devices, from beginning to end of the work zone. (Digital video of the work zone traffic control is the preferred alternative to photographs.) This periodic documentation may be utilized later to confirm the state of the temporary traffic control that was in place if some event were to occur, a claim for damage is filed with the contractor’s insurance, or a need to confirm that a given traffic control plan was in use during a specific phase of construction.

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SECTION 105 – CONTROL OF WORK

105.1 Authority of the Engineer

The County Engineer has been delegated authority within the County Procurement Code to authorize Change Orders with a value of $1M or less. The County Engineer has delegated the Department Director authority to authorize Change Orders with a value of $250,000.00 or less.

The Permitting, Construction & Inspection (PC&I) Division is also commonly referred to in this context as the Construction Branch. The MCDOT Construction Branch oversees all construction activities within MCDOT. The Construction Branch Division Manager represents MCDOT on all transportation issues involving local and county governments and has input into what new projects are planned for the Department.

The Chief Construction Engineer (Construction Branch Manager) reports to the Construction Branch Division Manager and is responsible to oversee each construction project through the variety of Construction Engineers in charge of each project. Part of the Construction Branch Manager's job is to ensure uniformity in contract interpretation and consistency in how construction contracts are administered. The Construction Branch Manager decides which projects are assigned to each Construction Engineer and assists the Construction Engineer in staffing each project.

The Construction Engineer has immediate charge of one or more construction projects. The Construction Engineer represents the Department on official business conducted at the project site. The Construction Engineer is seen by the Contractor, local government agencies, and the traveling public as a county official who can make (or get) decisions and conduct business on behalf of MCDOT.

The Construction Engineer's main tasks are to administer and oversee construction contracts for the Department and ensure that projects are built according to the contract documents and the Department's requirements. Administrative responsibilities involve managing the routine affairs of construction contracting such as recording work progress, paying the Contractor, documenting changes, and ensuring compliance with state and federal regulations. Oversight responsibilities include observation of construction activities, sampling and testing materials, interpreting contract documents, measuring work for conformity to the contract requirements, and tracking construction costs and contract time.

These are some specific responsibilities of the Construction Engineer.

1. Creating and maintaining an atmosphere of trust and teamwork on the project. Good communication must be maintained with the Project Manager, Field Office Personnel, members of other MCDOT groups, the Contractor's staff, outside agencies, private citizens, and any other involved parties.
2. Building and maintaining an organization that can administer the projects efficiently, effectively, and in accordance with MCDOT policies and procedures. Sufficiently trained

personnel must be allocated to provide all of the required inspection, sampling, testing, and documentation. In many cases the Construction Engineer relies on staff from the Materials Lab to sample materials; from the Survey Branch to provide timely construction survey layout. In most instances the lab and survey can accommodate the Construction Engineer's request, when proper advanced notice is given. The contract requirements usually state that at least 2 working days in advance of material sampling or survey layout is required. There may be periods when the workload is too great for the MCDOT personnel to handle themselves. In these instances, MCDOT has established separate on-call contracts with consultants who can be tapped to assist MCDOT in any capacity.

3. Being involved first-hand in every major project-related issue. The Construction Engineer must visit each project as often as possible and attempt to view all the major work items underway.

4. Ensuring the design is actually compatible with the conditions encountered at the project site.

5. Communicating promptly and accurately—the Construction Engineer must manage the flow of project information and paperwork.

6. Ensuring the Department's policies and procedures are followed in the area of construction administration.

The Construction Engineer can also suspend work and accept work on behalf of the Department. However, one of the most important duties of the Construction Engineer is to keep a project moving and maintain control. All roadway projects (especially the larger ones) tend to get bogged down from time to time due to a major issue such as a major design change or differing physical condition. Regardless of the cause, it's up to the Construction Engineer to lead the project team and Contractor through the obstacle as most Construction Engineers are empowered with a wide range of authority so they can do just that.

The Construction Engineer should not make unilateral decisions that have a major effect on project scope, schedule, or construction costs. The project management process covers the entire life of the project from development and design through construction and maintenance. Administration of the project is a team effort and all decisions must be made within the framework of the project management process. The Construction Engineer is encouraged to confer with the Project Manager and other team members when making decisions affecting project scope, schedule, or budget. The Construction Engineer should realize that the Department is a large organization and that other groups that do not actually participate in building the project play an important role in achieving the final goal.

105.3 Conformity with Plans and Specifications

Occasionally, Contractors and Inspectors are uncertain when work is reasonably acceptable. When a specific tolerance is described in the contract documents, there should be no confusion. The work is either in or out of specification. If the Contractor claims they did not have to meet that specification on previous projects, then the issue is different. The issue is then the inconsistent enforcement of the contract specifications, which is something the Construction Engineer or Construction Branch Manager should handle.

When no tolerances or requirements are listed and the Inspector is dissatisfied with the workmanship or materials used, then the only recourse is to determine what is considered an industry standard for that type of work. Trade and material producer associations such as the Asphalt Institute, ACI, PCA, and AISC publish manuals that describe generally accepted practices for different types of construction work. The Contractor is expected to follow accepted industry standards if the contract specifications are silent on a desired quality of materials or workmanship. For example, the Standard Specifications do not go into specific details on how to rake asphalt. This is covered in Asphalt Institute or National Asphalt Paving Association literature. Some judgment is required in applying industry standards to the Contractor’s work. Sometimes, local practices take precedence over industry standards when these practices are widely accepted by the contracting community.

Contractors have a duty to perform work in strict accordance with the plans and specifications, whether the Department inspects the work or not. The presence of an Inspector does not legally relieve the Contractor of the responsibility to comply with all the contract requirements. Inspectors and Inspection Supervisors can’t catch everything. However, they do have a duty to point out defects in workmanship or materials to the Contractor as soon as they recognize them.

On occasion, the Department accepts work at a reduced price that does not totally meet the specifications. This process usually involves the Contractor submitting a proposal/request to allow the item of work to remain in-place at a reduced price. The Construction Engineer then consults with the Designers and other technical experts regarding the merits of the Contractor’s proposal. The Construction Engineer must examine the cost involved in accepting substandard work. This should include the lifecycle costs to the Department, especially any higher operational and maintenance expenses. If the Contractor's proposal is accepted, the Construction Engineer must document the acceptance by change order (for price reductions) or some other form of documentation needs to take place.

105.4 Coordination of Plans, Specifications, and Special Provisions

This Subsection is utilized to resolve conflicting specifications or contract requirements found in different contract documents. The basic philosophy is that the project Special Provisions, Project Plans and Supplemental Agreements are sit-specific and should take precedence over the more generic contract documents such as the Standard Drawings and Standard Specifications. In turn, these documents should take precedence over the MUTCD, AASHTO, and ASTM specifications when conflicts arise involving these documents.

On projects in which local government work is involved, city or municipality construction specifications are often cited as the requirement for certain portions of the work. When a discrepancy or conflict exists, the basic philosophy discussed above still applies; go from the site-specific to the more generic contract specifications. In the case of local government work, the order would be:

1. Change Orders,
2. Addenda,
3. Special Provisions,
4. Project Plans,
5. City or local municipality supplemental standard drawings,
6. City of local municipality supplemental specifications,
7. MCDOT Supplemental Standard Drawings,
8. MCDOT Supplemental Specifications
9. MAG Standard Details and
10. MAG Standard Specifications.

Keep in mind, MCDOT typically serves as the lead agency on behalf of other local governments. In turn, it is MCDOT's specifications that govern the contract and the local government's general contract provisions do not apply such as bidding requirements, control of work, or prosecution and progress. MAG Section 104.1.1 also details the order of precedence in the event a conflict exists among contract documents.

Override Documents

There are some types of government documents that are not part of the construction contract that can override anything specified in the contract. State laws and federal regulations are examples. The Contractor is not required to do anything that violates the law or a government regulation. The more typical problem that a Construction Engineer or Inspection Supervisor encounters prior agreements MCDOT has made with other government agencies, local community, or individuals. These could involve intergovernmental agreements (IGAs), 404 permits, Right of Way agreements, or environmental mitigation requirements. These documents obligate the Department to construct something or conduct construction operations in a certain way, and the MCDOT Project Manager is responsible for coordinating and tracking these types of agreements. When there is a conflict or discrepancy with the contract documents, a change order must be utilized to bring the construction contract into compliance.

105.5 Cooperation by Contractor

The intent of this subsection is to have someone from the Contractor's staff who can represent the Contractor at all times to address on-site safety, traffic control, and quality issues. This representative does not need to be someone at the superintendent level. It's more important that this person be empowered to take immediate corrective action when instructed by the Department. If this person refuses or hesitates to take immediate action, then the only recourse may be to require the presence of a superintendent fulltime on the project site.

105.6 Cooperation with Utility Companies

Utility relocation work is a common occurrence on most roadway projects. Regardless if a utility is relocated or not, the contractor has a duty and responsibility to call for a locate of utilities prior to excavating (i.e. Blue Stake, ARS 40-360.21 through 40-360.29. In addition, Section 107.11, Contractor's Responsibility for Utility Property and Services of the MAG specifications outlines additional responsibilities of the contractor.

Subsection 105.6 deals with utility conflicts at the project when conflicting utilities are relocated by the utility company. The Department does its best to have all utilities that may conflict with the project work adjusted or relocated before the contract is awarded. The Department also tries to accurately represent what utilities are at the project site. Occasionally, utilities and utility work do conflict with the Contractor's work.

During the final stages of design, and prior to advertisement of the project, MCDOT's Utility Coordinator is required to provide a Utility Clearance Letter. This letter may identify those utilities that have already relocation; but it also may state at what future date another utility is expected to be complete by. These dates should be shown in the project special provisions so that the contractor can plan the schedule around these constraints. Unless the Special Provisions or Project Plans warn the Contractor about specific utility work going on within the project, the Contractor is generally entitled to additional compensation when utility work conflicts with project work. In addition, if the project's controlling item at the time is delayed, the Contractor may be entitled to a time extension including costs for extended overhead. Some utility conflicts are the result of utilities discovered by the Contractor during construction that are not shown on the Project Plans or mentioned elsewhere in the contract documents. In these cases, the utility conflict is handled like a differing site condition (see Subsection 104.02 of this manual).

Then the question is whether the Contractor should have known about the utility and adjusted the construction work accordingly? Utility conflicts can be a very costly matter for the Department. The Construction Engineer must take an active role in managing these situations. The Construction Engineer shouldn't hesitate to involve the Project Manager or MCDOT's Utility Coordinator if help is needed in dealing with a utility company. The Utility Coordinator is responsible for coordinating proposed project work with utility and railroad companies, and preparing and processing agreements with these companies.

105.7 Cooperation Between Contractors

This subsection applies when:

- Two or more Contractors are working at the same time on the same project; or
- Two or more Contractors are working on different projects but have to tie their work together.

Getting Contractors to cooperate with each other can be challenging at times. Even with this subsection Contractors may have difficulty cooperating. As soon as a Contractor's access is restricted or the Contractor has to perform work out of sequence, the Contractor may attribute the difficulties to the adjacent Contractor. Attempts by the Construction Engineer to order the Contractors to cooperate may do nothing to diffuse the situation. Construction Engineers must take a leadership role when Contractors have difficulty cooperating. Anticipating areas of conflict and meeting ahead of time to resolve common issues are the best ways to keep Contractors working together. Some Construction Engineers conduct regularly scheduled coordination meetings in an effort to get Contractors to work together. Ultimately, if Contractors do not cooperate and damage or hinder each other's work, it is usually the Department that ends up paying for the damages.

105.9 Duties of Inspector

Inspection Supervisor:

The Inspection Supervisor serves as the Lead Inspector for the project. The primary responsibility of the Inspection Supervisor is to oversee the Department's inspection operations at the site.

Most MCDOT projects require a team of Inspectors, material testers, surveyors, and other specialists who must work together to inspect and document the project work. The Inspection Supervisor ensures that there is a single coordinated effort at the project site to effectively inspect and document the work. The Inspection Supervisor must handle other project oversight responsibilities such as safety, traffic control, and government regulation compliance.

Duties of the Inspection Supervisor include:

- Day-to-day inspection staffing and scheduling;
- Project-wide monitoring of the Contractor's operation and construction schedule;
- Enforcing and explaining the Project Plans, Special Provisions, and other contract specifications;
- Coordinating the documentation and payment of contract work;
- Resolving site issues with the Contractor's field staff;
- Performing quality control over inspection work, site materials testing, and project documentation;
- Maintaining the project as-built plans;
- Interfacing with surveyors, material labs, and other offsite MCDOT groups that support the inspection and testing efforts for the project; and
- Inspecting and documenting the work as needed.

One of the most important things the Inspection Supervisor can do on site is to anticipate the Contractor's work, then figure out the inspection and testing requirements ahead of time. The Inspection Supervisor should be the onsite expert for what is contained in the Project Plans, Special Provisions, and other contract documents. By proactively reviewing the plans and specifications, then discussing the contract requirements with the Contractor's superintendent, the Inspection Supervisor can prevent many of the conflicts that arise between the Inspectors and the Contractor's production staff. In most cases, these conflicts are either resolved ahead of time by the Inspection Supervisor or escalated to the Resident Engineer, limiting the Inspector's involvement. The Inspection Supervisor helps the Construction Engineer resolve site related issues with the Contractor. The Inspection Supervisor does not have the authority to waive or alter the provisions of the contract, but can provide valuable information on how an issue developed and conduct the necessary research (contact Project Designers, review contract documents, talk to MCDOT technical sections, etc.) to get the issue resolved.

Inspectors

Inspectors have two important responsibilities. The first and primary responsibility is to require the Contractor's work and site activities to conform to the contract plans and specifications. Plans and specifications describe in detail the work that is to be constructed including the materials to be used, the workmanship required, and certain construction procedures to be followed. The plans illustrate graphically the various elements and components of the project. The specifications describe in words the materials and workmanship required. The second responsibility is to accurately document the level or degree of conformity of the Contractor's work with the plans and specifications. Inspection duties include:

- Observing and measuring the Contractor's workmanship, materials, and methods for compliance with the plans and specifications;
- Communicating to the Contractor's field staff the contract requirements for work under construction or about to be constructed;
- Assisting the Contractor with reading and interpreting the plans and specifications,
- Seek assistance when determining the intent of the specifications;
- Documenting inspection observations and measurements including summaries of labor equipment and material usage;
- Measuring work for payment; and
- Observing construction operations for general compliance with safety regulations, traffic control requirements, and construction-related government regulations (air quality, noise levels, erosion control, equipment licensing, federal aid requirements, etc.)

Inspecting Work in Progress

Although Inspectors are not required to inspect an item until it is complete, the Department encourages Inspectors to periodically observe and inspect work in progress to assist the Contractor in avoiding rework and stoppages. The Contractor should be notified of non-compliant work as soon as it is detected, and usually occurs verbally between the inspector and the contractor's representative in charge of the work. If the Contractor fails to correct the non-compliant work after several verbal notices then a written non-compliance notice should then be issued.

For example, the inspection of reinforcing steel for a bridge deck can take place once all the rebar has been completely installed and tied. However, should there be an error in the bar spacing in the bottom mat, considerable time and effort would be expended by the Contractor to correct this deficiency. Simple periodic checks of the rebar placement operation by the Inspector could potentially avoid this problem. When conditions arise at the project site that make compliance with the plans and specifications impractical or completely unreasonable, the Inspector should immediately notify the Inspection Supervisor or Construction Engineer.

The Inspector as a Buyer for the Taxpayers

The Inspector is the Department's point of acceptance for most contract work. The Inspector is essentially a buyer of construction work. The Inspector accepts work the Contractor produces and then fills out a diary to document and pay for that work.

The Inspector's objective should be to get the expected value or quality that is required. In other words, the Inspector's job is to ensure the Department and taxpayers are getting what they're paying for. This doesn't necessarily assume dishonesty on the Contractor's part. The Inspector is there to assist the Contractor with the contract documents and review work in progress so that produced construction work meets or exceeds the Department's standard the first time. This is how inspectors get the best value for the taxpayers and help avoid the rework, contract disputes, work stoppages, confrontations, and high risk associated with after-the-fact acceptance.

Cooperation by Contractors

Contractors have a duty to cooperate with the Department's inspection efforts. Contractors often get so focused on their work that they often overlook their obligations to the Inspector. The Inspectors and the Inspection Supervisor should be proactive in bringing up potential inspection issues such as sufficient warning, adequate time to inspect, and suitable access to the work. Sometimes it requires constant reminding to get the Contractor to be a little more accommodating.

But keep in mind, if the Contractor is producing high quality work efficiently, then the Department is getting what they want most from the Contractor and the Inspectors should be a little more flexible about timing and access requirements. It's only when Contractors are producing marginal work that they should be fully obligated to cooperate with the Inspectors.

105.10 Inspection of Work

Inspection Fundamentals

Inspection, in its purest form, is simply a measurement for compliance. Measuring is the act or process of regulating to a standard, while compliance means conformity in fulfilling official requirements.

When you inspect, you measure (or observe) something and then compare your measurements to the requirements of the work. The requirements are described in the contract documents (Project Plans, Special Provisions, Standard Specifications, etc.).
Construction work requirements can be divided into five elementary categories.

1. Layout
   (location, elevation, grade, horizontal control and other survey related information)
2. Material Properties
   (type, gradation, strength, compaction, density, grade, Certificates of Compliance, stability, prestress, binder content, temperature, cure time, and color)
3. Dimensions
   (spacing, length, width, thickness, height, clearance, slope, diameter, and other shape related information)
4. Workmanship
   (finish, appearance, cure, edge and connection treatments, texture, and handling)
5. Performance
   (smoothness, pressure test, bacteria count, pour rate, flow rate, waterproof, and mortar tight)

Any contract specification that describes construction work will fit into one of these five categories, and completely describe the work. Inspectors can use this important information to greatly improve their effectiveness.

Now you may ask, "How can remembering these five inspection categories make me a better Inspector?" As mentioned earlier, all five categories completely describe the requirements of any work to be constructed or even manufactured (such as aircraft engines, furniture, and circuit boards). When Inspectors are examining work under construction, they should continually ask themselves these five questions:

1. What are all the layout requirements for this work?
2. What are the material properties that materials used in the work must comply with?
3. What are all the dimensional requirements for this work?
4. What are the workmanship requirements?
5. What are the performance specifications the completed work must meet, if any?

Then the Inspectors search through the contract documents for all the answers to these five questions. This should be a systematic search by answering one question at a time. By following this approach, Inspectors will gain a thorough and complete understanding of the contract requirements for the work to be inspected. Most Inspectors take the opposite approach to determining the work requirements. They search in the appropriate sections of the contract documents for any type of specification related to the work. They may find a material specification in one section, a dimensional requirement in another, and eventually they find all the specifications related to the work. Then they may see something at the site that doesn’t look right and do a brute-force search of the contract documents to find the requirement the Contractor must meet. After much effort, they eventually get an overall view of the work requirements.

Although there is nothing wrong with randomly searching the contract documents to catch all the work requirements, this approach alone leads to a greater chance of overlooking important contract requirements when inspecting unfamiliar work. The systematic approach described previously is a more complete way of capturing all the contract requirements for a particular item of work. Both approaches should be used together—a random search of the contract documents followed by a review of the five questions. This is the best way to ensure Inspectors have a complete picture of all of the contract requirements.

Construction Rework and Additional Inspections

Occasionally it is appropriate to charge the Contractor for additional inspection work. To be fair, the Construction Engineer should be careful about how and when Contractors are charged for additional inspections. The Department's policy on backcharging Contractors is based on the belief that we are partners with the Contractor. Both the Department and the Contractor must be flexible in accommodating each other's schedule.
The other belief is that sometimes Contractors make honest mistakes. Backcharging the Contractor for additional inspections done when fixing honest mistakes only adds insult to injury and is inappropriate.

Backcharging is appropriate when:

- The Contractor chronically refuses to cooperate with the Department's Inspectors about adequate warnings for inspections that result in additional overtime expenses;
- The Contractor repeatedly makes the same mistakes and won't change construction methods to eliminate or reduce defects; and
- The Contractor attempts to alter already accepted work without notice to or the approval of the Department's Inspectors.

The Construction Branch Manager will usually support backcharges to the Contractor only when there is documented evidence of a chronic lack of cooperation by the Contractor. Some prior attempt must also have been made by the Construction Engineer to resolve the issue with the Contractor through the partnering escalation process.

When inspecting unique items of construction (such as electrical and mechanical equipment installations) Inspectors should take advantage of the experience and expertise of the equipment supplier. Often these people have their reputation to protect and will help the Inspector ensure the Contractor installs and uses their equipment correctly. In addition, MCDOT may have its own in-house experts who can assist the Inspector with reading and interpreting specialized contract requirements.

Why Document Inspection Work?

Many Inspectors question how much documenting of construction and inspection activities is needed. Some Inspectors question why they need to document at all. Others are unclear as to the value of good inspection records. Unfortunately, there is not one good reason why it's important for Inspectors to document contract work and inspection observations. However, there are several reasons when looked at together that offer a compelling argument for good record keeping by Inspectors.

Reason 1:
Historical information on how the work was constructed is valuable in the future if a project has to be modified or rebuilt to solve a future transportation or traffic problem. Good inspection documentation will instill in future
Planners and Engineers confidence in what is there and how well it is built. In addition, if there is a failure of a structure, pavement, or other project component, the Inspector's diaries can be helpful in ruling out possible modes of failure.

Reason 2:
Recording of an Inspector's observations and measurements provides valuable quality control information. This information can be used to identify performance trends, as well as determine a level of confidence in accepting work that may be marginal in other areas. More importantly, inspection documentation indicates to MCDOT management, taxpayers, the FHWA, and other customers that there was an authentic compliance and quality control effort at the project site. This documentation also indicates how effective that effort was.

Reason 3:
Pay quantities are required to be measured and documented for contract payment and tracking purposes. Part of the Field Office's role is to pay the Contractor for work performed. Inspectors are best suited for paying for contract work since they are the closest to the work. Good documentation of pay quantities is needed to avoid underpaying, overpaying, or double paying the Contractor for completed work.

Reason 4:
Regardless of the notice requirements in Subsection 104.03, Contractors often notify the Department after the fact regarding additional compensation for work already performed. The Inspector's diary should represent a summary of the day's construction activities assigned to the Inspector. In addition to recording inspection observations and measurements, Inspectors should summarize labor, material, and equipment usage, delays, breakdowns, idle time, inefficiencies, work accomplished, and other important events that affect or explain the Contractor's progress. Proficient record keeping by Inspectors has saved the Department thousands of dollars in overpayments to Contractors for extra work performed.

Reason 5:
An Inspector's diary is a communication device or tool. It tells others what the Inspector did that day and what went on at the construction site. Documenting inspection work directly communicates the level of professionalism and conscientiousness an Inspector applies to his or her work. Inspectors—more than anyone else in a state highway agency—are expected to document their day-to-day work activities. Secretaries don't keep diaries, nor do Materials Engineers or highway maintenance workers. Only Inspectors are charged with the daily duty of recording the activities and events that surround them. The taxpayers of this state and the Department place a lot of faith in their Field Inspectors to assure the quality and durability of our roads and bridges. A well-written, comprehensive diary is one of the best acknowledgments of that faith an Inspector can give.

Daily Project Diaries

Each inspector who is assigned responsibility for any project operation is required to keep a daily diary. Each inspector's dairy should provide detailed information concerning the specific phase of work they are assigned to. Entries should be on the appropriate form, written legibly, in ink and signed at the end of each day. Dairies should be kept in such detail and manner that new personnel could take over the work at any time.

A partial list of items to be noted in a dairy is:

- Weather
- Verbal or written orders given to the contractor.
- Important discussion with the contractor or his representatives.
- Official visitors and inspections.
- Work or materials rejected and reasons.
- Time of shutting down or resuming of work and explanations of the delays.
- Work done by contractor's forces during the day, including the location of the work.
- Accounting for any time spent by contractor's personnel or equipment on disputable items of work and especially any work, which might be the basis of a claim.
- Arrival and departure of major equipment
- Record of important phone calls.
- Unusual conditions, if any such as high water, bridge construction problems, slides, unsatisfactory subgrade or foundation conditions, detour conditions, etc. Care should be used when explaining hazardous conditions.
- Progress of staking and surveys.
- An up-to-date inventory of contractor's equipment and list of the contractor's work force.
- If problem are noted, explain the steps taken to correct them.

All diaries are the property of the Department and shall be filed as a part of the project records. A good diary can provide valuable information and evidence in the event controversies arise. There should be no personal information entered in the project diaries.

105.11 Removal of Unacceptable and Unauthorized Work

MCDOT Inspectors can accept and reject contract work. They have a duty to immediately inform the Contractor about any workmanship, methods, or materials that do not conform to the plans or specifications. When work or materials are rejected, the Inspector should make the reasons clear for the rejection. Whenever possible, don't just quote specifications; explain the reasons why it is important for the Contractor to comply. Be careful not to make a rejection look like a failure on the Contractor's part. The Inspector should view rejected work as good intentioned work that was just misguided. The hardest part for most Inspectors who reject work is handling the Contractor's response. Here are some points to keep in mind as you and the Contractor try to work through the difficulties:

1. Maintain your respect for the Contractor's field staff. If it seems they are not listening or they are attempting to do things underhandedly, give them the benefit of the doubt. Often they are under pressure to produce and occasionally lose perspective of what is best in the long run for the project.
2. Listen to the Contractor's explanation. Acknowledge that you understand why the work turned out the way it did.
3. Be supportive of the Contractor's predicament. Instead of shifting the problem entirely to the Contractor, express your willingness to work through this problem.
4. Avoid personality conflicts. If you make a rejection look like a test of wills between you and the Contractor, somebody ends up losing every time. Instead, stay focused on both the work and the specifications, and avoid assigning or shifting blame.
5. If you and the Contractor can't work out a mutually acceptable solution, escalate the problem quickly. Don't let a confrontation or the threat of one postpone corrective action.

At a fundamental level, you should view the Contractor as a partner and equal. No matter how tough things get, if you can fix this perspective solidly in your mind and behave accordingly, most Contractors will feel you are treating them fairly and impartially. Truly seeing the Contractor as a partner and equal will make you say the right things and behave honorably and professionally without having to think about specific behavior patterns to follow.

When work has been rejected, the Contractor has several options:

- Immediately fix the problem;
- Remove and replace the rejected work;
- Submit a proposal to request acceptance of the work (usually some type of alteration to the work is involved or at minimum, a price reduction should be expected) ; or
- Fix the problem later, but before other work is affected.

The decision as to which option to pursue is entirely up to the Contractor. However, as the Contractor's partner, you should assist the Contractor in working through this decision, but in no way should you assume any responsibility for making the decision. Often the Contractor will ask what you would like them to do and try to shift the problem over to the Inspector.

Be careful. Inspectors cannot direct the Contractor's work. All you should do is advise them on what the plans or specifications require and avoid telling them how to achieve those requirements.
The management and direction of the work are the Contractor's business. However, if methods are employed which the Inspector has reason to believe will be detrimental to the quality of the finished work, give notice to the Contractor accordingly and immediately advise the Construction Engineer. The Inspector should not attempt to supervise the Contractor's work or give any appearance of doing so.

Suggestions can also be dangerous. If the Contractor relies on your suggestion and the work doesn't turn out as everyone expected, guess who the Contractor is going to blame? Inspectors and Construction Engineers should be helpful while thoughtfully assessing the risks involved before giving advice to the Contractor.

105.12 Maintenance During Construction

Contractors are expected to maintain finished work until it is accepted by the Department. This includes removing graffiti, sweeping sidewalks, maintaining landscaping, and repairing work hit by traffic. Contractors may be reluctant to repair newly constructed work at their expense when damaged by the traveling public or by natural causes, but Section 107.10 affirms their responsibility until final acceptance.

Work Constructed under Traffic

In this situation traffic runs through the project exposing the work to potential damage by the traveling public. Common examples include shoulder improvements, lane widenings, and passing-lane construction. Lane closures and restrictions are used to control traffic, while phased construction is used to move traffic through different parts of the project. In most cases, a line of barricades and perhaps a small buffer zone are the only means that separate the traffic from the work. In this case the Contractor is responsible for maintaining and repairing work damaged by either the public or natural causes until formal partial or final acceptance is given. Regardless of what construction phases have been completed or what new lanes are opened to traffic, the Contractor is still responsible until acceptance.

Work Constructed Away from Traffic

In this situation the work is physically separated from traffic and protected from damage. A detour may be used or the work may be on a new roadway alignment. Traffic cannot get to the area of work. Under this scenario, the Contractor is completely responsible for all damages and maintenance to the work until the roadway is opened to traffic.

When a roadway (or new widening) is opened to traffic, the responsibility for maintenance and repairs depends on why the road was opened.

1. If the road is opened formally under a partial or final acceptance, then MCDOT assumes responsibility.
2. If the Contractor (with Department consent) opens the road before all the work is completed or opens the roadway under a substantial completion described in MCDOT Supplement Section 105.15, the Contractor is still responsible for maintenance and repairs until final acceptance. This also applies to work constructed under traffic.
3. If MCDOT orders the road opened ahead of its scheduled opening, the Department assumes responsibility, regardless of the condition of the work.
4. If the Contractor has fallen behind schedule and MCDOT orders the road opened after its scheduled opening date, the Contractor is responsible for all maintenance, repairs, and traffic control until acceptance.

There are two reasons why the Department holds the Contractor responsible for maintenance and repairs until some type of formal acceptance is given. The first has to do with damage to the work by the Contractor's own operations. Until all work is completed, the Department does not want to get into a situation in which it has to determine whether damage done to existing work was done by the Contractor or by traffic passing through the project. The second reason involves liability for the project. By assuming maintenance and repairs responsibilities, the

Department is implying acceptance of the project. This can leave MCDOT liable for the work before final inspection or acceptance has been made.

105.15 Acceptance

Substantial completion

Substantial completion should not be confused with partial or final acceptance. Substantial completion is a point reached in the project where enough work has been completed to stop contract time. When the Contractor reaches substantial completion, the Construction Engineer holds a final inspection.

The final inspection has four objectives:

- to determine if the project is in fact substantially complete as defined by 105.15;
- to review the completed project work for compliance with the plans, specifications, and the requirements of the district, local government, FHWA, or other important project stakeholders;
- to determine if the traffic can safely travel through the completed work; and
- to develop a punch list of items that need to be completed before final acceptance.

The Construction Engineer should invite, as a minimum, the Construction Branch Manager, the FHWA representative (if the project contains federal aid), local government representatives (when applicable), the Project Manager, the Maintenance Foreperson, and the Contractor's superintendent. The Construction Engineer and the inspection staff should try to be as thorough as possible during the final inspection—leave no stone unturned; check everything. Contractors allocate equipment and staff to finish the project based on the size and complexity of the Department's punch list. What Contractors find most frustrating is how punch lists tend to grow after the final inspection. During the final inspection, there should be MCDOT Inspectors and Engineers crawling all over the place so a thorough and complete punch list can be developed at the outset.

As defined in the MCDOT Supplemental Specifications, there are four criteria that the contractor must meet before requesting Substantial Completion:

- All pavement, pavement markings and signing are complete and accepted and traffic can move unimpeded through the project at the posted speed;
- All pedestrian pathways are completed and accepted and pedestrians are not restricted by any construction activity;
- All guardrails, drainage devices, ditches, excavation and embankment have been accepted;
- The only work left for completion is incidental, away from vehicle and pedestrian traffic, and does not affect the safety or convenience of the traveling public.

Substantial completion does not imply acceptance. It does not relieve the Contractor of the obligation to finish the rest of the work nor does it relieve the Contractor of the duty to maintain and repair work until acceptance. Once the final inspection is complete, the

Construction Engineer should write a letter to the Contractor disclosing the results of the final inspection. If project time is stopped, the Construction Engineer should indicate the number of accumulated project days. If a punch list has been developed, the Construction Engineer should attach it. The Construction Engineer should close the letter with a statement to the effect that the Contractor is still responsible for maintenance and repairs of any project work until final acceptance.

Acceptance

Acceptance is another important project milestone. This is the point at which all or a portion of the work has been completed to the extent that the Department is willing to assume responsibility. We are taking delivery; the work is ours.

This is the Department's last chance to have the Contractor fix any problems, repair any damage, or perform any cleanup (see Section 107.10). Once the work has been formally accepted under a partial or final acceptance, any repairs or alterations to that work will require a supplemental agreement. Since the responsibility for the work shifts from the Contractor to the Department, it is very important for the Construction Engineer to make certain that all the required contract work has been completed in accordance with Contractor documents. This includes all punch list items and any cleanup work. Any performance tests should be rerun if possible, and the work should be re-inspected for any signs of unusual wear, damage, deterioration, or missing hardware.

Keep in mind that the Department can always re-inspect the work even after a final inspection has been performed. Final inspections are used to determine substantial completion and may not result in complete and final acceptance of the work.

Acceptance Letter

Once all the working drawings are submitted and accepted and all the punch list items and follow-up inspections are complete, the Construction Engineer should write an acceptance letter for the Construction Branch Manager's signature. The letter should clearly identify what is being accepted. This is particularly important for a partial acceptance. Any assessment of liquidated damages should be discussed and any conditions attached to the acceptance. If there are any unresolved contract issues, they should be summarized as well. It is important to write a partial or final acceptance letter. The letter not only allows the Contractor to recover much of the contract retention, but also clearly outlines when responsibility for the work shifts from the Contractor to MCDOT. On federal aid projects, a copy of the acceptance letter must be sent to the FHWA Area Engineer.

(A) Partial Acceptance

Requests for partial acceptance should be in writing and discussed with the Construction Branch Manager. Only those portions of the work, which can be completely separated and adequately protected from the Contractor's operation, should be considered for partial acceptance. Once the Department accepts any portion of the work, we are responsible for maintaining it and repairing any damages. If there is a possibility the work could be damaged

by the Contractor's operations, then the Department will not consider that work eligible for partial acceptance.

Usually the work that qualifies for partial acceptance is standalone work that, when completed, can be opened to traffic. After the opening, the Contractor should have a reason for being around the work. The partial acceptance letter should clearly spell out what is being accepted and any conditions attached to that acceptance. The Construction Engineer must consider how items such as drainage and the Contractor's hauling operation can affect the work already accepted.

(B) Final Acceptance

The final acceptance process can become administratively complex and tedious for the Construction Engineer. Here is a partial list of the things the Field Office should do in preparation for a final acceptance and closeout of the project.

INSPECTION BEFORE ACCEPTANCE

- **A**. Contractor cleanup of: detours, roadway, Contractor's yard and processing sites, and adjacent private land should be completed. Pay particular attention to oil and air filters, material wrappings, crew trash, lumber fragments, AC, striping tape, and survey stakes/flagging.
- **B**. Develop a punch list. All project personnel must participate, including the Electrical, Water, Utility, and Landscape Inspectors.
- **C**. Utilities should be connected and working.
- **D**. Salvage items are to be removed to a final location.
- **E**. Any intergovernmental agreements drafted as part of the project must have been complied with. Contact the Project Manager.

ACCEPTING A PROJECT

- **A**. Remember that a project should not be accepted until all materials have been verified as acceptable. This includes certifications, but it also means that concrete poured toward the end of the project must have the cylinders broken before acceptance.
- **B**. All quantity surveys and measurements must be completed (and preferably undisputed).
- **C**. All paperwork needs to be completed. Payrolls must be corrected, quantities checked and submitted to the Contractor, and force accounts transmitted and approved.
- **D**. Letters of acceptance should have been received from landowners, pit owners, etc.
- **E**. All keys, etc. are to be handed over to the county, utility, or local municipality.
- **F**. All bills must be paid such as electric, water, and royalties.
- **G**. Money is to be deducted for resurveying, damaged salvage items or other property, or for liquidated damages.
- **H**. As-built plans must be received and verified by project personnel.
- **I**. Contractors or manufacturers must conduct meetings in how to operate, adjust, and maintain systems such as the irrigation system or a pump station.

J. All operating manuals and instruction sheets are to be accepted at the office.

K. All warranties and guarantees should be transferred to MCDOT (or other final owner) as if they were the original purchaser, as specified.

L. MCDOT specifications require the Contractor to provide a 12-month warranty. This should be noted in the project acceptance letter.

M. Final acceptance should only be given when all punch list items have been completed, and the Construction Engineer is satisfied that all of the Contractor's field work is completed. The Construction Engineer should contact both the Construction Branch Manager and the Maintenance Foreperson before writing the acceptance letter in case either wants to make one last tour of the project

PROJECT CLOSEOUT

A. Field Office and related personnel should finish and transmit the as-built plans (usually one set for the Construction Branch Manager and an additional set on local government projects for the city or municipality involved). As-built drawings should be accurately drawn to scale, together with all necessary explanatory and reference notes included. They should include all changes from the bid documents, change order work, and permit work.

B. Compile and store all contract documentation, including diaries, invoices, and tickets.

C. Box and label files, including material certifications and files.

D. Records are stored in the Construction Branch Office for one year. Once the one-year warranty walkthrough is complete, the project files are transferred to the MCDOT Document Warehouse. All records are retained in accordance with the County Records Policy.

SECTION 106 - CONTROL OF MATERIALS

106.1 Source of Materials and Quality

Subsection 106.1 requires the use of new materials unless noted otherwise elsewhere in the contract documents. New means unused, not previously placed in service, and the same appearance, quality, dimensions, and performance as material direct from the factory or fabrication plant. For example, corrugated pipe salvaged by the Contractor from a previous project does not qualify as new pipe. The Construction Engineer may still allow the pipe, but at a reduced unit price. On the other hand, unused concrete pipe that has been sitting in a pipe supplier's yard for a few years may qualify as new if it is undamaged and in the same basic condition as the day it was cast.

Inspectors should be careful about the water the Contractor uses for dust palliative, compaction, cleanup, or landscape establishment. Untreated effluent from industrial or mining operations must not be used. Effluent from these sources may contain hazardous microbes or chemicals that pose a health risk to everyone at the site. In general, potable water or water from an approved lake, stream, or irrigation canal is acceptable for construction work.

For many products and materials incorporated into the work, MCDOT requires Certificates of Compliance be supplied by the manufacturer to confirm the product or material meets the specification requirements for the project. The special provisions will usually specify which materials require certifications be supplied, but items such as pipe products are generally commonly required – either by special provision or by standard specification.

The purpose of these certifications is to assure MCDOT that the products that have been supplied to the project meet the material type and standard of quality that was anticipated for the engineering design, identify the test results (i.e. Certificate of Analysis) or test standard (i.e. ASTM, AASHTO, or other) and identify the person accountable with the manufacturer. Without a valid Certificate of Compliance (or Certificate of Analysis when required), the only other method to determine if a product meets the specification(s) is to perform destructive testing of a random sample from the field.

106.5 Storage of Materials

Material stored on the project should be observed to determine whether the storage practices may be harmful. Potentially harmful practices include stacking too high (causing bending, denting, or crushing), exposing to weather, or providing inadequate base (causing soiling, staining, or rusting). No partial payments should be made if materials are not stored in a manner that will provide adequate protection. Adequate protection is that which will preserve materials in their original condition. If material is damaged in storage, any payment for material allowance should be recovered until the damage is repaired or the material is replaced.

106.8 Furnished Material

When MCDOT furnishes material for the Contractor to use on the project, the Department is responsible for the quality and quantity of the material supplied. When the Contractor takes control of the material, the Contractor becomes responsible for the material.

The Construction Engineer should document the condition of the material and verify its quantity before it is released to the Contractor. This protects the Department if the material is later mishandled. Some testing may need to be done on the material to accurately determine its quality. A letter or another form of documentation should be used to establish when the material was officially turned over to the Contractor.

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

107.2 Permits

The Department requires the Contractor to comply with all local, tribal, county, state and federal regulations, laws, and ordinances, and bear any costs or inconveniences associated with those requirements. Regulations or permit requirements unfamiliar to either the Contractor or the Construction Engineer do not relieve the Contractor of the obligation to comply. The Special Provisions will often identify some of the requirements, but they should not be construed to be the only requirements. Local ordinances such as noise limitations, haul restrictions, and permit fees are usually the most cumbersome for the Contractor. For example, most cities require a connection fee and permit when a Contractor taps into a city waterline. Some cities require a permit to use and haul explosives. Usually permits associated with construction and installation activities such as hauling, dust control, and connecting to utilities are the Contractor's responsibility. Specialized permits that could not be foreseen by the Contractor at bid time and royalties are usually the Departments responsibility.

Permits required to construct the project in the first place, such as 404 Permits for the Corps of Engineers or utility relocation clearances, are usually the Department's responsibility. Contractors are responsible for paying all existing federal, state, county, and local sales taxes associated with the work. This includes future taxes or tax increases passed into law before bid opening. Any new taxes or tax increases passed after bid opening will be paid by change order.

107.2.1 AZPDES (NPDES) Construction General Permit Requirements:

The contractor shall comply with the Arizona Pollutant Discharge Elimination System (AZPDES) requirements and conditions, which is administered by the Arizona Department of Environmental Quality. This also includes compliance with the requirements of all municipal separate storm sewer system (MS4) that are within the project limits. For projects on Indian Tribal Lands, the contractor shall be responsible for compliance with the National Pollutant Discharge Elimination System (NPDES) requirements of the Environmental Protection Agency (EPA).

Prior to the pre-construction conference, the contractor is required to develop a comprehensive Stormwater Pollution Prevention Plan (SWPPP) when one acre or more is disturbed as part of the project. This plan should show all of the project site of work, and separate plans should be developed based on each phase of construction (for multi-phased projects). The SWPPP should be submitted to the Construction Engineer for review, at latest at the pre-construction conference. Once the Construction Engineer concurs with the SWPPP *and* if the project is within another municipality, then and only then can the Notice of Intent (NOI) be applied for through ADEQ. ADEQ maintains a website for which the contractor can apply for an NOI. Within this application, the form requires that the SWPPP be approved.

Should the project site be within Unincorporated County Urban Area (the County maintains a map on their website), an application is made to the Maricopa County Environmental Services Department (MCESD) with the SWPPP attached before any field work is conducted. MCESD will issue an approval of the pre-construction BMPs no sooner than 15-30 working days once all of their comments have been addressed. A flowchart of this process is included in Appendix E. Representatives may periodically inspect the project site during construction. Once construction is complete, the MCESD has a post-construction process to follow, for which checklists, flowcharts and forms are provided in Appendix E.

The contractor cannot begin work until the NOI is obtained, regardless of when Notice to Proceed was issued for the project. Once the NOI is obtained, and still prior (or at least concurrent with same startup shift) to the start of work, the contractor shall install all erosion control BMPs (Best Management Practices) for the first phase of construction.

For areas outside of the Unincorporated County Urban Area(s) and construction is completed; all permanent erosion control measures are installed; and MCDOT accepts the project, the contractor shall apply for a Notice of Termination (NOT) with ADEQ to closeout the permit.

107.5 Safety, Health, and Sanitation Provisions

Safety is an integral part of construction. Every construction activity has its own safety element. Because most safety issues are inseparable from the construction activity, safety is discussed throughout this manual in conjunction with the different activities.
The importance of a safe environment cannot be overemphasized. Most industrial injuries stem from a combination of two causes: an unsafe physical condition and an unsafe act.
The unsafe physical condition is often a product of the environment; the general conditions at the site of the work, the equipment and materials used, or the process employed. Improvement in the environment can help eliminate the unsafe physical condition and improve working conditions. The unsafe act can usually be traced to a momentary lapse of attention, inadequate training, or inexperience. Construction sites are unpredictable places, and employees must be constantly aware of what is going on around them. Most construction accidents are due to unsafe acts. The rest of this subsection will introduce the various safety regulations that govern on a construction site and indicate where to find additional information on safety.

OSHA Safety and Health Standards for the Construction Industry (29 CFR Part 1926)
These safety standards apply to all construction sites in Arizona. The standards are published yearly in a book distributed by the Industrial Commission of Arizona, Division of Occupational Safety and Health (ADOSH). This book (see references) is the safety bible for all construction sites. The Industrial Commission sells these standards at a nominal price, so there is no reason why every Inspector and Construction Engineer should not have a copy.

The standards are identical to the U.S. OSHA standards and are adopted by the Industrial Commission, which is responsible for safety enforcement within the state.
To help you understand OSHA standards and navigate your way through them, the following is a basic description of how the standards are organized.

Subparts
The standards are broken up into 26 subparts from A to Z categorizing the different type of construction and safety activities. There are subparts on demolition, steel erection, fire protection, and trench safety, to name a few.

Sections
Each subpart is made up of one or more sections that are the key elements of the standards. Each section is labeled with the prefix “1926”—the federal standard number. The standard number is followed by a decimal point and then the section number (ex., 1926.500). Every section has a title describing what the section is about. Every paragraph in the OSHA standards has an alphanumeric identifier. This is done to make it easier to reference or quote specific safety provisions. The labels may seem a little confusing at first. Some paragraphs have a letter in front. Others are labeled with a number, while still others are labeled with a Roman numeral. The paragraph labeling is based on a hierarchy or tier. The more complicated the section, the more tiers or different sub-levels OSHA will use to identify paragraphs (provisions) within the section. The hierarchy is best explained by the following example:

OSHA Standard 1926.57(c)(3)(iii)(B)
.57—This is the section number in the OSHA Standards.
(c)—This is the first sublevel, which is labeled with lowercase letters (a - z).
(3)—Each of the first sublevels can be further subdivided into a second sublevel, with numerals (1 - 99).
(iii)—Each second sublevel can be further subdivided into a third sublevel, labeled by lowercase Roman numerals (i - xcix).
(B)—If the third sublevel needs to be further subdivided into a fourth sublevel, uppercase letters are used to identify the fourth sublevel (A - Z).

All sections within OSHA are labeled in this manner. However, not all sections may have as many sublevels as shown in the example. For instance, 1926.704 has only five paragraphs, labeled (a) through (e). No further subdividing is needed. The subdividing depends on how complicated a particular safety standard is.

Understanding how the safety standards are structured and labeled is an important first step in becoming proficient in their use. We suggest that each Inspector spend about one-half hour just skimming the safety standards to understand how they are structured and organized. Eventually, Inspectors should be able to navigate through them and find provisions as easily as MCDOT's Standard Specifications.

Hazardous Materials
Inspectors and other MCDOT field personnel have a right to know about any hazardous material they may come in contact with at the work place. The Contractor is required by law and by the contract specifications to make available material safety data sheets (MSDS) to everyone at the project site. Refer to Section 1926.59 of OSHA standards for further information on right-to-know requirements.

When hazardous materials are spilled, accidentally discharged, or encountered at the project site, MCDOT's Supplemental Specification Section 107.5.3.3 describes the procedures to follow. When MCDOT's field staff is notified of a hazardous material situation, the following actions should be taken:

- Call 911 in a life-threatening situation
- The contractor shall stop work in the immediate area and ensure all workers are removed from the contaminated area;
- Ensure the area is sealed off to the extent that no one else can become contaminated. This also may require additional traffic control to prohibit unauthorized entry;
- Call the Construction Engineer. Depending on the seriousness of the situation and how much the public is affected, additional contacts should be made with the:
- MCDOT Construction Branch Manager and Division Manager,
- MCDOT Safety Office (602-506-8601), and
- MCDOT Traffic Operations Center.
- Notify the appropriate regulatory agencies.

Construction Engineers and Inspection Supervisors shall consult with the appropriate regulatory agencies and emergency services to determine the necessary remediation plan.

However, experts should handle the more serious hazardous material incidences. Your job should be to isolate and seal off the area containing the hazardous material until qualified help arrives.

Maricopa County Risk Management, Safety Division

The County's Risk Management Department has a Safety Division (602-506-8601) and full-time Safety Technicians who solely deal with safety issues and regulations. They can be a valuable resource in interpreting OSHA standards and can help you identify safety hazards at the project site. They have a full set of OSHA standards, including hazardous materials regulations and OSHA safety brochures.

Risk Management should be notified when:

- an employee of MCDOT or the Contractor is seriously injured at the project site;
- there is a chronic safety problem suspected at the project site which is not being corrected; and
- dangerous amounts of hazardous materials are spilled or encountered.

OSHA Enforcement

Construction Engineers are empowered to shut down unsafe operations at the project site. However, some judgment is needed in deciding whether to shut down unsafe activities or to let them continue until corrective action can be taken. Here are some questions to consider as the Construction Engineer and Inspection Supervisor arrive at their decision.

1. Is an unsafe condition away from the main site activities? Can the area be isolated or barricaded until the condition is made safe?

2. Most serious accidents are caused by unsafe acts. Are the workers' activities jeopardizing their own or other people's safety? How high is the risk of serious injury?
3. Assess the risk to the general public. Could the Contractor's operation cause property damage or injury to those not associated with the construction?
4. Call the Contractor's superintendent and safety supervisor to the site. Review the situation with them. Involve one of MCDOT's safety consultants, if available.
5. Can something be done to make the hazard temporarily safe? Can someone be assigned to closely monitor the hazard full-time while people are at risk?
6. Consult the OSHA standards as well as any available safety experts. Do the standards or previous enforcement actions offer any direction on what to do?

Answering these questions will help prepare the Construction Engineer for making a well-thought-out, carefully deliberated decision; shutting everything down at the slightest safety infraction is too extreme.

For example, an unsecured, infrequently used, 10-foot ladder at a remote corner of the job site is probably not enough to warrant a stop work order. Even if the Contractor does not rectify the problem for a few days, the most a Construction Engineer should do initially is to strongly warn the Contractor in writing about the hazard. On the other hand, workers found in an unshored 10 foot (3-meter) deep vertical trench is a serious safety violation, which obviously warrants an immediate stop work order and a meeting with the Contractor.

Unfortunately most safety hazards lie between these two extremes. Making a good decision that balances strict adherence to safety standards with the perceived risk of injury can be difficult. For those difficult decisions, the best words of advice are "**err on the side of safety!**"

Industrial Commission

The Industrial Commission's Division of Occupational Safety and Health (ADOSH) is divided into two sections. The enforcement section makes site inspections, issues violation notices, levees fines, and shuts down unsafe projects. Construction Engineers should call the enforcement section as a last resort when chronic safety problems cannot be quickly resolved with the Contractor. The other section is a consultation section that advises business owners, such as Contractors, how to improve worker safety. This section has safety consultants who inspect job sites and point out safety hazards and violations. These Inspectors do not issue citations but are there to advise on safety issues. When there have been chronic safety violations, some Construction Engineers have required Contractors to invite these Inspectors to the site instead of calling the enforcement section.

107.6 Public Convenience and Safety

Traffic Disruptions

Much of MCDOT's construction work is situated in and/or interfaces with traffic. As a result, there is often a conflict between how to construct the work and how to least disrupt traffic. Contractors sometimes want to perform the work in the most efficient manner, but at the expense of disrupting traffic. The Construction Engineer must then decide how much of a traffic disruption is tolerable. A Construction Engineer's number one concern is public welfare and safety. This is the Construction Engineer's ethical duty, both as a Professional Engineer and as a public servant.

Traffic restrictions have two impacts on the public. First, they are an inconvenience that causes travel delay, extra fuel consumption, vehicle wear, economic loss, and driver stress. Second, they are a safety hazard. The restrictions eliminate some of the safety features of the road (i.e., shoulders), require quicker adjustments in driving behavior, and expose drivers to unusual situations—all result in higher vehicle accident risk.

In addition to decisions regarding safety, the Construction Engineer must carefully consider and investigate all the alternatives and weigh the impacts on public safety and the project work. For instance, closing a street for a day or two may be a significant disruption and inconvenience to the traveling public, but it may be preferred to several weeks of lane closures that might be more of a disruption and cause more accidents. This situation also requires concurrence from MCDOT's Traffic Division, with usually 2 weeks advanced notice.

In deciding what to do, the Construction Engineer's priorities should be:
1. Risk to public safety (accident risk assessment in particular),
2. Minimize public inconvenience, and
3. Construction efficiency.

The risk of even one serious accident involving personal injury seems too high a price to pay for construction efficiency, especially when other feasible alternatives are available. However, assessing the risks ahead of time requires judgment, experience, and sometimes expert advice. Construction Engineers are often pressured by the Contractor to favor construction efficiency. The Construction Engineer should also draw upon the experience of traffic control experts including MCDOT's Traffic Engineers or Supervisors, a city's Traffic Engineer or Supervisors, and the Contractor's own traffic control coordinator and barricade Subcontractor to assist with identifying the risks of an alternative traffic control approach to complete the work.

Sometimes there is no feasible alternative, and the disruption and accident risk must be endured. However, the Construction Engineer should be the one to make the decision. Do not remain passively silent and let the Contractor do what he or she thinks is appropriate. The Construction Engineer should proactively approve or disapprove each closure or traffic restriction, even when there is a previously approved traffic control plan.

Liaison with Local Government Officials, Business Owners, and Residences

During construction, phasing of the site work and public information are crucial elements of MCDOT's desired coordination effort with the surrounding community. Construction sequencing, local access, and traffic control should be outlined at the preconstruction conference and at other critical milestones during construction. The local government officials should be kept informed of these matters at least monthly or more often so all affected parties can be alerted to ongoing construction impacts.

The Construction Engineer should work closely with MCDOT's Public Information Office to get notices and project information to local businesses, residents, neighborhood associations and government officials. They may also assist with local public meetings, preferably at one of the business establishments adjacent to a project or at a local community center or school. The businesses and residences affected by the project should be invited to attend. The MCDOT PIO should conduct the meeting, with significant input and participation provided by the Construction Engineer and the Contractor's representative to explain the construction schedule and answer questions about ongoing work. The Contractor needs to feel a sense of accountability to the community concerning project progress and construction impacts.

When construction is completed, the Construction Engineer should contact each business and/or resident where the project had constructed new work or reconstructed existing features to ensure that any cleanup or property damage issues are resolved. If there has been a significant involvement by local individuals or groups, then a letter expressing appreciation for their participation is recommended, with guidance from MCDOT's Public Information Office.

Local Access and Signing

Adjacent businesses should be contacted to establish the level of access and hours of high use. Signs stating "Business Access" or "Driveway Entrance" may be used to denote access driveways to individual businesses or business complexes. Other special construction signing may be identified on a project-by-project basis. Signs should not identify business names and must not be furnished or altered by the businesses. Special signs can be made by MCDOT if unavailable from the Contractor.

Traffic control plans should require that local cross streets have access across construction activities whenever possible. This cross street access should be a smooth, well-graded subgrade material or base course material with a paved surface where feasible. Provisions should be made to have in-place smooth subgrade or base course material across construction activities for at least one-half the width of all driveways to businesses, commercial, and institutional properties.

The minimum width should be 20 feet for driveways and if possible, driveway grades should be maintained at profile grades flatter than a 10:1 slope. All open trenches for utilities or culvert work must be protected with fencing or with steel-plate crossings for cross streets and driveways during non-working periods.

Stranded Motorists

Occasionally some of MCDOT's customers need immediate help. MCDOT field staff may give stranded motorists limited assistance.

This assistance includes:

• notifying the Sheriff or Department of Public Safety (DPS) of the stranded motorist;
• telephoning a roadside service for the stranded motorist;
• making phone calls to get in touch with one relative or acquaintance; and
• providing drinking water and other first-aid assistance.

The assistance does not include:

• phone calls to more than one relative or acquaintance;
• calling a towing company;
• running errands; and
• transporting stranded motorist, their passengers, or their cargo, unless there is an immediate safety hazard.

Safety Plan and Safety Supervisor

The safety plan a Contractor submits at the preconstruction conference must be site specific or customized for the project. For example, a company-wide plan that covers such topics as fall protection, crane safety, and confined spaces should not be included as part of the safety plan for an overlay or chip seal project. On the other hand, information on how the company performs general safety practices—such as fire prevention, hazardous material communication, and accident reporting—should be included in any safety plan.

As the Contractor develops the plan, safety issues specific to the type of work should be combined with general safety practices so a coordinated, unified plan is developed. In most cases, only slight revisions to a Contractor's company safety plan should be needed. The work of Subcontractors should be included in the plan.

The Construction Engineer should forward the plan to the MCDOT Safety Office (Risk Management) for review and approval of the safety plan. They will determine whether to approve the plan or identify any changes needed to make the plan acceptable.

107.9 Protection and Restoration of Property and Landscape

Contractors sometimes use private property or adjacent public land as a staging area, construction yard, stockpile area, or for improved access to the project. Regardless of the reason, the Contractor must have written permission from the property owner or the operating public agency (Subsections 106.09 and 107.11). It does not matter where the property is located or who owns it. If the Contractor needs to use the property in order to carry out or accomplish any activities for the project, then written permission is needed.

The written permission should clearly describe what the property is to be used for. This is important, because many times the Department has been drawn into disputes between the property owner and the Contractor as to what he or she can and cannot do on the property. For

instance, if the property owner is allowing the Contractor to store a few materials, the Contractor should not be setting up a fully equipped construction office on the property.
The Contractor must furnish evidence that the owner is satisfied with the cleanup and restoration of the property at the completion of the project. Unless the owner states otherwise, private property should be cleaned and restored to its original condition.
Lack of written permission to use private or public property is grounds for withholding part of the Contractor's monthly progress payment (5 to 10 percent range). In addition, any material stockpiled on private or public property should not be paid for until written permission is received.

107.11 Contractor's Responsibility for Utility Property and Services

General
Arizona state law (ARS 40-360.21-.29) requires anyone excavating in public streets, alleys or utility easements to first identify the location of all underground facilities in the vicinity of the excavation. The Contractor is responsible for contacting the Blue Stake Center and locating all utilities before excavating. See the Special Provisions for the Blue Stake phone number, and known utility conditions and arrangements. The Construction Engineer and Inspection Supervisor should have a copy of How To Locate Underground Utilities Before You Dig, published by the Arizona Blue Stake, Inc.

The preconstruction conference should deal with known conditions and discuss the arrangements for cooperation between the Contractor and the utility company. On projects in which utility companies relocate their own utilities, the Construction Engineer should obtain copies of all permits. The Construction Engineer's Office is responsible for inspecting this work and ensuring that all requirements and conditions of the permit are fulfilled. The results of the inspection should be provided to MCDOT's Utility Coordinator for the project.

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SECTION 108 - PROSECUTION AND PROGRESS

Partnering & Preconstruction Conference

One of the first things to do after the contractor is awarded the project by the County Board of Supervisors is that the Construction Engineer should begin informal and formal communication with the contractor to schedule a Partnering and Preconstruction Conference specifically for the project. Every project is different in size, scope and complexity but the startup of most will have the same basic components and the Partnering and Preconstruction Conference sets the tone to begin the project on the right foot. The Construction Engineer should coordinate with key individuals from MCDOT, the contractor and other Stakeholders such as local government officials and utilities to establish a date/time for the conference(s), a tentative agenda and a complete attendee list. Once established, the Construction Engineer should send out invitations to all attendees, giving them sufficient advanced notification of the meeting.

The Construction Engineer should then identify a list of all submittals and project-specific information needed from the contractor that is expected to be communicated or handed in at the preconstruction conference. This list should be formalized and sent to the contractor in advance of the meeting so the contractor can be prepared and the Notice to Proceed date can be established at the meeting based on the completeness of the contractor's submittals and information.

Weekly Meetings

Once the project is underway, the Construction Engineer should conduct a weekly meeting with the contractor. Topics discussed at the meeting should include:

- The Contractor's 2-week (or 3-week) look-ahead schedule;
- Project progress;
- Safety and traffic control;
- The status of contract submittals, supplemental agreements, and other project documents;
- Project problems and new issues;
- Contract requirements and interpretations;
- Partnering issues and remedies;
- Local community relations and environmental concerns; and
- Inspection, testing, and survey.

The meeting should be held at the project site to encourage the attendance of both the Contractor's and MCDOT's field staff. However, the meetings can be held at an alternate, mutually agreeable location close to the project when the project has inadequate meeting facilities.

Minutes of the meeting must be kept, and samples are provided in Appendix B. The aim is not to tape record and transcribe each meeting— this is too extreme in a partnering environment. Instead, the idea is to summarize major discussions and document important commitments.

The minutes should also track:

- Attendees to the meeting,
- The status of contract submittals and other documents,
- Project progress,
- Unresolved project issues, and
- Other unfinished business.

When used effectively, the weekly meeting minutes will allow no important contract issues to fall through the cracks. As project issues are raised or administrative requirements are carried out, they are documented on the report. Tracking of these items continues until some type of resolution is reached or an administrative process is completed (i.e., review of a shop drawing).

By including important weekly meeting discussions and issue resolutions, the weekly meeting minutes serve as a historical record of agreements and commitments made by both the contractor and the Department. The weekly minutes also updates the status of project time and progress, contract submittals, contract changes, and other routine contract administration procedures. More routine procedures, such as payroll submission, are usually tracked when problems or exceptions arise.

To ensure everyone gets the most use out of the report, it should be updated immediately after each weekly meeting and distributed to the Contractor, MCDOT's Project Manager, and other important project stakeholders.

Weekly Project Report

The minutes are usually kept in addition to the weekly project report. The weekly project report is a document that captures and tracks all of the current project issues. The intent is that the Construction Engineer, Inspection Supervisor, Construction Branch Manager, anyone can go to one document to find up-to-date key tracking information about:

- Current project progress,
- Recently resolved and unresolved project issues,
- A couple of relevant photos
- Summary of upcoming and completed work·
- Summary of the budget status or conflicts.

Pre-Activity Meetings

When not required, pre-activity meetings are encouraged for all new activities/phasing changes. This meeting can be in conjunction with the weekly meeting.

Pre-activity meetings must be scheduled sufficiently in advance of ordering materials to resolve all issues (a minimum of 20 days is recommended). Attendees should include the contractor's superintendent, the subcontractor(s) as applicable, the foreman installing or performing the work, the Construction Engineer, the Inspection Supervisor and Inspectors assigned to the work.

The Construction Engineer should assign discussion roles and times. The contractor should be requested to bring manufacturer's installation requirements, including manufacturer's drawings approved by MCDOT to the meeting. If there are more recent standards approved by MCDOT or the local government agency, the Construction Engineer should encourage the contractor to work to current approved standards (changes to Specifications require a Change Order).

108.1 Notice to Proceed

MCDOT's Contracts Branch will send by certified mail the Notice to Proceed letter addressed to the Contract signatory of the contractor. A courtesy .pdf of the document is sent by email to the contractor's Project Manager soon after it is signed.

108.2 Subletting of Contract

All subcontracts and Subcontractors – (regardless of the subcontracting tier) must be approved by the Department, including Federal Aid (FA) and non-FA projects. This approval is needed before a Subcontractor mobilizes and begins any work on a project. The MCDOT Construction Branch Manager approves or disapproves all Subcontractors.

The subcontractor and the contractor must first complete and sign a Subcontractor Request Form (SRF). This MCDOT form identifies the basic subcontractor information (name, license number, contact person) and the specific items of work that the subcontractor is expected to perform for the project. There are several statements at the bottom of the form which are used as a checklist of the attachments that are required to be submitted with the SRF. These attachments assure that every subcontractor's contract with the Prime includes the same provisions that are included within the Prime contractor's contract.

Nearly everyone who performs work on the project that is not directly employed by the Prime Contractor is considered a subcontractor as it applies to this specification. This includes those who provide services to a construction site such as barricade companies, cleanup and sanitation services, surveyors, material testing firms, and some trucking firms. All are counted toward the subcontracted work, which cannot exceed 60% for FA projects (50% for non-FA project as stated in MAG 108.2). This percentage is based on the original contract total amount.

Material Suppliers have to be careful how they deliver materials to the project, or they can be considered Subcontractors as well. Material Suppliers can deliver and stockpile materials at the project site. However, they should not be allowed to set their materials in place either manually or by machine. For example, a commercial asphalt plant that supplies asphaltic paving materials cannot run the laydown machine. Their trucks can load the machine, and independent truckers can work for the Material Supplier, but either the Contractor or Subcontractor must place and compact the material. Companies that supply temporary concrete barriers and other traffic control devices cannot set these materials in their final place without being an approved Subcontractor. However, these companies can perform basic maintenance on their materials.

They can pick up these materials from a storage area away from or adjacent to the work area. They cannot remove their materials from the roadway or directly from a work area.

108.4 Contractor's Construction Schedule

As stated in the contract provisions, the contractor is required to complete the project successfully within the contract time prescribed by MCDOT for the project. The contractor cannot charge that the contract time is insufficient for the project after award is made; any concern by the contractor that the construction duration stipulated for the project is insufficient must be addressed before the opening of bids.

The contractor is in charge of and employing a qualified workforce and deciding the means and methods to accomplish the work with an acceptable quality. To this end, they are required to produce a construction schedule of anticipated tasks and activities that can be utilized to measure the effectiveness and productivity of the workforce they employ.

The Construction Engineer and their staff are responsible to receive, review and critique the schedule submitted by the contractor for what may or may not be included for activities, milestones identified, and any constraints that relate to either what is stated in the contract or what the physical limitations that may exist in the field. The schedule should include continuous dates from the Notice to Proceed (NTP) through Final Acceptance and the total duration should match the contract time provided.

The preferred schedule to receive from the contractor is a Critical Path Method (CPM) schedule, which clearly identifies predecessor activities, successor activities, a duration and float for each activity, and a logically organized critical path. The critical path identifies the longest path to complete the project based on the inter-relationship of each activity. The schedule should also identify the early start, late start, early finish and late finish dates for each activity. The early start and late finish dates for a critical activity (or controlling item of work) is the total duration that activity can last without making the project longer.

MCDOT Supplemental Specification Section 108.4 requires and makes it mandatory for every contractor to submit a CPM schedule, initially at the pre-construction conference, followed by monthly updates as the project progresses.

The contractor is required to submit a 2-week (or some provide a 3-week) look-ahead schedule at each weekly progress meeting. These schedules are usually more detailed than a project schedule, but are more fluid and susceptible to change – especially in week 2 or week 3. These schedules are intended to be a tool for the Construction Engineer and the inspection staff as a planning aid to decide on the appropriate staffing required, anticipated survey or material testing needs, and any notifications to other MCDOT Divisions (Signals, Traffic Striping, etc.) for when they may be needed on the project.

Objectives of CPM Scheduling

The intent of the CPM schedule is to get the Contractor to determine which construction activities are critical to completing the project on time. These critical activities are called the controlling items for the project (see definitions in Subsection 101.2). Once the controlling items are identified, the Contractor's superintendent, the Construction Engineer, and other project team members can focus their management efforts on ensuring these items stay on track and are not unduly delayed. The CPM schedule demonstrates that the Contractor has considered not only all the activities needed to complete the project in accordance with the contract, but the effect of each activity on project time and the Contractor's resources.

Reviewing the CPM Schedule

It is the Construction Engineer's responsibility to review the schedule. Keep in mind that the CPM schedule is a planning tool. It predicts how work is going to be carried out in the future. As a project partner, you should be of great service to the Contractor during this planning stage. The intent of the Construction Engineer's review is primarily to look at the sequencing of the work to determine if the Contractor has considered:

- All the contract requirements, such as shop drawing reviews, traffic restrictions, access limitations, time constraints, etc.;
- Any unusual site conditions;
- Any regulatory impediments from local, county, state, or federal agencies;
- Interface requirements with other Contractors;
- Construction method limitations specifically described in the Project Plans and Special
- Provisions; and
- Any other unusual contract constraints.

The Construction Engineer should review the schedule to see that activity durations appear realistic and that the logic makes sense. A good critique of the Contractor's schedule is a major contribution the Construction Engineer can make in helping the Contractor correctly execute the contract work.

Submittal and Review Deadlines

It is important for the Construction Engineer to insist that the Contractor submit the CPM schedule and the monthly updates within the time limits described. One reason is that schedules are time-sensitive documents, so information in a schedule starts becoming useless and outdated the longer the Contractor waits to submit.

A second reason for insisting on a schedule is that the Construction Engineer's insistence demonstrates that the Department is taking the project schedule and contract time seriously. It would be difficult to assess liquidated damages for a late completion if the Construction Engineer never insisted on or reviewed any of the Contractor's CPM schedules.

Finally, the CPM schedule determines the controlling items for the project ahead of time. This is very important for the Construction Engineer to know in advance so that the Department does nothing to unknowingly affect these items.

108.5 Limitation of Operations

Often contractors will need to work weekends, holidays, and evenings to stay on schedule, to optimize resource usage, or to perform work that normal daytime traffic would preclude. Although many contractors believe 24-48 hours notice of weekend or night work is sufficient, many local municipalities require their advanced approval as the contractor would need to request a waiver of noise ordinance.

When work is performed at night, adequate lighting needs to be provided by the Contractor so that:

- work can be performed safely,
- the work can be adequately inspected, and
- traffic can move safely around the work.

OSHA Standard 1926.56 has minimum lighting standards for workers safety. However, the Construction Engineer has the right to ask for additional lighting above the minimum so Inspectors can adequately inspect the work. For example, equipping the Inspectors with flashlights is not good enough when large areas or large surfaces, such as concrete paving, need to be inspected. If the work can be inspected and tested the following day without rushing the Inspectors, then work may be allowed to continue into the night as long as the OSHA standards are met.

108.7 Determination and Extension of Contract Time

Measuring Contract Time

Time allowed for completion of the contract work will be specified in the Bid Invitation sent by the MCDOT Contracts Branch. One of the following methods will be specified for measuring time:

1. Number of calendar days (Majority of MCDOT projects utilize Calendar Days)
2. Number of working days
3. Fixed completion date

Time allowed for projects with a construction phase and a landscape establishment phase may be specified separately, as Phase 1 and Phase 2 for example, or the landscape establishment phase may be included within the total contract time.

Stopping Contract Time

The Construction Engineer may suspend project time when work on the controlling item(s) must stop for any of the following reasons.

- Adverse weather or seasonal conditions.
- A recognized differing physical condition that meets the requirements of Section 104.2.2.
- Labor strikes.
- A recognized nationwide shortage of raw materials or basic items.

- Government interventions.
- Unexpected utility conflicts.
- Archaeological finds.
- Unexpected hazardous materials.

The reason for suspending project time must be clearly documented, including a detailed accounting of the start and end dates of suspended contract time.
For all other types of changes that impact contract time, either the Contractor must file a request for extension of contract time, or the Construction Engineer can include additional contract time within a change order.

Contract Time and Controlling Items
The Department stops or extends contract time based only on effects to the controlling items for the project. For example, suppose the controlling item for a project is the curing of a concrete box culvert, and let's say it rains on the project for the next three days. Even though the project may be shut down, no stopping of contract time or contract time extension is needed because the controlling item is unaffected by the rain.

Contractors may make time extension requests when non-controlling items are affected by changed conditions, directed changes, or other changes beyond the Contractor's control.
For example, let's say in the previous box culvert example, a non-controlling item such as prepare subgrade was delayed five days due to the rain. If the item had seven days of total float time before the rain began, then after the five-day delay, the item would still have two days of float. It is still a non-controlling item so no time extension is needed.

Sometimes a non-controlling item becomes a controlling item. In this case, the Contractor may ask for a time extension due to uncontrollable past delays that consumed some of the float time. In the previous example, a few days later, say a key piece of equipment breakdowns while the Contractor is preparing the subgrade. The equipment will take at least a week to fix. The prepare subgrade item now becomes a controlling item because the remaining float time is gone. The project is now being delayed. The Contractor will then contend that if it hadn't rained, the float would still be available for fixing the equipment. In this case, the Contractor is attempting to benefit exclusively from the use of float time. This is not fair to the Department since contract time does have a value, and neither party should have a monopoly over it. If the situation were reversed (the equipment breakdown occurred just before the rain) it would be just as unfair for the Department to contend that the rain would not have delayed the project had the Contractor properly maintained the equipment.

108.9 Failure to Complete on Time

Liquidated Damages
Liquidated damages are assessed against the Contractor when the project work is not substantially complete (MAG Section 108.9, Table 108-1) within the allotted contract time. Liquidated damages are not a penalty, but a method for recovering some of the Department's costs and damages due to the additional time needed to complete the project.

The Department uses liquidated damages as a last resort. These damages should be the final result of a process during which the Construction Engineer has been communicating to the Contractor the ramifications of not finishing within the contract time available. Liquidated damages should be no surprise to the Contractor. The Contractor should receive plenty of warning about what could happen if the project is allowed to fall behind schedule. There should be letters written and escalation meetings held long before project time runs out. It is important for Contractors to receive a clear message from the Construction Engineer and the Construction Branch Manager about where the Department stands on assessing liquidated damages for each project. This message should not be received at the last minute when Contractors have lost the opportunity to adjust their operations to make up for lost time.

When liquidated damages are assessed, the Construction Branch Manager should write a letter notifying the Contractor of the assessment. The letter should come shortly after substantial completion is achieved or when all project time issues are resolved. The Construction Engineer needs to notify Field Reports in writing of any assessed liquidated damages before any retention is released. The Construction Engineer should attach a copy of the Construction Branch Manager's letter.

Constructive Acceleration

Construction Engineers should be very careful about how they communicate to the Contractor the requirements for getting the project work back on schedule. Construction Engineers should not tell the Contractor that the work has to be completed by a certain time or within a certain time period. Some Contractors may misinterpret this as a request to accelerate the work and then bill the Department for the acceleration costs. Instead, the Construction Engineer should warn the Contractor about the consequences of not completing the project on-time and request the contractor determine their plan to get back on schedule and submit an updated schedule to reflect such plan.

SECTION 109 - MEASUREMENTS AND PAYMENTS

109.1 Measurement of Quantities

Method of Measurement

Roadway construction work is divided into separate pay items. Each pay item represents a unique construction element of the project (i.e., guardrail, culvert pipe, roadway excavation, etc.). Each pay item has a method of measurement, which is a specified uniform procedure used to determine the quantity of work eligible for payment under each pay item. Usually the method of measurement measures the quantity of a key material for each pay item (i.e. lineal feet of curb and gutter) or measures the completed work as a unit (i.e., each catch basin or a sidewalk ramp). Each pay item has a method of measurement clause or subsection, which can be found in either the MAG Standard Specifications, MCDOT Supplements or the Special Provisions. The clause will describe exactly how the item is to be measured for payment. Subsection 109.1 more fully describes the method of measurement for pay items that have an undefined or incomplete description of how to measure the work for payment.

A method of measurement may or may not represent the actual quantities of materials used. For example, structure backfill is measured based on Standard Drawing B19.40, which shows vertical fill limits adjacent to the structure. In reality, excavations are sloped next to structures so that the volume of structure backfill placed will always exceed the amount measured for payment. Carefully review “Method of Measurement” and “Basis of Payment” sections in the Standard Specifications / Special Provisions to know exactly what is included in a pay item.

Measuring and Documenting Pay Quantities

The accurate measurement of pay quantities is a very important task for the Inspector. Field measurements for pay items are converted directly into dollars for the Contractor. Because there is a direct relationship between what the Inspector measures and what the Department pays out, inaccuracies in measurements lead to underpayments or overpayments to the Contractor.

Scales

Scale Inspector

For many pay items involving bulk materials (i.e., aggregate base, asphalt, etc.), payment to the Contractor is based on the weight of the material. Unlike other methods of measurement, measuring by weight can be a concern for the Department.

When paying for material by weight, MCDOT has very little direct control or involvement in the weighing process. The material is weighed for payment on scales either owned or leased by the Contractor or Material Supplier. The material is entirely handled by the Contractor or Material Supplier before it is placed at the project site. Only when the material arrives at the project site does the Department exercise some control over it. As a result, the Department must rely on the accuracy of the Contractor’s scales and the honesty of the Contractor’s scale operators and trucking staff when this method of measurement is used.

To help ensure the integrity of this process, the Department may require a scale inspector to monitor the weighing of materials for payment. When manually operated platform scales are used, a scale operator shall be assigned full-time to monitor weighing. When automatic scales are used (weights are automatically displayed and printed), the monitoring can be done part-time.

Regardless of whether scale monitoring is done on a part- or full-time basis, the scale inspector has several important duties related to the weighing of materials.

- Ensuring the scales are properly certified by Arizona Weights & Measures.
- Ensuring the scales are being operated correctly and within their prescribed limits.
- Verifying the vehicle tare weights are correct if there is doubt about their accuracy (this could include weighing empty trucks on another scale).
- Verifying that the weight being measured is the same as the weight being recorded (more of an issue on manually operated scales).
- Tracking the accumulated amount of material used on a daily basis.
- Ensuring the Contractor's weigh tickets are completed correctly.

The Construction Engineer or Inspection Supervisor may assign other duties to the scale inspector to keep the person busy full-time. However, it is important that the scale inspector has sufficient time to fully carry out the duties listed above so they can competently oversee the weighing process.

Scale Accuracy and Calibration

Like a tape measure, a scale needs to measure accurately and consistently according to accepted standards. A scale's accuracy directly reflects how accurately MCDOT pays the Contractor for work measured by weight.

To measure weight accurately, two things must occur.

1. The scale must be calibrated correctly.
2. The tare weight of the container holding the material must be accurately known.

Even when the scale weighs accurately and the correct tare weights are used, weights still need to be accurately recorded so payment can be made.

Policy on Scales

1. Truck scales must be sealed by the State Inspector of Weights & Measures or a registered service agency (RSA) within a period of 12 months preceding the date of weighing.
2. The original setup of scales and all moves of scales should be licensed and certified by Weights & Measures or an RSA before the scales are to be used.
3. In the event MCDOT personnel cannot satisfy themselves as to the proper accuracy of the scales, at any time prior to or during the weighing operations, weighing operations should cease and the State Inspector of Weights & Measures or a registered service person or agency should be called by the Contractor to inspect the scales.

4. MCDOT personnel should not repair scales. An adjustment of the balance bar to maintain zero balance of the beam is the only adjustment that should be made by MCDOT personnel. All other adjustments or repairs must be performed by a registered service agency.
5. Scale certifications are good for 12 months. No grace period for recertification should be allowed. Commercial scales are required to be recertified by Weights & Measures or an RSA within 45 days prior to expiration of the 12-month period.
6. Responsibility for scale setup, operation, maintenance, adjustment, and repair lies with the Contractor.
7. The Department of Weights & Measures maintains a list of current Registered Service Agencies. Please ensure the RSA is currently certified.

Weighing Requirements

1. An acceptable load invoice or ticket should include truck number, time, source, date, type of material, and net pounds or tons. Each invoice should be signed by the scale operator and collected by the Inspector calculating the spread, who in turn should make a notation of station limits of the spread on the front of the invoice and initial. At the completion of the shift, the spread person should deliver the invoices to the project office for checking and totaling.
2. In the event loads or portions of loads are rejected, notes explaining the reason should be made on the respective invoice, initialed, and dated by MCDOT and Contractor representatives.
3. Each day's totals and accumulated totals should be recorded, including other information such as moisture deductions. Each weigh record will be signed daily by the scale operator or their deputy.
4. The daily weigh record should be attached to the daily invoices and adding machine tapes. The invoices, checked tapes, and weigh sheet should be retained at the project office and kept with the project files.
5. Spot checks of weighing operations and tare weights should be made. The frequency of these checks is dependent on the quantity of material being weighed daily, so the frequency of checking should be at the Construction Engineer's discretion.

109.2 Scope of Payment

Even though the Department pays for completed work on a monthly basis as the job progresses, this does not mean the work has been accepted. The Department has the right, until final or partial acceptance (Section 105.15), to require defective work to be corrected by the Contractor, even after the Department has paid for that work.

109.4 Compensation for Alteration of Work

General

The quantities shown in the bidding schedule are just estimates of the amount of work required to complete the contract, and except for small projects, the actual measured quantities should be expected to be different than what was estimated. Contractors often ask for unit price adjustments when quantities run under the estimated amounts, items are deleted, or when work

is added. Regardless of the reason, Construction Engineers should stay within the guidelines of 104.2 when making unit price adjustments.

Change orders are used to make changes to MCDOT construction contracts. They change work in the contract and adjust the contract cost accordingly. They CREATE new pay items or INCREASE, or DECREASE the quantity of existing pay items. Change orders may also be used to change or modify specifications or ADD contract time to the contract, even when there is no effect on contract costs. Bid Items are never deleted within a change order; Instead, quantities are adjusted to zero. When signed by the Contractor and the Construction Engineer, Change Order Agreements are binding legal documents that supplement the original contract.

Procedure

A change order may be initiated by MCDOT or the contractor, whenever a change to the "scope of work" is perceived by either party. The "scope of work" is defined by the work that is shown in the project plans, described in the project special provisions and referenced in standard details and specifications.

As in the case of a change to the project plans initiated by MCDOT, the Construction Engineer should write a letter to the contractor describing in detail the change instructions, accompanied by a sketch or modified plan sheet that illustrates the change. If the change is believed to be incorporated into the work at the contract unit price established in the contract, then the letter should also summarize the quantity difference, unit price of the item(s) affected, and anticipated total cost of the change. The contractor may agree, and if so, a Change Order would not be required.

Should the contractor disagree with the Construction Engineer's analysis of the change and its impact to the project, then the contractor needs to identify the specific impacts of the change in writing, accompanied with a detailed cost breakdown of the additional costs being sought. This condition would also be true if the contractor was initiating a request for change order.

If the change cannot be handled by adjusting the quantities of existing contract items within 20% of a major items original value, then a detailed cost analysis of the extra work must be provided and included with the Change Order package The Change Order is best suited when the work can be quantified ahead of time. Since Change Order prices are agreed on before the extra work begins, Contractors may include many contingencies in their cost estimates to offset any perceived risks.

A Change Order is also used to extend or otherwise modify contract time, to account for the total amount of days to complete a project. The Contractor initiates this process through a formal, written request which specifically identifies whether they are seeking compensatory or non-compensatory additional contract time for excusable or non-excusable delay. The Construction Engineer reviews the Contractor's request and recommends, to the Construction Branch Manager, the number of additional days to be added, if any. In the recommendation, the Construction Engineer specifically identifies excusable or non-excusable delay, whether or not the time is compensatory, and if so how much is recommended.

All Change Orders to extend contract time with compensation requires a detailed accounting of costs be submitted by the contractor. The MCDOT Construction Branch Division Manager shall be consulted and provide guidance in price negotiations, but the Chief Construction Engineer grants approval for compensable and non-compensable time extensions. If the Contractor does not agree with the Chief Construction Engineer's decision, the Construction Engineer schedules an Escalation to the MCDOT Construction Division Manager level.

Time Extensions add days to Working Day & Calendar Day contracts. Changes to Fixed Date Contracts require that the contract's completion date be deleted and a new Fixed Date established for completion. Change Orders adjusting contract time may or may not be combined with other contract changes. For example, if the cause for delay is the result of added scope to the project, then it is entirely appropriate to document the additional items of work and the related additional time within the same change order.

Investigation and Preparation

The Construction Engineer must basically answer these four questions when analyzing a contract change:

1. Was there a contract change? (What was the change?)
2. Who caused the change?
3. What are the impacts of the change?
4. What are the costs?

Cost Analysis for Complex Items of Work

A Construction Engineer's cost analysis should be prepared for Change Orders and/or Time Extensions that involve complex project issues. The analysis is intended to be separate and independent, with stated assumptions for anticipated production rates, crew size, equipment or materials that may be needed. Time extensions with compensatory time require consultation with the MCDOT Construction Division Manager. Cost analyses for extra work are best done by carefully examining the impacts of the change first, then looking at costs last. Here is a rudimentary procedure that can be used on any cost analysis that will keep you focused on analyzing the impacts first before you are ready to examine costs:

1. Quantify the Extra Work

This means calculating the amount of work that has to be performed: such as cubic yards of dirt to move, linear feet of guardrail to install, or pounds of rebar to eliminate. The trick here is not only calculating the quantity correctly, but also selecting the correct unit of measurement. Your selection should be based on industry practice and what unit of measurement best represents how the work will be performed.

For example, excavation work is usually done on a cubic yard basis because excavation work involves moving volumes of material. On the other hand, structural concrete is usually estimated on a square yard basis and not by the cubic yard basis MCDOT uses to measure it for payment. Most of the expense in structural concrete is in the formwork and not in the amount of concrete used. Selecting the correct unit of measurement is an important element in producing an accurate analysis.

2. Analyze How the Work is Constructed

Construct the work in your mind. Write down all the different steps that have to be followed (continuously ask yourself who will do what, where, when, and how?). This is where your analytical thinking as a technician or engineer is of prime importance. One reason Inspection Supervisors' estimates are usually less than the Contractor's on extra work is that Inspection Supervisors fail to take into account all the little hidden extras that add to the cost of the work (ex., additional crane time may be needed to lift extra rebar from a delivery truck to a bridge deck).

3. Select the Crew Size, Equipment and Materials Needed to Complete the Work

Once you have decided how you're going to build the work and have broken it down into smaller, definable units, then it is simply a matter of selecting the appropriate resources for the work. This selection is based on judgment as well as availability of the needed resources.

4. Estimate Production Rates

Here a lot of judgment is involved and often historical data can be used. Some of the more experienced inspectors may be able to help estimate how long the work will take. Sometimes you just have to assume a rate. Two things to remember are that no one works a 60-minute hour or less than half a shift. It is very common to utilize a 50-minute or 55-minute hour to account for normal inefficiency of labor.

5. Calculate Direct Costs

Up to this point, we haven't even mentioned costs and yet a lot of analysis has already been done. Good cost estimates are often the result of understanding how to build the work (steps 1 through 4) more than having accurate numbers on costs. On the other hand, don't be afraid to call material suppliers and to use the Contractor's payrolls to improve your accuracy.

Another source of historical cost information is Means Heavy Construction Cost Data. This cost guide is published yearly and contains unit cost information as well as information on production rates and crew sizes. Direct costs usually include project overhead, but not home office overhead. Don't forget incidental costs for things like haul roads, water, and waste disposal.

6. Add up all costs:

Labor, which includes burden and fringes. The use of Certified Payrolls for actual employees' pay data and fringe amount is preferred. The labor plus burden is calculated on Wages x 1.5 (the current multiplier from ADOT's Standard Specifications as outlined in MAG 109.5.3. Labor burden is the total of all indirect labor costs necessary for an employee to perform the work that they are hired to do. It includes Social Security and Medicare Tax, Worker's Comp (Insurance the employer must purchase), State and Federal Unemployment Insurance, training, paid holidays, use of vehicles, computers, PPE, office, office furniture, equipment, supplies, etc. Fringes are the non take home portion of wages which include Pension/401K, paid vacation and sick leave, contributions to health insurance, etc. MCDOT verifies fringe benefit rates from the certified payrolls.

Equipment costs: Here the Blue Book Rates could be utilized based on the make/model and size of the equipment used to perform the work.

Materials: The delivered cost of AB, pipe, concrete, etc.

7. Add Markups and Arrive at a Grand Total or Unit Price

Profit and overhead is calculated as 5% to 15% of the total of all Labor, Equipment and Material costs for work done by the prime contractor. Work done by subcontractors is calculated as 5% to 15%, and an additional 5% for the Prime Contractor to make the total no more than 20% for only the portion of the work done by the subcontractor. MAG Section 109.5 identifies the details and thresholds for these requirements.

Negotiating

If the extra work is not covered by an existing item, the Construction Engineer and the Contractor may be able to negotiate a new unit price for the work and establish a new item or items in the supplemental agreement. If the Contractor proposes a new item or unit price, a detailed cost analysis must be provided. The cost analysis should include a breakdown of the estimated time for labor (including labor classifications) and the estimated costs of materials and equipment. The total cost of the extra work is divided by the units of work to arrive at a unit price for the work.

The Contractor's cost proposal must be analyzed by a thorough review by the Construction Engineer. The Contractor's analysis should be compared with the Construction Engineer's own independent analysis. The Construction Engineer should be completely satisfied that the Contractor's cost analysis is equitable and fair before accepting it as part of the supplemental agreement. Both the Contractor's and the Construction Engineer's cost analysis must accompany the Change Order package.

Some Construction Engineer's think that Contractors try to take advantage of the Department when a change order arises. This is usually not the case. Contractors are no longer in a competitive bid situation after they're awarded the project, so there is no reason for them to assume unnecessary risk. This lack of risk taking is simply reflected in contractors' change order prices.

Authorization and Responsibilities

Although Construction Engineers are not authorized to approve changes to the contract themselves, they are delegated the responsibility to research the issues involved with the additional work, gather cost data for an independent analysis of the additional costs, obtain and thoroughly review the contractor's request, and negotiate with the contractor to then ultimately arrive at a recommendation to execute a change order or utilize a different approach to accomplish the work.

The Construction Engineer is also responsible during the course of this review to contact other technical groups with MCDOT for their input and concurrence, along with notification and concurrence from the MCDOT Project Manager. For any items where consensus cannot be

attained, but has an expedited timeframe to keep the project on schedule, the issue should be immediately escalated internally.

The Construction Engineer is also responsible for monitoring the cumulative value of all changes to the original contract amount. This includes significant item overruns and underruns, potential and executed change orders so that sound, responsible fiscal decisions can be made with confidence.

With regard to a contractor's request for additional compensation, the Construction Branch Manager will review the documentation that is presented by the Construction Engineer, watching out for uniformity, potential for setting precedence, and basis for negotiation. The approval of the MCDOT Construction Division Manager is required for all specification changes. In the absence of the MCDOT Construction Division Manager, the Director has this authority.

The County Engineer has authority to approve all Change Orders to a maximum $250,000 amount. This authorization includes changes in specifications, design, and unit price adjustments and other negotiated agreements.

The County Chief Procurement Officer has the authority to approve all Change Orders that do not exceed $1,000,000.00. This authorization includes changes in specifications, design, and unit price adjustments and other negotiated agreements.

The authorization levels discussed previously apply to the financial approval for a Change Order. Changes that require alterations to the specifications, MCDOT design policy or design details have to be agreed upon by the appropriate MCDOT technical section. A change must receive technical authorization before the cost of the change can be approved. The MCDOT technical managers include Materials, Engineering, Environmental, Traffic Engineering, Right of Way and Bridge. If any technical manager does not agree with the proposed Change Order, the issue must be escalated to the MCDOT Construction Division Manager, MCDOT Director or County Engineer for resolution.

MCDOT has delegation authority from FHWA (to the authorization limits as outlined above) to approve change orders for federally funded projects whose federal project number ends in "A". Although FHWA does not need to approve these change orders, they do need to be advised that the agreement is being processed. FHWA contacts are required on all federally funded projects whose federal project number does not in "A". Any local government or agency participating on a project must also be contacted and sign the change order document.

If a change order is considered "not eligible" for federal assistance, then the items included in the agreement must be shown as non-FA and tracked separately from the other "eligible" work.

Prescribed penalties for work items failing to meet specification requirements (i.e., PCCP smoothness or compaction on A/C) do not require a change order. The Construction Engineer creates a separate pay item found from the standard item list and may notify the Contractor by

letter of the penalty adjustments. The same procedure applies to contract bonuses prescribed within the special provisions.

Section 109.4, Compensation for Alteration of Work of the MAG Standard Specifications states that except for emergency situations or otherwise directed by the Engineer, the contractor shall not proceed with change order work until authorized by the Engineer. This condition not only protects MCDOT, it protects the contractor from the risk of performing work that may not be paid later by MCDOT. As the cost for altered work increases, contractors are less willing to take any risks under contract.

109.5 Actual Cost Work

Actual Cost Work compensates the Contractor for extra work based on the actual hours worked for labor and equipment, and for the quantity of actual materials used (time and materials). It is the most cumbersome and administratively complex agreement. It contains all the supporting documents found in a Change Order, plus additional record keeping requirements that are agreed upon daily between MCDOT's inspector and the contractor.

Actual Cost Work should be the method of compensation of last resort because it is the most expensive and administratively tedious. This method is utilized for contract changes in which the amount of work is difficult to quantify (such as an emergency situation) or the financial risks of performing the work are too high for either party, the County or the Contractor. Another situation may be that although the work is known and quantifiable, a mutual agreement cannot be reached between MCDOT and the contractor.

For these reasons, Section 109.5, Actual Cost Work identifies a method to document the labor, equipment and materials that a contractor requires to perform the altered work. In these cases, the work is performed and later quantified in a structured manner to arrive at the total cost for the work.
Once the work begins, daily records are kept of the labor, materials, and equipment used to accomplish the extra work. The Contractor takes these daily records and invoices the Department for the work, based upon Section 109.5. The field office reviews and approves these details for accuracy and completeness, or returns to the contractor with comments if corrections are required. Once the invoice and backup documentation are acceptable, and makes payment within the Pay Application.

To sum up, the Actual Cost Work method is best used when:
1. Defining the work clearly and accurately enough for a change order is too difficult,
2. The extra work needs to begin right away, or
3. The Construction Engineer and the Contractor cannot agree on costs.

109.7 Payment for Bond Issue and Budget Projects

Monthly Progress Payment Procedures (ARS 34-609)

The Construction Engineer and staff prepare progress estimates on a regular basis – generally each month, but can be shorter or longer timeframe that is agreeable to the contractor. The progress payment's primary intent is to fairly compensate the Contractor for work performed and materials furnished acceptably each month.

The 20th of each month is designated as the monthly cutoff date, regardless of which day of the week it falls. Item quantities for completed work during the month prior will be documented for payment through this day of each month. A monthly progress estimate will be drafted by the Construction Engineer based on the completed work documented.

The Construction Engineer and staff will review the monthly progress estimate with the contractor, resolve any discrepancies and will submit the progress payment documents with appropriate signatures to MCDOT for processing within 5 working days after the cutoff date for processing.

In accordance with MAG 109.7, MCDOT withholds 10% of all payment estimates (retention) as a guarantee for complete performance of the contract. This percentage reduces to 5% once 50% of the original contract work is completed. In addition to normal retainage, the Department does have the right to withhold part or all of the monthly progress payments if the project work or project progress is unsatisfactory. If the Construction Engineer is suspicious of the Contractor's ability to complete the project, a meeting with the Contractor and the Construction Branch Manager should be held to discuss the issue before any payments are withheld.

Documenting Payment

Quantities developed for the monthly progress estimate should be based on sound engineering procedures rather than on arbitrary selection of quantities that help expedite payment. For this reason, the inspector's daily dairy shall be the source document for all payments. The item payments shall be further detailed within the diary to specifically identify the Station and offset location, length, area or volume of payment. All two-dimensional and three-dimensional payments shall be accompanied by an area or volume diagram and supporting calculation.

The monthly pay estimates are prepared on a computer program using a standardized format used for all MCDOT projects. It shall be the Construction Engineer and staff's responsibility to maintain a detailed accounting of all payments made for each item (herein referred to as the Transaction Detail Log). Sample format is provided in Appendix B.

Pay item entries and other entries should not just appear on the progress estimate. Sufficient backup documentation (i.e., diaries, change orders, invoices, or others) needs to support each entry. If corrections need to be made for previously paid quantities that were later found to be incorrect, the corrections need to be documented (typically in a diary). All payment documentation must be kept as part of the project records and may be subject to periodic audit.

When preparing the monthly progress estimate, the Construction Engineer and the Contractor's Superintendent should review all quantities of work completed. Should there be pay item quantities on which the two parties disagree, the disagreement needs to be resolved (through escalation if needed) prior to submittal of the next month's progress pay estimate.

Partial Payment for Material on Hand

MAG Section 109.7 provides guidelines for determine eligibility of partial payments when the materials needed to construct those items procured by the Contractor or a materials supplier for the specific use on the project.

To qualify for a partial payment on stockpiled materials, the following conditions must be met.

1. The Construction Engineer must be satisfied with the progress of the project.
2. When applicable, the stockpiled material should have been tested and the material must have passed the test(s).
3. When applicable, acceptable certificates of compliance for the material have been received by the Department.
4. The material is stockpiled on the project, or if stockpiled off the project (including a commercial material sources), the material is located in a separate area away from the main inventory. reasonably secure from vandalism or theft

The purpose of this partial payment is to promptly compensate the material supplier for materials produced for the project. The intent is not to finance their inventory. Once a partial payment is made, the material supplier should not be allowed to sell the material to other customers. Construction Engineers have the authority to deny partial payment for material stockpiled at commercial sources if the material cannot reasonably be separated from the main inventory, or if the Construction Engineer suspects the material supplier is in financial trouble.

Generally, the material should be delivered to the project site or the Contractor's yard and reasonably secure from vandalism or theft. Partial payments for materials can be made without the need for a change order, provided eligibility for partial payment is met and paid invoices are supplied.

Closeout Conference

As the project nears completion, the Construction Engineer should schedule a closeout conference to include key personnel from the contractor before they are reassigned to other projects, along with applicable MCDOT personnel. This is not a substitute for a Final Walkthrough inspection; rather, it is intended to get the Project Stakeholders together to discuss what went well, what could be improved and identify lessons learned that can be applied to future projects.

Final Payment

Once a final acceptance letter has been signed for the project, the close out of the project can begin. Closing out a project involves verifying that all paperwork is complete for the project and preparing the Final Quantity Adjustment Change Order and final payment application. The

contractor is required to provide an Affidavit and Consent from their Surety (Samples of both are found in Appendix G.

Final Project Documentation

The Construction Engineer will prepare the final estimate after the following documents have been submitted and the final actions have been completed:

1. Final acceptance letter has been sent to the Contractor (MAG & MCDOT Supplement 105.15)
2. All Change Orders, Time Extension requests, Actual Cost Work Invoices have been signed and executed copies are in the project files.
3. The Final Quantity Adjustment Change Order has been drafted and signed.
4. All Actual Cost Work invoices have been received and verified as paid.
5. Field office, Contractor and the Subcontractor agree on final quantities.
6. Incentive and disincentive payments have been substantiated with detailed calculations, drawings, daily diary reports, or other supporting documents.
7. Record drawings (as-built plans) have been reviewed and accepted by the Construction Engineer.
8. Materials checklist has been reviewed by the Construction Engineer and submitted to the Materials Engineer for approval.
9. Verification of all certified payrolls for federal aid projects.
10. Final EEO compliance reports for the last working month and year are on file at ADOT's BECO Office (Forms 109405 and PR1391, federal aid projects only).
11. Certification of Payments to DBE Firms Affidavit are in the project file and on file at ADOT's BECO Office, for federal aid projects only (Form 32023011/88).
12. Contractor's annual training reports have been sent to ADOT's BECO Office.
13. Final trainee report completed by Contractor and on file at ADOT's BECO Office for federal aid projects only.
14. For specific pay items, the completion of:
    - asphaltic concrete related documentation
    - bituminous treatments documentation
    - bituminous material price adjustment documentation
    - incentives/disincentive payment summary
    - diesel fuel price adjustment summary
15. MCDOT furnished material, included in a bid item, have been approved by the Construction Engineer and accompanied by supplemental agreement.
16. NOI (Notice of Intent) submitted to ADEQ and is on-file.
17. NOT (Notice of Termination) submitted to ADEQ (If applicable), or the project turned over to MCDOT Maintenance for subsequent monitoring.
18. A Transaction Detail Log of every payment made for every item of the contract.

Final Pay Application and Support Documentation

The final estimate shows the total as-built quantities of all contract items. All quantities shall be reviewed and approved by the Construction Engineer.

A Final Quantity Adjustment/Change Order accompanies the final estimate. This Change Order has the effect of adjusting all quantities to 100% paid, by reducing or increasing the difference between the as-built quantities for each item with the original bid quantities for each item.

To expedite final processing and payment to the Contractor, final estimates should be submitted no later than 60 days after the date of acceptance of the project. If delays are anticipated, the Construction Engineer must notify the Construction Branch Manager explaining the reason for the delay and providing an expected delivery date. Quantity calculations and other project records (payrolls, certifications, Actual Work details, etc.) should be kept up-to-date throughout the life of the project so the final estimate can be submitted promptly.

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REFERENCES AND ADDITIONAL INFORMATION

ADOT Construction Manual, Arizona Department of Transportation, Phoenix, AZ

MCDOT Project Development Process Handbook, Maricopa County Department of Transportation, Phoenix, AZ

MCDOT Project Management Training Manual, The Advisory Group, Phoenix, AZ

Maricopa County Procurement Code: Article 5 Procedures Manual, Maricopa County Office of Procurement Services, Rev. September 2012

PARTNERING: Changing Attitudes in Construction, Associated General Contractors of America, Washington, DC

PARTNERING: A Concept for Success, Associated General Contractors of America, Washington, DC

Partnering for Success, Thomas R. Warne, ASCE Press, New York, NY

Arizona Pollutant Discharge Elimination System General Permit De Minimus General Permit (DGP) No. AZG2004-001. Arizona Department of Environmental Quality, Phoenix, AZ

Arizona Pollutant Discharge Elimination System General Permit for Discharge from Construction Activities to Waters of the United States. ADEQ. Arizona Department of Environmental Quality, Phoenix, AZ

Statewide Storm Water Management Plan. Arizona Department of Transportation, Phoenix, AZ

Storm Water Monitoring Guidance Manual for Construction Activities. Arizona Department of Transportation, Phoenix, AZ

Erosion and Pollution Control Manual. Arizona Department of Transportation, Phoenix, AZ

National Pollution Discharge Elimination System General Permit for Storm Water.

Discharges From Construction Activities. Environmental Protection Agency, Washington, DC

National Pollution Discharge Elimination System Permit for Storm Water Discharges from the Municipal Separate Storm Sewer System (MS4) Operated by Arizona Department of Transportation (MCDOT) NPDES Permit No. AZS00018, U.S. Environmental Protection Agency. Environmental Protection Agency, Washington, DC

Partnering Facilitator, Standards and Expectations, California Department of Transportation, Division of Construction, 2012

Blue Stake Booklet, Arizona Blue Stake Inc., Phoenix, AZ

Construction Delay Claims, Barry B. Bramble, Esq. and Michael T. Callahan, Esq., John Wiley & Sons Inc., New York, NY

Construction Change Order Claims, Robert F. Cushman, Esq. and Stephen D. Butler, Esq., John Wiley & Sons Inc., New York, NY

Differing Site Condition Claims, Robert F. Cushman, Esq. and David R. Tortorello, John Wiley & Sons Inc., New York, NY

Construction Industry Arbitration Rules, American Arbitration Association, New York, NY

Construction Industry Mediation Rules, American Arbitration Association, New York, NY

OSHA Safety and Health Standards for the Construction Industry (29 CFR Part 1926), Industrial Commission of Arizona, Arizona Division of Occupational Safety and Health, Phoenix, AZ *Note*: This publication is updated every year or two so contact ADOSH for the latest publication date.

Occupational Safety and Health Standards for General Industry (29 CFR Part 1910), Industrial Commission of Arizona, Arizona Division of Occupational Safety and Health, Phoenix, AZ *Note*: This publication is updated every year or two so contact ADOSH for the latest publication date.

FHWA Emergency Response Guide, Federal Highway Administration, Washington, DC

Construction Contracting, 6th Edition, Richard H. Clough and Glenn A. Sears, John Wiley & Sons Inc., New York, NY

Scheduling Construction Projects, Edward M. Willis, John Wiley & Sons Inc., New York, NY

Means Heavy Construction Cost Data, published yearly, R. S. Means Company, Kingston, MA

Public Works Costbook, published yearly, BNi Building News, Los Angeles, CA

Pay Item Documentation for Inspectors, Arizona Department of Transportation, Phoenix, AZ

Local Public Agency Projects Manual, Arizona Department of Transportation, Phoenix, AZ

2015 Certification Acceptance Academy, Arizona Department of Transportation, Phoenix, AZ

Contract Administration Core Curriculum Manual 2014, Federal Highway Administration, Washington, DC

Arizona Department of Transportation Disadvantaged Business Enterprise (DBE) Policy, Arizona Department of Transportation, Phoenix, AZ

Arizona Department of Transportation FHWA DBE Program Plan, Arizona Department of Transportation, Phoenix, AZ

Maricopa County Department of Transportation Title VI Plan, Maricopa Department of Transportation, Phoenix, AZ

Field Operations Handbook, United States Department of Labor, Wage and Hour Division, Washington, DC

Required Contract Provisions Federal-Aid Construction Contracts (FHWA-1273), Federal Highways Administration, Washington, DC

Arizona Department of Transportation Materials Quality Assurance Program, Arizona Department of Transportation, Phoenix, AZ

Maricopa County Department of Transportation Sampling Guide, Maricopa County Department of Transportation, Phoenix, AZ

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APPENDIX A – BLANK FORMS

Construction Start Notification A1
Sample Sign-In Sheet A2
Sample Daily Work & Quantity Documentation Form A4
Record of Contractor's Employee Interview A5
DBE Commercially Useful Function (CUF) Checklist A6
Force Account Work – Inspector's Daily Report A10
Submittal Tracking Log A11
RFI Tracking Log A12
Construction Weekly Summary Report A13
Daily Recap of Off-Duty Officer and Vehicle Use A14
Materials Laboratory Work Request Form A15
Construction Survey Request Form A16
Traffic Control Plan Submittal Form A17
Partnering Evaluation Rating Form A18
Materials Sample Checklist A19
Materials Certificate Log A21
SBE Monthly Reporting Form A22
Punch List Log A23
Attachment "A" (Change Order Scope) A24
Certification of Final DBE Payment A25
Request for Authorization of Additional Classification and Rate (SF 1444) A26
Wage Deduction Authorization Form A27
MCDOT Subcontractor Request Form (SRF) A28

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MARICOPA COUNTY
Department of Transportation

INTEROFFICE **MEMORANDUM**

Date:

To: Division / Branch Managers

From: Alfred Erives, P.E., Chief Construction Engineer
MCDOT Project Management & Construction Division

Subject: Construction Start Notification
MCDOT Project No:

This memo shall serve as official notification for the start of the referenced MCDOT TIP construction project within County right-of-way. The Project No., Project Description and Construction Contract No. are provided above while construction related information is provided below. Please provide this Memo to whomever this project may affect.

PROJECT SCOPE OF WORK:	
PROJECT LOCATION:	
CONSTRUCTION DURATION:	**INSPECTOR:**
TRAFFIC RESTRICTIONS:	**CONTRACTOR:**

cc:
Project File

MARICOPA COUNTY

Department of Transportation

2901 West Durango Street
Phoenix, Arizona 85009-6357
Phone: 602-506-4108
Fax: 602-506-4115
www.maricopa.gov

SIGN IN SHEET

Name	Company	E-mail	Contact Phone #	Meeting / Minutes Y/N
			☐Cell ☐Office ☐Direct #	
			☐Cell ☐Office ☐Direct #	
			☐Cell ☐Office ☐Direct #	
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MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

DAILY WORK AND QUANTITY DOCUMENTATION

Diary No: _____

Diary ID: _____

Name: _____ **Day of Week:** _____

Date: _____ **Shift:** _____

Project No: _____ **Weather:** _____ _____

Project Name: _____ **Avg Temp:** _____

Client Name: _____ **Hours Worked:** _____

Item No: _____ **Item Spec:** _____

Item ID No: _____ **Item ID Descrip:** _____

Payments associated with this Item No:

Equipment associated with this Item No:

Labor associated with this Item No:

Description of Work Activities:

Summary of Tests and Samples taken today:

No. of Conc Samples Tested	No. of Soil Densities Taken (Nuclear)	No. of Soil Densities Taken (Sand Cone)	No. of Soil Samples Taken	No. of Asphalt Densities Taken	No. of Asphalt Samples Taken	No. of Asphalt/PCCP Cores Drilled

Signature: _____

Checked By: _____ **Date:** _____

Office sign off (for quantities): _____ **Date:** _____

Project No: _____ Date _____

RECORD OF CONTRACTOR'S EMPLOYEE INTERVIEW

Prime Contractor: _____ Project Name: _____

QUESTIONS TO BE ASKED OF EMPLOYEE:

Name of Employee: _____

Name of Employer: _____

Does your pay check come from this employer? _____

What is your working classification? _____

What is your basic hourly wage rate on this project? _____

Did you work in more than one classification? _____

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

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

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

What are your fringe benefits, if any? _____

Have you seen the wage rates posted on the job? _____

Do you have any comment or complaint about payments you have received? _____

INTERVIEWERS COMMENTS:

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

_____

Date of Interview: _____ Time of Interview: _____ AM / PM

Interview by: _____

OFFICE VERIFICATION:

Payroll No. _____ Period: From _____ To _____

Hourly wage rate per contract: _____

Hourly wage rate indicated on payroll: _____

Remarks: _____

_____

Date: _____ Verified by: _____

Maricopa County Department of Transportation
Project Management and Construction Division
2901 W. Durango Street
Phoenix, Arizona 85009

Commercially Useful Function Checklist

Date: _____

Project Name: _____ Project Number: _____

Prime Contractor: _____

DBE Firm Name: _____

DBE Type of Operation: Contractor ☐ Trucker ☐ Regular Supplier ☐ Manufacturer ☐

Date Contract/Subcontract Approved: _____

DBE Start Date (s): _____ Scheduled DBE Completion Date: _____

Describe the type of work observed:

_____

_____

_____

When conducting this review please check off each item used in review. The documents checked off do not need to be attached to review report but should be filed with the report for easy reference if needed. When answering the following questions, if the answer is "no" please provide an explanation in the general notes at the end of the report.

Management:

Name/Title of the on-site representative: _____

On-site representative reports to: _____

Who does the DBE on-site representative contact for hiring, firing, or modification of the contract? _____

Who prepares the DBE's certified payroll? _____

	Yes	No
1. Is there a legal contract executed by the DE to perform a distinct element of work?	_____	_____
2. Is the on-site representative been identified as an employee of the DBE?	_____	_____
3. Has the individual ever shown up on any other contractor's payroll?	_____	_____
4. Does the DBE on-site representative effectively manage the job site without interference from any other non-DBE contractors?	_____	_____
5. Has the DBE owner bee present on the jobsite?	_____	_____
6. Does the DBE appear to have control over methods of work on it contract items?	_____	_____
7. Is the DBE maintaining its own payroll?	_____	_____
8. Is the DBE scheduling work activities, material deliveries, and other related actions required for the prosecution of work?	_____	_____

	Yes	No
9. Did the DBE subcontract any items or portions of work to any other firm?	_____	_____

If yes, what % was subcontracted? _____ Name of firm: _____

Equipment:

1. List the major self-propelled equipment used by the DBE:

_____

_____

_____

	Yes	No
2. Does the equipment have the DBE's company markings or emblems?	_____	_____

If another firm emblem is readable note the company name: _____

	Yes	No
3. Is the DBE's equipment owned?	_____	_____

If no, the equipment is leased from:

_____

_____

	Yes	No
4. If leased, is there a formal agreement identifying the terms and parties involved?	_____	_____
5. Is the equipment under the direct supervision of the DBE?	_____	_____
6. Is the operator of the leased equipment the DBE's employee?	_____	_____

If no, whose employee is it?

_____

_____

	Yes	No
7. If the equipment is leased, is the payment for the equipment deducted from the work performed?	_____	_____

Workforce:

1. List the names of the DBE crew members as observed during the operation described above:

_____

_____

_____

	Yes	No
2. Has any of this crew ever shown up on any other contractor's payroll?	_____	_____

Materials:

	Yes	No
1. Is the work to be performed by the DBE a furnish and install item of work?	_____	_____
2. Is the quality of materials controlled by the DBE?	_____	_____
3. Does the prime contractor direct who the DBE is to obtain the material from and at what price?	_____	_____

4. Who makes arrangements for the delivery of materials? _____ _____

_____

_____

_____

5. Material invoices are made out to: _____

6. Who scheduled the delivery of materials? _____

7. In whose name are materials shipped? _____

Performance:

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

Other Work Categories

Truckers:

	Yes	No
1. Is it the DBE's trucks?	_____	_____

2. Are the trucks Owned _____ Leased _____

	Yes	No
If leased, is there a formal agreement identifying the terms and parties involved?	_____	_____
3. Are the rates standard industry practice?	_____	_____
4. Are DBE trucking firms' employees shown on the certified payroll?	_____	_____
5. Is there an approved subcontract or written agreement?	_____	_____

If yes, who are the parties?

_____

_____

Regular Suppliers:

	Yes	No
1. Does the supplier have an established storage facility and inventory?	_____	_____
2. Does the supplier have a business that sells to the public on a routine basis in the product being supplied?	_____	_____
3. Does the business stock the product for the use on the project as a normal stock item?	_____	_____
4. Is the distribution equipment used in delivering the product have the DBE emblem?	_____	_____

5. Is the equipment Owned _____ Leased _____

6. In whose name are the materials shipped? _____

7. Who is delivering and unloading the material? _____

	Yes	No
8. Is the business primary function to manufacturer construction products?	_____	_____
9. Does the business stock the product altered for this project as a normal stock item?	_____	_____
10. Is the quality of the materials controlled by the DBE?	_____	_____

General Notes:

MARICOPA COUNTY DEPARTMENT of TRANSPORTATION

FORCE ACCOUNT WORK

INSPECTOR'S DAILY REPORT

SHEET _____ OF _____

MCDOT PROJECT NO. _____ **REPORT NO.** _____

PRIME CONTRACTOR: _____ **DATE** _____

SUBCONTRACTOR NAME: _____

DESCRITION OF WORK _____

LABOR	CLASSIFICATION	TIME		HOURS	
		START	STOP	S/T	O/T

EQUIPMENT #	EQUIPMENT TYPE, SIZE MODEL YEAR & G/D	TIME		OPER. TIME	STAND BY TIME
		START	STOP		

MATERIAL (DESCRIPTION AND QUANTITY) _____

APPROVED _____
MCDOT Representative

APPROVED _____
Contractor's Representative

Maricopa County Department of Transportation - Correspondence-Submittal Tracking Log

Log No	In or Out	File No.	Transmitted To / Received From	In Trans No	Log Categ	Regarding	Description	Date Receive / Sent	Sub No	Sub Count No	Mat No	Trans No	Sent By	Sent to Attention of	Attach	Mail	Hand	Fax	Email	Phone
1																				
2																				
3																				
4																				
5																				
6																				
7																				
8																				
9																				
10																				
11																				
12																				
13																				
14																				
15																				
16																				
17																				
18																				
19																				
20																				

Maricopa County Department of Transportation - RFI Tracking Log

RFI No	In or Out	File No.	Transmitted To / Received From	In Trans No	Log Category	Regarding	Description	Date Receive / Sent	Sub No	Sub Count No	Mat No	Trans No	Sent By	Sent to Attention of	Phone	Email	Fax	Hand	Mail	Attach

Construction Weekly Summary Report

Reporting Period **From** _____ **To** _____

Project Name

Project Number **Contract Number**

Contractor **Contract Amount**
Approved Change Orders _____
Revised Contract

NTP **Days Completed**
Actual Start Date **Elapsed Time**
Contracted Days **Work Completed**
Completion Date

Approved for Payment **Earned To Date**

Progress This Period:

Issues or Conflicts This Reporting Period

Anticipated Work For Next Reporting Period

Budget Status or Conflicts

Comments

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
DAILY RECAP OFF DUTY POLICE OFFICER AND VEHICLE USAGE

MCDOT REPRESENTATIVE _____
(PRINT)

PROJECT NAME NORTHERN PARKWAY - SARIVAL AVENUE TO DYSART ROAD

DATE	LOCATION	OFFICER NAME (Print)	BADGE#	AGENCY	START TIME	STOP TIME	HOURS WORKED	VEHICLE NUMBER	OFFICER SIGNATURE

This form is documentation for monthly recap

*Construction use Project Tracs No. SS59301C
Maintenance use Expense Budget

_____
MCDOT APPROVAL SIGNATURE

REMARKS: _____

FILE: 401.01100

MCDOT MATERIALS LABORATORY
WORK REQUEST

REQUESTER: _____ **PHONE #:** _____

DATE: _____ **TIME:** _____

PROJECT #: _____ **ACTIVITY/PAS CODE:** _____

PROJECT: _____ **DEPT./DIVISION:** _____

TESTS REQUESTED: _____

_____

_____

DATE NEEDED: _____ **TIME NEEDED:** _____

LOCATION: _____

_____

WORK DESCRIPTION: _____

_____

ASSIGNED TECHNICIAN: _____ **DATE COMPLETED:** _____

SPECIAL INSTRUCTIONS: _____

_____

_____

ALL REQUESTS MUST BE RECEIVED WITHIN 24 HRS. OF TEST NEEDED

MCDOT CONTRUCTION SURVEY REQUEST

W.O.# _____ Today's Date : _____

Project Name: _____ Date Required By: _____
(Specify Road Name)

Inspector's Information ☐ Requestor

Firm / Agency: _____

Name: _____

Phone#: _____ Intial: _____

Contractor's Information ☐ Requestor

Firm / Agency: _____

Name: _____

Phone#: _____ Intial: _____

Request: (Please be specfic. Use stationing whenever possible. DO **NOT** state "Stake the whole project")

_____

_____

_____

_____

_____

_____

Send Request: iohnrose@mail.maricopa.gov, briandalager@mail.maricopa.gov and jessehunter@mail.maricopa.gov. or Fax 602-506-3939

The Contractor must comply with MAG Uniform Standards Specifications for Public Works Construction Section 105.8 including: a) The contractor shall be held responsible for the preservation of all stakes and marks, and if the stakes or marks have been carelessly or willfully destroyed or disturbed by the Contractor the cost for replacing them will be charged against him and will be deducted from the payment for work. b) The Contractor shall give notice to the Engineer not less then two (2) working days in advance of when he will require survey services in connection with any portion of the work. c) Blue tops in aggregate base course at centerline, edge of pavement, and Y. points at 50 foot intervals. The Contractor must first have all his material in place and compacted within 0.2 feet before the survey crew is called upon.

TRAFFIC CONTROL PLAN SUBMITTAL FORM
Maricopa County Department of Transportation
Project Management & Construction
2901 W. Durango Street Phoenix, Arizona 85009

Burt Neptune
Telephone (602) 506-2901
Facsimile (602) 506-3939
burtneptune@mail.maricopa.gov
cc: billgrimes@mail.maricopa.gov

Check One
☐ First Review
☐ Re-submittal

MCDOT Approval

PLEASE PROVIDE THE FOLLOWING INFORMATION

MCDOT Project Number: Date: Page 1 of:

Work Location:

Main Cross Roads:

Direction(s) Affected: W/B ☐ E/B ☐ N/B ☐ S/B ☐ Full Road Closure ☐ Special Event ☐

Contractor**:**

On-site Contact Name: Phone #:

24 Hour Contact Name: Phone #:

Telephone Number: Email:

Barricade Company**:**

24 Hour Contact Name: Phone #:

Telephone Number: Email:

Work Start Date: Work End Date:

MCDOT PM&C General Notes:

1) The contractor shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), the Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction and the Maricopa County Department of Transportation Supplement to the Maricopa Association of Governments (MAG) Uniform Standard Specifications' and Details for Public Works Construction.
2) The MCDOT Project Engineer or his/her representative has the authority to initiate field changes to assure public safety.
3) The Traffic Control Plan (TCP) shall include a detailed site plan showing existing signing, existing striping, posted speed limits, road names, required traffic control devices, detours, tapers, pedestrian walkways, bike lanes, driveways/accesses, parking, construction fences, roadway jurisdictions and project phase of work with all dimensions.
4) Indicate on the TCP the duration of the construction work dates, hours, drawing #, MCDOT Project # & phase of work.
5) Ten (10) working days notice is required for all Traffic Control Plan approvals.

PARTNERING EVALUATION PROGRAM (PEP) PROCESS RATING FORM

Project Description:

Period Being Evaluated: **May-13**

Standard Evaluation Goals | **Evaluation Criteria and Scores**

(1) Quality

The **process** to construct and document quality has:

SUB-GOALS:
a. first-pass inspection compliance
b. materials specs & specification compliance
c. materials records that conform with FHWA requirements
d. met testing frequencies and requirements
e. compliance with pavement smoothness testing
f. customer satisfaction of end product

Significant Problems		Performed Below Expectations		Met Expectations		Exceeded Expectations		
0.5	1.0	1.5	2.0	2.5	3.0	3.5	4.0	Don't Know

Comments:

☐ **Take Action** ☐ **Neutral** ☐ **Provide Recognition**

(2) Communication

The **process** of timely, accurate information flow is:

SUB-GOALS:
a. early, honest and often
b. appropriately and timely distributed to stakeholders
c. reaching the Public proactively
d. following the chain of command

Below Levels to Support Proiect		At Marginally Acceptable Levels		At Expected Levels		Exceeding Expectations		
0.5	1.0	1.5	2.0	2.5	3.0	3.5	4.0	Don't Know

Comments:

☐ **Take Action** ☐ **Neutral** ☐ **Provide Recognition**

(3) Issue Resolution

Team members and their counterparts identify issues and find that the **process** of timely resolution or escalations is:

SUB-GOALS:
a. following escalation ladder protocols
b. resolved at the lowest levels closest to the job
c. accurate and documented with timely distribution
d. fair to all stakeholders

Not Functioning		Functioning, but Untimely		Established and Functioning		Exceeding Expectations		
0.5	1.0	1.5	2.0	2.5	3.0	3.5	4.0	Don't Know

Comments:

☐ **Take Action** ☐ **Neutral** ☐ **Provide Recognition**

(4) Team Work & Relationship

Interrelationships of team members are understood and an open and coordinated effort by all members has:

SUB-GOALS:
a. goals of project leading discussions
b. each potential issue standing alone on its merits
c. evidence of open communication with all members
d. milestones and successes being celebrated

Not Yet Been Achieved		Occurred in a few Cases		Met Expectations		Exceeded Expectations		
0.5	1.0	1.5	2.0	2.5	3.0	3.5	4.0	Don't Know

Comments:

☐ **Take Action** ☐ **Neutral** ☐ **Provide Recognition**

(5) Schedule

The **process** to monitor and assure the project's completion is:

SUB-GOALS:
a. inclusive of a proactive look ahead
b. showing milestones are met on or ahead of schedule
c. showing any changes are communicated proactively
d. communicating critical events proactively
e. documenting potential critical path delays

Unresponsive		Marginally Successful		Meeting Expectations		Exceeding Expectations		
0.5	1.0	1.5	2.0	2.5	3.0	3.5	4.0	Don't Know

Comments:

☐ **Take Action** ☐ **Neutral** ☐ **Provide Recognition**

Organization Name:

Your Name (Optional)

File : 112.01

MCDOT	
Contractor	
Sub-Contractor/Supplier	
Other	

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
MATERIALS SAMPLE CHECKLIST

Project Name: **Project No:**

Note A One acceptance sample every other day of production. Minimum one IAS per 40 acceptance and one Correlation per 5 acceptance.
Note B Class B and Class S with design compressive strength below 4000 psi - One acceptance sample per 100 CY.
Class S with design compressive strength of 4000 psi or greater, one acceptance per 50 CY. Minimum one IAS per 40 acceptance samples.
Note C Class P - Five Samples per lot for acceptance. Minimum one IAS per 25 acceptance samples.
Note D Minimum one acceptance sample per shift. Minimum one IAS per 40 acceptance samples.
Note E One sample per delivery unit. (per PPD No. 8)
***** Small quantity, no samples required

ITEM NUMBER	MATERIAL	PLAN QUANTITY	QUANTITY IF VARIES FROM PLAN QUANTITY	UNIT	RECOMMENDED			PROJECT		MCDOT CORR			MCDOT IA	
					ACCP	IAS	CORR	ACCP SAMPLES TAKEN	ACCP SAMPLES TESTED	ACCP	IAS	CORR	ACCP	IAS
Project Bid Items														
1														
2														
3														
4														
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MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
MATERIALS SAMPLE CHECKLIST

Project Name: **Project No:**

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Note B Class B and Class S with design compressive strength below 4000 psi - One acceptance sample per 100 CY.
Class S with design compressive strength of 4000 psi or greater, one acceptance per 50 CY. Minimum one IAS per 40 acceptance samples.
Note C Class P - Five Samples per lot for acceptance. Minimum one IAS per 25 acceptance samples.
Note D Minimum one acceptance sample per shift. Minimum one IAS per 40 acceptance samples.
Note E One sample per delivery unit. (per PPD No. 8)
***** Small quantity, no samples required

ITEM NUMBER	MATERIAL	PLAN QUANTITY	QUANTITY IF VARIES FROM PLAN QUANTITY	UNIT	RECOMMENDED			PROJECT		MCDOT CORR			MCDOT IA	
					ACCP	IAS	CORR	ACCP SAMPLES TAKEN	ACCP SAMPLES TESTED	ACCP	IAS	CORR	ACCP	IAS

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:** _____

Resident Engineer Signature: _____ **Regional Materials Engineer Signature:** _____

Date: _____ **Date:** _____

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
MATERIALS CERTIFICATE LOG

Check Off List

1 - Description of Material
2 - Quantity Represented
3 - Material Identification
4 - Compliance Statement
5 - Authorized Signature
6 - Test Results (Analysis)
7 - ID Contractor
8 - Cert Acceptable

Project No: _____

Project Description: _____

Proj Log No	File No	Material	Mat Quantity	Unit	Type of Cert	Mat Receive Date	Mat Verify Date	Inspector	Check Off Items 1	2	3	4	5	6	7	8	Mat Remarks
1																	
2																	
3																	
4																	
5																	
6																	
7																	
8																	
9																	
10																	
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12																	
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14																	
15																	
16																	
17																	
18																	
19																	
20																	

Maricopa County Small Business Enterprise Program Participation Reporting Form

This form is to be submitted with each pay application or invoice. Any pay application or invoice without this form attached is subject to rejection as not being a completed pay application or invoice pursuant to the terms of the contract.

_____
Name of Prime Consultant/Contractor

_____
Contract No.

_____
Contact Person

_____
Project No.

_____
Street Address

$_____
Amount of this Pay Application/Invoice

_____
City, State ZIP

Complete below with information on the SBE firms utilized as subconsultants/subcontractors for this pay application/invoice. If work was self-performed and your firm, as the prime, is an SBE firm pursuant to A.R.S. § 41-1001, et seq., then you may list your firm as the SBE firm.

SBE Firm Name	SBE Firm Address	Type of Work Performed	$ Pd to SBE this App/Inv
			$
			$
			$
			$
			$
			$
			$
			$
			$
			$

☐ **A mark in this box certifies that no SBE firms were utilized as the prime, subconsultant or subcontractor with respect to this pay application/invoice.**

Date: _____

_____
Signature

_____
Printed Name & Telephone Number

Maricopa County Department of Transportation - Punch List Log

Item No	P or C	Category	Sub-Category	Area	Location	Description	Orig By	Origin Date

Maricopa County Department of Transportation

ATTACHMENT "A" (Change Order Scope)

Project #: **Project Name:**

Contract #: **Change Order #:**

Reason:	

Description:	

Bid Items: (Example below)					
Item No.	Description	Unit	Quantity	Unit Price	Amount
924.90101-33	Misc Work	Allowance	1	$20,000.00	$20,000.00
Total					$20,000.00

Cost:		**Time:**	0 Days added to the contract

Specification:	

Subcategories:

☐ Utility Conflict ☐ Right-of-Way Conflict ☐ Quantity Adjustment
☐ Work out of Scope (MCDOT) ☐ Work out of Scope (Other Jurisdiction)
☐ Plan Revisions ☐ Changed Physical Condition ☐ Environmental
☐ Value Engineering ☐ Other: _____

Contacts: (Example below)			
Alfred Erives, P.E.	Chief Construction Engineer	MCDOT	Concurred x/x/201x
	Design Project Manager (PM)	MCDOT	Notified
	Construction Engineer	MCDOT	Notified

Draft Revised 8-14

MCDOT

CERTIFICATION OF FINAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) PAYMENTS

Construction Contracts

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

The undersigned prime contractor on Agency Project # _____ herby, certifies that full payment was made, to the firm indicated for material and/or work performed under this project's contract as follows:

DBE FIRM AZ UTRACS Vendor Registration # _____

Name of DBE Firm _____ was paid the amount of _____

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

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

Contractor Company Name: _____

Check One: ☐ Prime Contractor ☐ Subcontractor

Name: _____ **Title:** _____

Signature: _____

Date: _____

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

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

DBE Firm Name: _____

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

Name: _____ **Title:** _____

Signature: _____

Date: _____

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE

CHECK APPROPRIATE BOX
☐ SERVICE CONTRACT
☐ CONSTRUCTION CONTRACT

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

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

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

1. **TO:**
ADMINISTRATOR,
WAGE AND HOUR DIVISION
U.S. DEPARTMENT OF LABOR
WASHINGTON, DC 20210

2. **FROM:** *(REPORTING OFFICE)*

3. CONTRACTOR

4. DATE OF REQUEST

5. CONTRACT NUMBER

6. DATE BID OPENED *(SEALED BIDDING)*

7. DATE OF AWARD

8. DATE CONTRACT WORK STARTED

9. DATE OPTION EXERCISED (If *APPLICABLE) (SERVICE CONTRACT ONLY)*

10. SUBCONTRACTOR *(IF ANY)*

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

12. LOCATION (*CITY, COUNTY AND STATE)*

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

NUMBER: _____ DATED: _____

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

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE *(IF ANY)*

15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE

16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE

TITLE

CHECK APPROPRIATE BOX-REFERENCING BLOCK 13.
☐ **AGREE** ☐ **DISAGREE**

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

☐ THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

☐ THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

(Send 3 copies to the Department of Labor)

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

PREVIOUS EDITION IS USABLE

STANDARD FORM 1444 (REV. 4/2013)
Prescribed by GSA-FAR (48 CFR) 53.222(f)

WAGE DEDUCTION AUTHORIZATION
FOR FEDERALLY ASSISTED PROJECTS

Project Name: _____ Project Number: _____

General Contractor Name: _____

Contractor Name: _____

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

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

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

EMPLOYEE'S CONSENT TO WAGE DEDUCTIONS

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

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

_____ _____ _____
Employee Signature Employee ID # Date

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

SUBCONTRACTOR REQUEST FORM (SRF)

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

Submit Completed Form To: _____

SUBCONTRACTOR	_____	**FEDERAL NO.**	_____
ADDRESS	_____	**MCDOT PROJECT NO.**	_____
CITY, STATE, ZIP	_____	**PRIME CONTRACTOR**	_____
TELEPHONE NO.	_____	**TELEPHONE NO.**	_____
EMAIL ADDRESS (REQUIRED)	_____	**PRIME CONTRACT AMOUNT**	$_____
CONTACT NAME (PRINTED)	_____	**ESTIMATED SUBCONTRACT AMOUNT**	$_____
LABOR COMPLIANCE NAME	_____		
LABOR COMPLIANCE EMAIL	_____		
SUBCONTRACTOR R.O.C. NO.	_____		
SUBCONTRACTOR FED EIN NO.	_____	**I CERTIFY THAT I AM A BONA FIDE TRUCK OWNER/OPER**	
LOWER TIER TO:	_____	_____	
DBE: ☐ **YES**	**(documentation may be required)**	**Signature**	**/ Date**

SUBCONTRACTED BID ITEMS No.'s (Check box and provide dollar amount for Joint / Partial Items)	**SUBCONTRACTED NON-PAY ITEMS** (Provide Description of Work)
☐ $	
☐ $	
☐ $	
☐ $	
☐ $	
☐ $	
☐ $	
☐ $	
☐ $	
☐ $	

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

CERTIFICATION:

The Prime Contractor and Subcontractor certifies the following :

A) The Subcontractor has received applicable Documents No. 2 through 12 identified below per Special Provisions.

B) The Prime Contractor and Subcontractor hereby transmit applicable Documents No. 1 through 12 to MCDOT for Subcontractor approval. MCDOT approval is required prior to the start of Subcontractor's work.

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

1. Subcontract Agreement containing the above Bid Items of Work
2. Certification, Contracts or Subcontracts subject to EEO Clause August 1, 2000 (Non FA projects only)
3. Executive Order 2009-09 Superseding 99-4 Amending 75-5 (Non FA projects only)
4. Standard Federal EEO, Executive Order 11246 Revised 04-15-81 (Federal Aid and Non FA projects)
5. Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246), April 15, 1981 (Fed Aid and NFA)
6. Certification, Contracts or Subcontracts subject to EEO clause April, 1969 (Federal Aid projects only)
7. FHWA 1273-(Rev.5-12) (Federal Aid projects only)
8. EEO Compliance Reports, August 1, 2005 (Federal Aid Projects only)
9. Certification of Nonsegregated Facilities, September 29, 1975 (Federal Aid Projects Only)
10. DBE Special Provisions (EPRISE, 03/15/11) and/or Contractor Compliance Agreement Assurances
11. MCDOT Title VI Assurances, Appendix A & Appendix E
12. Wage Determination Decision # _____ Mod # _____ (As per special provisions for above referenced project)

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

FOR MCDOT USE ONLY

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

Percent Subcontracted to date: _____ %

Total Subcontracted to date: $_____

Subcontract in Project File: ☐ Yes ☐ No

☐ Committed DBE ☐ Non-Committed DBE

☐ Committed DBE Subcontract/Affidavit Amount Match

_____ Chief Construction Engineer

_____ Date

Branch Copy File No. _____

Revised 06/05/15

APPENDIX B – SAMPLE FORMS, LOGS AND REPORTS

Pre-Construction Conference Sample Agenda B1
Weekly Meeting Sample Agenda B5
Weekly Meeting Minutes Example B6
Example of a Traffic Control Plan - Not Approved B9
Example of an Approved Traffic Control Plan B15
Daily Work and Quantity Documentation Example B22
Payroll Retention Warning Letter Example B25
Payroll Retention Letter Example B27
Sample Progress Report Estimate B28
Quantity Tracking Examples (by item) B31
Request for Information (RFI) Log B34
Outstanding Items Log B37
Sample QA Material Testing Plan B43
Materials Sample Checklist Example B55
ADEQ NOI Forms B63
ADEQ NOT Form B67

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PRE-CONSTRUCTION CONFERENCE AGENDA

McDowell Rd. Bike Lane Project (Federal Aid)
MCDOT Work Order No. TT432
CM-MMA-0(247)D/SZ09001C

September 9, 2015 (3pm) @ MCDOT

Meeting Moderator:
Barry Brown, PE – Senior Resident Engineer

I. ATTENDEES: Sign-in sheet

II. PROJECT INTRODUCTION:

MCDOT Project No: TT432
McDowell Road, 76th St. to Usery Pass Road Project - This project is located in Section 32 & 33, of Township 2N, Range 7E; and Section 3,4,& 5 of Township 1N, Range 7E, East Maricopa County, Arizona as shown on plans.

III. PROJECT DESCRIPTION:

- **a.** To improve the bike lane on McDowell Road from 76th Street to Usery Pass Road. This segment of road will complete the regional bike lanes in the area and will improve safety for bicyclists using this stretch of road.
- **b.** The work consists of paving the shoulders along McDowell Road as specified in the plans. Work includes subgrade preparation, culvert extensions, headwall construction, placing of asphalt pavement, signing and striping as well as other incidental work.

IV. INTRODUCTIONS:

- **a.** MCDOT
- **b.** CEI
- **c.** J. Banicki
- **d.** Salt River Project, SRP noted there are no conflicts and declined attending meeting.
- **e.** Centurylink
- **f.** Cox
- **g.** City of Mesa
- **h.** ADOT
- **i.** FHWA

V. MCDOT REPRESENTATIVES:

a. MCDOT Construction Engineer	Dave Hopper, PE
b. MCDOT Design Project Manager	Bill Hahn, PE
c. Resident Engineer	Barry Brown, PE (CEI)
d. Project Supervisor	Romeo Abraham, (CEI)

VI. CONTRACTOR REPRESENTATIVES:

a. Project Manager	Jeffrey Price
b. Superintendent	
c. Onsite Foreman	
d. Safety Professional	
e. Traffic Control Supervisor	

VII. UTILITIES:

- **a.** Provide advanced notice as required.
- **b.** Contractor responsible to request Blue Stake and verify and locate existing utilities.

c. Utilities within the project area:

Name	Representing	Office	Mobile	E-mail
Kelly Roy	MCDOT	602-506-5992		kellyroy@mail.maricopa.gov
Andre Hatcher	Century Link	480-254-0127	602-630-1393	andre.hatcher1@centurylink.com
Travis Curry	Cox Communications	602-694-2047		travis.curry@cox.com
Tim Rinn	Salt River Project	602-818-0115		Tim.Rinn@srpnet.com
Steve Huppenthal	City of Mesa	480-352-1905		Steve.huppenthal@mesaaz.com

d. Coordination with City of Mesa is required for their removal of abandoned waterline at new headwall at Sta 119+70,37' Rt.

e. Coordination is required with City of Mesa Public Safety Fiber Expansion project that is currently underway between 76th St and Hawes Rd.

VIII. RIGHT OF WAY (ROW):

a. No new right of way is required

b. Do not anticipate needing temporary construction easements (TCEs)

c. Contact MCDOT ROW prior to any construction activity or trespassing on private property

d. The contractor should keep the construction operations within the existing ROW.

e. MCDOT requires a copy of the owners permission if the contractor uses private property for yard or staging.

IX. SURVEY REQUESTS:

a. Survey will be performed by MCDOT

b. Submit requests (electronic) to CEI who will coordinate with MCDOT Survey *(Brian Dalager)*

c. Submit requests **2 working days** in advance notice

X. MATERIALS TESTING:

a. All materials field and lab testing will be performed by MCDOT

b. Material testing will be coordinated through CEI with MCDOT Materials Lab *(Aaron Spears)*

c. Submit requests **2 working days** in advance notification for all testing needed

XI. CONTRACTOR SUBMITTALS: The following are (but not limited to) the required contractor submittals:

a. List of subcontractors followed by actual Subcontract Agreements, MAG 108.2

b. List of material sources

c. Authorization Signature Form

d. Material Safety Data Sheets

e. Safety Plan & Safety Supervisor (Requires review by County Risk Management)

f. Name and phone number of certified safety professionals (Flaggers will need to be certified)

g. Emergency telephone numbers -24 hour

h. Manufacturer's certifications for all materials ("Buy America" requirements per 23 CFR 635.410). Provide certifications prior to installation of material (mandatory federal requirement).

i. List of equipment

j. Mix designs

k. Traffic Control Supervisor

l. Preliminary work schedule, MCDOT 108.4

m. Project video

n. Preliminary traffic control plans

o. Permits – MS4, NOI, Maricopa Dust Permit & City of Mesa Permit (Traffic Control)

p. Construction Phasing/Traffic Contol Work Plan per Addendum No. 2

XII. CONSTRUCTION PROGRESS AND SCHEDULE:

a. Notice to Proceed (NTP): anticipated to be on _____.

b. Contract Time is 90 calendar days.

*i. Liquidated Damages (per MAG Section 108.9) will be charged **$570.00 per Calendar Day**.*

ii. Time begins the day following the NTP date.

c. Working Hours: _____

d. Weekly Meetings will be held on: _____

e. Construction Schedule: MCDOT 108.4
f. Progress Monthly Report: Due by the 10th of each month

XIII. PROGRESS PAYMENTS:

a. County accounting system requires processing of Monthly Progress Estimated by the third business day of the month.
   i. Estimate Quantity cut-off date is 20th of each month
   ii. CEI prepares Monthly Progress Estimate and submits for processing by the 27th
   iii. Quantities measured and agreed in field by CEI and J. Banicki Superintendent

XIV. OVERTIME:

a. Contractor must advise of planned overtime work in advance. Pre-approved county authorization of inspection staff overtime is required.
b. Holidays

XV. PUBLIC RELATIONS

a. Work with MCDOT's Public Relations Program *(Ron Coleman)* and CEI
b. Complaint handling – CEI will follow up and resolve complaints promptly and keep record of actions taken
c. Advance Project Notification VMS boards 2 weeks prior to construction
d. Notification letters (Community Relations Support 107.01501)

XVI. PROJECT INFORMATIONAL SIGNS

a. Permanent, ground mounted information signs will not be required (MCDOT new process).
b. VMS boards may be used
c. Social media may be used

XVII. CONSTRUCTION TRAFFIC CONTROL:

a. Traffic control plans shall be reviewed by MCDOT Traffic Control Department *(Burt Neptune)* - CEI will coordinate submittals to Burt Neptune and approve Traffic Control Plans.
b. Compliance City of Mesa permits are required at key locations; CEI will coordinate with Banicki.
c. Advance Project Notification VMB's will be placed 14 days before start of construction.
d. Maintain driveway access – 2 to 3 hours temporary short term closures are allowed
e. Contractor to notify local emergency services (hospital, fire, police) 14 days in advance of possible delays and impacts to traffic
f. Public notification is required 48 hours in advance of lane closures
g. Notification of public and businesses of temporary access changes is required at least 7 days in advance of change.
h. Contractor designated construction traffic control specialist: _____

XVIII. CITY OF MESA:

a. CEI will coordinate all impacted City issues with the City of Mesa
b. Contractor to address community and business concerns of the City
c. Traffic Control and restrictions within the City ROW to be coordinated with the City Traffic Rep. Mesa jurisdiction is west of 76th St and at Usery Pass Rd

XIX. ENVIRONMENTAL MITIGATION MEASURES:

a. ADEQ: (submit) Notice of Intent (NOI) and Termination (NOT)
   i. Copy of NOI, SWPPP and NOT to be sent to Maricopa County Environmental Services Department, Storm Quality Program for review and approval.
   ii. Copy of SWPPP, NOI and NOT to MCDOT and the City of Mesa Environmental and Sustainability Division.
b. Prevention of invasive species entering/leaving
   i. All earth-moving and hauling equipment shall be washed prior to entering construction site
   ii. Inspect all construction equipment and remove all attached plant/vegetation and soil/mud prior to leaving construction site
c. If any suspected hazardous materials are encountered; MCDOT is to be notified immediately and cease work
d. Contractor to keep a copy of the asbestos report on site at all times
e. Construction to comply with Maricopa County Air Quality - Rule 310: Fugitive Dust Sources

f. Construction impacts such as noise, dust and fumes will be monitored and controlled
g. If archeological/historical/paleontological features are encountered they are to be preserved and MCDOT will be notified.
h. If protected bird nesting is encountered, cease work near the nest and notify MCDOT.
i. Payment for all mitigations will be under and at the contract environmental mitigation compliance allowance item price

XX. FEDERAL AID REQUIREMENTS:

a. Payrolls, LCP Tracker and interviews – note wage decision in Addendum 3.
b. LCP Tracker will be used for input by contractor and subcontractors through MCDOT.
c. Interviews will be performed on all workers of J. Banicki and subcontractors. If the person interviewed does not know their wage rate, a copy of their paycheck and detail will be required by their employer, please ensure all employees know where the wages are listed on the bulletin board.
d. Subcontracts must include all federal language, including Title VI, and must be approved before subcontractor starts work.
e. DBE Goal is 9.77%. J. Banicki committed 22.929%
f. Contractor is required to report payments to All Subcontractors in the ADOT LPA (Local Public Agency) DBE tracking system. MCDOT reports payments to Prime Contractor.
g. Contractor is required to submit "Certification of Payments to DBE Firms Affidavit" at end of project. Required as a condition of final payment to Contractor. The amounts on the Affidavits must match the amounts in the DBE tracking system.
h. During DBE subcontractor work, CEI will perform DBE Commercially Useful Function (CUF) inspections per federal requirements.
i. Bulletin Board – It should be up to date in in a location where all workers can view it daily. See ADOT and Specials for items to be posted including EEO, employee rights, federal wage decision and documents; Title VI poster and other items.
j. Title VI posters must be placed along the project, clarification will be provided later.
k. FHWA Buy America requirement review.
l. MCDOT audit staff will perform three Independent Project Reviews during construction per federal requirements.
m. The contract does not have an On-the-Job Training (OJT) requirement.
n. A review of the MCDOT Title VI requirements with the Contractor and Subcontractor will be conducted seperately by the MCDOT Title VI Coordinator

XXI. OPEN DISCUSSION:

Meeting Adjourned at _____

	PROJECT: ***PROJECT NO: TTXXX***	*CONSTRUCTION PHASE* *WEEKLY MEETING AGENDA* *NO: 1*

Meeting Location: **Project Number:** TTXXX
Meeting Date: **Meeting Subject:** Progress

Contract Time xxx-calendar days **NTP Date:**
Days used as of xx/xx/xx: xx-days (xx%)
Days remaining: xx days (xx%)
Accepted Rain Days: 0 days

Milestone	Target Start	Actual Start	Target Complete	Actual Complete
Begin Work				

Item	Description	Status	Due by	Action By
A.	SIGN IN / INTRODUCTIONS			
B.	CONSTRUCTION PROGRESS			
C.	SCHEDULE – THREE WEEK LOOK AHEAD			
D.	SAFETY & TRAFFIC CONTROL			
E.	REQUESTS FOR INFORMATION			
F.	SUBMITTALS			
G.	CHANGE ORDERS			
H.	SURVEY			
I.	COORDINATION (Contractors, Utilities, Other Agencies)			
J.	QUALITY CONTROL / QUALITY ASSURANCE			
K.	OUTSTANDING ACTION ITEMS			
L.	COMMUNITY RELATIONS			
M.	GENERAL COMMENTS			

MCDOT Representative: _____ Contractor: _____

Date: _____ Date: _____

	PROJECT: ***MC 85 ITS: Agua Fria Bridge West terminal to 75th Ave.*** ***PROJECT NO: TT352***	*CONSTRUCTION PHASE WEEKLY MEETING MINUTES NO: 19*

Meeting Location: 99th Ave and MC85 **Project Number:** TT352
Meeting Date: August 4th, 2015 1:00 p.m. **Meeting Subject:** Progress

Contract Time 150-calendar days **NTP Dates:** 3/16/15 (Materials); 3/30/15 (Construction) **Completion Date**: 8/28/2015
Days used as of 8/4/15: 127-days (85%) (Construction)
Days remaining: 23 days (15%) (Construction)
Accepted Rain Days: 0 days (NA for Calendar day Project)

Milestone	Target Start	Actual Start	Target Complete	Actual Complete
NTP	3/16/2015	3/16/2015	3/16/2015	3/16/2015
Order and Receive FO Cable	3/3/2015	3/24/2015	8/10/2015	6/192015
**Begin Work	3/30/2015	3/30/2015	9/14/2015	
Install Conduit 75th Ave to Bridge	3/30/2015	3/30/2015	7/3/2015	7/3/2015
Install Pull Boxes	3/30/2015	6/1/2015	7/3/2015	7/3/2015
Bridge Work (RMC)	4/13/2015	6/22/2015	4/24/2015	7/3/2015
Install Conduit and Boxes I-10 & 83rd Ave.	6/18/2015	7/7/2015	6/22/2015	7/14/2014
Install Inner Geotextile 75th Ave to Bridge	6/25/2015	7/7/2015	6/29/2015	7/16/2015
Pole, Foundation and Solar Unit Assembly	6/30/2015	7/16/2015	7/6/2015	
Gravel Mulch	7/2/2015		7/6/2015	
**Test FO Reels; Pull FO Cable	8/11/2015	6/19/2015	8/19/2015	
**Splice FO and Connect Appurtenants	8/20/2015		9/4/2015	
**Punchlist and Cleanup	9/8/2015		9/14/2015	

**Task is shown beyond project time due to long lead FO Item. MCDOT may extend time if Criteria in Special Provisions are met.

Item	Description	Status	Due by	Action By
A. *Aa*	**SIGN IN / INTRODUCTIONS** *See sign in sheet*			
B. *Ba*	**CONSTRUCTION PROGRESS** *Landscape, cleanup, and AC repair underway.*			
C. *Ca* *Cb* *Cc* *Cd*	**SCHEDULE – THREE WEEK LOOK AHEAD (Attached)** *Splice and test fiber optic cable this week and next week.* *AC repair this week.* *Clean up and landscape this week and next week.* *Punch list beginning 8/17.*			
D. *Da* *Db* *Dc* *De*	**SAFETY & TRAFFIC CONTROL** ***Safety – All PPE must be worn while on project.*** *This week's topic – Traffic control setup, cleanup, and maintain equipment; PPE; three points of contact while climbing on and off equipment; water consumption.* *The OSHA confined space requirements have changed. See CFR 1926, Subpart AA.* ***Traffic Control** – No new items.*			
E. *Ea* *Eb* *Ec* *Ed*	**REQUESTS FOR INFORMATION** *No new RFIs.* ***RFI 1** – Type D Lids - "MCDOT ATMS" lettering — answered 6/26.* ***RFI 2** – Radio Bridge Link - 83rd Ave & MC 85 / 83rd Ave & I-10 – answered 7/10.* ***RFI 3**- For traffic signal cabinet fiber optic conduit – answered 6/26.*			

Item	Description	Status	Due by	Action By
F. *Fa*	**SUBMITTALS** **Submittal Log -** *Attached. Please review and send an email for any corrections.*			
G. *Ga* *Gb* *Gc*	**CHANGE ORDERS** *CO 1 - Establish pavement and concrete replacement items – Signatures being obtained* *CO 2 – Pull box landscape slope wall – Signatures being obtained.* *CO 3 – 4 port switch change at 83rd Avenue – Awaiting a time estimate from CS.*			
H. *Ha*	**SURVEY** *No more needed at this time.*			
I. *Ia* *Ib* *Ic* *Id* *Ie* *If* *Ig* *Ih*	**COORDINATION (Contractors, Utilities, Other Agencies and Permits)** ***Utility:*** *Nothing new at this time* ***Permits / ROW:*** *ADOT permit – Received.* *UPRR permit – David Cross has permit.* *Avondale permit in place.* *Phoenix permit is in place.* ***MCDOT roadway permit project off site coordination (Jeff).*** ***Environmental / SWPPP –*** *Rock mulch – new sample will be available after CS' QC has obtained a passing result.*			
J. *Ja* *Jb* *Jc* *Jd*	**QUALITY CONTROL / QUALITY ASSURANCE** ***CERTS Needed*** *– Reminder to send certs as the material comes in.* *"Buy America" certs needed for materials with steel.* ***QC and QA Needs –*** *Rock Mulch - previous sampled failed gradation– A new sample will be available after CS' QC has obtained a passing result.*			
K. *Ka*	**OUTSTANDING ACTION ITEMS** *None at this time*			
L. *La*	**COMMUNITY RELATIONS** *No new information.*			
M. *Ma* *Mb* *Mc* *Md* *Me* *Mf* *Mg*	**OFFICE** *The following office related items were discussed:* ***Payment*** *– Pay Estimate cutoff 8/20/2015 for Pay Estimate No.6.* ***Payrolls*** *– All contractors are up to date on their payroll submittals. Fierro's final payroll was submitted and approved. B-Line needs to submit their final payroll. (Attached is a spreadsheet showing payroll status.).* ***Sub Contracts*** *– All submitted subcontracts have been approved.* ***DBE-*** *– The August audit is now open in the DBE System, so CS can enter their payment information.* *The FHWA 1391 EEO report will be to capture the hours worked for the last week of July 2015 for all contractors with contracts of $10,000 or more that work the last week of July.* *PB continues obtaining employee interviews.*			

Item	Description	Status	Due by	Action By
N. *Na* *Nb*	**PARTNERING** *Ok – going well.* *The project team met 11:30 at 111th Avenue. The Risk Matrix was discussed. Most of the risk factors have been successfully eliminated.*			
N. *Na* *Nb* *Nc*	**GENERAL COMMENTS** *Next weekly meeting tentatively on 8/11/2015. See partnering above.* *MCDOT traffic signals indicated that the advance loops for El Mirage have not be replaced – 2 6x6 loops (advance loops) westbound were hit by CS a while back. CS indicated the pull box was buried under dirt and not evident they were near. PB indicated this will need to be on the puchlist to be repaired regardless of who takes the cost. The cost will be worked out.* *CS will be requesting a bit more clarification for I-10 splice to the ADOT system.*			

MCDOT Representative: _____ Contractor: _____

Date: _____ Date: _____

From: Burt Neptune - MCDOTX
To: Kevin Smith
Cc: Bill Grimes - MCDOTX; Mohamed Naleeye - MCDOTX
Subject: Project TT409 Package A NOT APPROVED
Date: Friday, May 03, 2013 3:44:00 PM
Attachments: PMC TCP Submittal 31jan13.pdf
TCP TT409 Package A 5-3-2013.pdf

Kevin,

It was nice to meet you today. Thank you for send the plans for review. I have a few comments on
each sheet.

Also when you resubmit please fill out the submittal page that I have attached (the submittal needs
to be included
Each time you submit plans for review.

Regards,

Burt Neptune
2901 West Durango
Phoenix, Arizona 85009
Office 602.506.2901
Cell 602.527.6710
BurtNeptune@mail.maricopa.gov

TRAFFICADE SERVICE

TRAFFICADE SERVICE INC.
2533 W. HOLLY ST.
PHOENIX, AZ 85009
[602] 431-0911
FAX [602] 272-3705

NOT TO SCALE

LOCATION OF WORK: M.C.D.O.T.
CONTRACTOR: J. BANICKI CONSTRUCTION
PHONE #: 480-921-8016
FAX #: 480-921-9456
CONTACT PERSON: KEVIN SMITH AT J. BANICKI
DATE DRAWN: MAY 2, 2013 602-339-3002
DRAWN BY: DOONE BAKER
TIME: 24-HOUR SETUP
LOCATION #: JBAN1150
DATE OF WORK:
START TIME: 06:00 AM TO 6:00 PM
JOB#:
PERMIT#: TT409 PACKAGES A & B
INSPECTOR:

PLAN 1

PROJECT#: TT409

TCP NOT APPROVED

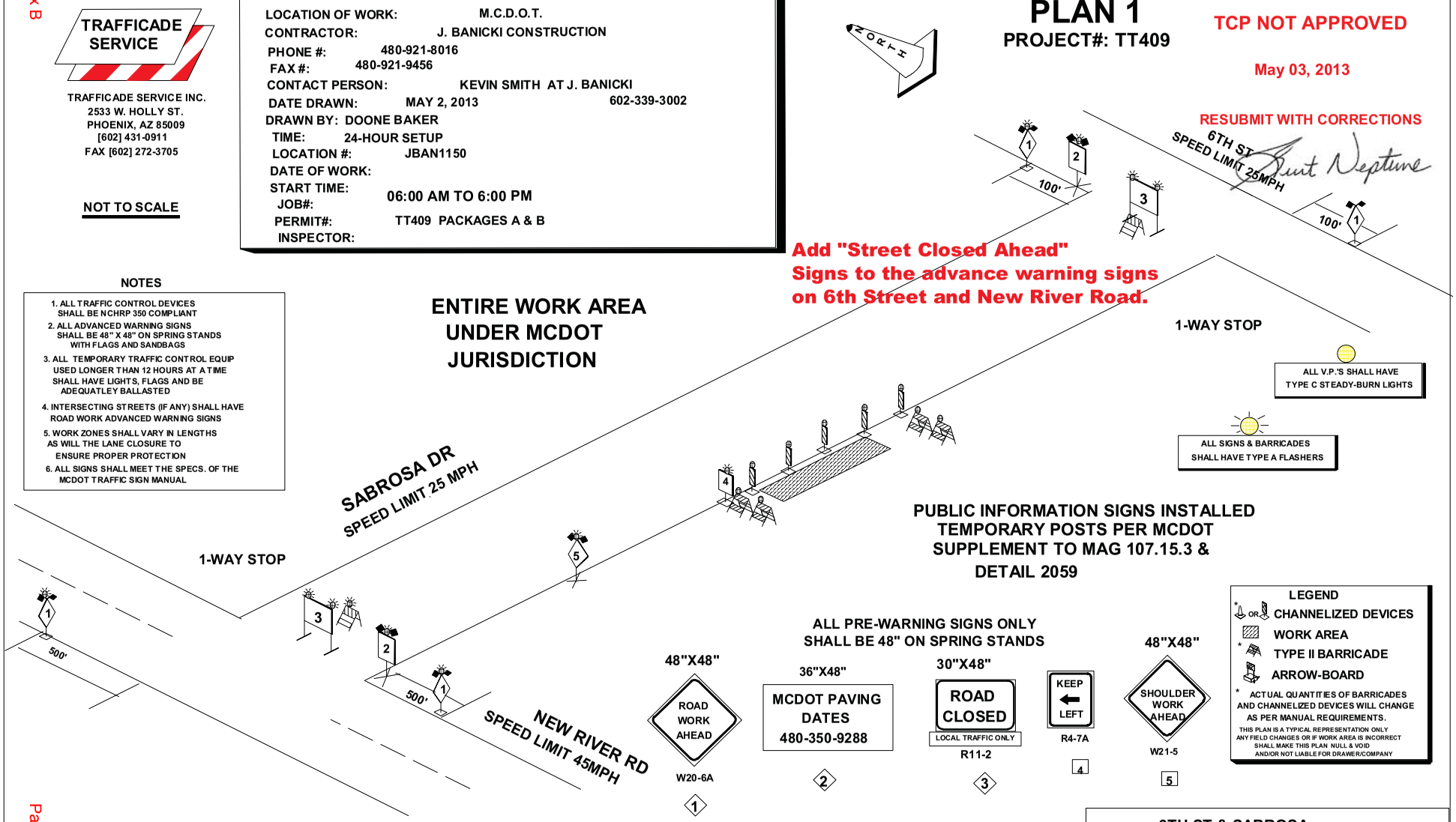
May 03, 2013

RESUBMIT WITH CORRECTIONS

Kurt Neptune

NOTES

1. ALL TRAFFIC CONTROL DEVICES SHALL BE NCHRP 350 COMPLIANT
2. ALL ADVANCED WARNING SIGNS SHALL BE 48" X 48" ON SPRING STANDS WITH FLAGS AND SANDBAGS
3. ALL TEMPORARY TRAFFIC CONTROL EQUIP USED LONGER THAN 12 HOURS AT A TIME SHALL HAVE LIGHTS, FLAGS AND BE ADEQUATLEY BALLASTED
4. INTERSECTING STREETS (IF ANY) SHALL HAVE ROAD WORK ADVANCED WARNING SIGNS
5. WORK ZONES SHALL VARY IN LENGTHS AS WILL THE LANE CLOSURE TO ENSURE PROPER PROTECTION
6. ALL SIGNS SHALL MEET THE SPECS. OF THE MCDOT TRAFFIC SIGN MANUAL



PLAN 2

PROJECT#: TT409

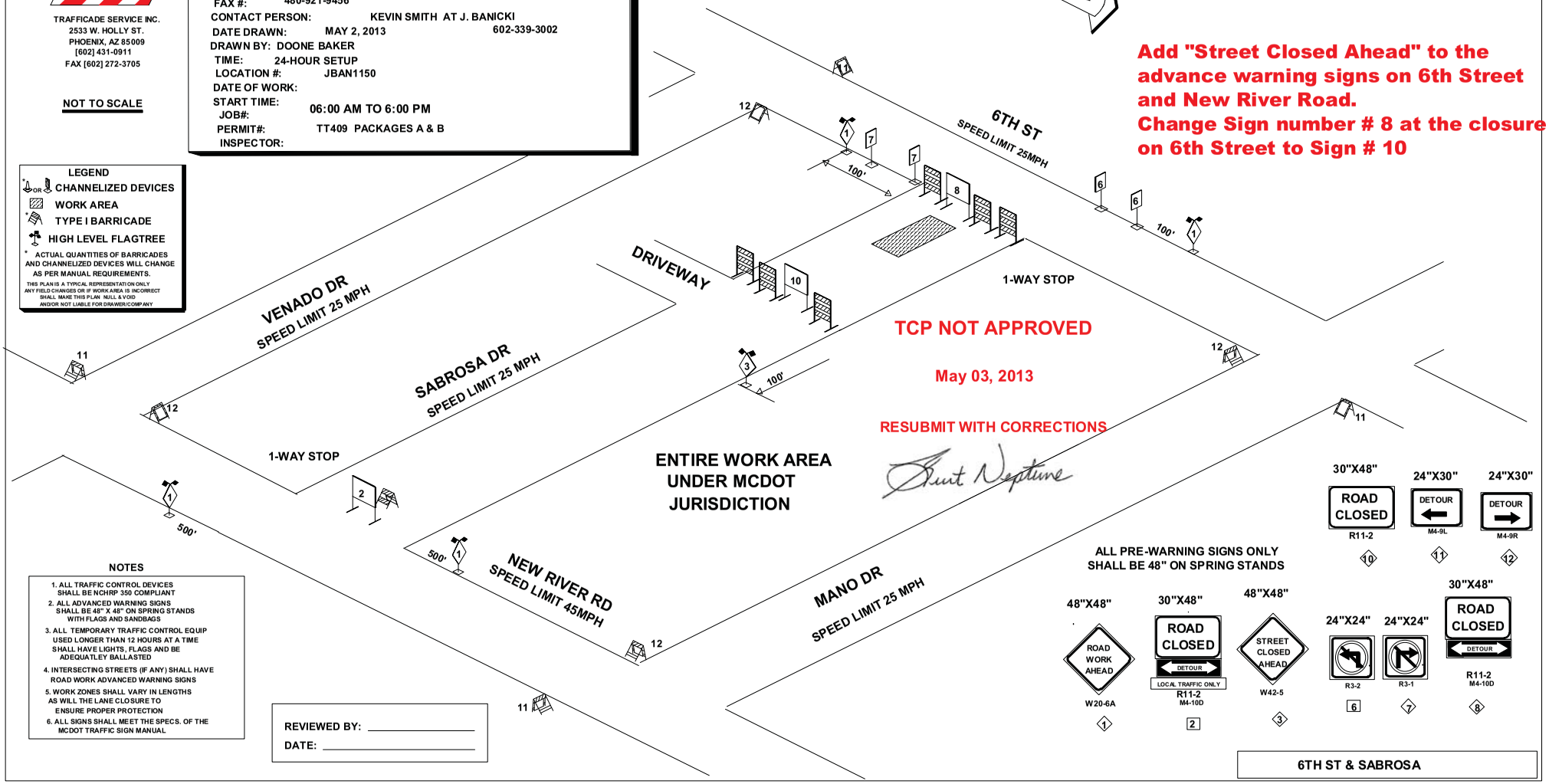
TRAFFICADE SERVICE

TRAFFICADE SERVICE INC.
2533 W. HOLLY ST.
PHOENIX, AZ 85009
[602] 431-0911
FAX [602] 272-3705

NOT TO SCALE

LOCATION OF WORK: M.C.D.O.T.
CONTRACTOR: J. BANICKI CONSTRUCTION
PHONE #: 480-921-8016
FAX #: 480-921-9456
CONTACT PERSON: KEVIN SMITH AT J. BANICKI
DATE DRAWN: MAY 2, 2013 602-339-3002
DRAWN BY: DOONE BAKER
TIME: 24-HOUR SETUP
LOCATION #: JBAN1150
DATE OF WORK:
START TIME:
JOB#: 06:00 AM TO 6:00 PM
PERMIT#: TT409 PACKAGES A & B
INSPECTOR:

Add "Street Closed Ahead" to the advance warning signs on 6th Street and New River Road.
Change Sign number # 8 at the closure on 6th Street to Sign # 10



LEGEND
- CHANNELIZED DEVICES
- WORK AREA
- TYPE I BARRICADE
- HIGH LEVEL FLAGTREE

* ACTUAL QUANTITIES OF BARRICADES AND CHANNELIZED DEVICES WILL CHANGE AS PER MANUAL REQUIREMENTS.

THIS PLAN IS A TYPICAL REPRESENTATION ONLY ANY FIELD CHANGES OR IF WORK AREA IS INCORRECT SHALL MAKE THIS PLAN NULL & VOID AND/OR NOT LIABLE FOR DRAWER/COMPANY

NOTES
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2. ALL ADVANCED WARNING SIGNS SHALL BE 48" X 48" ON SPRING STANDS WITH FLAGS AND SANDBAGS
3. ALL TEMPORARY TRAFFIC CONTROL EQUIP USED LONGER THAN 12 HOURS AT A TIME SHALL HAVE LIGHTS, FLAGS AND BE ADEQUATLEY BALLASTED
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5. WORK ZONES SHALL VARY IN LENGTHS AS WILL THE LANE CLOSURE TO ENSURE PROPER PROTECTION
6. ALL SIGNS SHALL MEET THE SPECS. OF THE MCDOT TRAFFIC SIGN MANUAL

REVIEWED BY: _____
DATE: _____

6TH ST & SABROSA

TRAFFICADE SERVICE

TRAFFICADE SERVICE INC.
2533 W. HOLLY ST.
PHOENIX, AZ 85009
[602] 431-0911
FAX [602] 272-3705

NOT TO SCALE

LOCATION OF WORK: M.C.D.O.T.
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PHONE #: 480-921-8016
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DRAWN BY: DOONE BAKER
TIME: 24-HOUR SETUP
LOCATION #: JBAN1150
DATE OF WORK:
START TIME: 06:00 AM TO 6:00 PM
JOB#:
PERMIT#: TT409 PACKAGES A & B
INSPECTOR:

PLAN 3

PROJECT#: TT409

NORTH

NEW RIVER RD
SPEED LIMIT 45MPH

500'

500'

1-WAY STOP

PERDIZ DR
SPEED LIMIT 25 MPH

1-WAY STOP

ENTIRE WORK AREA
UNDER MCDOT
JURISDICTION

TCP NOT APPROVED

May 03, 2013

RESUBMIT WITH CORRECTIONS

Kurt Neptune

Add "Street Closed Ahead" signs to the advance warning signs on New River Road. Perdiz Drive is a dead end use only Signs # 1 and # 2

ALL V.P.'S SHALL HAVE TYPE C STEADY-BURN LIGHTS

ALL SIGNS & BARRICADES SHALL HAVE TYPE A FLASHERS

PUBLIC INFORMATION SIGNS INSTALLED TEMPORARY POSTS PER MCDOT SUPPLEMENT TO MAG 107.15.3 & DETAIL 2059

ALL PRE-WARNING SIGNS ONLY SHALL BE 48" ON SPRING STANDS

48"X48"
ROAD WORK AHEAD
W20-6A
1

36"X48"
MCDOT PAVING DATES
480-350-9288
2

30"X48"
ROAD CLOSED
LOCAL TRAFFIC ONLY
R11-2
3

KEEP LEFT
R4-7A
4

48"X48"
SHOULDER WORK AHEAD
W21-5
5

LEGEND
* OR CHANNELIZED DEVICES
WORK AREA
* TYPE II BARRICADE
ARROW-BOARD
* ACTUAL QUANTITIES OF BARRICADES AND CHANNELIZED DEVICES WILL CHANGE AS PER MANUAL REQUIREMENTS.
THIS PLAN IS A TYPICAL REPRESENTATION ONLY ANY FIELD CHANGES OR IF WORK AREA IS INCORRECT SHALL MAKE THIS PLAN NULL & VOID AND/OR NOT LIABLE FOR DRAWER/COMPANY

NOTES

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3. ALL TEMPORARY TRAFFIC CONTROL EQUIP USED LONGER THAN 12 HOURS AT A TIME SHALL HAVE LIGHTS, FLAGS AND BE ADEQUATLEY BALLASTED
4. INTERSECTING STREETS (IF ANY) SHALL HAVE ROAD WORK ADVANCED WARNING SIGNS
5. WORK ZONES SHALL VARY IN LENGTHS AS WILL THE LANE CLOSURE TO ENSURE PROPER PROTECTION
6. ALL SIGNS SHALL MEET THE SPECS. OF THE MCDOT TRAFFIC SIGN MANUAL

PERDIZ DR & NEW RIVER RD

PLAN 4

PROJECT#: TT409

TRAFFICADE SERVICE

TRAFFICADE SERVICE INC.
2533 W. HOLLY ST.
PHOENIX, AZ 85009
[602] 431-0911
FAX [602] 272-3705

NOT TO SCALE

LOCATION OF WORK: M.C.D.O.T.
CONTRACTOR: J. BANICKI CONSTRUCTION
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6. ALL SIGNS SHALL MEET THE SPECS. OF THE MCDOT TRAFFIC SIGN MANUAL

ENTIRE WORK AREA UNDER MCDOT JURISDICTION

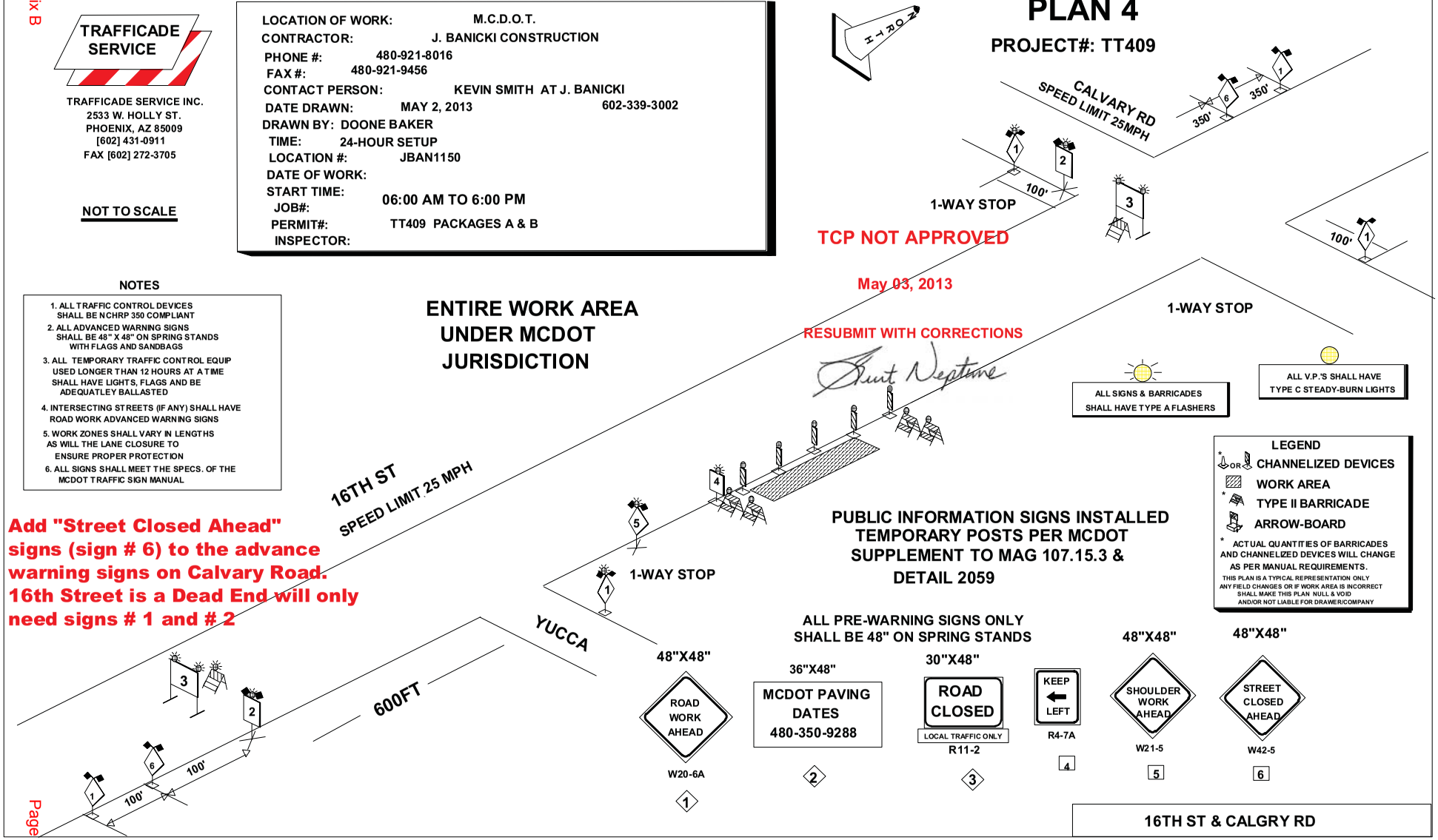
TCP NOT APPROVED

May 03, 2013

RESUBMIT WITH CORRECTIONS

Kurt Neptune

Add "Street Closed Ahead" signs (sign # 6) to the advance warning signs on Calvary Road. 16th Street is a Dead End will only need signs # 1 and # 2



ALL SIGNS & BARRICADES SHALL HAVE TYPE A FLASHERS

ALL V.P.'S SHALL HAVE TYPE C STEADY-BURN LIGHTS

LEGEND

- * OR CHANNELIZED DEVICES
- WORK AREA
- * TYPE II BARRICADE
- ARROW-BOARD

* ACTUAL QUANTITIES OF BARRICADES AND CHANNELIZED DEVICES WILL CHANGE AS PER MANUAL REQUIREMENTS.

THIS PLAN IS A TYPICAL REPRESENTATION ONLY ANY FIELD CHANGES OR IF WORK AREA IS INCORRECT SHALL MAKE THIS PLAN NULL & VOID AND/OR NOT LIABLE FOR DRAWER/COMPANY

PUBLIC INFORMATION SIGNS INSTALLED TEMPORARY POSTS PER MCDOT SUPPLEMENT TO MAG 107.15.3 & DETAIL 2059

ALL PRE-WARNING SIGNS ONLY SHALL BE 48" ON SPRING STANDS

1	2	3	4	5	6
48"X48"	36"X48"	30"X48"		48"X48"	48"X48"
ROAD WORK AHEAD	MCDOT PAVING DATES 480-350-9288	ROAD CLOSED / LOCAL TRAFFIC ONLY	KEEP ← LEFT	SHOULDER WORK AHEAD	STREET CLOSED AHEAD
W20-6A		R11-2	R4-7A	W21-5	W42-5

16TH ST & CALGRY RD

PLAN 5

PROJECT#: TT409

TRAFFICADE SERVICE

TRAFFICADE SERVICE INC.
2533 W. HOLLY ST.
PHOENIX, AZ 85009
[602] 431-0911
FAX [602] 272-3705

NOT TO SCALE

LOCATION OF WORK: M.C.D.O.T.
CONTRACTOR: J. BANICKI CONSTRUCTION
PHONE #: 480-921-8016
FAX #: 480-921-9456
CONTACT PERSON: KEVIN SMITH AT J. BANICKI
DATE DRAWN: MAY 2, 2013 602-339-3002
DRAWN BY: DOONE BAKER
TIME: 24-HOUR SETUP
LOCATION #: JBAN1150
DATE OF WORK:
START TIME: 06:00 AM TO 6:00 PM
JOB#:
PERMIT#: TT409 PACKAGES A & B
INSPECTOR:

NOTES

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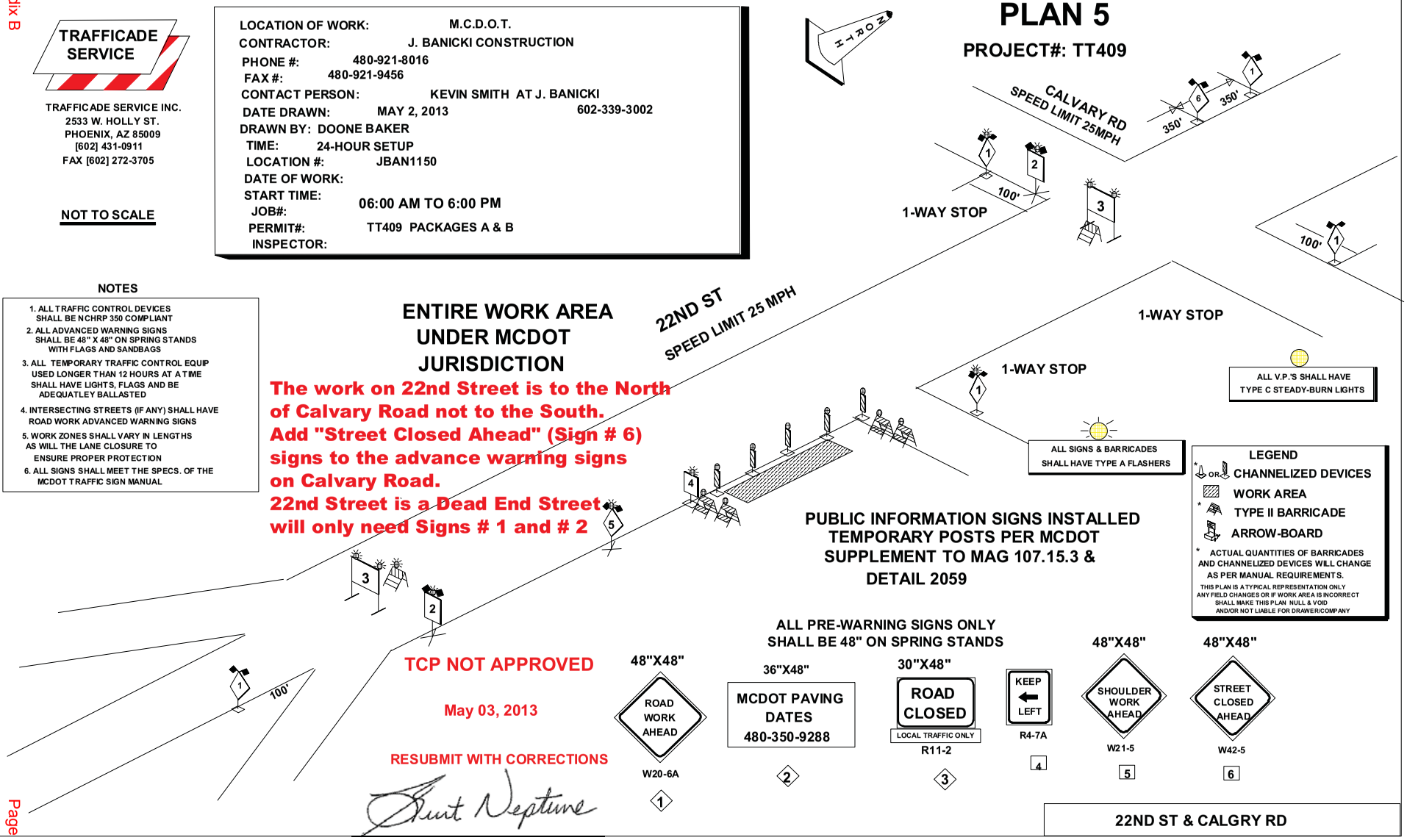
3. ALL TEMPORARY TRAFFIC CONTROL EQUIP USED LONGER THAN 12 HOURS AT A TIME SHALL HAVE LIGHTS, FLAGS AND BE ADEQUATLEY BALLASTED
4. INTERSECTING STREETS (IF ANY) SHALL HAVE ROAD WORK ADVANCED WARNING SIGNS
5. WORK ZONES SHALL VARY IN LENGTHS AS WILL THE LANE CLOSURE TO ENSURE PROPER PROTECTION
6. ALL SIGNS SHALL MEET THE SPECS. OF THE MCDOT TRAFFIC SIGN MANUAL



ENTIRE WORK AREA UNDER MCDOT JURISDICTION

The work on 22nd Street is to the North of Calvary Road not to the South. Add "Street Closed Ahead" (Sign # 6) signs to the advance warning signs on Calvary Road. 22nd Street is a Dead End Street will only need Signs # 1 and # 2

PUBLIC INFORMATION SIGNS INSTALLED TEMPORARY POSTS PER MCDOT SUPPLEMENT TO MAG 107.15.3 & DETAIL 2059

ALL PRE-WARNING SIGNS ONLY SHALL BE 48" ON SPRING STANDS

TCP NOT APPROVED

May 03, 2013

RESUBMIT WITH CORRECTIONS

Kurt Neptune

From: Burt Neptune - MCDOTX
To: Kevin Smith; Mohamed Naleeye - MCDOTX
Cc: Bill Grimes - MCDOTX
Subject: Project TT409, Package A APPROVED TRAFFIC CONTROL PLANS
Date: Thursday, May 09, 2013 8:30:00 AM
Attachments: TCP TT409 Package A 5-8-2013.pdf

Good Morning Kevin,

Attached are the approved Traffic Control Plans for TT409 Package A. During the paving operation
we need additional traffic control plans. The first one will apply to all roads and the second one only
the roads named.

1. A flagging operation will need to be used to ensure that traffic is able to move around the paving train, to keep residents from driving over the matt to soon, and to allow the trucks hauling asphalt in and out safely.
2. When you are paving Sabrosa Drive and Perdiz Drive you will need to have two officers with
vehicles on New River Road.

Burt Neptune
2901 West Durango
Phoenix, Arizona 85009
Office 602.506.2901
Cell 602.527.6710
BurtNeptune@mail.maricopa.gov

TRAFFIC CONTROL PLAN SUBMITTAL FORM
Maricopa County Department of Transportation
Project Management & Construction
2901 W. Durango Street Phoenix, Arizona 85009

Burt Neptune
Telephone (602) 506-2901
Facsimile (602) 506-3939
burtneptune@mail.maricopa.gov
cc: billgrimes@mail.maricopa.gov

Check One
☐ First Review
☒ Re-submittal

MCDOT Approval

TCP APPROVED
FOR MCDOT ROW
May 08, 2013
Burt Neptune

PLEASE PROVIDE THE FOLLOWING INFORMATION

MCDOT Project Number: TT409 Date: 5/3/2013 Page 1 of: 6

Work Location: 6TH ST & NEW RIVER RD - VARIOUS LOCATIONS

Main Cross Roads: NEW RIVER RD & 6TH ST

Direction(s) Affected: W/B☒E/B☒N/B☒S/B☒Full Road Closure☐Special Event☐

Contractor: JBANICKI CONSTRUCTION

On-site Contact Name: KEN SMITH Phone #: (602) 339-3002

24 Hour Contact Name: KEN SMITH Phone #: (602) 399-3002

Telephone Number: (480) 921-8016 Email: KSmith@banicki.com

Barricade Company: TRAFFICADE

24 Hour Contact Name: PAT LYNCH OR DISPATCH Phone #: (602) 431-0911

Telephone Number: (602) 431-0911 Email: lynch@trafficade.com

Work Start Date: 5/8/2013 Work End Date: 5/31/2013

MCDOT PM&C General Notes:

1) The contractor shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), the Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction and the Maricopa County Department of Transportation Supplement to the Maricopa Association of Governments (MAG) Uniform Standard Specifications' and Details for Public Works Construction.
2) The MCDOT Project Engineer or his/her representative has the authority to initiate field changes to assure public safety.
3) The Traffic Control Plan (TCP) shall include a detailed site plan showing existing signing, existing striping, posted speed limits, road names, required traffic control devices, detours, tapers, pedestrian walkways, bike lanes, driveways/accesses, parking, construction fences, roadway jurisdictions and project phase of work with all dimensions.
4) Indicate on the TCP the duration of the construction work dates, hours, drawing #, MCDOT Project # & phase of work.
5) Ten (10) working days notice is required for all Traffic Control Plan approvals.

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START TIME: 06:00 AM TO 6:00 PM
JOB#:
PERMIT#: TT409 PACKAGES A & B
INSPECTOR:

PLAN 1

PROJECT#: TT409

TCP APPROVED
FOR MCDOT ROW
May 08, 2013

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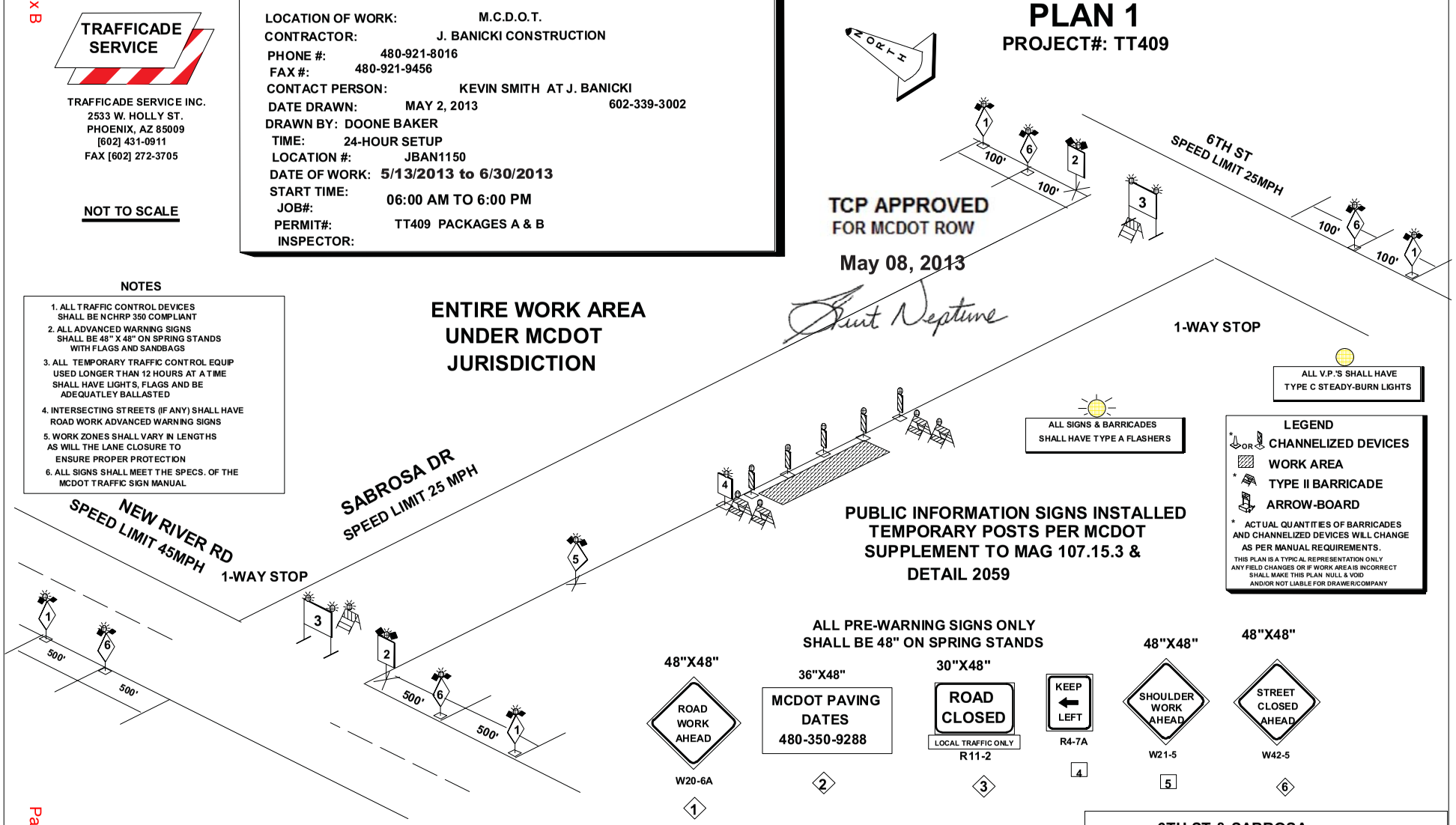
ENTIRE WORK AREA
UNDER MCDOT
JURISDICTION



ALL V.P.'S SHALL HAVE TYPE C STEADY-BURN LIGHTS

ALL SIGNS & BARRICADES SHALL HAVE TYPE A FLASHERS

LEGEND
CHANNELIZED DEVICES
WORK AREA
TYPE II BARRICADE
ARROW-BOARD
* ACTUAL QUANTITIES OF BARRICADES AND CHANNELIZED DEVICES WILL CHANGE AS PER MANUAL REQUIREMENTS.
THIS PLAN IS A TYPICAL REPRESENTATION ONLY ANY FIELD CHANGES OR IF WORK AREA IS INCORRECT SHALL MAKE THIS PLAN NULL & VOID AND/OR NOT LIABLE FOR DRAWER/COMPANY

PUBLIC INFORMATION SIGNS INSTALLED TEMPORARY POSTS PER MCDOT SUPPLEMENT TO MAG 107.15.3 & DETAIL 2059

ALL PRE-WARNING SIGNS ONLY SHALL BE 48" ON SPRING STANDS

48"X48" ROAD WORK AHEAD W20-6A (1)

36"X48" MCDOT PAVING DATES 480-350-9288 (2)

30"X48" ROAD CLOSED LOCAL TRAFFIC ONLY R11-2 (3)

KEEP LEFT R4-7A (4)

48"X48" SHOULDER WORK AHEAD W21-5 (5)

48"X48" STREET CLOSED AHEAD W42-5 (6)

6TH ST & SABROSA

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INSPECTOR:

PLAN 2

PROJECT#: TT409

TCP APPROVED
FOR MCDOT ROW

May 08, 2013

Kurt Neptune

LEGEND
- CHANNELIZED DEVICES
- WORK AREA
- TYPE I BARRICADE
- HIGH LEVEL FLAGTREE

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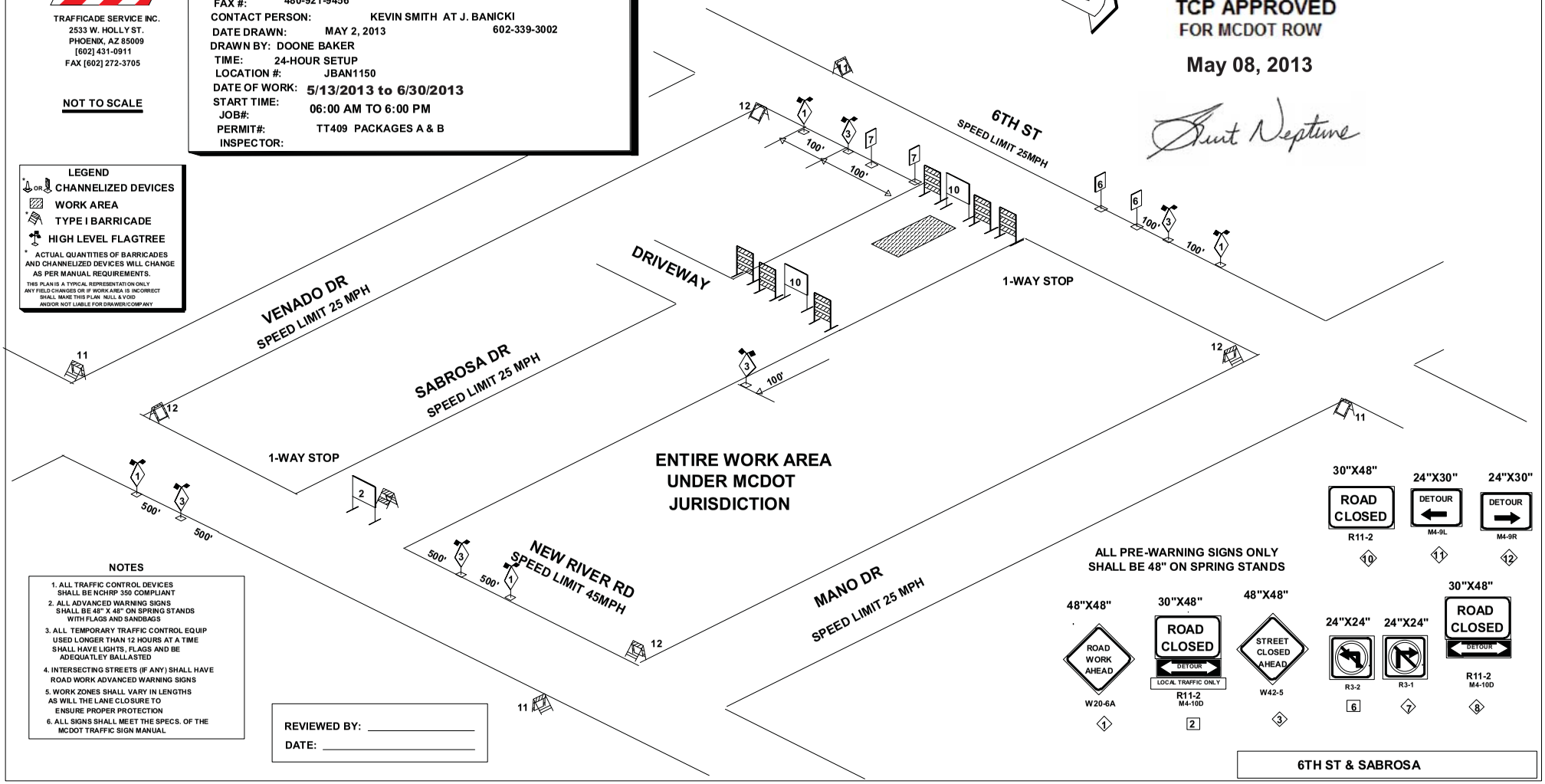

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REVIEWED BY: _____
DATE: _____

6TH ST & SABROSA

PLAN 3

PROJECT#: TT409

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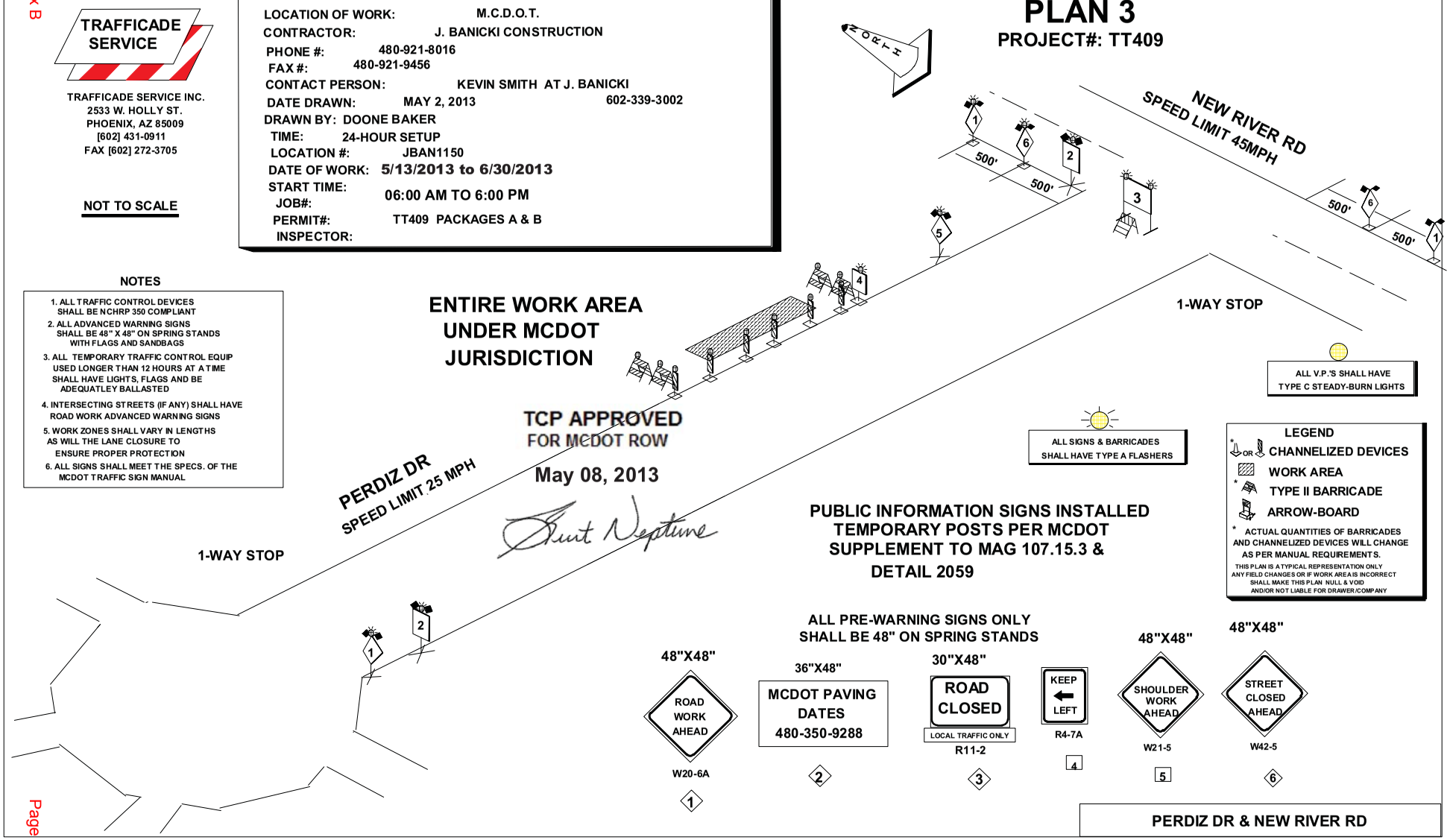

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INSPECTOR:

PLAN 4

PROJECT#: TT409

TCP APPROVED
FOR MCDOT ROW
May 08, 2013

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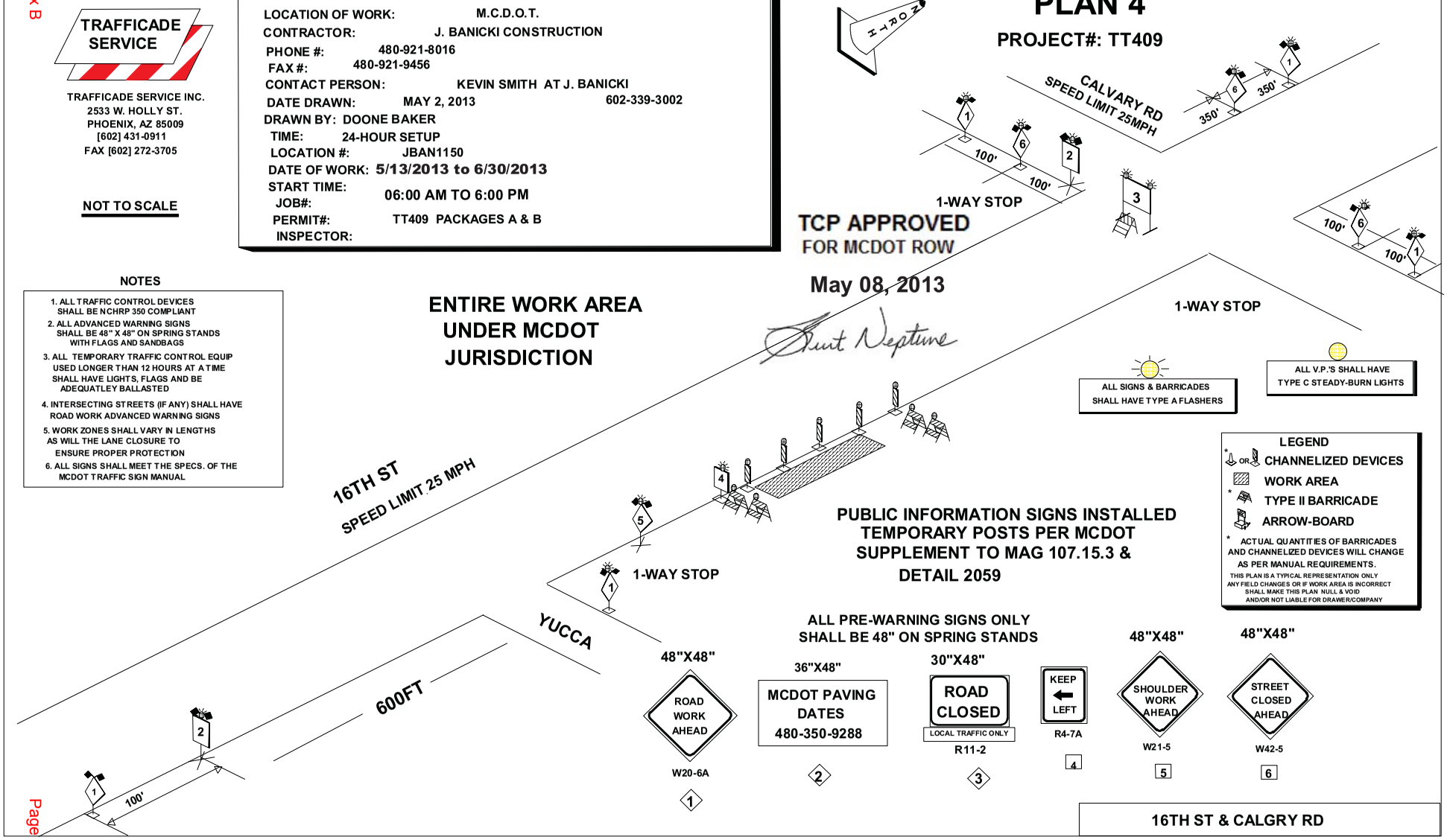

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PUBLIC INFORMATION SIGNS INSTALLED TEMPORARY POSTS PER MCDOT SUPPLEMENT TO MAG 107.15.3 & DETAIL 2059

LEGEND

- * OR CHANNELIZED DEVICES
- WORK AREA
- * TYPE II BARRICADE
- ARROW-BOARD

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ROAD WORK AHEAD	MCDOT PAVING DATES 480-350-9288	ROAD CLOSED / LOCAL TRAFFIC ONLY	KEEP ← LEFT	SHOULDER WORK AHEAD	STREET CLOSED AHEAD
W20-6A		R11-2	R4-7A	W21-5	W42-5
1	2	3	4	5	6

16TH ST & CALGRY RD

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INSPECTOR:

PLAN 5

PROJECT#: TT409

TCP APPROVED
FOR MCDOT ROW
May 08, 2013

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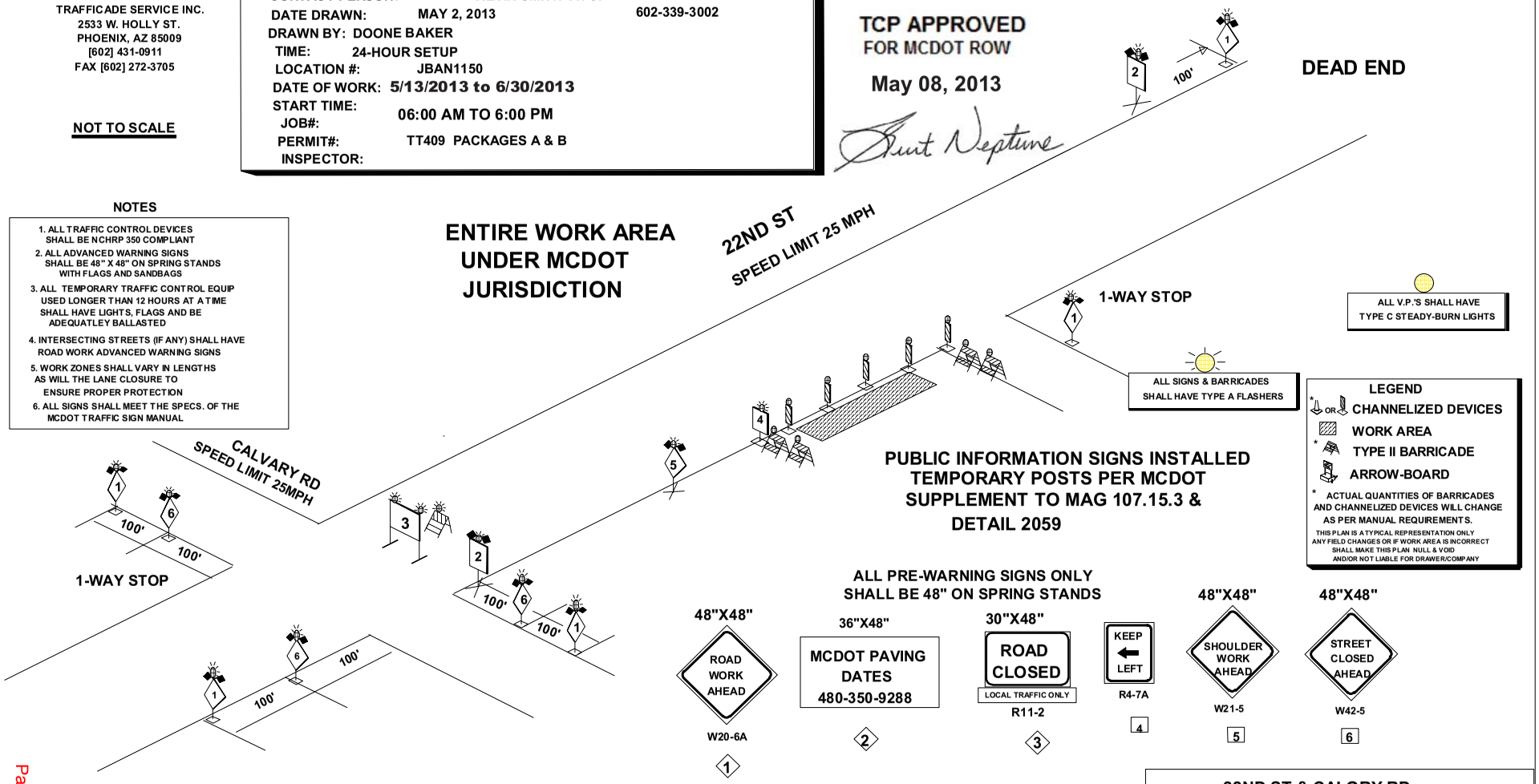

22ND ST & CALGRY RD

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

DAILY WORK AND QUANTITY DOCUMENTATION

Diary No: 52

Diary ID: 120626-HSF-52

Name:	Steve Favela	Day of Week:	Tuesday
Date:	06/26/12	Shift:	Day
Project No:	TT195	Weather:	Hot Clear
Project Name:	Northern Parkway - Sarival Avenue to Dysart Road	Avg Temp:	100-110
Client Name:	MCDOT	Hours Worked:	8

Item No: 1 Embankment Fill

Item ID No: 205.01150 Roadway Excavation

Item Spec: 203 Earthwork

There are no Payments associated with this Item No.

Equipment related to Diary Item No: 1

Track #	Equip #	Make and Model	Contractor / Subcontractor	Work Description	Hours
1	338	CAT 631E Scraper	Lawrence Construction	Channel Exc & Embankment Fill	8
2	LC340	Cat 631E Scraper	Lawrence Construction	Channel Exc & Embankment Fill	8
3	343	631E Scraper	Lawrence Construction	Channel Exc & Embankment Fill	8
4	346	CAT 631E Scraper	Lawrence Construction	Channel Exc & Embankment Fill	8
5	410	John Deere 9400 Tractor	Lawrence Construction	Embankment Fill Process	8
6	E115390	Mega 8000 Waterpool	Lawrence Construction	Embankment Fill Moist, Dust Control & Comp	8
7	107	Cat 14H Blade	Lawrence Construction	Embankment Fill Process & Grade	8
8	323	CAT 775D Rock Truck	Lawrence Construction	Embankment Fill	8
9	326	CAT 773D Rock Truck	Lawrence Construction	Embankment Fill	8
10	328	CAT 773D Rock Truck	Lawrence Construction	Embankment Fill	8
11	329	CAT 773D Rock Truck	Lawrence Construction	Embankment Fill	8
12	330	CAT 773D Rock Truck	Lawrence Construction	Embankment Fill	8
13	332	CAT 773D Rock Truck	Lawrence Construction	Embankment Fill	8
14	1124	Cat 825 Sheepsfoot Soil Compactor	Lawrence Construction	Embankment Fill Compaction	8
15	LC215	Cat D9R Dozer	Lawrence Construction	Embankment Fill Process & Grade	8
16	343	631E Scraper	Lawrence Construction	Embankment Fill Moist, Dust Control & Comp	8
17	108	JD 872D Blade	Lawrence Construction	Embankment Fill Process & Grade	8
18	380838	International Harvester 7400 Watertruck	Lawrence Construction	Embankment Fill Moist, Dust Control	8

Labor related to Diary Item No: 1

Track #	Contractor / Subcontractor	Classification	Work Description	# Workers	Hours
1	Lawrence Construction	Equipment Operator	Channel Exc, Emb Fill, Moist. Dust Cont & Comp	18	8
2	Lawrence Construction	Grade Checker	Embankment Fill Grade	1	8

Description of Work Activities:

A) Embankment Fill @ BNSF from STA# 214+00 to 222+00 & STA#205+00 to 209+00
1) Embankment fill used form east sjde of Channel E Exc & Daniels EA.
2) CAT 631E scrapers & rock trucks were used to place fill.
3) Tractor with disc & CAT D9 dozer were used to process embankment fill.
4) CAT 825C sheepsfoot roller & scrapers were used for embankment fill compaction.
5) Waterpool was used to add moisture and for dust control.
6) Density Test Info - Used Northern Parkway CL for station, offset & elev.
a) Performed two density test using Proctor# S-7575 with Max Density of 120.7 optimum moisture of 12.4% - Proctor# S-7572 with Max Density of 117..5 optimum moisture of 12.8% & Proctor # S-7572 with a Max Density of 117.5 optimum moisture of 12.5%.
b) Test #1 - WB STA# 208+15 / 35'Lt / 1120.0 - DD 122.2 / M% 9.0 / Comp 95%
c) Test #2 - EB STA# 208+00 / 25'Rt / 1120.0 - DD 116.0 / M% 13.0 / Comp 99%
d) Test #3 - WB STA# 218+10 / 25'Lt / 1118.0 - DD 120.6 / M%8.6 / Comp 95%
e) Test #4 - EB STA# 218+50 / 10'Rt / 1118.0 - DD 124.3 / M% 6.3 / Comp 99%
7) Density tests met or exceeded min spec requirement of 95%

Signature: Steve Favela

Checked By: Date:

Office sign off (for quantities): Date:

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

DAILY WORK AND QUANTITY DOCUMENTATION

Diary No: 52 con't

Diary ID: 120626-HSF-52

Name:	Steve Favela	Day of Week:	Tuesday
Date:	06/26/12	Shift:	Day
Project No:	TT195	Weather:	Hot Clear
Project Name:	Northern Parkway - Sarival Avenue to Dysart Road	Avg Temp:	100-110
Client Name:	MCDOT	Hours Worked:	8

Nuclear Density Tests

No	Test ID	Description #1	Decription #2	Proctor	Max Den	Opt Moist	SPG	Per Rock	Corr Max	Corr Moist	Wet Den	% Moist	Dry Den	Comp
1	EM	Embankment	WB STA# 218+00/25'Lt/1118.0	S-7177	122.9	10.9	2.650	0	122.9	10.9	131.0	8.6	121	98.1
2	EM	Embankment	EB STA# 218+50/10'Rt/1117.3	S-7177	122.9	10.9	2.650	0	122.9	10.9	132.3	6.3	124	101.3
3	EM	Embankment	WB STA# 208+15/35'Lt/1120.0	S-7573	127.9	8.8	2.650	0	127.9	8.8	133.0	9.0	122	95.4
4	EM	Embankment	EB STA# 208+00/25'Rt/1120.0	S-7572	117.5	12.8	2.650	0	117.5	12.8	131.0	13.0	116	98.7

Soil Samples

No	Type of Test	Description 1	Description 2	Ref Line	Station	Offset	Elev
1	EM	BNSF Embankment	Within top 3'	C/L	240+00	5' Rt.	

Item No: 2 Concrete Placement Sidewalk

Item ID No: 601.10-ST STRUCTURE #10

Item Spec:

There are no Payments associated with this Item No.

Equipment related to Diary Item No: 2

Track #	Equip #	Make and Model	Contractor / Subcontractor	Work Description	Hours
19	F1	Foreman Truck	Lawrence Construction	Concrete Placement	8
20	Air1	Air Compressor	Lawrence Construction	Concrete Placement	8

Labor related to Diary Item No: 2

Track #	Contractor / Subcontractor	Classification	Work Description	# Workers	Hours
3	Lawrence Construction	Foreman	Concrete Placement	1	8
4	Lawrence Construction	Labor (General)	Concrete Placement	2	8

Description of Work Activities:

1) Inspect concrete placement for sidewalk, Price Rd, at C&G 244 & bulls nose C&G #241.
A) Concrete is from Arizona Materials, 43rd Ave plant, Mix #14030. 8 CY scheduled.
B) Concrete placed directly from truck chute into form.
C) Sampled concrete 1 time for slump & temps.
D) Dave Smith (AECOM) was present for ADOT.
E) Met with Dave Smith to perform checklist. No def's noted.

Concrete Tests

No	Sample Time	Load No	Ticket No	Air Temp	Conc Temp	Slump	% Air	Cyls Made? (Y/N)	No of Cyls Made?	Comments
1	9:00 AM	08:30	125689	85	76	3.5"	NA	Y	2	

Signature:

Checked By: **Date:**

Office sign off (for quantities): **Date:**

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

DAILY WORK AND QUANTITY DOCUMENTATION

Diary No: 52 con't

Diary ID: 120626-HSF-52

Name:	Steve Favela	Day of Week:	Tuesday
Date:	06/26/12	Shift:	Day
Project No:	TT195	Weather:	Hot Clear
Project Name:	Northern Parkway - Sarival Avenue to Dysart Road	Avg Temp:	100-110
Client Name:	MCDOT	Hours Worked:	8

Summary of Tests and Samples taken today:

No. of Conc Samples Tested	No. of Soil Densities Taken (Nuclear)	No. of Soil Densities Taken (Sand Cone)	No. of Soil Samples Taken	No. of Asphalt Densities Taken	No. of Asphalt Samples Taken	No. of Asphalt/PCCP Cores Drilled
1	4	0	1	0	0	0

Signature: Steve Favela

Checked By: Date:

Office sign off (for quantities): Date:

Maricopa County
Department Of Transportation

2901 West Durango Street
Phoenix, Arizona 85009
www.maricopa.gov

December 16, 2014

Travis Legare
Project Manager
Ames Construction, Inc.
8333 E Hartford Drive
Scottsdale, AZ 85255

SUBJECT: **WARNING LETTER**
Payroll Submittal Status – November 2014
Work Order No. TT369
No. Parkway Overpasses – Reems/Litchfield

Dear Mr. Legare:

As of December 15, 2014, the certified payrolls on the attached spreadsheet have not been submitted for the month of November 2014. Per Section 109.06(C) of the Special Provisions, MCDOT will retain $2,500.00 from the upcoming monthly progress payment for each payroll not submitted within 10 days of this notification. Based on the attached spreadsheet, $5,00.00 will be retained on the next progress payment. This amount may be reduced provided the necessary payrolls are submitted to our office no later than December 29, 2014.

Once retention has been made, for each payroll that is completed and corrected within 90 days from this notification, MCDOT will release the $2,500.00. For each payroll that is not acceptable after this 90-day time frame, MCDOT will only release $2,000.00 of the $2,500.00 retained.

If you have any questions please call Katherine Aragon at 480-236-6004.

Respectfully submitted,

Carlos R. Lara, P.E.
Senior Resident Engineer
Tristar Engineering and Management

CC: 130

Unacceptable/Outstanding Payrolls

NORTHERN PARKWAY OVERPASSES

CC:130

Report Date: 12/16/2014
Project No: TT369
Tracs No.: SZ04701C
Org No.

Contractor Name: ARIZONA HEAT CONTRACTING
Contractor's Address:
City, State, Zip:

Contractors Name	Payroll No.	Week Ending	AMES: Received date in LCP Tracker	AMES: Rejected in LCP Tracker date	AMES: Notification Letter	AMES: Accepted?	TRISTAR: Date Accepted by Tristar			TRISTAR: Accepted?	Potential Withholding Amount	Actual Withholding Amount	90 Days	$500.00 Liquidated Damages	Interview
ARIZONA HEAT CONTRACTING	1	10/22/14	11/21/14		11/17/14	x	12/01/14				$ -	$ -	02/15/15	$ -	0
	2	10/29/14	11/21/14		11/17/14	x	12/01/14				$ -	$ -	02/15/15	$ -	0
START 10/16/14	3	11/05/14	11/21/14		11/17/14	x	12/01/14				$ -	$ -	02/15/15	$ -	0
COMPLETION	4	11/12/14	11/21/14			x	12/01/14				$ -	$ -	N/A	$ -	0
BENEFIT - cash	5	11/19/14			12/16/14						$ 2,500.00	$ -	03/16/15	$ -	0
	6	11/26/14			12/16/14						$ 2,500.00	$ -	03/16/15	$ -	0
	7	12/03/14									$ -	$ -	N/A	$ -	0
	8	12/10/14									$ -	$ -	N/A	$ -	0
	9	12/17/14									$ -	$ -	N/A	$ -	0
	10	12/24/14									$ -	$ -	N/A	$ -	0
	11	12/31/14									$ -	$ -	N/A	$ -	0
	12	01/07/15									$ -	$ -	N/A	$ -	0
	13	01/14/15									$ -	$ -	N/A	$ -	0
	14	01/21/15									$ -	$ -	N/A	$ -	0
	15	01/28/15									$ -	$ -	N/A	$ -	0
	16	02/04/15									$ -	$ -	N/A	$ -	0
	17	02/11/15									$ -	$ -	N/A	$ -	0
	18	02/18/15									$ -	$ -	N/A	$ -	0
	19	02/25/15									$ -	$ -	N/A	$ -	0
	20	03/04/15									$ -	$ -	N/A	$ -	0
									Total		$ 5,000.00			TOTAL	0

Maricopa County
Department Of Transportation

2901 West Durango Street
Phoenix, Arizona 85009
www.maricopa.gov

April 25, 2013

Jennifer Moyzes
Lawrence Construction Co.
DBA LCCO Const.
1301 West Watkins St
Phoenix, AZ 85007

RE: MCDOT Project # STP-MMA-0(034) X
Northern Parkway – Sarival Ave to Dysart RD.

Subj: **Retention Letter**
Payroll Submittal Status – thru March 2013

Dear Mrs. Moyzes

As of April 26, 2013, the certified payrolls shown on the attached spreadsheet are delinquent or unacceptable through March 2013. Per Section 109.06(C) of the Special Provisions, MCDOT will retain $2,500.00 from the upcoming monthly progress payment for each payroll not submitted within 10 days of this notification. Based on the attached spreadsheet, $5,000.00 will be retained on the upcoming monthly progress payment.

Once a retention has been made, for each payroll that is completed and corrected within 90 days from this notification, MCDOT will release the $2,500.00. For each payroll that is not acceptable after this 90-day time frame, MCDOT will only release $2,000.00 of the $2,500.00 retained.

If you have any questions please call me at 623-204-9126.

Sincerely,

John Smith
Senior Resident Engineer
ABC Consulting

CC: 130

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
PROGRESS REPORT ESTIMATE

Estimate No 2 — Date: 6/26/2012

Project Intersection Improvement at Meeker Blvd and Wilson Way — Work Order No: TT357

Date Started 4/2/2012 — Date Completed:

Contractor : Contractors West, Inc. — Address: 1830 West Broadway Road, Mesa, Arizona 85202

Percent Complete: 98% — Contractual Completion Date: 05/31/12

JOB NUMBER: TT357
ACTIVITY CODE: RDCS
OBJECT CODE: 940-57
CREW: 4000
LOW ORG: 9140

MCDOT Accounting Only
C-91-10-167-5-00
2009-051

See Attached

MCDOT
Proofed
Checked

TOTAL EARNED BY CONTRACTOR	$292,851.90
LESS 0 % RETAINED/ESCROW	$0.00
NET AMOUNT DUE CONTRACTOR	$292,851.90

DEDUCT PREVIOUS PAYMENTS	$256,430.02
OTHER DEDUCTIONS	$0.00
TOTAL DEDUCTIONS	$256,430.02

AMOUNT TO BE PAID THIS ESTIMATE **$36,421.88**

The undersigned Contractor certifies that the work covered by this application for payment has been completed in accordance with the Contract Documents, and, pursuant to A.R.S. 34-221, the Contractor has applied the proceeds of previous payments to pay all subcontractors and material suppliers then due and owing.

Prepared by _____ Date _____
Owner's Representative

Contractor _____ Date _____
Contractors West, Inc.

Submited by _____ Date _____
Construction Engineer

Approved By _____ Date _____
Division Manager, Project Management & Construction

Pay Estimate

MONTHLY PROGRESS ESTIMATE					PAY ESTIMATE #	2					
					DATE:	6/26/2012					
PROJECT:	**Intersection Improvement at Meeker Blvd and Wilson Way**										
Owner:	Maricopa County Department Of Transportation				MCDOT W.O. #	TT357					
Contractor :	Contractors West, Inc.										
Prepared by :	ABC Consulting										
					Contract time:	60	Days				
					N.T.P.	4/1/2012					

Bid Item	Item Description	Est. Quant.	Unit	Unit Price ($)	Contract Amount ($)	Prev Qty	This Est. Qty	To Date Quantity	This Estim. ($)	To Date Total ($)	% Compl.
107.01501	Community Relations Support	1	ALLOW	$ 5,000.00	$5,000.00	0.25	0.04	0.29	$187.90	$1,430.27	29%
301.01000	Subgrade Preparation (includes	475.1	SY	$ 103.50	$49,174.00	515.26		515.26	$0.00	$53,329.41	108%
310.03255	Aggregate Base Course, 10" Th	295	Ton	$ 29.50	$8,707.42	222.37		222.37	$0.00	$6,559.92	75%
321.01200	Asphalt Conc Pvmt. (Superpave	62	Ton	$ 221.00	$13,605.50	81.88		81.88	$0.00	$18,095.48	133%
321.01300	Asphalt Conc Pvmt. (Superpave	92	Ton	$ 227.00	$20,962.32	86.04		86.04	$0.00	$19,531.08	93%
329.01000	Bituminous Tack Coat SS-1h, D	0.16	Ton	$ 239.00	$37.93	0.00		0.00	$0.00	$0.00	0%
340.01110	Vert Curb & Gutter, MAG Det 22	677	LF	$ 23.75	$16,078.75	910.00		910.00	$0.00	$21,612.50	134%
340.01160	Single Curb, MAG Det. 222, Typ	30	LF	$ 23.75	$712.50	0.00		0.00	$0.00	$0.00	0%
340.01210	Concrete Sidewalk, MAG Det 2	300	SF	$ 3.55	$1,065.00	274.00		274.00	$0.00	$972.70	91%
340.01311	Sidewalk Ramp, Detail 2031-A	2	EA	$ 1,789.00	$3,578.00	4.00		4.00	$0.00	$7,156.00	200%
340.01323	Curb Ramp, Type C, MAG	2	EA	$ 1,825.00	$3,650.00	0.00		0.00	$0.00	$0.00	0%
340.01145	Valley Gutter, MAG Det. 240	690	SF	$ 9.50	$6,555.00	574.68		574.68	$0.00	$5,459.46	83%
340.04220	Concrete Median Paving, 4" Thi	24	SF	$ 3.85	$92.40	0.00	10.14	10.14	$39.04	$39.04	42%
345.01200	Adjust Water Valve Box & Cove	2	EACH	$ 639.00	$1,278.00	2.00		2.00	$0.00	$1,278.00	100%
350.01825	Remove Existing Concrete: Sin	668	LF	$ 9.45	$6,312.60	566.00		566.00	$0.00	$5,348.70	85%
350.01900	Remove Existing Sidewalk	780	SF	$ 3.55	$2,769.00	492.00		492.00	$0.00	$1,746.60	63%
350.01901	Remove Driveway Sidewalk	1041	SF	$ 3.65	$3,799.65	750.00		750.00	$0.00	$2,737.50	72%
350.02000	Remove Driveway Pavement	1465	SF	$ 3.65	$5,347.25	1330.00		1330.00	$0.00	$4,854.50	91%
350.02250	Remove Concrete Slab	15	SF	$ 3.65	$54.75	1.00	5.00	6.00	$18.25	$21.90	40%
350.04002	Remove Pull Box	1	EA	$ 67.50	$67.50	1.00		1.00	$0.00	$67.50	100%
351.01700	Relocate Electric Box and Cove	1	EA	$ 500.00	$500.00	1.00		1.00	$0.00	$500.00	100%
351.01900	Relocate Parking Lot Light	1	EA	$ 2,500.00	$2,500.00	1.00		1.00	$0.00	$2,500.00	100%
401.01000	Traffic Control	1	ALLOW	$ 30,000.00	$30,000.00	0.62	0.78	1.41	$23,547.87	$42,286.03	141%
401.01100	Uniformed Off-Duty Officer	1	ALLOW	$ 10,000.00	$10,000.00	0.00	0.04	0.04	$410.60	$410.60	4%
430.30000	Decomposed Granite, 2" Thick	116	SY	$ 8.00	$930.67	259.50		259.50	$0.00	$2,076.00	223%
430.50000	Landscape/Irrigation	1	ALLOW	$ 15,000.00	$15,000.00	0.45	0.62	1.07	$9,359.62	$16,102.59	107%
460.01100	Remove Painted Symbol - (Sing	4	EA	$ 53.00	$212.00	0.00	2.00	2.00	$106.00	$106.00	50%
460.02000	Remove Thermoplastic Stripe	1092	LF	$ 2.24	$2,446.08	0.00	40.00	40.00	$89.60	$89.60	4%
461.01600	Paint Median Island	2	EA	$ 171.00	$342.00	2.00		2.00	$0.00	$342.00	100%
462.01100	4" White Thermoplastic Traffic S	5247	LF	$ 0.94	$4,932.18	4706.00		4706.00	$0.00	$4,423.64	90%
462.01200	4" Yellow Thermoplastic Traffic	922	LF	$ 0.95	$875.90	48.00		48.00	$0.00	$45.60	5%
462.01511	Thermoplastic Left Turn Arrow	4	EA	$ 2.06	$8.24	4.00		4.00	$0.00	$8.24	100%
464.02000	Perforated Sign Post	130	LF	$ 7.00	$910.00	100.34		100.34	$0.00	$702.38	77%
464.02001	Perforated Sign Post Foundatio	13	EA	$ 160.00	$2,080.00	13.00		13.00	$0.00	$2,080.00	100%
464.03000	U-Channel Sign Post	60	LF	$ 5.30	$318.00	50.34		50.34	$0.00	$266.80	84%
464.03001	U-Channel Base Post Installatio	5	EA	$ 100.00	$500.00	5.00		5.00	$0.00	$500.00	100%

Pay Estimate

Bid Item	Item Description	Est. Quant.	Unit	Unit Price ($)	Contract Amount ($)	Prev Qty	This Est. Qty	To Date Quantity	This Estim. ($)	To Date Total ($)	% Compl.
465.01002	Flat Sheet Aluminum Sign	120.50	SF	$ 21.80	$2,626.90	120.50		120.50	$0.00	$2,626.90	100%
465.01003	Flat Sheet Aluminum Sign	6.25	SF	$ 29.45	$184.06	6.25		6.25	$0.00	$184.06	100%
465.02000	Metro Street Name Sign Installa	4	EA	$ 466.00	$1,864.00	4.00		4.00	$0.00	$1,864.00	100%
471.60047	No. 7 Pull Box	3	EA	$ 625.00	$1,875.00	1.00	2.00	3.00	$1,250.00	$1,875.00	100%
471.60057	No. 7 Pull Box w/ Extension	1	EA	$ 725.00	$725.00	0.00	1.00	1.00	$725.00	$725.00	100%
471.61111	Sch. 40 PVC Electrical Conduit	33	LF	$ 8.00	$264.00	34.00	25.00	59.00	$200.00	$472.00	179%
471.61222	Sch. 40 PVC Electrical Conduit, 2 1/2" w/1/4" Nylon Pull Rope and #8 Copper Wire	446	LF	$ 23.00	$10,258.00	446.00	12.00	458.00	$276.00	$10,534.00	103%
471.61310	Sch. 40 PVC Electrical	78	LF	$ 10.00	$780.00	11.00	67.00	78.00	$670.00	$780.00	100%
471.61311	Sch. 40 PVC Electrical	818	LF	$ 23.30	$19,059.40	818.00		818.00	$0.00	$19,059.40	100%
472.61100	Pole Foundation, Type A, Detail 4720	3	EA	$ 625.00	$1,875.00	2.00	1.00	3.00	$625.00	$1,875.00	100%
472.61300	Pole Foundation, Type J or Q,	2	EA	$ 2,200.00	$4,400.00	2.00		2.00	$0.00	$4,400.00	100%
472.61400	Pole Foundation, Type K or R,	2	EA	$ 2,200.00	$4,400.00	2.00		2.00	$0.00	$4,400.00	100%
472.62050	Combination Service Pedestal	1	EA	$ 535.00	$535.00	0.00	1.00	1.00	$535.00	$535.00	100%
472.63000	P' Cabinet Foundation, Detail 4	1	EA	$ 750.00	$750.00	0.00	1.00	1.00	$750.00	$750.00	100%
474.60115	Type A Signal Pole 14' (install	3	EA	$ 142.00	$426.00	3.00		3.00	$0.00	$426.00	100%
474.60561	Type Q Signal Pole w/ 30' Mast	2	EA	$ 483.00	$966.00	2.00		2.00	$0.00	$966.00	100%
474.60751	Type R Signal Pole w/ 45' Mast	1	EA	$ 589.00	$589.00	1.00		1.00	$0.00	$589.00	100%
474.60761	Type R Signal Pole w/ 50' Mast	1	EA	$ 595.00	$595.00	1.00		1.00	$0.00	$595.00	100%
474.63001	Pedestrian Push Button w/	8	EA	$ 70.00	$560.00	8.00		8.00	$0.00	$560.00	100%
475.61451	Electrical Service Pedestal 'SP'	1	EA	$ 290.00	$290.00	1.00		1.00	$0.00	$290.00	100%
475.62201	Controller Cabinet, Type G,	1	EA	$ 245.00	$245.00	1.00		1.00	$0.00	$245.00	100%
476.61201	12" Signal Indication, Type 'F',	4	EA	$ 164.00	$656.00	4.00		4.00	$0.00	$656.00	100%
476.61211	12" Signal Indication, Type 'F'	10	EA	$ 165.00	$1,650.00	10.00		10.00	$0.00	$1,650.00	100%
476.62010	Pedestrian Signal, Side Mount (	8	EA	$ 108.00	$864.00	8.00		8.00	$0.00	$864.00	100%
477.61101	Luminaire, Mast Arm 15'	2	EA	$ 79.00	$158.00	2.00		2.00	$0.00	$158.00	100%
477.61211	Luminaire, Mast Arm 20' (Install	2	EA	$ 90.00	$180.00	2.00		2.00	$0.00	$180.00	100%
477.82501	250 Watt HPS Luminaire (Horiz	4	EA	$ 104.00	$416.00	0.00	4.00	4.00	$416.00	$416.00	100%
478.01000	Electrical Conductors (New Sigr	1	LS	$ 10,000.00	$10,000.00	1.00		1.00	$0.00	$10,000.00	100%
481.00059	ITS No. 9 Pull Box Installation, I	1	EA	$ 2,784.00	$2,784.00	1.00	(1.00)	0.00	($2,784.00)	$0.00	0%
481.61014	Sch. 40 PVC Fiber Optic Condu	30	LF	$ 15.00	$450.00	31.50		31.50	$0.00	$472.50	105%
485.02123	Video Detection Equipment	4	EA	$ 302.00	$1,208.00	4.00		4.00	$0.00	$1,208.00	100%
485.83001	Fire Pre-emption Equipment	4	EA	$ 204.00	$816.00	4.00		4.00	$0.00	$816.00	100%
486.82000	Spread Spectrum Radio System	1	EA	$ 259.00	$259.00	0.00		0.00	$0.00	$0.00	0%
								Sub Total:	$36,421.88	$292,851.90	
	Retained					$0.00	0%		$0.00		
				Contract Amount:	$293,110.98	$0.00	0%	This Estimate:	$36,421.88		
				Contact time used:		100%					
									Total to Date:	$292,851.90	
				Contract Completed:		98%					

Appendix B

Page B30

Northern Parkway - Sarival Avenue to Dysart Road
Quantity Tracking

Bid Item No: 350.01100 **Description: Remove Pipe, Backfill & Compact, D less than 30"**

Unit: L.FT. **Unit Price: $16.90** **Bid Quantity: 10492** **Amount: $177,314.80**

Total CO Quantity 0 **Final/Rev Quantity: 10492.00** **Total Item to Date: 250.00**

Section: 1

Individ Item No	Detail Sheet	Plan Sheet	Profile Sheet	Original Plans Quantity	Revised or Plan Quantity
7.010		79		35	
7.011		80		20	
7.012		80		20	
7.013		81		20	
7.014		82		80	
7.015		82		665	
7.016		82		12	
7.017		84		20	

158+60 to 158+80 140'rt (18" iron ductile)

Item	Pay No	Date Paid	Quantity Paid	Inspector	Diary	Comments	CO Comment
7.010	1	03/22/12	35.00	D. Torres	14	Northern Pkwy Sta 105+50 to 105+75, 38' Rt	
7.011	1	03/22/12	20.00	D. Torres	14	Northern Pkwy Sta 114+40, 85' Rt	
7.012	1	03/22/12	20.00	D. Torres	14	Northern Pkwy Sta 119+65, 110' Rt	
7.013	1	03/22/12	20.00	D. Torres	14	Northern Pkwy Sta 124+60, 135' Rt	
7.014		03/22/12				Northern Pkwy Sta 131+80 to 132+60, 160' Rt	
7.015						Northern Pkwy Sta 132+70 to 13+30, 186' Rt	
7.016						Reems Rd Sta 58+15, 43' Rt	
7.017	1	04/12/12	20.00	D. Torres	29	Northern Pkwy Sta 158+75 to 158+95, 140' Rt	

Item	To Date:		Units Under Plan/Revised Quantity	
7.010	35.00	0.00		$0.00
7.011	20.00	0.00		$0.00
7.012	20.00	0.00		$0.00
7.013	20.00	0.00		$0.00
7.014				
7.015				
7.016				
7.017	20.00	0.00		$0.00

Northern Parkway - Sarival Avenue to Dysart Road
Quantity Tracking

Bid Item No: 109.09000 **Description: Mobilization/Demobilization**

Unit: L.SUM **Unit Price: $2,000,000.00** **Bid Quantity: 1** **Amount: $2,000,000.00**

Total CO Quantity 0 **Final/Rev Quantity: 1.00** **Total Item to Date: 1.00**

Section: 1

Individ Item No	Detail Sheet	Plan Sheet	Profile Sheet	Original Plans Quantity	Revised or Plan Quantity
1				1	

Pay No	Date Paid	Quantity Paid	Inspector	Diary	Comments	CO Comment
1	02/28/12	0.25	C. Lara	1	Per Blue Book	
2	03/27/12	0.25	C. Lara		Per Blue Book	
3	04/23/12	0.25	J.Rodriguez	26	Third Payment Per Blue book	
4	05/22/12	0.25	J.Rodriguez	42	Fourth Payment per Blue Book	

Item 1 To Date: 1.00 0.00 Units Under Plan/Revised Quantity $0.00

Total Item to Date: 1.00

Revised Quantity Entered:

Northern Parkway - Sarival Avenue to Dysart Road
Quantity Tracking

Bid Item No: 225.00050 **Description: Furnish Water**

Unit: M.GAL. **Unit Price: $9.90** **Bid Quantity: 109777** **Amount: $1,086,792.30**

Total CO Quantity 0 **Final/Rev Quantity: 109777.00** **Total Item to Date: 43483.40**

Section:	1				
Individ Item No	Detail Sheet	Plan Sheet	Profile Sheet	Original Plans Quantity	Revised or Plan Quantity
1					

Pay No	Date Paid	Quantity Paid	Inspector	Diary	Comments	CO Comment
		14052.70			Pending Dennis Diary # 56 correction	
1	03/05/12	1326.30	D. Smith	7		
2	03/06/12	171.50	D. Smith	8	Northern Pkwy Sta 94+00 to 102+50	
3	03/07/12	285.60	D. Smith	9	Northern Pkwy Sta 102+50 to 111+00	
4	03/08/12	225.10	D. Smith	10	Northern Pkwy Sta 111+00 to 119+50	
5	03/09/12	378.60	D. Smith	11	Northern Pkwy Sta 119+50 to 127+50	
6	03/12/12	76.40	D. Smith	12	Dust Control	
7	03/13/12	67.10	D. Smith	13	Dust Control	
8	03/14/12	54.00	D. Smith	14	Dust Control	
9	03/15/12	120.00	D. Smith	15	Prewetting and Dust Control - Pump #1	
10	03/15/12	384.70	D. Smith	15	Prewetting and Dust Control - Pump #2	
11	03/16/12	80.00	D. Smith	16	Prewetting and Dust Control - Pump #1	
12	03/16/12	330.30	D. Smith	16	Prewetting and Dust Control - Pump #2	
13	03/16/12	679.60	D. Smith	16	Prewetting and Dust Control - Pump #3	
14	03/23/12	302.80	D. Torres	15	Prewetting and Dust Control - Pump #1 (Northern Ave and Reems)	
15	03/23/12	961.00	D. Torres	15	Prewetting and Dust Control - Pump #2 (Northern Ave between Dysart and Lithchfield))	
16	03/23/12	1902.00	D. Torres	15	Prewetting and Dust Control - Pump #3 (Reausseu Farm)	
17	03/23/12	42.90	D. Torres	15	Prewetting and Dust Control - Pump #4 (East of BNSF, West of Dysart)	
18	03/30/12	3112.10	Clifford	2	Additional to 120330	
19	04/26/12	3071.80	D. Torres	39	Prewetting and Dust Control - Pump #1	
20	04/26/12	475.40	D. Torres	39	Prewetting and Dust Control - Pump #2	
21	04/26/12	6358.80	D. Torres	39	Prewetting and Dust Control - Pump #3	
22	04/26/12	5908.90	D. Torres	39	Prewetting and Dust Control - Pump #4	
23	04/26/12	3115.80	D. Torres	39	Prewetting and Dust Control - Pump #5	

Item 1 To Date: 43483.40 **Units Under Plan/Revised Quantity**

Total Item to Date: 43483.40

Revised Quantity Entered:

Northern Parkway - Sarival Avenue to Dysart Road Log Category Table for: RFI

Appendix B

File No: 141.1 RFI - GENERAL

Count No	In or Out	Received From or Sent To	Receive / Sent Date	Submittal Status	Sent By	Logged In By	Comments	Log No
Submittal No:		**TRFI 007 - SWPPP General Questions**			**Response from Designer -**			
	In	Parsons Transportation Group	03/06/12		Scott Sayles	Jose Rodriguez		407
	Out	Parsons Transportation Group	03/01/12		Jose Rodriguez	Jose Rodriguez		406
	Out	Lawrence Construction	02/27/12		Carlos Lara	Omayra Jose		290
Submittal No: 4		**RFI 001 - Furnish Water - Bid Item No. 225.00050**			**Is the use of Miner Inches acceptable to determine payment**			
1	In	Lawrence Construction	01/13/12	Received from Contractor	Jerry Koch	Robert H. Clifford		8
2	Out	Parsons Transportation Group	01/13/12	Sent to Designer	Robert H. Clifford	Robert H. Clifford		9
3	Out	Lawrence Construction	01/18/12	Sent to Contractor	Carlos Lara	Robert H. Clifford	RFI answer by Tristar	14
Submittal No: 6		**RFI 003 - Contractor request for CADD files**			**Request for CADD files**			
1	In	Lawrence Construction	01/13/12	Received from Contractor	Jerry Koch	Carlos Lara		15
2	Out	Parsons Transportation Group	01/18/12	Sent to Designer	Carlos Lara	Carlos Lara		16
3	In	Parsons Transportation Group	01/23/12	Received from Designer	Scott Sayles	Omayra Jose		84
4	Out	Lawrence Construction	02/17/12	Sent to Contractor	Omayra Jose	Omayra Jose		85
Submittal No: 41		**RFI 008 - Electrical Lighting Issues**			**Issues with Freeway Lighting**			
1	In	Lawrence Construction	02/09/12	Received from Contractor	Jerry Koch	Omayra Jose		87
2	Out	Parsons Transportation Group	02/09/12	Sent to Designer	Carlos Lara	Omayra Jose		108
3	In	Parsons Transportation Group	02/13/12	Received from Designer	Scott Sayles	Omayra Jose	response from Designer	109
4	Out	Lawrence Construction	02/13/12	Sent to Contractor	Carlos Lara	Omayra Jose	Response to contractor	110
5	In	Lawrence Construction	03/05/12	Received from Contractor	Jerry Koch	Omayra Jose	Additional information requested for Horizontal Mount Luminaire	307
6	Out	Parsons Transportation Group	03/06/12	Sent to Designer	Carlos Lara	Omayra Jose	Resubmitted to Designer for response	308
7	In	Parsons Transportation Group	03/27/12	Received from Designer	Scott Sayles	Omayra Jose	Response from Designer - Pending verification for any additional info for RFI 008	457
8	Out	Lawrence Construction	03/27/12	Sent to Contractor	Carlos Lara	Omayra Jose	Fward to contractor -	471

Northern Parkway - Sarival Avenue to Dysart Road Log Category Table for: RFI

Appendix B

File No: 141.1 RFI - GENERAL

Submittal No: 46 ESCROW INSTRUCTIONS

Count No	In or Out	Received From or Sent To	Receive / Sent Date	Submittal Status	Sent By	Logged In By	Comments	Log No
1	In	Lawrence Construction	02/10/12	Received from Contractor	Jerry Koch	Omayra Jose		96
2	Out	MCDOT	02/10/12	Sent to McDOT	Omayra Jose	Omayra Jose		97
3	In	MCDOT	02/10/12	Received from McDOT	Dave Hopper	Omayra Jose	Response from MCDOT	104
4	Out	Parsons Transportation Group	02/10/12	Sent to Designer	Carlos Lara	Omayra Jose		105
5	In	Parsons Transportation Group	02/27/12	Received from Designer	Scott Sayles	Omayra Jose	Response from designer -	257
6	Out	Lawrence Construction	02/27/12	Sent to Contractor	Carlos Lara	Omayra Jose	Sent information to William Lawrence	258
7	In	Lawrence Construction	03/01/12	Received from Contractor	Carlos Lara	Omayra Jose	Escrow instructions by Arizona Escrow & Financial Corp	291
8	Out	Parsons Transportation Group	03/01/12	Sent to Designer	Carlos Lara	Omayra Jose	Resubmitted to Designer for review	292
9	In	Parsons Transportation Group	03/26/12	Received from Contractor	Scott Sayles	Omayra Jose	Fward to Contractor for review and resubmittal	460
10	Out	Lawrence Construction	03/27/12	Sent to Contractor	Carlos Lara	Omayra Jose	sent to contractor for adjustment and resubmittal - Per C Lara 4-19-2012 Alex is delivering Escrow Inst.	461

Submittal No: 103 RFI 011 MWD Clarification Plans

1	In	Lawrence Construction	02/22/12	Received from Contractor	Jerry Koch	Omayra Jose	RFI 001 Clarification for MWD Plans	177
2	Out	Parsons Transportation Group	02/22/12	Sent to Designer	Carlos Lara	Omayra Jose	Pending Clarification for MWD plans	178
3	In	Parsons Transportation Group	02/29/12	Received from Designer	Scott Sayles	Omayra Jose	RCV. Response for MWD and updated plans sheets	296
4	Out	Lawrence Construction	02/29/12	Sent to Contractor	Scott Sayles	Omayra Jose	Sent to contractor	297

Submittal No: 118 TRFI 004 - SR303L Revised Specials Provisions Due to Burial of Pull Boxes

1	In	Stanley Consultants, Inc.	02/01/12	received from Tristart	Barbara Schwab	Omayra Jose	RFI 004	241
2	Out	Parsons Transportation Group	02/27/12	Sent to Designer	Carlos Lara	Omayra Jose	sent to designer for review and response	242
3	In	Parsons Transportation Group	02/29/12	Received from Designer	Scott Sayles	Omayra Jose	RCV. Response from designer on pull box burial - hold per carlos email on 3/1/2012	295

Submittal No: 144 TRFI 005 - FINAL STRIPING CONFIGURATION OF MAINLINE

1	Out	Parsons Transportation Group	03/07/12	Sent to Designer	Carlos Lara	Omayra Jose	C. Lara sent req. to Designer for Final Stripping Configuration of Mainline	340
2	In	Parsons Transportation Group	04/11/12	Received from Designer	Scott Sayles	Omayra Jose	Rcv. Final striping Conf of Mainline - hand delivered 4/12/2012	598
3	Out	Lawrence Construction	04/16/12	Sent to Contractor	Carlos Lara	Omayra Jose	Rcv. Final striping Conf of Mainline - hand delivered 4/16/2012	599

Northern Parkway - Sarival Avenue to Dysart Road Log Category Table for: RFI

Appendix B

File No: 141.1 RFI - GENERAL

Submittal No: 192 MWD 24" CASING LOCATION

Count No	In or Out	Received From or Sent To	Receive / Sent Date	Submittal Status	Sent By	Logged In By	Comments	Log No
1	In	Lawrence Construction	04/09/12	Received from Contractor	Luke McPhee	Omayra Jose	RFI 015 MWD 24" CASING LOCATION	572
2	Out	Parsons Transportation Group	04/09/12	Sent to Designer	Carlos Lara	Omayra Jose	RFI 015 MWD 24" CASING LOCATION	573
3	In	Parsons Transportation Group	04/11/12	Received from Designer	Scott Sayles	Omayra Jose	response on RFI 015 24" Casing Locations	595
4	Out	Lawrence Construction	04/11/12	Sent to Contractor	Carlos Lara	Omayra Jose	Designers response	596

Submittal No: 193 RFI 016 - Expansion restrainers Dimension Drawing # 522 & 546 of 751

1	In	Lawrence Construction	04/09/12	Received from Contractor	Jerry Koch	Omayra Jose	RFI 016 - Expansion restrainers Dimension	574
2	Out	Parsons Transportation Group	04/09/12	Sent to Designer	Carlos Lara	Omayra Jose	RFI 016 - Expansion restrainers Dimension	575
3	In	Parsons Transportation Group	04/10/12	Received from Contractor	Scott Sayles	Omayra Jose	Designers response to RFI 016	586
4	Out	Lawrence Construction	04/11/12	Sent to Contractor	Carlos Lara	Omayra Jose	the dimensions should be 21/2" to match the bearing Pad Thickness.	587

Northern Parkway - Sarival Avenue to Dysart Road Submittal Table - Outstanding Items

Appendix B

File No: 1000.01 CO#001 - Updated Drainage Plan Sheets

Count No	In or Out	Received From or Sent To	In Trans No	Receive / Sent Date	Submittal Status	Sent By	Logged In By	Comments	# of days open	Log No
Submittal No: 170		**POTHOLE RESULTS FOR 8" WATER LINE @ BNSF**				**COMPLETED 3-22-12**				
1	In	Lawrence Construction		03/28/12	Received from Contractor	Luke McPhee	Omayra Jose	POTHOLE RESULTS- CO pending	69	472
Submittal No: 176		**UPDATED IRRIGATION PLANS**				**UPDATED IRRIGATION PLANS - FARMERS AND THE LOCAL HOA**				
1	In	Parsons Transportation Group		03/13/12	Received from Contractor	Scott Sayles	Omayra Jose	CO PENDING	84	492
Submittal No: 177		**PARTNERING**				**FINAL INVOICE**				
1	In	Marriott Phoenix		03/28/12	Received from Contractor	Kelly Wormann	Omayra Jose	CO PENDING	69	493
Submittal No: 215		**TRFI 008 - 24 INCH PIPE HEADWALL**				**Designers Response with revised sheets and qty spreadsheet**				
1	Out	Lawrence Construction		04/23/12	Received from Designer	Carlos Lara	Omayra Jose	CO for 350.01702 & 523.12124	43	672

File No: 1000.03 CO#003 -PARTNERING

Submittal No: 98		**PARTNERING**				**Change Oerder # 03**				
7	Out	Lawrence Construction		05/31/12	Sent to Contractor	Carlos Lara	Omayra Jose	Change Order # 3 - For Signature	5	1007

File No: 105.01 UTILITY - APS

Submittal No: 190		**APS Utility Work**				**APS Utility Work (Revision 1) - Shop Drawings and Product Info. - To designer**				
6	Out	Parsons Transportation Group		06/04/12	Sent to Designer	Carlos Lara	Shea Bowser	APS Utility Work (Revision 1) - Shop Drawings and Product Info. - to designer	1	1028

File No: 105.14 LUKE AIR FORCE BASE

Submittal No: 304		**FAA Obstruction Light**				**FAA Obstruction Light - To designer**				
2	Out	Parsons Transportation Group		06/04/12	Sent to Designer	Carlos Lara	Shea Bowser	FAA Obstruction Light - To designer	1	1029

Appendix B

Count No	In or Out	Received From or Sent To	In Trans No	Receive / Sent Date	Submittal Status	Sent By	Logged In By	Comments	# of days open	Log No
File No: 113.03 WAGES										
Submittal No: 287 Additional Classification and Rate								**Additional Classification and Rate for CS Construction, Inc.**		
2	Out	DOT		05/22/12	sent to DOL	Omayra Jose	Omayra Jose	sent DOL for Approval CS Construction - Additional Class. And Rate Request.	14	976
File No: 115 PUBLIC RELATIONS / COMPLIANT RESOLUTIONS										
Submittal No: 122 Public Information Signage								**breakdown cost for Furnished & Install Project Signs - Return for Corrections**		
6	Out	Lawrence Construction		05/18/12	Sent to Contractor	Carlos Lara	Shea Bowser	breakdown cost for Furnished & Install Project Signs - return for corrections	18	942
File No: 122 CPM & UPDATES										
Submittal No: 216 CPM # 02								**Memorandum**		
5	Out	Lawrence Construction		05/30/12	Sent to Contractor	Carlos Lara	Omayra Jose	Tristar and Parsons response via correspondence- Carlos emailed to contractor	6	1004
6	Out	Parsons Transportation Group		05/30/12	Received from Designer	Carlos Lara	Omayra Jose	sent copy of Memo to Parsons for review and coment.	6	1005
File No: 128 MATERIAL DOCUMENTATION										
Submittal No: 305 Material on hand								**Tierra Contracting Partial Material Invoice - Response to Contractor**		
2	Out	Lawrence Construction		06/01/12	Sent to Contractor	Carlos Lara	Shea Bowser	Material on hand Memo ffrom Jose on items that were not paid.	4	1020
File No: 128.01 CONCRETE MIX DESIGNS										
Submittal No: 114 Resubmittal Concrete Mix Design - Drilled Shaft								**Resubmittal Drilled Shaft Concrete Mix Design**		
6	Out	QT		04/27/12	sent to QT	Carlos Lara	Omayra Jose	13536 with trial batch	39	729
Submittal No: 210 60" Pre Cast Manholes, Ring, Cover Mix Designs								**Concrete Mix Design P3025A01 and Rock Solid Mix A3040 Not Approved**		
7	Out	Lawrence Construction		05/16/12	Sent to Contractor	Carlos Lara	Omayra Jose	Concrete Mix P3025A01 and Rock Solid Mix A3040 Not Approved	20	905

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Count No	In or Out	Received From or Sent To	In Trans No	Receive / Sent Date	Submittal Status	Sent By	Logged In By	Comments	# of days open	Log No
File No: 128.05 MATERIALS CERTIFICATION LOG										
Submittal No: 270 CERTIFICATE OF COMPLIANCE								**Certificate of Compliance for RGRCP, DIP, and PVC - Missing quantity and certified signature from DIP and PVC**		
2	Out	Lawrence Construction		05/21/12	Sent to Contractor	Carlos Lara	Shea Bowser	Requesting quantity and certified signature	15	947
File No: 130.01 FRINGE BENEFITS PLANS										
Submittal No: 234 Benefit Plan Request								**Fringe Package**		
2	Out	Lawrence Construction		05/29/12	Sent to Contractor	Carlos Lara	Omayra Jose	Request for Benefit Plan Fringe Package - additional subcontractors request	7	997
File No: 133 SUBCONTRACT										
Submittal No: 19 Sub Contract Agreement - Hoque and Associates								**SRF Not Approved**		
4	Out	Lawrence Construction		04/05/12	Sent to Contractor	Omayra Jose	Omayra Jose	SRF not approved Bid Item need to be detailed and explanined in detail	61	554
File No: 134 ON THE JOB TRAINING RECORDS										
Submittal No: 204 Trainee Hours								**Justin L. Kuchan**		
1	In	Lawrence Construction	T070	04/13/12	Received from Contractor	Luke McPhee	Omayra Jose	Taining Hr for Justin L. Kuchan- sent email to Sue for guidance- per Sue not approved submitted in the wrong form - pending to reject once a OJT is approved for Lawrence	53	627
2	In	Lawrence Construction	T102	05/04/12	Received from Contractor	Luke McPhee	Omayra Jose	Training Hr for Luis Wayne Jordan -Work for Jim Boom	32	839
Submittal No: 223 On the Job Training Schedule								**OJT Approved by Civil Rights**		
3	In	ADOT		03/28/12	received from ADOT	Esperanza Burruel	Omayra Jose	OJT Approved by Civil rights - Per Sue hold off need to be review due to taining is in Colorado and no employees are working from Colorado in AZ may need to resubmitt with Arizona training	69	711

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Count No	In or Out	Received From or Sent To	In Trans No	Receive / Sent Date	Submittal Status	Sent By	Logged In By	Comments	# of days open	Log No
File No: 141.9 RFI - SURVEY - UTILITIES - MISC WORK ITEMS										
Submittal No: 259 RFI 020 - Steel Casing Size Changes								**RFI Approved as noted - please submit cost savings proposal for review**		
5	Out	Lawrence Construction		05/15/12	Sent to Contractor	Carlos Lara	Omayra Jose	RFI Approved as noted - please submitt cost saving proposal for review	21	896
File No: 203 Earthwork										
Submittal No: 241 Elevations at Litchfield - 60 day areas								**Elevations at Litchfield - 60 day surcharge areas - For approval**		
1	In	Lawrence Construction	T092	05/04/12	Received from Contractor	Luke McPhee	Shea Bowser	Elevations at Litchfield - 60 day surcharge areas - For approval	32	810
File No: 210.20100 Borrow										
Submittal No: 255 Reems & Olive Stockpile								**Designer Response / CD Draft EA, Final EA, and FIONSI**		
10	Out	Lawrence Construction		05/17/12	Sent to Contractor	Carlos Lara	Omayra Jose	Fianal EA and CD to Contractor.	19	932
12	Out	Lawrence Construction		05/31/12	Sent to Contractor	Carlos Lara	Shea Bowser	Revised Reems & Olive Stockpile Comments	5	1014
Submittal No: 303 EA Daniel's Property								**Final EA - To designer for review and comment**		
2	Out	Parsons Transportation Group		06/01/12	Sent to Designer	Carlos Lara	Shea Bowser	EA Daniel's Property - Final EA - To deisgner for review and comment	4	1016
File No: 474.60101 Type A Signal Pole (City of Glendale)										
Submittal No: 295 Millerbend Signal Poles and Luminaires								**Shop Drawing and Product Data - Millerbend Signal Poles and Luminaires - For review and comment**		
2	Out	Parsons Transportation Group		05/24/12	Sent to Designer	Carlos Lara	Shea Bowser	Shop Drawing and Product Data - Millerbend Signal Poles and Luminaires - For review and comment	12	987
File No: 475.61101 Meter Pedestal Cabinet										
Submittal No: 150 TESCO Meter Pedestal Cabinet								**TESCO Meter Pedestal Cabinet (Revision 1) - To designer**		
6	Out	Parsons Transportation Group		06/04/12	Sent to Designer	Carlos Lara	Shea Bowser	TESCO Meter Pedestal Cabinet (Revision 1) - To designer	1	1025

Count No	In or Out	Received From or Sent To	In Trans No	Receive / Sent Date	Submittal Status	Sent By	Logged In By	Comments	# of days open	Log No
File No: 477.90010 Internally Illuminated Street Name Sign (City of Glendale)										
Submittal No: 290 RFI - LED IISNS Signs								**RFI - LED IISNS Signs - For review and comment**		
2	Out	Parsons Transportation Group		05/24/12	Sent to Designer	Carlos Lara	Shea Bowser	RFI - LED IISNS Signs - For review and comment	12	988
File No: 501 Pipe, Concrete Incidental Structure, Large Structure										
Submittal No: 132 Storm Drain CIP Concrete Pipe								**Cast in Place Pipe**		
10	In	Lawrence Construction		04/23/12	Received from Contractor	Bill Lawrence	Omayra Jose	Corr from Contractor	43	700
11	Out	Lawrence Construction		06/01/12	Sent to Contractor	Carlos Lara	Omayra Jose	corr on mtg on 05-31-2012	4	1019
Submittal No: 210 60" Pre Cast Manholes, Ring, Cover Mix Designs								**30" Diameter Manhole Ring and Cover, 60" I.D. Monhole W/30" Opening W/Cone, CAL Poertland CIP Concrete Mix Design, Rock Solid CIP Concrete Mix Design**		
5	Out	Lawrence Construction		04/24/12	Sent to Contractor	Carlos Lara	Omayra Jose	60" Precast Manhole, Ring, Cover to Scott for review and Comment - Disaproved	42	687
File No: 609 DRILLED SHAFT FOUNDATION INFORMATION										
Submittal No: 125 Drilled shaft installation plan								**Drilled shaft Installation Procedure, Experience Data, and Equipment Specs**		
3	Out	Lawrence Construction		05/01/12	Sent to Contractor	Carlos Lara	Omayra Jose	returned for Corrections	35	765
File No: 625.04001 Manhole (MWD Item)										
Submittal No: 131 Precast Manhole Risers, Manholes Covers, Sealant								**Pre-cast Mix Designs, - 14004 & 13030 - Approved - 13004 - not approved**		
6	Out	Lawrence Construction		04/02/12	Sent to Contractor	Carlos Lara	Omayra Jose	sent for resubmittal of Product code 13004 not approved- need trial batch	64	515
File No: 751 ELECTRICAL MATERIALS										
Submittal No: 228 Tenon Spacing on Mast Arms								**follow-up RFI**		
5	In	Lawrence Construction	T100	05/22/12	Received from Contractor	Luke McPhee	Omayra Jose	Follow-up RFI - peniding Jon Nelson to review	14	974

Northern Parkway - Sarival Avenue to Dysart Road Submittal Table - Outstanding Items

Appendix B

File No: 914 WALLS

Count No	In or Out	Received From or Sent To	In Trans No	Receive / Sent Date	Submittal Status	Sent By	Logged In By	Comments	# of days open	Log No
Submittal No: 105 Graphic Pattern							**Wave Graphic Pattern - Contractors response**			
8	Out	Parsons Transportation Group		05/29/12	Sent to Designer	Carlos Lara	Omayra Jose	contractors response to designers questions	7	996
Submittal No: 238 Two Stage MSE Wall							**TBSS 2-Stage Wall Submittal TBSSPN**			
19	Out	Parsons Transportation Group		05/23/12	Sent to Designer	Carlos Lara	Omayra Jose	resubmittal with PDF 12017 Calc Submittal Wide Mesh-attachment to large to attache to transmittal emailed and saved in folder 914	13	978
Submittal No: 289 Arizona Wave - Sample Form Liner							**Arizona Wave - Sample Form Liner - Pending Lawrence to cast**			
1	In	Lawrence Construction	T101	05/22/12	Received from Contractor	Luke McPhee	Shea Bowser	Arizona Wave - Sample Form Liner - Pending Lawrence to cast	14	975

Northern Parkway Quality Assurance Testing Requirements

Group: AC Paving

Type Of Test	Test Method	Sampling Point	Min Test Frequency
Asphalt Content		On site/Plate	4 per lot
Compaction		In-Place	20 Cores per lot
Gradation		On site/Plate	4 per lot
Marshall Density		On site/Plate	4 per lot
Marshall stab & Fl		On site/Plate	4 per lot
Rice Density		On site/Plate	4 per lot
Thickness		In-Place	20 Cores per lot

Northern Parkway Quality Assurance Testing Requirements

Group: Aggregate Base Class 2

Type Of Test	Test Method	Sampling Point	Min Test Frequency
Compaction			
	ARIZ 227	Roadway	1 per 1,500 feet per lift
	ARIZ 246	Roadway	1 per 1,500 feet per lift
	ARIZ 235	Roadway	1 per 1,500 feet per lift
	ARIZ 232	Roadway	1 per 1,500 feet per lift
	ARIZ 230	Roadway	1 per 1,500 feet per lift
	ARIZ 231	Roadway	1 per 1,500 feet per lift
Fractured Coarse			
	ARIZ 212	Crusher belt or Stockpile	1 per 10,000 tons
Gradation			
	ARIZ 201	Crusher belt or Stockpile	1 per 2,000 tons / 1per shift
PI			
	AASHTO T-89, T-90	Crusher belt or Stockpile	1 per 2,000 tons / 1per shift
Proctor Density			
	ARIZ 245	Crusher belt or Stockpile	Start of prod/material chg
	ARIZ 225	Crusher belt or Stockpile	Start of prod/material chg
	ARIZ 226	Crusher belt or Stockpile	Start of prod/material chg

Northern Parkway Quality Assurance Testing Requirements

Group: Aggregate Base Class 6

Type Of Test	Test Method	Sampling Point	Min Test Frequency
Field Density			
	ARIZ 231	Roadway	1 per lift per 1,500 feet
	ARIZ 230	Roadway	1 per lift per 1,500 feet
	ARIZ 232	Roadway	1 per lift per 1,500 feet
	ARIZ 235	Roadway	1 per lift per 1,500 feet
	ARIZ 246	Roadway	1 per lift per 1,500 feet
	ARIZ 227	Roadway	1 per lift per 1,500 feet
Fractured Coarse			
	ARIZ 212	Crusher belt or Stockpile	1 per 10,000 tons
Gradation			
	ARIZ 201	Crusher belt or Stockpile	1 every other day of production
Gradation See Ad			
	ARIZ 201	Windrow	1 per 2,000 tons / 1per shift
PI			
	AASHTO T-89, T-90	Windrow	1 per 2,000 tons / 1per shift
Proctor Density			
	ARIZ 245	Crusher belt or Stockpile	Start of prod/material chg
	ARIZ 226	Crusher belt or Stockpile	Start of prod/material chg
	ARIZ 225	Crusher belt or Stockpile	Start of prod/material chg

Group: Aggregate Coarse for PCC P, S and B

Type Of Test	Test Method	Sampling Point	Min Test Frequency
Gradation			
	ARIZ 201	Batch plan conveyer/stockpile	1 every other day of production

Group: Aggregate Fine for PCC P, S and B

Type Of Test	Test Method	Sampling Point	Min Test Frequency
Gradation			
	ARIZ 201	Batch plan conveyer/stockpile	1 every other day of production

Northern Parkway Quality Assurance Testing Requirements

Group: Backfill Material

Type Of Test	Test Method	Sampling Point	Min Test Frequency
Compaction			
	ARIZ 231	In-Place	1 per 100 CY
	ARIZ 227	In-Place	1 per 100 CY
	ARIZ 230	In-Place	1 per 100 CY
	ARIZ 232	In-Place	1 per 100 CY
	ARIZ 246	In-Place	1 per 100 CY
	ARIZ 235	In-Place	1 per 100 CY
Gradation			
	ARIZ 201	Stockpile	1 per 1500 CY per Source
pH			
	ARIZ 236	Source or Stockpile	1 per Source
PI			
	AASHTO T-89, T-90	Stockpile	1 per 1500 CY per Source
Proctor Density			
	ARIZ 245	Stockpile	1 per source/as needed
	ARIZ 226	Stockpile	1 per source/as needed
	ARIZ 225	Stockpile	1 per source/as needed
Resistivity			
	ARIZ 236	Source or Stockpile	1 per Source

Northern Parkway Quality Assurance Testing Requirements

Group: Bedding Material

Type Of Test	Test Method	Sampling Point	Min Test Frequency
Compaction			
	ARIZ 235	In-Place	One every 50 CY
	ARIZ 246	In-Place	One every 50 CY
	ARIZ 230	In-Place	One every 50 CY
	ARIZ 232	In-Place	One every 50 CY
	ARIZ 227	In-Place	One every 50 CY
	ARIZ 231	In-Place	One every 50 CY
Gradation			
	ARIZ 201	Stockpile	1 per 300 CY per Source
pH			
	ARIZ 236	Stockpile or Source	1 per Source
PI			
	AASHTO T-89, T-90	Stockpile	1 per 300 CY per Source
Proctor Density			
	ARIZ 225	Stockpile	1 per Source
	ARIZ 245	Stockpile	1 per Source
	ARIZ 226	Stockpile	1 per Source
Resistivity			
	ARIZ 236	Source or Stockpile	1 per Source

Group: Borrow Within Three Feet of Finished Subgrade Elevation

Type Of Test	Test Method	Sampling Point	Min Test Frequency
Gradation			
	ARIZ 201	In-Place	1 per 1500 ft.
PI			
	AASHTO T-89, T-90	In-Place	1 per 1500 ft.

Northern Parkway Quality Assurance Testing Requirements

Group: Class B Portland Cement Concrete

Type Of Test	Test Method	Sampling Point	Min Test Frequency
Cylinders	ASTM C31	At Point of Discharge	1 per 100 CY of Concrete
Slump	ASTM C143	At Point of Discharge	1 per 100 CY of Concrete
Temperature	ASTM C1064	At Point of Discharge	1 per 100 CY of Concrete

Group: Class P PCCP

Type Of Test	Test Method	Sampling Point	Min Test Frequency
Cylinders	ASTM C31	At Point of Discharge	5 Samples per lot/days production
Slump	ASTM C143	At Point of Discharge	5 Samples per lot/days production
Temperature	ASTM C1064	At Point of Discharge	5 Samples per lot/days production

Group: Class S Channel Lining

Type Of Test	Test Method	Sampling Point	Min Test Frequency
Cylinders	ASTM C31	At Point of Discharge	1 per 100 CY
Slump	ASTM C143	At Point of Discharge	1 per 100 CY
Temperature	ASTM C1064	At Point of Discharge	1 per 100 CY

Group: Class S PCC Greater than 4000 Psi

Type Of Test	Test Method	Sampling Point	Min Test Frequency
Cylinders	ASTM C31	At Point of Discharge	1 per 50 CY of Concrete
Slump	ASTM C143	At Point of Discharge	1 per 50 CY of Concrete
Temperature	ASTM C1064	At Point of Discharge	1 per 50 CY of Concrete

Northern Parkway Quality Assurance Testing Requirements

Group: Class S PCC Less than 4000 Psi

Type Of Test	Test Method	Sampling Point	Min Test Frequency
Cylinders			
	ASTM C31	At Point of Discharge	1 per 100 CY of Concrete
Slump			
	ASTM C143	At Point of Discharge	1 per 100 CY of Concrete
Temperature			
	ASTM C1064	At Point of Discharge	1 per 100 CY of Concrete

Group: Embankment

Type Of Test	Test Method	Sampling Point	Min Test Frequency
Compaction			
	ARIZ 231	In-Place	1 per 1,500 feet per lift
	ARIZ 227	In-Place	1 per 1,500 feet per lift
	ARIZ 232	In-Place	1 per 1,500 feet per lift
	ARIZ 235	In-Place	1 per 1,500 feet per lift
	ARIZ 246	In-Place	1 per 1,500 feet per lift
	ARIZ 230	In-Place	1 per 1,500 feet per lift
Gradation			
PI			
Proctor Density			
	ARIZ 225	In-Place	1 per Soil Type and as needed
	ARIZ 245	In-Place	1 per Soil Type and as needed
	ARIZ 226	In-Place	1 per Soil Type and as needed

Northern Parkway Quality Assurance Testing Requirements

Group: Natural Ground for Embankment Less than Five Feet

Type Of Test	Test Method	Sampling Point	Min Test Frequency
Compaction			
	ARIZ 235	In-Place	1 per 1500 ft.
	ARIZ 227	In-Place	1 per 1500 ft.
	ARIZ 230	In-Place	1 per 1500 ft.
	ARIZ 232	In-Place	1 per 1500 ft.
	ARIZ 246	In-Place	1 per 1500 ft.
	ARIZ 231	In-Place	1 per 1500 ft.
Proctor Density			
	ARIZ 225	In-Place	1 per Soil Type and as needed
	ARIZ 226	In-Place	1 per Soil Type and as needed
	ARIZ 245	In-Place	1 per Soil Type and as needed

Northern Parkway Quality Assurance Testing Requirements

Group: Reinforced Backfill Material

Type Of Test	Test Method	Sampling Point	Min Test Frequency
Chlorides	See Table 507-3	At Job Site	1 per 500 CY
Field Density (90	ARIZ 230	In-Place	?
Field Density (95	ARIZ 230	In-Place	1 per 500 CY, minimum 1 per lift
Gradation	ARIZ 201	At Job Site	1 per 500 CY
Internal Friction A	AASHTO T-236	In-Place	1 per material change
Organic Content	Table 507-3	At Job Site	1 per 500 CY
pH	See Table 507-3	At Job Site	1 per 500 CY
PI	AASHTO T-90	At Job Site	1 per 500 CY
Proctor Density	ARIZ 225	In-Place	1 per material change
	ARIZ 225	In-Place	1 per material change
Resistivity	Table 929-3	At Job Site	1 per 500 CY
Sulfates	See Table 507-3	At Job Site	1 per 500 CY
Test Pad Section	See Specials pg 515		

Northern Parkway Quality Assurance Testing Requirements

Group: Retained Backfill Material

Type Of Test	Test Method	Sampling Point	Min Test Frequency
Gradation	ARIZ 201	In-Place	1 per 500 CY, At Job Site
Internal Friction A	AASHTO T-236	In-Place	1 per material change
PI	AASHTO T-90	In-Place	1 per 500 CY, At Job Site
Proctor Density	AASHTO T-180	In-Place	1 per material change

Group: Soil Cement

Type Of Test	Test Method	Sampling Point	Min Test Frequency
Compaction			
Gradation			
PI			
Proctor Density			

Northern Parkway Quality Assurance Testing Requirements

Group: Structural Backfill

Type Of Test	Test Method	Sampling Point	Min Test Frequency
Compaction			
	ARIZ 246	In-Place	1 per 100 CY
	ARIZ 231	In-Place	1 per 100 CY
	ARIZ 232	In-Place	1 per 100 CY
	ARIZ 235	In-Place	1 per 100 CY
	ARIZ 230	In-Place	1 per 100 CY
	ARIZ 227	In-Place	1 per 100 CY
Gradation			
	ARIZ 201	Stockpile	1 per Source
PI			
	AASHTO T-89, T-90	Stockpile	1 per Source
Proctor Density			
	ARIZ 245	Stockpile	1 per source/as needed
	ARIZ 226	Stockpile	1 per source/as needed
	ARIZ 225	Stockpile	1 per source/as needed
Resistivity			
	ARIZ 236	Source or Stockpile	1 per Source

Northern Parkway Quality Assurance Testing Requirements

Group: SubGrade

Type Of Test	Test Method	Sampling Point	Min Test Frequency
Compaction			
	ARIZ 231	Roadway	1 per 1500 ft.
	ARIZ 246	Roadway	1 per 1500 ft.
	ARIZ 235	Roadway	1 per 1500 ft.
	ARIZ 232	Roadway	1 per 1500 ft.
	ARIZ 227	Roadway	1 per 1500 ft.
	ARIZ 230	Roadway	1 per 1500 ft.
Gradation			
	ARIZ 201	Roadway	1 per 1500 ft. Or change in material
PI			
	AASHTO T-89, T-90	Roadway	1 per 1500 ft. Or change in material
Proctor Density			
	ARIZ 245	Roadway	1 per Soil Type and as needed
	ARIZ 226	Roadway	1 per Soil Type and as needed
	ARIZ 225	Roadway	1 per Soil Type and as needed

MATERIALS SAMPLE CHECKLIST

Project Name: TT369 - No. Parkway Overpasses - Reems/Litchfield Project No: TT369 Tracs No: SZ04701C

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Class S with design compressive strength of 4000 psi or greater, one acceptance per 50 CY. Minimum one IAS per 20 acceptance samples.
Note C Class P - Five Samples per lot for acceptance. Minimum one IAS per 20 acceptance samples.
Note D Minimum one acceptance sample per shift. Minimum one IAS per 20 acceptance samples.
Note E One sample per delivery unit. (per PPD No. 8)
***** Small quantity, no samples required

ITEM NUMBER	MATERIAL	PLAN QUANTITY	QUANTITY IF VARIES FROM PLAN QUANTITY	UNIT	RECOMMENDED			PROJECT		MCDOT CORR			MCDOT IA	
					ACCP	CORR	IAS	ACCP SAMPLES TAKEN	ACCP SAMPLES TESTED	ACCP	CORR	IAS	ACCP	IAS
Project Bid Items														
205.01150	Roadway Excavation	2609	2609	CU.YD.										
206.01000A	Structural Excavation	100	100	CU.YD.										
206.01000B	Structural Excavation	1460	1460	CU.YD.										
206.02000A	Structural Backfill	610		CU.YD.										
206.02000B	Structural Backfill	8925		CU.YD.										
210.20100	Borrow	8041	8041	CU.YD.										
225.00050	Furnish Water	2500	2500	M. GAL.										
240.01010	Erosion Control (Rock Mulch, Gradation C)	11	11	CU.YD.										
240.01030	Erosion Control (Wattles)(12")	7832		L.FT.										
240.01050	Erosion Control (Wattles, 20" Dia)	3404		L.FT.										
240.01060	Miscellaneous Work (Stabilized Construction Access Road)	66		CU.YD.										
310.03012	Aggregate Base Course (Class 2)	3425		CU.YD.										
321.01500	Asphalt Concrete Pavement (SHRP) (City of Glendale approved 9.5 mm Mix)	166		TON				3	3		1			
324.01130	Portland Cement Concrete Pavement (PCCP) 13" Thickness	24127		SQ.YD.										
340.01150	Single Curb, MAG Det. 222, Type A	986		L.FT.										
340.01183	Concrete Curb & Gutter, ADOT C-05.10, Type C and C-1, H=3"	2408		L.FT.										
340.011900	Curb & Gutter, Variable Width Gutter, ADOT C-10.77, Type C	412		L.FT.										
340.01210	Concrete Sidewalk, MAG Det. 230	7023		SQ.FT.										
350.04000	Remove & Salvage Traffic Sign	21		EACH										
350.30000	Remove and Salvage Chain Link Cable Barrier	474		L.FT.										
350.50013	Remove Pipe Plug & Connect to Existing Pipe	1		EACH										
401.01010	Maintenance and Protection of Traffic	1		ALLOW										
401.01020	Furnish And Install Temporary Traffic Control Devices	1		L.SUM										

MATERIALS SAMPLE CHECKLIST

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Note D Minimum one acceptance sample per shift. Minimum one IAS per 20 acceptance samples.
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***** Small quantity, no samples required

ITEM NUMBER	MATERIAL	PLAN QUANTITY	QUANTITY IF VARIES FROM PLAN QUANTITY	UNIT	RECOMMENDED			PROJECT		MCDOT CORR			MCDOT IA	
					ACCP	CORR	IAS	ACCP SAMPLES TAKEN	ACCP SAMPLES TESTED	ACCP	CORR	IAS	ACCP	IAS
Project Bid Items														
401.01100	Uniformed Off-Duty Officer	1		ALLOW										
401.05020	Temporary Concrete Barrier (Installation and Removal)	1300		L.FT.										
401.05032	Temporary Impact Attenuation Devices (Installation and Removal)	10		EACH										
415.03010	Thrie Beam Guardrail Transition, ADOT C-10.30, to 32" Barrier	4		EACH										
416.02150	Guardrail Terminal	4		EACH										
417.01000	Sand Barrel Crash Cushion, ADOT Signing & Marking Std C-1	4		EACH										
460.01000	Remove Paint Stripe	63930		L.FT.										
461.01100	100 mm (4") White Traffic Paint Strip	4710		L.FT.										
461.01200	4" Yellow Traffic Paint Stripe	3770		L.FT.										
461.01600	Paint Median Island	40		L.FT.										
462.01100	100 mm (4") White Thermoplastic Traffic Stripe	134020		L.FT.				2	2					
462.01200	100 mm (4") Yellow Thermoplastic Traffic Stripe	52825		L.FT.				2	2					
462.01510	Thermoplastic Pavement Arrow	31		EACH										
462.01511	Thermoplastic Left Turn Arrow	18		EACH										
462.01512	Thermoplastic Right Turn Arrow	8		EACH										
462.01705	Thermoplastic Pavement Legend "ONLY"	15		EACH										
462.02020	Portland Cement, Removal of Curing Compound for Thermoplastic Application	92325		L.FT.										
462.03020	Portland Cement, Application of Primer-Sealer for Thermoplastic Application	125845		L.FT.										
463.01000	Reflectorized Raised Pavement Marker (Type C, Clear, Red)	3365		EACH										
463.01100	Reflectorized Raised Pavement Marker (Type D, Yellow, 2-Way)	455		EACH										
463.01110	Reflectorized Raised Pavement Marker (Type E, Yellow, Red)	385		EACH										

MATERIALS SAMPLE CHECKLIST

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ITEM NUMBER	MATERIAL	PLAN QUANTITY	QUANTITY IF VARIES FROM PLAN QUANTITY	UNIT	RECOMMENDED			PROJECT		MCDOT CORR			MCDOT IA	
					ACCP	CORR	IAS	ACCP SAMPLES TAKEN	ACCP SAMPLES TESTED	ACCP	CORR	IAS	ACCP	IAS
Project Bid Items														
463.01200	Reflectorized Raised Pavement Marker (Type G, Clear, 1-Way)	380		EACH										
464.02000	Perforated Sign Post	336		L.FT.										
464.02001	Perforated Sign Post Foundation, MCDOT Det. 2058	32		EACH										
464.04005	Bridge Sign Structure (Tubular) (ADOT SD9.20, Type 3F)	1		EACH										
464.04006	Cantilever Sign Structure (ADOT SD9.10, Type 4C)	7		EACH										
464.04007	Cantilever Sign Structure (ADOT SD9.10, Type 3C)	1		EACH										
464.04008	Cantilever Sign Structure (ADOT SD9.10, Type 2C)	2		EACH										
464.05000	Sign Post (Perforated)(2 1/2 T)	264		L.FT.										
464.05001	Foundation for Sign Post (ADOT 2 1/2 T) (ADOT Det S-1, Sheet 3)	24		EACH										
464.06000	Breakaway Sign Post S4X7.7	96		L.FT.										
464.06001	Foundation for Breakaway Sign Post S4X7.7	8		EACH										
464.07000	Breakaway Sign Post W6X12	120		L.FT.										
464.07001	Foundation for Breakaway Sign Post W6X12	10		EACH										
465.01005	Flat Sheet Aluminum Sign Panel, Type IX or Type XI	467		SQ.FT.										
465.01010	Extruded Aluminum Sign Panel, Type IX or Type XI	2723		SQ.FT.										
467.00000	Impact Attenuation Device (Sand Barrel Crash Cushion)(ADOT S&M Det C-1, Type A)	2		EACH										
471.60046	Pull Box (No. 5)	24		EACH										
471.61111	Sch. 40 PVC Electrical Conduit, 50 mm (2") w/ 6mm (¼") Nylon Pull Rope	3675		L.FT.				1	1					
472.61712	Pole Foundation (ADOT)(Type I)(Breakaway Base)	19		EACH										
474.92011	Light Pole (ADOT T.S. 4-5)(Type G)(30 Ft.)	19		EACH				3	3					
477.01100	Underdeck Lighting	1		L.SUM				1	1					
477.82500	250 Watt HPS Luminaire (Horizontal Mount)	19		EACH										

MATERIALS SAMPLE CHECKLIST

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					ACCP	CORR	IAS	ACCP SAMPLES TAKEN	ACCP SAMPLES TESTED	ACCP	CORR	IAS	ACCP	IAS
Project Bid Items														
477.85001	FAA Obstruction Light	19		EACH										
478.01000	Electrical Conductors	1		L.SUM										
502.01040C	Drilled Shaft Foundation, 4' Dia.	880		L.FT.										
502.01040D	Drilled Shaft Foundation, 4' Dia.	1288		L.FT.										
502.01060C	Drilled Shaft Foundation, 6' Dia.	568		L.FT.										
502.01060D	Drilled Shaft Foundation, 6' Dia.	264		L.FT.										
505.01335A	Class A Concrete F'C=3,500	925		CU.YD.										
505.01335B	Class A Concrete F'C=3,500	1807		CU.YD.										
505.01340B	Class A Concrete F'C=4,000	3		CU.YD.										
505.01345A	Class A Concrete F'C=4,500	1640		CU.YD.										
505.01345B	Class A Concrete F'C=4,500	1506		CU.YD.										
505.02100A	Reinforcing Steel	538950		LBS										
505.02100B	Reinforcing Steel	537845		LBS										
505.03000A	Restrainer, Vertical (Expansion)	24		EACH				1	1					
505.03000B	Restrainer, Vertical (Expansion)	28		EACH				1	1					
505.03100A	Restrainer, Fixed	48		EACH				1	1					
505.04100A	Bridge Deck Joint Assembly (Compression Seal)	238		L.FT.				1	1					
505.04100B	Bridge Deck Joint Assembly (Compression Seal)	240		L.FT.				1	1					
505.05141	Concrete Half Barrier, 32" "Type F" with Gutter C-10.52	2515		L.FT.										
505.05143A	F-Shape Bridge Concrete Barrier And Transition (34")	945		L.FT.										
505.05143B	F-Shape Bridge Concrete Barrier And Transition (34")	648		L.FT.										
505.05145A	F-Shape Bridge Concrete Barrier And Transition (44")	945		L.FT.										
505.05145B	F-Shape Bridge Concrete Barrier And Transition (44")	622		L.FT.										

MATERIALS SAMPLE CHECKLIST

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					ACCP	CORR	IAS	ACCP SAMPLES TAKEN	ACCP SAMPLES TESTED	ACCP	CORR	IAS	ACCP	IAS
Project Bid Items														
505.05154	Concrete Barrier Transition, ADOT C-10.71, to Vertical 32" "Type F"	4		EACH										
505.05155	Concrete Median Barrier Transition	74		L.FT.										
505.06000A	Reinforced Concrete Approach Slab	4020		SQ.FT.										
505.06000B	Reinforced Concrete Approach Slab	4799		SQ.FT.										
505.06510	Concrete Transition	1		L.SUM										
505.07000A	Type I Anchor Slab	11255		SQ.FT.										
505.07000B	Type I Anchor Slab	11350		SQ.FT.										
505.10110	Catch Basin, MAG Det. 531, Type B	1		EACH										
505.10150	Catch Basin, MAG Det. 535, Type F	1		EACH										
505.12330	Catch Basin, ADOT C-15.91, Type C Curb	1		EACH										
505.12340	Catch Basin, ADOT C-15.92	2		EACH										
506.00010B	Prestressed CIP Concrete	1		L.SUM										
506.01801A	Precast, P/S Member (AASHTO Type V Girder Modified)	4802		L.FT.										
512.38000A	CIP Retaining Wall, SD 7.01	1710		SQ.FT.										
512.38000B	CIP Retaining Wall, SD 7.01	3438		SQ.FT.										
515.00013	Foundation for Bridge Sign Structure (SD9.20 Type 3F)	2		EACH										
515.00015	Foundation for Cantilever Sign Structure (SD9.10 Type 4C)	7		EACH										
515.00016	Foundation for Cantilever Sign Structure (ADOT SD9.10 Type 3C)	1		EACH										
515.00017	Foundation for Cantilever Sign Structure (ADOT SD9.10 Type 2C)	2		EACH										
618.20324	24" RGRCP, Class III	704		L.FT.										
621.50018	18" Slotted Drain, ADOT C-13.60	20		L.FT.										
924.00530	Bridge and Retaining Wall Aesthetics	1		L.SUM				6	6					
924.01700	Contractor Quality Control	1		L.SUM										

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					ACCP	CORR	IAS	ACCP SAMPLES TAKEN	ACCP SAMPLES TESTED	ACCP	CORR	IAS	ACCP	IAS
Lump Sum Miscellaneous Structures														
1006.1	Curing Compound							1	1					
1006.2	Water at Plant													
406.6	Bitumen Samples							1	1					
601.1	Vertical Restrainers							3	3					
602.1	Grout Flow Cone Test	1	1					1	1					
602.2	PT Strand	1	1					16	16					
605.1	Reinforcing Steel							65	65					
Acceptance Soil Samples														
203.1	Structural Backfill	9535	9535	CU.YD.	7	2		8	8		2			1
203.2	Embankment Material	8041	8041	CU.YD.	4	1		4	4		1			1
203.9	Embankment Index							10	10		2			
220.1015	Riprap D50 Class 6"													
303.1	AB-02	3425	3425	CU.YD.	4	1		5	5		1			1
501.1	Backfill Material													
501.2	Bedding Material													
804	Topsoil													
Proctors														
203.10	Embankment Index							1	1					
203.3	Embankment Material	8041	8041	CU.YD.	1	1		6	6		1			
203.4	Structural Backfill	9535	9535	CU.YD.	1	1		2	2		1			
203.5	Subgrade Material													
303.2	AB-02	3425	3425	CU.YD.	1	1		3	3					
501.3	Backfill Material													
501.4	Bedding Material													

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					ACCP	CORR	IAS	ACCP SAMPLES TAKEN	ACCP SAMPLES TESTED	ACCP	CORR	IAS	ACCP	IAS
Densities														
203.6	Embankment Material	8041	8041	CU.YD.	20			73	73		8			1
203.7	Structural Backfill Material	9535	9535	CU.YD.	96			111	111		12			1
203.8	Subgrade Material							2	2					
303.3	AB-02 Material	12000	12000	L.FT.	4			8	8					
501.5	Pipe Backfill Material							4	4					
501.6	Bedding Material							2	2		1			
501.7	Trench Backfill Material							5	5					
Concrete Samples														
401.1	PCCP Concrete Cylinders 4,000 psi	24127	24127	SQ.YD.	20	4	1	20	20		4			
601.25	Concrete Cylinders 2,500 psi	90	90	CU.YD.	1	1	1	11	11		3			1
601.3	Concrete Cylinders 3,000 psi	46	46	CU.YD.	1	1	1	22	22		4			1
601.35	Concrete Cylinders 3,500 psi	2732	2732	CU.YD.	28	6	1	79	79		12			2
601.4	Concrete Cylinders 4,000 psi	1653	1652	CU.YD.	34	7	1	80	80		16			2
601.45	Concrete Cylinders 4,500 psi	3146	3146	CU.YD.	63	13	2	81	81		19			2
601.5	Concrete Cylinders 5,000 psi													
601.55	Concrete Cylinders 5,500 psi													
601.6	Concrete Cylinders 6,000 psi													
601.65	Concrete Cylinders 6,500 psi													
Concrete Aggregate														
1006.3	Coarse Aggregate (#57)							2	2		1			
1006.4	Coarse Aggregate (# 467) (Class P)							2	2		1			
1006.5	Fine Aggregate (FA)							2	2		1			
1006.6	Coarse Aggregate (#4)							2	2		1			

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Note A One acceptance sample every other day of production. Minimum one IAS per 20 acceptance and one Correlation per 5 acceptance.
Note B Class B and Class S with design compressive strength below 4000 psi - One acceptance sample per 100 CY.
Class S with design compressive strength of 4000 psi or greater, one acceptance per 50 CY. Minimum one IAS per 20 acceptance samples.
Note C Class P - Five Samples per lot for acceptance. Minimum one IAS per 20 acceptance samples.
Note D Minimum one acceptance sample per shift. Minimum one IAS per 20 acceptance samples.
Note E One sample per delivery unit. (per PPD No. 8)
***** Small quantity, no samples required

ITEM NUMBER	MATERIAL	PLAN QUANTITY	QUANTITY IF VARIES FROM PLAN QUANTITY	UNIT	RECOMMENDED			PROJECT		MCDOT CORR			MCDOT IA	
					ACCP	CORR	IAS	ACCP SAMPLES TAKEN	ACCP SAMPLES TESTED	ACCP	CORR	IAS	ACCP	IAS

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:** 5/28/2015

Resident Engineer Signature: _____ **Regional Materials Engineer Signature:** _____

Date: _____ **Date:** _____

ADEQ Arizona Department of Environmental Quality

NOTICE OF INTENT (NOI)

for Construction Activity Discharges

to Waters of the United States under the
AZPDES Stormwater Construction General Permit
(AZG2008-001)

FOR COVERAGE, A COMPLETE AND ACCURATE NOI (INCLUDING REQUIRED FEE) MUST BE SUBMITTED TO:
Arizona Department of Environmental Quality, Surface Water Section / Stormwater and General Permits Unit
1110 West Washington Street, 5415A-1, Phoenix, Arizona 85007

Is this NOI a revision to a project filed under the 2008 AZPDES Stormwater Construction General Permit? _____YES ✓ NO If Yes, complete the following:

- Provide your current authorization number: AZCON - _____
- Provide the name of the project / site in Part II below. You do not need to complete the entire form. Provide only the information that is being changed from the original NOI.
- Complete the certification in Part VI (including signature of authorized signer).

Is the site located on Indian Country Lands?

_____YES ✓ NO

I. OPERATOR (Applicant) INFORMATION:

- Contact Name: Michael Rhode
- Phone Number: (623) 242-0273 Fax Number: (602) 244-9452
- Operator's Business Name: Earthscapes
- Operator's Mailing Address: 4640 E. Cotton Gin Loop
- City: Phoenix State: AZ Zip Code: 85040
- Business Status: Federal:_____ State: _____ Other Public: _____ Private: ✓

II. CONSTRUCTION SITE INFORMATION:

- Project/Site Name: Northern Parkway -Sarival Ave to Dysart Road Landscape
- County Parcel No. (at main entrance):_____ Phone Number: _____
- Type of Project (subdivision, commercial, road, pipeline, utility, ADOT project, etc.): MCDOT road

  If a subdivision, has state or local subdivision approval been obtained? _____YES _____NO

  If yes, provide the Subdivision Certificate of Approval Number: _____
- Is the project part of a larger common plan of development? _____YES ✓ NO

Name of Project: Northern Parkway -Sarival Ave to Dysart Road Landscape

II. CONSTRUCTION SITE INFORMATION *(continued)*

- Does the project have/need other environmental permits or approvals? If so, list them and provide the permit/approval number for each: Dust Permit , possible Burrowing Owls

- Site physical location (Provide address. If no address, provide driving directions from nearest municipality): Northern Parkway biginning at Sarival Ave midway between Northern & Olive Ave along the Butler Drive alignment and continuing to the intersection of Dysart Road & Northern Ave

- City: Glendale State: AZ Zip Code: _____ County: Maricopa

- Estimated Project Start Date: 2/3/2014 (Month/Day/Year) Estimated Project Completion Date: _____ (Month/Day/Year)

- Estimate of total acres (to nearest whole acre) to be disturbed by the entire construction activity: 236

- Estimate of total acres (to nearest whole acre, round up if < 1) to be disturbed by your operations: 215

- **Select the non-stormwater discharges expected to be associated with your construction-related activities:**

____ None	____ Foundation or footing drains – uncontaminated
____ Discharges from emergency fire-fighting activities	____ Potable water well flushing – ephemeral receiving waters only
____ Fire hydrant flushing – ephemeral receiving waters only	____ Waters used for compacting soil – no reclaimed or other wastewaters
✓ Waters used to control dust – no reclaimed or other wastewaters	____ Water used for drilling and coring (e.g., for evaluation of foundation materials) uncontaminated
____ Potable waterline flushing – ephemeral receiving waters only	____ Uncontaminated water from dewatering operations or foundations
____ Routine external building wash down (no detergents)	____ Other (specify) _____
____ Pavement wash waters – no spills or leaks of toxic or hazardous materials and no detergents	
____ Uncontaminated air conditioning or compressor condensate	
____ Uncontaminated groundwater	

Name of Project: Northern Parkway -Sarival Ave to Dysart Road Landscape

III. DISCHARGE LOCATION

- Provide the latitude and longitude of the construction site at the point nearest the receiving water (natural water course):

  Latitude: |__|__|° |__|__|' |__|__| . |_____|" Longitude: |__|__|__|° |__|__|' |__|__| . |_____|"
  (Degrees, minutes, seconds) (Degrees, minutes, seconds)

- Identify the closest receiving water to the construction site (e.g., dry washes, named and unnamed waterbodies, etc.):
  unnamed waters

- Is there a potential for any discharges from the site to enter a municipal separate storm sewer system (MS4), canal, or a privately owned conveyance? _____YES ✓ NO

  If yes, enter the name of the MS4, canal, or conveyance owner: _____

IV. STORMWATER POLLUTION PREVENTION PLAN (SWPPP) – A SWPPP must be developed in accordance with the terms of the general permit before completing and submitting this NOI.

- ____ I confirm that a SWPPP meeting the requirements of the Stormwater Construction General Permit (No. AZG2008-001) has been developed and will be implemented prior to commencing construction activities at this site. The SWPPP will be located at the site during construction activities. If this is a late NOI, a SWPPP has been developed and implemented prior to submitting this NOI. NOTE: ADEQ retains the authority to take enforcement action(s) for any unpermitted discharge or other non-compliance that occurs between the time construction commenced and discharge authorization is issued.

- When construction activities are not actively underway, the SWPPP will be available at the following location:
  Project Trailer located at Olive Ave & Sarival

- Name of SWPPP Contact Person: Linda Chatterton

- Telephone Number of SWPPP Contact Person: (602) 402-1608

- This project may discharge within 1/4 mile of an Impaired or Outstanding Arizona Water: _____ YES ✓ NO

  ____ If yes, a copy of my SWPPP is included with this NOI for review by ADEQ.

Name of Project: Northern Parkway -Sarival Ave to Dysart Road Landscape

V. FEES

✓ I confirm that the correct fee payment is included with the NOI:

____ Less than or equal to I acre: $250.00 *

____ Greater than 1 acre, but less than or equal to 50 acres: $350.00

✓ Greater than 50 acres: $500.00

____ Review of SWPPP by ADEQ, if required (see section IV above): add $1,000.00

Total fee payment included: $ 500.00

____ No fee is required. The signer below represents an Arizona state agency (exempt from AZPDES fees).

____ No fee is required. This is an amendment of an NOI previously filed under the 2008 Stormwater Construction General Permit, for which the fee was paid or not required.

* *(If the project will disturb less than one acre, Stormwater Construction General Permit coverage is required only if the project is part of a larger common plan of development or sale that will ultimately disturb one acre or more.)*

VI. CERTIFICATION BY AUTHORIZED SIGNATORY (see Part VIII.J.1 of the General Permit for requirements)

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision, in accordance with a system designed to ensure that qualified personnel gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage this system, or those persons directly responsible for gathering the information, I believe the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. In addition, as the operator, I certify that I have reviewed and will comply with all the terms and conditions stipulated in the Stormwater Construction General Permit (AZG2008-001)."

- Printed Name: Michael Rhode Title: Director of Operations
- Signature: _____ Date: _____
- Business Name: Earthscapes
- Address: 4640 E. Cotton Gin Loop
- City: Phoenix State: AZ Zip Code: 85040 Phone: (623) 242-0273

NOTICE OF TERMINATION (NOT)

for Construction Activity Discharges to Waters of the United States

Submission of this NOT constitutes notice that the party identified on this form is terminating coverage under the AZPDES general permit. Authorization to construction activity discharges to waters of the United States terminates at midnight on the day the NOT is received by ADEQ. To terminate your project, fax or submit a complete and accurate NOT to:

Arizona Department of Environmental Quality
Water Permits Section — Stormwater & General Permits Unit
1110 West Washington, 5415A-1; Phoenix, Arizona 85007
FAX: (602) 771-4528

I. PERMITTEE INFORMATION

AZPDES Stormwater Construction NOI Authorization Number: AZCON — 532594.

Name of Operator submitted on Notice of Intent (NOI): Michael Rhode, Director of Operations

Operator Business: Earthscapes Address: 4640 E. Cotton Gin Loop

City: Phoenix State: AZ Zip: 85040 Phone: 602-695-5856

II. CONSTRUCTION SITE INFORMATION

Project/Site Name: Northern Parkway - Sarival to Dysart Landscaping

Site address or physical location: Dysart Road west to Sarival Road along both north and south side of Northern Parkway

City: Glendale State: AZ Zip: 85307 County: Maricopa

Provide the latitude/longitude of the specified on the NOI:

Latitude: 33 ° 33 ' 02 " . 87 (Degrees, minutes, seconds)

Longitude: 112 ° 20 ' 45 " . 766 (Degrees, minutes, seconds)

III. REASON FOR TERMINATING COVERAGE: (Check as applicable)

____ Final stabilization has been achieved on all portions of the site for which the operator is responsible.

____ Another operator has assumed control over all areas of the site that have not been finally stabilized. (To qualify for this condition, ADEQ must receive the new operator's NOI application or the new AZCON # with this NOT submittal.) (AZCON-_____)

____ For residential construction only, temporary stabilization has been completed and the residence has been transferred to the homeowner.

____ The operator has obtained coverage under another AZPDES permit. List new permit #(s).____

____ Construction activity was never initiated and plans for construction have been permanently abandoned or indefinitely postponed.

IV. CERTIFICATION BY AUTHORIZED SIGNATORY

"I certify under penalty of law that all stormwater discharges associated with construction activity from the identified facility that are authorized by a general permit have been eliminated or that I am no longer the operator of the facility or construction site. I understand that by submitting this Notice of Termination, I am no longer authorized to discharge stormwater associated with construction activity under this general permit, and that discharging pollutants in stormwater associated with construction activity to waters of the United States is unlawful under the Clean Water Act where the discharge is not authorized by an AZPDES permit. I also understand that the submittal of this Notice of Termination does not release an operator from liability for any violations of this permit or the Clean Water Act."

Printed Name: Michael Rhode Title: Director of Operations

Signature: _____ Date: _____

Business Name (if different from above): _____

Address (if different from above): _____

City: _____ State: _____ Zip: _____ Phone: _____

APPENDIX C – CHANGE ORDER EXAMPLES

Sample Change Order No. 20 ..... C1
Sample Change Order No. 27 ..... C25
Pre-Notification Letter to FHWA C37
Sample Change Order No. 28 ..... C39
Change Order Log Example C57
Change Order Item Report Example C58
Change Order Item List Example C60
Sample Final Quantity Adjustment Change Order C62

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CONSTRUCTION CHANGE ORDER - MCDOT APPROVAL
Maricopa County Department of Transportation

Date: 12/11/2012
Contract No: 2011-025
Contractor Name: Lawrence Construction Company dba LCCO
Project Name: Northern Parkway - Sarival Avenue to Dysart Road

Change Order Number: 20
Amount: $32,796.84

Agenda No: C91-11-180-5
Work Order No: TT195
Federal Project No: STP-MMA-0(034)X
Tracs No: SS59301C

Initial Amount: **$42,266,996.67** Contract Award Date: **01/18/12** Total Prior Chg Orders: **$167,618.33**

The Contractor, by mutual agreement of the parties, shall make the herein described changes to the plans and specifications or do the following described work not included in the plans and specifications on the above-identified contract. All other contract terms and conditions remain unchanged.

To provide full and complete compensation for installation of a 4 inch temporary waterline, in accordance with Attachment A.

With this Change Order, the total amount of the contract has increased: 0.5%
By reason of this change 0 days extension of time will be allowed
The contract completion date is: 04/18/13

The following financial information is submitted:

Initial Contract Amount:	$	42,266,996.67
Amended Contract Amount w/ Previous Change Orders:	$	42,434,615.00
Current Change Order Request:	$	32,796.84
Amended Contact Amount w/ Current Change Order:	***$***	***42,467,411.84***

MCDOT DEPARTMENT DIRECTOR AUTHORIZATION LIMIT:	$	250,000.00
Total Requested Change Orders:	$	200,415.17
Change Order Authorization Remaining:	$	49,584.83

We, the undersigned Contractor, having given careful consideration to the change(s) proposed, hereby agree that upon execution of this change order that we will provide all equipment, furnish all material (except as noted in the bid line item sheet), perform all work specified in the bid line item sheet, and we will accept as full payment therefore the prices shown in the bid line item sheet.

Contractor Name: Lawrence Construction Company dba LCCO
Contractor Address: 1301 West Watkins Street
Phoenix, AZ 85007

Principal (Signature): _____
Printed Name: _____
Title: _____
Date: _____

FHWA APPROVAL ☐ **FA Participation** ☐ **NFA Participation**

I certify that this change is required for this contract

FHWA Representative Date

Consultant (if applicable) Date	I certify that this change is required for this contract Field Manager Date
Branch Manager Date	I certify that funds are available to accomplish this Change Order CIP Cash Flow Manager Date
I certify that this change is within the limits authorized by the Maricopa County Procurement Code Article 5 Contracts Specialist Date	PMC Division Manager Date
Transportation Director/ County Engineer Date	**N/A** Chief Procurement Officer Date

Distribution: Originals - Contractor, Contracts Branch Copies - Branch Manager, Consultant (if applicable), Participating Partner (if applicable), Finance

Maricopa County Department of Transportation

2011-025

Bid Line Items Sheet

CONSTRUCTION CHANGE ORDER NO. 20

Provide description of work to be done, estimate of quantities, and prices to be paid, segregate between additional work at contract price, agreed price and actual cost/ Unless otherwise stated, rates for rental of equipment on actual cost work cover only such time as equipment is actually used and not allowance will be made for idle times.

Bid Item No.	Description	Unit	Estimated Quantity	As-Built Quantity	Difference (+/-)	Unit Price	Difference (+/-)
610.01016-20	4 Inch Temporary Waterline	LSUM	0	1	1.00	$ 32,796.84	$ 32,796.84
	Total for this Sheet						$ 32,796.84

MC DOT TT195 - NORTHERN PARKWAY - SARIVAL AVENUE TO DYSART ROAD

INDEX OF SUPPORTING DOCUMENTATION
CONSTRUCTION CHANGE ORDER NO. 20
4 Inch Temporary Waterline

Document Description	*Attachment "A"*	*Page*
Change Order Scope		1 of 1

MARICOPA COUNTY Department of Transportation

Project STP-MMA-0-(034)X – TT195

Northern Parkway – Sarival Ave to Dysart Rd

Change Order # 020: 4 Inch Temporary Waterline

ATTACHMENT A (Change Order Scope)

REASON: Change order to compensate the contractor for installation of a temporary 4 inch waterline.

DESCRIPTION: This change order will compensate the contractor for all work associated with installing a 4 inch temporary waterline across the Northern Parkway alignment at station 213+00. Project plans require installation of a new 6 inch waterline across the Northern Parkway alignment at station 212+50 replacing an existing 6 inch waterline. Installing the permanent 6 inch waterline prior to construction of the adjacent Mechanically Stabilized Earth (M.S.E.) walls could expose the waterline to damage due to the projected settlement. The existing 6 inch waterline needed to be removed because the M.S.E. wall was going to be built over it. A temporary 4 inch waterline was installed 50 feet from the existing waterline at a depth sufficient to withstand adjacent construction while maintaining uninterrupted water service to adjacent residential properties.

No plan sheets were revised due to this change.

BID ITEMS:

610.01016-20	4 Inch Temporary Waterline	1	$32,796.84	$32,796.84
Total				$32,796.84

COST: $ 32,796.84

SPECIFICATION: In accordance with applicable contract documents.

TIME: 0 Days added to the Contract

TYPE: 1. Utility Conflict

CONTACTS:

S. Alfred Kattan, P.E.	Division Manager	MCDOT	Concurred 1/4/13
Thomas Dietering, P.E.	Area Engineer	FHWA	Concurred 12/13/12
Alexander Arriaga	PM	MCDOT	Notified
David Hopper	PM	MCDOT	Notified
Scott Sales, P.E.	Design Engineer	Parsons	Notified

-SUPPLEMENTAL INFORMATION-
FOR MCDOT INTERNAL REVIEW
NOT PART OF CHANGE ORDER

MC DOT TT195 - NORTHERN PARKWAY - SARIVAL AVENUE TO DYSART ROAD

INDEX OF SUPPORTING DOCUMENTATION
CONSTRUCTION CHANGE ORDER NO. 20
4 Inch Temporary Waterline

Document Description	*Page*
Appendix "A"	
Contractor's Cost Analysis	1 - 13 of 19
Appendix "B"	
Resident Engineer's Independent Cost Analysis	14 - 18 of 19
Appendix "E"	
COFA log	19 of 19

"An Equal Opportunity Employer"

LAWRENCE CONSTRUCTION COMPANY

Heavy Highway Contractor • Design / Build Engineering • Pile Driving

New Mexico License #89179 • Arizona License #ROC24923

November 13, 2012

351203-OC-388

Tristar Engineering & Management, Inc.
200 West Washington Street
Phoenix, Arizona 85003-1611

Re: Northern Parkway Sarival Avenue – Dysart Road
Work order TT195, Contract No. 2011-025
Federal-Aide project No. STP-MMA-0(034)X
Tracs No. SS593 03D/01R/01C

Attention: Carlos R. Lara, P.E.
Resident Engineer

Subject: 6" Temporary By-pass

Mr. Lara P.E.;

Attached is our cost for the relocation of the 6" waterline on 143rd Avenue, which also includes the potholing and survey of the existing along with the removal & disposal of the 10" steel line we found at the same location which was not shown on the plans.

It is requested that aq contract modification be issued to cover these cost so that the payment can be included on the November 2012 MCDOT pay estimate.

Should you have any questions or would like to discuss this request please contact me at 602-312-4726.

Sincerely,

William J. Koch

William J. Koch
Project Manager

Corporate Office:
9002 N. Moore Rd. Littleton CO. 80125
Phone 303-791-5642 • Fax 303.791.5647

Divisional Office:
1301 W. Watkins St. Phoenix, AZ. 85007
Phone 602-507-4592 • Fax 602-507-4593

Support Documentation

CO No. 20 Page 1 of 19

11/13/12

6" waterline on 143rd Avenue

New Installation:

Pot Hole & Survey	$8,493.01
Install Temporary By-pass	$23,253.71
Remove & Dispose 10" Steel Line	$1,050.12
Total:	**$32,796.84**

Support Documentation
CO No. 20 Page 2 of 19

Lawrence Construction Co.

Date: 13-Nov-12
No.:

EXTRA WORK COST ANALYSIS

Work Description: POT HOLE FOR 6" WATER LINE

Lawrence Labor	Class	No. Worker	Hours ST	Hours OT	Wage Rates $/HR ST	Wage Rates $/HR OT	Subtotal	Fringe	OH&P	Subtotal
						Total LCCO Labor	0.00	0.00	0.00	0.00

Lawrence Equipment	Equip. No.	RRBB	Hours Use	Hours Standby	Equip Rates $/HR Use	Equip Rates $/HR Standby	Subtotal Incl. OH&P			Subtotal Incl. OH&P
						Total LCCO Equipment	0.00			0.00

Rented Equipment		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
						Total Rented Equipment	0.00		0.00	0.00

Owner Operated Equipment		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
						Total Owner Operated Equipment	0.00		0.00	0.00

Material		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
						Total Material	0.00		0.00	0.00

Subcontract		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
PDI		1.0	LS		7,466.25		7,466.25		373.31	7,839.56
PDI		1.0	LS		-577.50		-577.50		-28.88	-606.38
PEC		1.0	LS		673.00		673.00		33.65	706.65
						Total Subcontract	7,561.75		378.08	7,939.83

Northern Parkway	Subtotal L, E, M, S	7,561.75	0.00	378.08	7,939.83
Project	Bond Premium	37.81	0.00	1.89	39.70
	Sales Tax	489.03	0.00	24.45	513.48
Job No.-Pay Item-Cost Code	GRAND TOTAL $	8,088.59	0.00	404.42	8,493.01

Support Documentation

CO No 20 Page 3 of 19

Paramount Designs, Inc.
5001 W. Watkins Street
Phoenix, AZ 85043

(602) 258-7544

Invoice: 5922

Recd 041012 - 0417: fav

Sold to

Lawrence Construction Company
1301 W. Watkins Street
Phoenix, AZ 85007

Ship to

Northern Pkwy/Sarival - Dysart
TT-195/Subcontract#351203-26
TRACS#SS593 03D/01R/01C
Phoenix 123002

Account	P.O. Num	Ship Via	Ship Date	Terms	Invoice Date	Page
LAWC				Net 30	3/30/12	1

Item	Quantity	Description	Unit Price	Extended Price
	10.5	Potholing Per Hour 3/15/12 T&M: Change Order #1 143rd Ave & Butler Litchfield, AZ	165.00	1,732.50*
	5	Potholing Per Hour 3/16/12 T&M: Change Order #1 143rd Ave & Butler Litchfield, AZ	165.00	825.00*
	10	Potholing Per Hour 3/22/12 T&M: Change Order #1 143rd Ave & Butler Litchfield, AZ	165.00	1,650.00*
	10.5	Potholing Per Hour 3/29/12 Contract Work Northern & Dysart Litchfield, AZ	165.00	1,732.50*
	9.25	Potholing Per Hour 3/30/12 Contract Work Northern & Dysart Litchfield, AZ	165.00	1,526.25*

* means item is non-taxable

Subtotal 7,466.25

Total $7,466.25

Support Documentation

CO No. 20 Page 4 of 19

Recd 041212 - 0417: fav

Paramount Designs, Inc.
5001 W. Watkins Street
Phoenix, AZ 85043

(602) 258-7544

Invoice: 5938

Sold to

Lawrence Construction Company
1301 W. Watkins Street
Phoenix, AZ 85007

Ship to

Northern Pkwy/Sarival - Dysart
TT-195/Subcontract#351203-26
TRACS#SS593 03D/01R/01C
Phoenix 123002

Account	P.O. Num	Ship Via	Ship Date	Terms	Invoice Date	Page
LAWC				Net 30	3/30/12	1

CREDIT MEMO AGAINST INV# 5922

Item	Quantity	Description	Unit Price	Extended Price
	-3	Potholing Per Hour 3/15/12 T&M: Change Order #1 143rd Ave & Butler Litchfield, AZ	165.00	-495.00*
	-0.5	Potholing Per Hour 3/16/12 T&M: Change Order #1 143rd Ave & Butler Litchfield, AZ	165.00	-82.50*

* means item is non-taxable

Subtotal -577.50

Total -$577.50

Support Documentation
CO No. 20 Page 5 of 19

MAY 10 2019

Lawrence Construction Company
9002 North Moore Road, Littleton, CO 80125
P.O. Box 0 Greeley, Colorado 80632-0710

REQUEST FOR PERIODIC PROGRESS PAYMENT

CONTINUATION SHEET TO FORM 658A

Subcontractor/Vendor (as applicable) Project Engineering Consultants, Ltd..

Subcontractor's/Vendor's Pay Estimate No. 2

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS APPROVED FOR PAYMENT	TOTAL COMPLETED AND STORED TO DATE	6/30/2011 %
			PREVIOUS APPLICATIONS	THIS Northern Parkway			
3/30	Change Order 3 water line	$673		$673		$673	100.0%
	SUBTOTAL (forward to page 1)	$673	$0	$673		$673	100.0%

Support Documentation

CO No. 20 Page 6 of 19

Lawrence Construction Co,

Date: 13-Nov-12
No.:

EXTRA WORK COST ANALYSIS

Work Description: INSTALL TEMPORARY BY PASS 6" WATER LINE @ 143RD AVE

Lawrence Labor	Class	No. Worker	Hours ST	Hours OT	Wage Rates $/HR ST	Wage Rates $/HR OT	Subtotal	Fringe	OH&P	Subtotal
					Total LCCO Labor		0.00	0.00	0.00	0.00

Lawrence Equipment	Equip. No.	RRBB	Hours Use	Hours Standby	Equip Rates $/HR Use	Equip Rates $/HR Standby	Subtotal Incl. OH&P			Subtotal Incl. OH&P
					Total LCCO Equipment		0.00			0.00

Rented Equipment		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
					Total Rented Equipment		0.00		0.00	0.00

Owner Operated Equipment		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
					Total Owner Operated Equipment		0.00		0.00	0.00

Material		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
						Total Material	0.00		0.00	0.00

Subcontract		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
TIERRA CONTRACTING		1.0	LS		15,452.55		15,452.55		772.63	16,225.18
TIERRA CONTRACTING		1.0	LS		919.51		919.51		45.98	965.49
TIERRA CONTRACTING		1.0	LS		2,186.97		2,186.97		109.35	2,296.32
TIERRA CONTRACTING		1.0	LS		2,144.87		2,144.87		107.24	2,252.11
						Total Subcontract	20,703.90		1,035.20	21,739.10

Subtotal L, E, M, S	20,703.90	0.00	1,035.20	21,739.10
Bond Premium	103.52	0.00	5.18	108.70
Sales Tax	1,338.96	0.00	66.95	1,405.91
GRAND TOTAL $	22,146.38	0.00	1,107.33	23,253.71

Northern Parkway
Project

Job No.-Pay Item-Cost Code

Support Documentation

20 Page 7 of 19

TIERRA CONTRACTING INC.

6508 W. NORTHVIEW AVE GLENDALE, AZ 85301

PHONE: 623-435-2808 FAX: 623-435-2830

********* CERTIFIED DBE *********

DATE: ~~5/14/2012~~ 11/10/12

Submitted to:
Lawrence Construction Company
1301 W. Watkins St.
Phoenix, AZ

Project:
Northern Parkway
Sarival Avenue to Dysart Road

PAGE 1 of 1

ATTN: Jerry Koch

The materials below will be used to install a temporary bypass for water on 143rd Ave.
THIS DOES NOT INCLUDE REMOVAL OF PIPE THAT IS TO BE DONE

The materials below will be used to install a temporary bypass for water on 143rd Ave. The pipe will be installed underground without sleeving.

Item	Description	Quantity	Unit	Unit Price	Amount
440.xxxx	4" PVC C900	460	LF	$21.04	$9,680.04
440.xxxx	10" DIP Sleeving	36	LF	$27.36	$984.96
440.xxxx	ABC Bedding	120	TN	$11.40	$1,368.00
440.xxxx	MAG A Concrete	2	SY	$58.00	$116.00
440.xxxx	Chlorination	1	EA	$1,288.00	$1,288.00
	15% Mark Up				$2,015.55
			TOTAL		$15,452.55

We propose to furnish labor, equipment, and materials - complete in accordance with the plans and specifications supplied to us for the above mentioned project. All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over the above proposed estimate.

Respectfully Submitted ,

TIERRA CONTRACTING INC.

Richard Juarez

Accepted By :

For :

Date :

Support Documentation
CO No. 20 Page 8 of 19

TIERRA CONTRACTING INC.

6508 W. NORTHVIEW AVE GLENDALE, AZ 85301

PHONE: 623-435-2808 FAX: 623-435-2830

********* CERTIFIED DBE *********

DATE: 5/18/2012

Submitted to:
Lawrence Construction Company
1301 W. Watkins St.
Phoenix, AZ

Project:
Northern Parkway
Sarival Avenue to Dysart Road

ATTN: Jerry Koch

The invoice below was gathered for the Labor and Equipment on 143rd ave that was recorded on the ADOT Inspectors report dated 5/14/2012

Labor

Item	Description	Quantity	Unit	Hours	Rate	Fringe	Amount
1	Foreman	1	EA	4	$25.22	$9.79	$140.04
2	Pipe Layer	1	EA	4	$19.42	$4.35	$95.08
3	Operator	1	EA	4	$25.25	$9.79	$140.16
4	50% Mark Up						$187.64
				TOTAL			$562.92

Equipment

Item	Description	Quantity	Unit	Hours	Rate	Amount
1	Crew Truck	1	EA	4	$31.91	$127.64
2	420 Backhoe	1	EA	4	$45.61	$182.44
3	15% Mark Up					$46.51
			TOTAL			$356.59

Grand Total $919.51

We propose to furnish labor, equipment, and materials - complete in accordance with the plans and specifications supplied to us for the above mentioned project. All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over the above proposed estimate.

Respectfully Submitted ,

TIERRA CONTRACTING INC.

Richard Juarez

Accepted By :

For :

Date :

Support Documentation
CO No. 20 Page 9 of 19

TIERRA CONTRACTING INC.

6508 W. NORTHVIEW AVE GLENDALE, AZ 85301

PHONE: 623-435-2808 FAX: 623-435-2830

********* CERTIFIED DBE *********

DATE: 5/18/2012

Submitted to:
Lawrence Construction Company
1301 W. Watkins St.
Phoenix, AZ

Project:
Northern Parkway
Sarival Avenue to Dysart Road

PAGE 1 of 1

ATTN: Jerry Koch

The Invoice below was gathered for the Labor and Equipment on 143rd ave that was recorded on the ADOT Inspectors report dated 5/15/2012

Labor

Item	Description	Quantity	Unit	Hours	Rate	Fringe	Amount
1	Foreman	1	EA	8	$25.22	$9.79	$280.08
2	Pipe Layer	1	EA	8	$19.42	$4.35	$190.16
3	Operator	1	EA	8	$25.25	$9.79	$280.32
4	Laborer	1	EA	3	$19.42	$4.35	$71.31
5	Truck Driver	1	EA	2	$18.14	$4.55	$45.38
6	50% Mark Up						$410.94
				TOTAL			$1,278.19

Equipment

Item	Description	Quantity	Unit	Hours	Rate	Amount
1	Crew Truck	1	EA	8	$31.91	$255.28
2	420 Backhoe	1	EA	8	$45.61	$364.88
3	Mack Water Truck	1	EA	4	$48.90	$195.60
4	15% Mark Up					$93.02
			TOTAL			$908.78

Grand Total $2,186.97

We propose to furnish labor, equipment, and materials - complete in accordance with the plans and specifications supplied to us for the above mentioned project. All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over the above proposed estimate.

Respectfully Submitted ,

TIERRA CONTRACTING INC.

Richard Juarez

Accepted By :

For :

Date :

1 of 1

Support Documentation

CO No. 20 Page 10 of 19

TIERRA CONTRACTING INC.

6508 W. NORTHVIEW AVE GLENDALE, AZ 85301

PHONE: 623-435-2808 FAX: 623-435-2830

********* CERTIFIED DBE *********

DATE: 5/18/2012

Submitted to:
Lawrence Construction Company
1301 W. Watkins St.
Phoenix, AZ

Project:
Northern Parkway
Sarival Avenue to Dysart Road

ATTN: Jerry Koch

The invoice below was gathered for the Labor and Equipment on 143rd ave that was recorded on the ADOT inspectors report dated 5/16/2012

Labor

Item	Description	Quantity	Unit	Hours	Rate	Fringe	Amount
1	Foreman	1	EA	7.5	$25.22	$9.79	$262.58
2	Pipe Layer	1	EA	7.5	$19.42	$4.35	$178.28
3	Operator	1	EA	7.5	$25.25	$9.79	$262.80
4	Laborer	1	EA	1	$19.42	$4.35	$23.77
5	Truck Driver	1	EA	2	$18.14	$4.55	$45.38
6	Operator	1	EA	3	$25.25	$9.79	$105.12
7	50% Mark Up						$363.71
				TOTAL + 50% Mark Up			$1,241.63

Equipment

Item	Description	Quantity	Unit	Hours	Rate	Amount
1	Crew Truck	1	EA	7.5	$31.91	$239.33
2	420 Backhoe	1	EA	7.5	$45.61	$342.08
3	Cat Loader IT28G	1	EA	3	$45.61	$136.83
4	Mack Water Truck	1	EA	2	$48.90	$97.80
5	15% Mark Up					$87.21
				TOTAL + 15% Mark Up		$903.24

Grand Total $2,144.87

We propose to furnish labor, equipment, and materials - complete in accordance with the plans and specifications supplied to us for the above mentioned project. All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over the above proposed estimate.

Respectfully Submitted ,

TIERRA CONTRACTING INC.

Richard Juarez

Accepted By :

For :

Date :

Support Documentation

CO No. 20 Page 11 of 19

Lawrence Construction Co,

Date: 13-Nov-12
No.:

EXTRA WORK COST ANALYSIS

Work Description: REMOVE & DISPOSE OF 10" STEEL PIPE (320 LF)

Lawrence Labor	Class	No. Worker	Hours ST	Hours OT	Wage Rates $/HR ST	Wage Rates $/HR OT	Subtotal	Fringe	OH&P	Subtotal
						Total LCCO Labor	0.00	0.00	0.00	0.00

Lawrence Equipment	Equip. No.	RRBB	Hours Use	Hours Standby	Equip Rates $/HR Use	Equip Rates $/HR Standby	Subtotal Incl. OH&P			Subtotal Incl. OH&P
						Total LCCO Equipment	0.00			0.00

Rented Equipment		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
						Total Rented Equipment	0.00		0.00	0.00

Owner Operated Equipment		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
						Total Owner Operated Equipment	0.00		0.00	0.00

Material		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
						Total Material	0.00		0.00	0.00

Subcontract		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
TIERRA CONTRACTING		1.0	LS		934.98		934.98		46.75	981.73
						Total Subcontract	934.98		46.75	981.73

Northern Parkway
Project

Job No.-Pay Item-Cost Code

Subtotal L, E, M, S	934.98	0.00	46.75	981.73
Bond Premium	4.67	0.00	0.23	4.90
Sales Tax	60.47	0.00	3.02	63.49
GRAND TOTAL $	1,000.12	0.00	50.00	1,050.12

Support Documentation

CO No. 20 Page 12 of 19

TIERRA CONTRACTING INC.
6508 W. NORTHVIEW AVE GLENDALE, AZ 85301
PHONE: 623-435-2808 FAX: 623-435-2830
********* CERTIFIED DBE *********

DATE: 6/1-6/2/12

S
L ny
1301 W. Watkins St.
Phoenix, AZ

Project:
Northern Parkway
Sarival Avenue to Dysart Road

PAGE 1 of 1

ATTN: Jerry Koch

The price below is for the removal of 10" steel pipe on 143rd Ave. Tierra removed 125ft on 6/1/12 and 195ft on 6/2/12.

The Labor below reflects the actual hours of work necessary to complete this feature of work.

Item	Description	Quantity	Unit	Hours	Rate	Fringe	Amount
1	Labor	1	EA	5	$19.42	$4.35	$118.85
2	Operator	1	EA	5	$25.25	$9.79	$175.20
3	50% Mark Up						$147.03
				TOTAL + 50% Mark Up			$441.08

The Equipment below reflects the actual hours and equipment of work necessary to complete this feature of work.

Item	Description	Quantity	Unit	Hours	Rate	Amount
1	420 Backhoe	1	EA	5	$45.61	$228.05
2	Dumping Fees	1			$201.43	$201.43
3	15% Mark Up					$64.42
			TOTAL + 15% Mark Up			$493.90

Grand Total $934.98

We propose to furnish labor, equipment, and materials - complete in accordance with the plans and specifications supplied to us for the above mentioned project. All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over the above proposed estimate.

Respectfully Submitted ,

TIERRA CONTRACTING INC.

Richard Juarez

Accepted By :

For :

Date :

Support Documentation
1 of 1
CO No. 20 Page 13 of 19

PRIME CONTRACTOR FORCE ACCOUNT WEEKLY DETAIL SUMMARY SHEET

Date Prepared: 9/12/2012

Contractor Name: Lawrence Construction Company *Contractor Project No:* 351203-OC-15

Contractor Address: 1301 W. Watkins St. Phoenix, AZ. 85007

Tracs No: SS59303C *Project No:* TT195

Section No: 1 *F.A. Description:* 4" Temporary Waterline
Item / F.A. No.: 924.90101-07

Detail No: 1 *Construction Administrator* ABC Consulting
Period Worked: 5/14/12 - 5-21/12
Payroll No: *Prepared by:* J. Smith

Authorized Amount: $50,000.00 *Tax:* 9.90%
Other Tax:

Description	Total
Labor	
Subsistence	
Equipment	
Outside Rental Equipment	
Materials	
Direct Charges	
Subcontract Work	$29,468.94
5% Prime Markup on Subcontractor	$1,473.45
Subtotal	$30,942.39
Sales and Use Tax 9.90% x0.65	$1,991.14
Total	$32,933.53
Bond 0.50%	$164.67
Grand Total	$33,098.20

Contractor Authorized Signature, Date

MCDOT Representative Making Payment, Date

MCDOT Representative Reviewing Payment, Date

MCDOT Resident Engineer, Date
Approved for Payment

Are all invoices for materials and rental equipment attached? ☑ Yes ☐ No

Are certified payrolls attached? ☐ Yes ☐ No

FORM REVISED 3/13/2012

SUBCONTRACTOR FORCE ACCOUNT WEEKLY DETAIL SUMMARY SHEET

Date Prepared: **9/12/2012**

Contractor Name: **Tierra Contracting Inc.** *Subcontractor's Project No:*

Contractor Address: **6508 W. Northern Ave, Glendale, AZ**

Tracs No: **SS59303C** *Project No:* **TT195**

Section No: **1** *F. A. Description:* **4" Temporary Waterline**

F.A. / Item No: **924.90101-07**

Payroll No:

Authorized Amount: **$50,000.00**

Description	Total
Labor plus Subsistence	$3,722.11
Equipment	$2,273.63
Outside Rental Equipment	
Materials	$13,969.46
Direct Charges	$9,503.74
Grand Total	$29,468.94

Are all invoices for rental equipment, materials, and direct charges attached? ☐ Yes ☐ No

Are certified payrolls attached? ☐ Yes ☐ No

FORM REVISED 3/13/2012

SUBCONTRACTOR FORCE ACCOUNT WEEKLY DETAIL SHEET - LABOR

Date Prepared 9/12/2012

Contractor Name: Tierra Contracting Inc. *Contractor Project No:*
Contractor Address: 6508 W. Northern Ave, Glendale, AZ

Tracs No: SS59303C *Section No:* 1 *Detail No:* 1 *Payroll No:*
Project No: TT195 *F.A. / Item No:* 924.90101-07 *Period Worked* 5/14/12 - 5-21/12

LABOR

Note: Certified payrolls required for FA and non-FA projects - If project is on LCP Tracker Submit Weekly Certified Payroll Reporting Form
Attach Statement of Compliance and pages from the payroll showing employees that worked on the Force Account.

Date	Name	Classification	Reg Hrs	OT Hours	Rate	Fringe	Regular Total Rate	Regular Hours Total Pay	OT Rate	OT Total Rate	TOTAL	Subsistence
05/15/12	Diaz, Michael	Pipe Laborer	8.00		$ 21.50	$ 0.97	$ 22.47	$ 179.76	$ 33.22	$ -	$ 179.76	
05/15/12	Pacheco, Jose	Operator	8.00		$ 25.22	$ 9.79	$ 35.01	$ 280.08	$ 47.62	$ -	$ 280.08	
05/14/12	Pacheco, Jose	Operator	4.00		$ 25.22	$ 9.79	$ 35.01	$ 140.04	$ 47.62	$ -	$ 140.04	
05/14/12	Diaz, Michael	Pipe Laborer	4.00		$ 21.50	$ 0.97	$ 22.47	$ 89.88	$ 33.22	$ -	$ 89.88	
05/15/12	Cervantex, Elisio	Laborer	3.00		$ 18.00	$ 3.96	$ 21.96	$ 65.88	$ 30.96	$ -	$ 65.88	
05/15/12	Villegas, Victor	Truck Driver	2.00		$ 16.00	$ 1.77	$ 17.77	$ 35.54	$ 25.77	$ -	$ 35.54	
05/16/12	Pacheco, Jose	Operator	7.50		$ 25.22	$ 9.79	$ 35.01	$ 262.58	$ 47.62	$ -	$ 262.58	
05/16/12	Diaz, Michael	Pipe Laborer	7.50		$ 21.50	$ 0.97	$ 22.47	$ 168.53	$ 33.22	$ -	$ 168.53	
05/16/12	Cervantex, Elisio	Laborer	1.00		$ 18.00	$ 3.96	$ 21.96	$ 21.96	$ 30.96	$ -	$ 21.96	
05/16/12	Villegas, Victor	Truck Driver	2.00		$ 16.00	$ 1.77	$ 17.77	$ 35.54	$ 25.77	$ -	$ 35.54	
05/16/12	Tovias, Day-Vid	Operator	3.00		$ 21.95	$ 9.79	$ 31.74	$ 95.22	$ 42.72	$ -	$ 95.22	
05/17/12	Beltral, Francisco	Laborer/Truck Driver	5.00		$ 15.00	$ 2.77	$ 17.77	$ 88.85	$ 25.27	$ -	$ 88.85	
05/17/12	Pacheco, Jose	Operator	4.00		$ 25.22	$ 9.79	$ 35.01	$ 140.04	$ 47.62	$ -	$ 140.04	
05/17/12	Diaz, Michael	Pipe Laborer	4.00		$ 21.50	$ 0.97	$ 22.47	$ 89.88	$ 33.22	$ -	$ 89.88	
05/17/12	Cervantes, Elisio	Laborer	2.00		$ 18.00	$ 3.96	$ 21.96	$ 43.92	$ 30.96	$ -	$ 43.92	
05/17/12	Villegas, Victor	Truck Driver	1.00		$ 16.00	$ 1.77	$ 17.77	$ 17.77	$ 25.77	$ -	$ 17.77	
05/17/12	Bello, Ramiro	Operator	5.00		$ 21.95	$ 0.97	$ 22.92	$ 114.60	$ 33.90	$ -	$ 114.60	
05/18/12	Diaz, Michael	Pipe Laborer	1.00		$ 21.50	$ 0.97	$ 22.47	$ 22.47	$ 33.22	$ -	$ 22.47	
05/18/12	Beltral, Francisco	Laborer/Truck Driver	10.00		$ 15.00	$ 2.77	$ 17.77	$ 177.70	$ 25.27	$ -	$ 177.70	
05/21/12	Aguillar, Rafael	Operator	2.50		$ 21.95	$ 9.79	$ 31.74	$ 79.35	$ 42.72	$ -	$ 79.35	
05/21/12	Beltral, Francisco	Laborer/Truck Driver	2.50		$ 15.00	$ 2.77	$ 17.77	$ 44.43	$ 25.27	$ -	$ 44.43	
06/02/12	Pacheco, Jose	Operator	5.00		$ 25.22	$ 9.79	$ 35.01	$ 175.05	$ 47.62	$ -	$ 175.05	
06/02/12	Diaz, Michael	Pipe Laborer	5.00		$ 21.50	$ 0.97	$ 22.47	$ 112.35	$ 33.22	$ -	$ 112.35	

Subtotal:	$ 2,481.41	
Labor X .50 = Burden	1,240.70	-
Total:	**$ 3,722.11**	

FORM REVISED 3/13/2012

Grand Total Labor plus Subsistence $ 3,722.11
SUBCONTRACTOR LABOR

SUBCONTRACTOR FORCE ACCOUNT WEEKLY DETAIL SHEET - EQUIPMENT

Date Prepared 9/12/2012

Contractor Name: Tierra Contracting Inc.
Contractor Address 6508 W. Northern Ave, Glendale, AZ

Contractor Project No:

Tracs No: SS59303C
Project No: TT195

Section No: 1
F.A. / Item No: 924.90101-07

Detail No: 1
Period Worked 5/14/12 - 5-21/12

Payroll No:

EQUIPMENT

Note: Attach Blue Book Rate Sheet for each piece of equipment - Rate Effective Dates: (Date Equipment was Used)
If a piece of equipment was not listed in Rental Rate Blue Book AND a cost was not provided by EquipmentWatch rental rates shall be agreed to in writing per Stand. Spec. 109.04(D)(3) (Attach copy of written agreement)

Date	Equipment No.	Description	Operator	Hours Used	Hours Stand-by	Check Box only if Monthly Rate was Negotiated		Monthly RRBB (R)	Hourly RRBB	Hourly 15% Markup	Hourly Operat. Cost (HOC)	Hourly Equip. Rental Rate (HERR)	Hourly Standby Rate	TOTAL
05/14/12	C4E17033	Cat 420E Backhoe	Pacheco, Jose	4.00		☐	0.933	$ 3,280.00	$ 18.64	$ 2.80	$ 26.00	$ 46.00	$ 8.69	$ 184.00
05/15/12	C4E17033	Cat 420E Backhoe	Pacheco, Jose	8.00		☐	0.933	$ 3,280.00	$ 18.64	$ 2.80	$ 26.00	$ 46.00	$ 8.69	$ 368.00
05/15/12	SC0801343	Water truck 2200 Gallon	Villegas, Victor	2.00		☐	0.933	$ 1,705.00	$ 9.69	$ 1.45	$ 35.45	$ 45.84	$ 4.52	$ 91.68
05/16/12	C4E17033	Cat 420E Backhoe	Pacheco, Jose	7.50		☐	0.933	$ 3,280.00	$ 18.64	$ 2.80	$ 26.00	$ 46.00	$ 8.69	$ 345.00
05/16/12	SC0801343	Water truck 2200 Gallon	Villegas, Victor	2.00		☐	0.933	$ 1,705.00	$ 9.69	$ 1.45	$ 35.45	$ 45.84	$ 4.52	$ 91.68
05/16/12	E11200	Loader Cat IT28G	Tovias, Day-Vid	3.00		☐	0.933	$ 3,505.00	$ 19.91	$ 2.99	$ 31.90	$ 53.27	$ 9.29	$ 159.81
05/17/12	C4E17033	Cat 420E Backhoe	Pacheco, Jose	4.00		☐	0.933	$ 3,280.00	$ 18.64	$ 2.80	$ 26.00	$ 46.00	$ 8.69	$ 184.00
05/17/12	SC0801343	Water truck 2200 Gallon	Villegas, Victor	1.00		☐	0.933	$ 1,705.00	$ 9.69	$ 1.45	$ 35.45	$ 45.84	$ 4.52	$ 45.84
05/17/12	Watertruck	Water truck 4000G	Beltral, Francisco	3.00		☐	0.933	$ 3,745.00	$ 21.28	$ 3.19	$ 40.65	$ 63.48	$ 9.93	$ 190.44
05/18/12	C4E17033	Cat 420E Backhoe	Diaz, Michael	1.00		☐	0.933	$ 3,280.00	$ 18.64	$ 2.80	$ 26.00	$ 46.00	$ 8.69	$ 46.00
05/18/12	Watertruck	Water truck 4000G	Beltral, Francisco	1.00		☐	0.933	$ 3,745.00	$ 21.28	$ 3.19	$ 40.65	$ 63.48	$ 9.93	$ 63.48
05/21/12	C4E17033	Cat 420E Backhoe	Aguillar, Rafael	2.50		☐	0.933	$ 3,280.00	$ 18.64	$ 2.80	$ 26.00	$ 46.00	$ 8.69	$ 115.00
05/21/12	Watertruck	Water truck 4000G	Beltral, Francisco	2.50		☐	0.933	$ 3,745.00	$ 21.28	$ 3.19	$ 40.65	$ 63.48	$ 9.93	$ 158.70
06/02/12	C4E17033	Cat 420E Backhoe	Pacheco, Jose	5.00		☐	0.933	$ 3,280.00	$ 18.64	$ 2.80	$ 26.00	$ 46.00	$ 8.69	$ 230.00

FORM REVISED 3/13/2012

Total: $ 2,273.63

SUBCONTRACTOR EQUIPMENT

SUBCONTRACTOR FORCE ACCOUNT WEEKLY DETAIL SHEET - MATERIAL & DIRECT CHARGES

Date Prepared 9/12/2012

Contractor Name: Tierra Contracting Inc. *Contractor Project No:*
Contractor Address: 6508 W. Northern Ave, Glendale, AZ

Tracs No: SS59303C *Section No:* 1 *Detail No:* 1 *Payroll 1*
Project No: TT195 *F.A. / Item No:* 924.90101-07 *Period Work* 5/14/12 - 5-21/12

MATERIALS

Note: Must Attach Invoices - Deduct Discounts and Taxes

Date	Invoice Number	Description	# of Units	Unit Cost	TOTAL
05/14/12		AB Bedding Material	120.00	$11.40	$1,368.00
05/14/12		Class A concrete	2.00	$58.00	$116.00
05/14/12		4" PVC C900	460.00	$21.04	$9,678.40
05/14/12		10" DIP Sleeve	36.00	$27.36	$984.96

Subtotal:	$12,147.36
15% Mark-up	1,822.10
Total Material:	**$ 13,969.46**

DIRECT CHARGES

Note: Reimbursement per Special Provisions - Attach Invoices

Date	Invoice Number	Description	# of Units	Unit Cost	TOTAL
05/14/12		Chlorination	1	$1,288.00	$1,288.00
03/16/12	5922	Potholing - Paramount Desings Inc.	1	$7,466.25	$7,466.25
06/02/12		Dump Charges	1	$201.43	$201.43
03/16/12	5938	Credit - Potholing	1	-$577.50	-$577.50
03/30/12		Survey	1	$673.00	$673.00

Subtotal:	$9,051.18
5% Mark-up	452.56
Total Dir. Charge:	**$ 9,503.74**

FORM REVISED 3/13/2012

SUBCONTRACTOR MATERIAL AND DIRECT CHARGES

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CONSTRUCTION CHANGE ORDER - MCDOT APPROVAL
Maricopa County Department of Transportation

Date: 3/27/2013
Contract No: 2011-025
Contractor Name: Lawrence Construction Company dba LCCO
Project Name: Northern Parkway - Sarival Avenue to Dysart Road

Change Order Number: 27
Amount: $1,288.30

Agenda No: C91-11-180-5
Work Order No: TT195
Federal Project No: STP-MMA-0(034)X
Tracs No: SS59301C

Initial Amount: **$42,266,996.67** Contract Award Date: **01/18/12** Total Prior Chg Orders: **$147,300.53**

The Contractor, by mutual agreement of the parties, shall make the herein described changes to the plans and specifications or do the following described work not included in the plans and specifications on the above-identified contract. All other contract terms and conditions remain unchanged.

To provide full and complete compensation for all costs associated with adding riprap over filter fabric at the BNSF North to South channel, in accordance with Attachment A.

With this Change Order, the total amount of the contract has increased: 0.4%
By reason of this change 0 days extension of time will be allowed
The contract completion date is: 04/18/13

The following financial information is submitted:

Initial Contract Amount:	$	42,266,996.67
Amended Contract Amount w/ Previous Change Orders:	$	42,414,297.20
Current Change Order Request:	$	1,288.30
Amended Contact Amount w/ Current Change Order:	***$***	***42,415,585.50***

MCDOT DEPARTMENT DIRECTOR AUTHORIZATION LIMIT:	$	250,000.00
Total Requested Change Orders:	$	148,588.83
Change Order Authorization Remaining:	$	101,411.17

We, the undersigned Contractor, having given careful consideration to the change(s) proposed, hereby agree that upon execution of this change order that we will provide all equipment, furnish all material (except as noted in the bid line item sheet), perform all work specified in the bid line item sheet, and we will accept as full payment therefore the prices shown in the bid line item sheet.

Contractor Name: Lawrence Construction Company dba LCCO
Contractor Address: 1301 West Watkins Street
Phoenix, AZ 85007

Principal (Signature): _____
Printed Name: _____
Title: _____
Date: _____

FHWA APPROVAL ☐ **FA Participation** ☐ **NFA Participation**

I certify that this change is required for this contract

FHWA Representative Date

Consultant (if applicable) Date	I certify that this change is required for this contract Field Manager Date
Branch Manager Date	I certify that funds are available to accomplish this Change Order CIP Cash Flow Manager Date
I certify that this change is within the limits authorized by the Maricopa County Procurement Code Article 5 Contracts Specialist Date	PMC Division Manager Date
Transportation Director/ County Engineer Date	**N/A** Chief Procurement Officer Date

Distribution: Originals - Contractor, Contracts Branch Copies - Branch Manager, Consultant (if applicable), Participating Partner (if applicable), Finance

Maricopa County Department of Transportation

2011-025

Bid Line Items Sheet

CONSTRUCTION CHANGE ORDER NO. 27

Provide description of work to be done, estimate of quantities, and prices to be paid, segregate between additional work at contract price, agreed price and actual cost/ Unless otherwise stated, rates for rental of equipment on actual cost work cover only such time as equipment is actually used and not allowance will be made for idle times.

Bid Item No.	Description	Unit	Estimated Quantity	As-Built Quantity	Difference (+/-)	Unit Price	Difference (+/-)
208.00010-27	Separation Geotextile Fabric	Sq. Yd.	36809	36899	90.00	$ 1.64	$ 147.60
220.10150-27	Riprap, D50=6"	Cu. Yd.	8517	8539	22.00	$ 51.85	$ 1,140.70
Total for this sheet							$ 1,288.30

MC DOT TT195 - NORTHERN PARKWAY - SARIVAL AVENUE TO DYSART ROAD

INDEX OF SUPPORTING DOCUMENTATION
CONSTRUCTION CHANGE ORDER NO. 27
Channel D Riprap

Document Description	*Attachment "A"*	*Page*
Change Order Scope		1 of 2
Revised Plan Sheet		2 of 2

MARICOPA COUNTY Department of Transportation

Project STP-MMA-0-(034)X – TT195

Northern Parkway – Sarival Ave to Dysart Rd

Change Order # 027: Channel D Riprap

ATTACHMENT A (Change Order Scope)

REASON: Change order to compensate the contractor for installing a three foot wide section of riprap over a filter fabric lining adjacent to Channel D from station 0+98 to station 3+00.

DESCRIPTION: This change order installs a three foot wide section of rip rap over a filter fabric lining adjacent to the BNSF North to South channel (Channel D). Riprap was placed from 26.2 feet to 29.2 feet right of the profile grade line (PGL), from station 0+98 to station 3+00. Following construction of Channel D, sheet flow from a rain event resulted in erosion of material from the adjacent property into the drainage channel. Riprap placed on filter fabric was deemed an appropriate solution to the erosion. Six inch riprap in accordance with Arizona Department of Transportation (ADOT) standard specification 913, and filter fabric material meeting the requirements of 1014 of the special provisions was installed.

This change order will update plan sheet 343.

BID ITEMS:

208.00010-27	**Separation Geotextile Fabric**	**Sq. Yd.**	**90**	**$ 1.64**	**$ 147.60**
220.10150-27	**Riprap, D50=6”**	**Cu. Yd.**	**22**	**$51.85**	**$1,140.70**
Total					**$1,288.30**

COST: $ 1,288.30

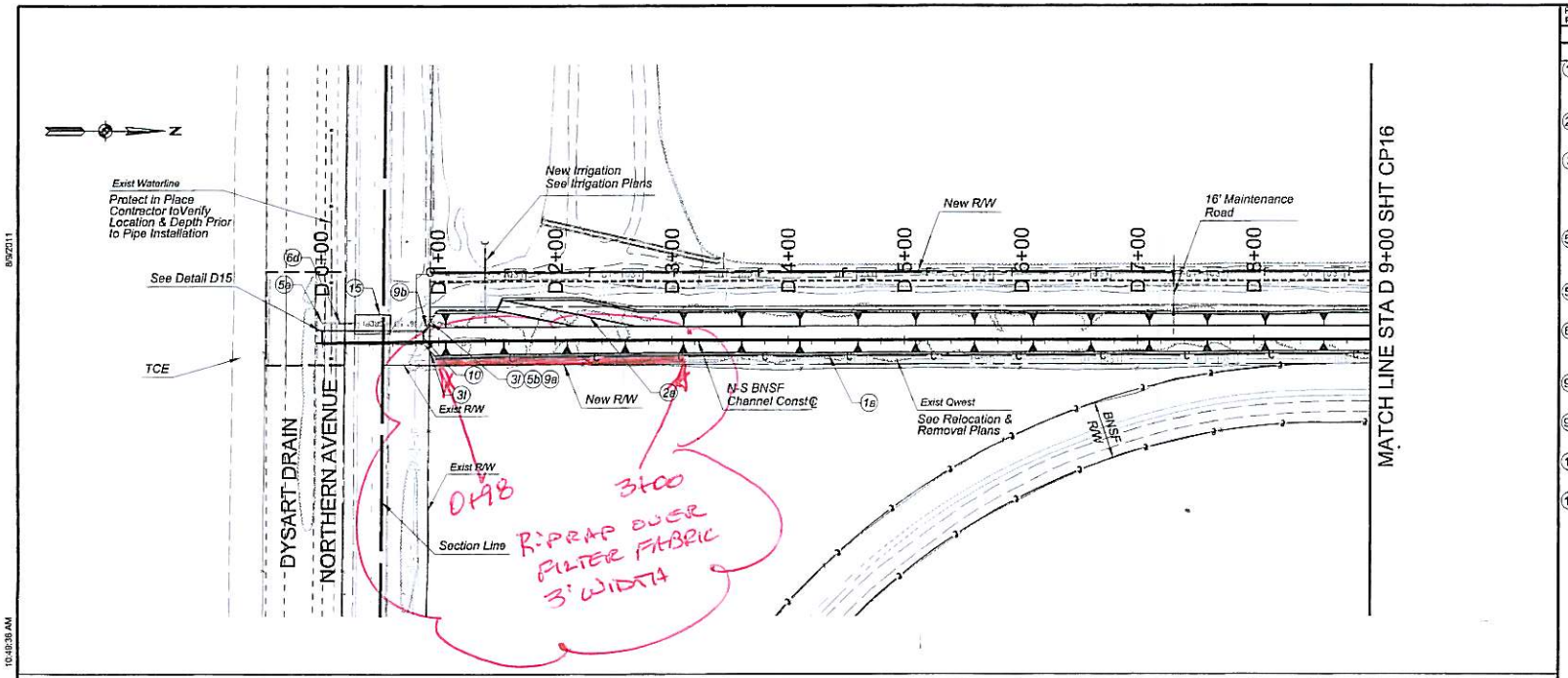
SPECIFICATION: In accordance with applicable contract documents.

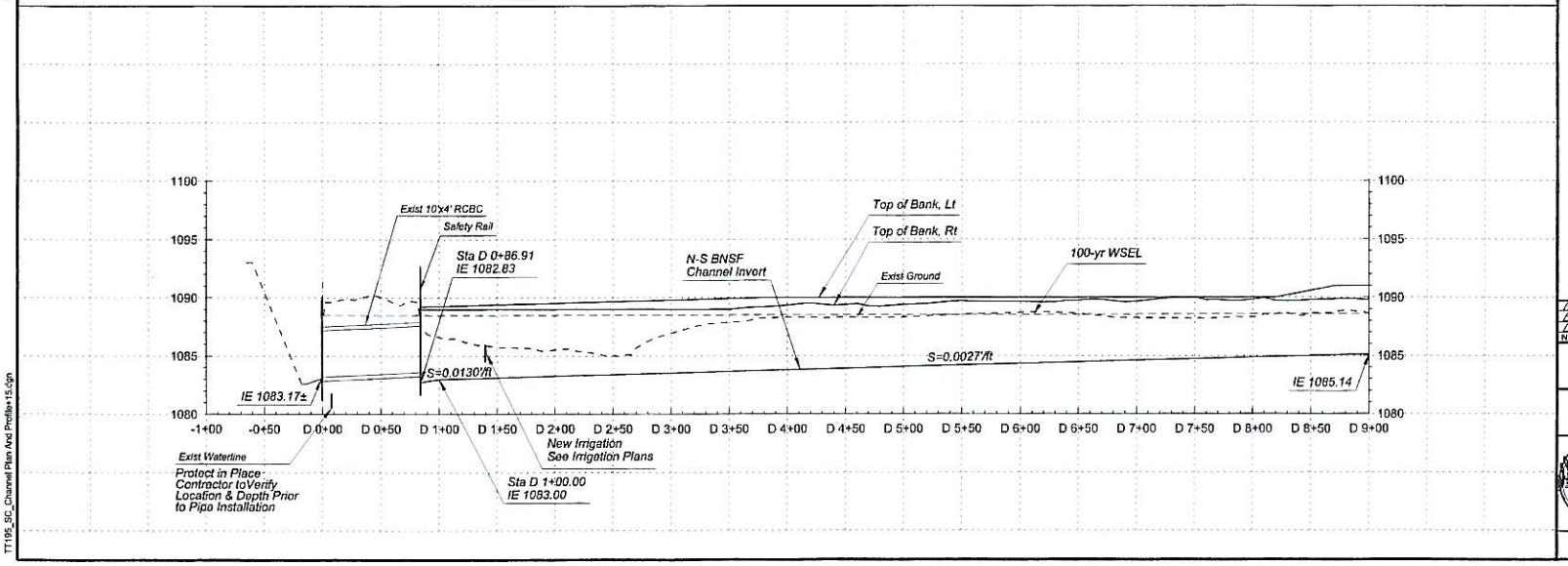
TIME: 0 Days added to the Contract

TYPE: 7. Changed Physical Condition

CONTACTS:

S. Alfred Kattan, P.E.	Division Manager	MCDOT	Concurred 4/15/2013
Thomas Dietering, P.E.	Area Engineer	FHWA	Concurred 4/4/2013
Alexander Arriaga	PM	MCDOT	Notified
David Hopper, P.E.	PM	MCDOT	Notified
Scott Sayles, P.E.	Design Engineer	Parsons	Notified





F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	RECORD DRAWING
9	AZ	TT195	343	751	

CONSTRUCTION

1a	6" CONCRETE CHANNEL LINING SEE DETAIL D1 Sta 0+86.91 to Sta 9+00.00	3990 SY
2a	CONCRETE CHANNEL ACCESS RAMP SEE DETAILS D2 & D3	
3l	RETAINING WALL SEE DETAIL D26 SEE WALL PLAN & PROFILE RW10 RW11	 150 SF 120 SF
5b	WALL TO CHANNEL LINING CONNECTION SEE DETAIL D5 SEE DRAINAGE DETAIL D15	
5e	PIPE AND CHANNEL CONNECTION SEE DETAIL D6	
6d	NEW 36" RGRCP SEE DRAINAGE DETAIL D15 Sta 0+00.00 to Sta 0+91.87	92 LF
9a	SAFETY RAIL, MAG 145 Sta 0+87.33	50 LF
9b	ACCESS BARRIER GATE ADOT STD C-13.75, 36"	1 EA
10	TRASH RACK/SECURITY GATE SEE DETAIL D20	1 EA
15	NEW AC PAVEMENT MAG 200, TYPE A REPLACE IN KIND	34 SY

Key Map

NO.	REVISION	BY	DATE
1			
2			
3			

MARICOPA COUNTY
DEPARTMENT OF TRANSPORTATION
ENGINEERING DIVISION

NORTHERN PARKWAY
SARIVAL AVENUE TO DYSART ROAD
PROJECT NO. TT195

	BY	DATE
DESIGNED	D. DENETDALE	8/11
DRAWN	K. BITTNER	8/11
CHECKED	M. MERZ	8/11

PARSONS

N-S BNSF CHANNEL
STA D 0+00 TO STA D 9+00

SHEET CP15

TRACS NO. S5593 01C

8/9/2011 10:49:36 AM TT195_SC_Channel Plan And Profile+15.dgn

-SUPPLEMENTAL INFORMATION-
FOR MCDOT INTERNAL REVIEW
NOT PART OF CHANGE ORDER

MC DOT TT195 - NORTHERN PARKWAY - SARIVAL AVENUE TO DYSART ROAD

INDEX OF SUPPORTING DOCUMENTATION
CONSTRUCTION CHANGE ORDER NO. 27
Channel D Riprap

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Resident Engineer's Independent Cost Analysis	3 of 6
Appendix "C"	
Designer's email and sketch	4 -5 of 6
Appendix "D"	
COFA log	6 of 6

Bob.

"An Equal Opportunity Employer"

LAWRENCE CONSTRUCTION COMPANY

Heavy Highway Contractor • Design / Build Engineering • Pile Driving

New Mexico License #89179 • Arizona License #ROC24923

March 21, 2013

351203-OC-525

Tristar Engineering & Management, Inc.
200 West Washington Street
Phoenix, Arizona 85003-1611

Re: Northern Parkway Sarival Avenue – Dysart Road
Work order TT195, Contract No. 2011-025
Federal-Aide project No. STP-MMA-0(034)X
Tracs No. SS593 03D/01R/01C

Attention: Carlos R. Lara, P.E.
Resident Engineer

Subject: Filter Fabric

Mr. Lara P.E.;

I have attached our cost to furnish and install filter fabric along the 143rd Channel per the change issued by your office. The location for this work is on the East side of the Channel and North of Northern Avenue.

It is requested that a contract modification be issued in the amount of $476.69 to cover this additional cost as tracked by Inspectors Daily diary of Force Account Work.

Should you have any questions or would like to discuss this request please contact me at 602-312-4726.

Sincerely,

William J. Koch

William J. Koch
Project Manager

Corporate Office:
9002 N. Moore Rd. Littleton CO. 80125
Phone 303-791-5642 • Fax 303.791.5647

Divisional Office:
1301 W. Watkins St. Phoenix, AZ. 85007
Phone 602-507-4592 • Fax 602-507-4593

Lawrence Construction Co,

Date: 21-Mar-13
No.:

EXTRA WORK COST ANALYSIS

Work Description: FILTER FABRIC AT 143RD AVE CHANNEL (11/18 & 19/12)

Lawrence Labor	Class	No. Worker	Hours ST	Hours OT	Wage Rates $/HR ST	Wage Rates $/HR OT	Subtotal	Fringe	OH&P	Subtotal
JOSE CHAVEZ	O2	1.0	4.0		25.22	37.83	100.88	39.16	70.02	210.06
REFUGIO SANTELLARO	L3	1.0	4.0		19.43	29.15	77.72	17.40	47.56	142.68
						Total LCCO Labor	178.60	56.56	117.58	352.74

Lawrence Equipment	Equip. No.	RRBB	Hours Use	Hours Standby	Equip Rates $/HR Use	Equip Rates $/HR Standby	Subtotal Incl. OH&P			Subtotal Incl. OH&P
					93.26					
						Total LCCO Equipment	0.00			0.00

Rented Equipment		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
						Total Rented Equipment	0.00		0.00	0.00

Owner Operated Equipment		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
						Total Owner Operated Equipment	0.00		0.00	0.00

Material		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
FILTER FABRIC		89.76	SY		0.90		80.78		12.12	92.90
						Total Material	80.78		12.12	92.90

Subcontract		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
						Total Subcontract	0.00		0.00	0.00

Subtotal L, E, M, S	259.38	56.56	129.70	445.64
Bond Premium	1.30	0.28	0.65	2.23
Sales Tax	16.77	3.66	8.39	28.82
GRAND TOTAL $	277.45	60.50	138.74	476.69

Northern Parkway
Project

Job No.-Pay Item-Cost Code

MARICOPA COUNTY
Department of Transportation
Project STP-MMA-0(034)X - TT195
Northern Parkway - Sarival Ave to Dysart Rd.
RESIDENT ENGINEER'S INDEPENDENT COST ANALYSIS
Change Order 27 : Channel D Rip Rap

To compensate the contractor for placing riprap with separation geotextile fabric from 26.2 feet right to 29.2 feet right, station 0+98 to 3+00, on BNSF North to South Channel (Channel D)

Cost Analysis

Action	Sec	Item No	Item Description	Unit	Quantity	Unit Price	Extended Amount
Create*	1	208.00010-27	Separation Geotextile Fabric	SQ.YD.	90.00	$1.64	$147.60
Create*	1	220.10150-27	Riprap, D50=6"	CU.YD.	22.00	$51.85	$1,140.70
						Total	**$1,288.30**

Items to be Created*

Create* Bid Item No: 208.00010-27
Separation Geotextile Fabric

Placing a four foot width separation geotextile fabric on BNSF North-South channel from station 0+98 to station 3+00 requires 90 square yards of fabric.

Create* Bid Item No: 220.10150-27
Riprap, D50=6"

Placing a three foot width, one foot deep section of riprap at BNSF North-South channel from 26.2 feet right of PGL to 29.2 feet right of PGL, station 0+98 to station 3+00 requires 22 cubic yards of riprap.

Bob Webb , Project Supervisor

FW: Northern Pkwy - Erosion on N-S BNSF Channel

Jose Rodriguez

Sent: Tuesday, March 26, 2013 2:24 PM

To: Bob Webb

Attachments: NPP 0241(Response).pdf (70 KB) ; Picture 4[1].jpg (1 MB)

---

fyi

Jose Miguel Rodriguez
Tristar Engineering and Management, Inc.
(602) 568-1079

From: Sayles, Scott [Scott.Sayles@parsons.com]
Sent: Tuesday, August 28, 2012 4:52 PM
To: Jose Rodriguez
Cc: Carlos Lara; Shishido, Robin; Robert Clifford; Wilke, Michael; Denetdale, Billie
Subject: RE: Northern Pkwy - Erosion on N-S BNSF Channel

Jose,
Attached is a modification that could be made in the area. The channel would remain as is with some additional rip-rap between the channel and the right-of-way. This area would be having some rock added during the landscape phase but based on the condition today it looks like it should be installed now. To fill in the new holes caused by the recent weather events access to the government land would be needed to fill in all the way to the beginning of the hole.
Thanks,

Scott J. Sayles, P.E.
Project Manager
PARSONS
222 S. Mill Ave. Suite 220 ♦ Tempe, AZ 85281
D:602.734.1104 ♦ O:602.852.9195 ♦ F:602.952.9303
Scott.Sayles@parsons.com ♦ www.parsons.com

NPP0241

From: Jose Rodriguez [mailto:JRodriguez@tristar-az.com]
Sent: Monday, August 27, 2012 12:46 PM
To: Sayles, Scott
Cc: Carlos Lara; Shishido, Robin; Robert Clifford; Wilke, Michael; Denetdale, Billie
Subject: RE: Northern Pkwy - Erosion on N-S BNSF Channel

Scott,

Lawrence is planning pouring on this section of linning within the next two weeks.

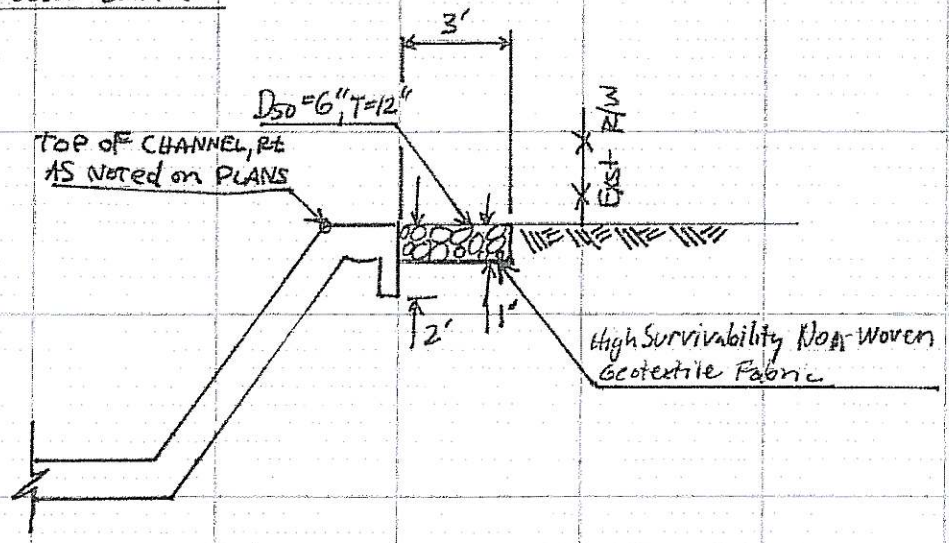
Jose Miguel Rodriguez
Tristar Engineering and Management, Inc.
(602) 568-1079

From: Sayles, Scott [Scott.Sayles@parsons.com]

PARSONS

SUBJECT N-S BNSF Channel (NPP0241) JOB NO. 647169
DRAFT SHEET NO. 1 OF 1
MADE BY BJD DATE 8/28/12 CHECKED BY SJS DATE 8/28/12

N-S BNSF CHANNEL EROSION CONTROL



SECTION LOOKING UPSTREAM
N.T.S.

STA D0+98.46 to STA D3+00.00

ITEM No. 220.10150 Riprap, D_{50}=6" increase QTY = 23 CY

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Maricopa County
Department Of Transportation

2901 West Durango Street
Phoenix, Arizona 85009
www.maricopa.gov

FUTURE CHANGE ORDER PRE-NOTIFICATION

April 2, 2013

S. Alfred Kattan, P.E.
Maricopa County Department of Transportation

Thomas Deitering, P.E.
Federal Highway Administration

Miscellaneous Asphalt Paving
Contract No. 2011-025, Work Order No. TT195, SS59301C
Federal Aid No. STP-MMA-0(034)X
Northern Parkway: Sarival Avenue to Dysart Road

Change Order Description: To compensate the contractor for additional asphaltic concrete paving on Northern Avenue at 135th Avenue and the Sarival Avenue temporary detour.

Change Order Reason: This change order adds asphaltic concrete pavement on Northern Avenue at its intersection with 135th Avenue and on Sarival Avenue between stations 28+00 and 44+00. Construction of the new depressed section of Litchfield Road relied on a gravity storm drain from Litchfield road, crossing Northern Ave at 135th Avenue through concrete box culvert "H. Special Provisions allow only a 30 day closure of Northern Avenue to construct the Northern Avenue cul-de-sac, and specifies this work to be completed near the completion of the contract. The contractor was directed to remove a section of Northern Avenue, construct box culvert "H" crossing the roadway prior to the allowed 30 day Northern Avenue closure to insure drainage capability for Litchfield Road. On Sarival Avenue new asphaltic concrete pavement, widening the roadway, allowed traffic to be shifted to the west. This revised alignment minimized impact to traffic by allowing construction of the Sarival and Loop 303 bridge center piers while maintaining traffic on Sarival Avenue.

Estimated Quantity:	300 Tons
Estimated Cost:	$30,000.00
Schedule Impact:	None
Specifications:	N/A
Comments:	None.
Federal Participation:	[X] FA □ NFA

If you have any questions or would like to further discuss this matter, please feel free to contact me by phone at (602) 768-4178 or by email at Jsmith@abconsulting.com.

John Smith, P.E.
Senior Resident Engineer
ABC Consulting

File: 1000.00

CONSTRUCTION CHANGE ORDER - MCDOT APPROVAL
Maricopa County Department of Transportation

Date: 4/3/2013
Contract No: 2011-025
Contractor Name: Lawrence Construction Company dba LCCO
Project Name: Northern Parkway - Sarival Avenue to Dysart Road

Change Order Number: 28
Amount: $27,119.52

Agenda No: C91-11-180-5
Work Order No: TT195
Federal Project No: STP-MMA-0(034)X
Tracs No: SS59301C

Initial Amount: **$42,266,996.67** Contract Award Date: **01/18/12** Total Prior Chg Orders: **$148,588.83**

The Contractor, by mutual agreement of the parties, shall make the herein described changes to the plans and specifications or do the following described work not included in the plans and specifications on the above-identified contract. All other contract terms and conditions remain unchanged.

To provide full and complete compensation for all costs associated with the additional asphaltic concrete paving on Northern Ave and Sarival Ave, in accordance with Attachment A.

With this Change Order, the total amount of the contract has increased: 0.4%
By reason of this change 0 days extension of time will be allowed
The contract completion date is: 04/18/13

The following financial information is submitted:

Initial Contract Amount:	$	42,266,996.67
Amended Contract Amount w/ Previous Change Orders:	$	42,415,585.50
Current Change Order Request:	$	27,119.52
Amended Contact Amount w/ Current Change Order:	***$***	***42,442,705.02***

MCDOT DEPARTMENT DIRECTOR AUTHORIZATION LIMIT:	$	250,000.00
Total Requested Change Orders:	$	175,708.35
Change Order Authorization Remaining:	$	74,291.65

We, the undersigned Contractor, having given careful consideration to the change(s) proposed, hereby agree that upon execution of this change order that we will provide all equipment, furnish all material (except as noted in the bid line item sheet), perform all work specified in the bid line item sheet, and we will accept as full payment therefore the prices shown in the bid line item sheet.

Contractor Name: Lawrence Construction Company dba LCCO
Contractor Address: 1301 West Watkins Street
Phoenix, AZ 85007

Principal (Signature): _____
Printed Name: _____
Title: _____
Date: _____

FHWA APPROVAL ☐ **FA Participation** ☐ **NFA Participation**

I certify that this change is required for this contract

FHWA Representative Date

Consultant (if applicable) Date	I certify that this change is required for this contract Field Manager Date
Branch Manager Date	I certify that funds are available to accomplish this Change Order CIP Cash Flow Manager Date
I certify that this change is within the limits authorized by the Maricopa County Procurement Code Article 5 Contracts Specialist Date	PMC Division Manager Date
Transportation Director/ County Engineer Date	**N/A** Chief Procurement Officer Date

Distribution: Originals - Contractor, Contracts Branch Copies - Branch Manager, Consultant (if applicable), Participating Partner (if applicable), Finance

Maricopa County Department of Transportation

2011-025

Bid Line Items Sheet

CONSTRUCTION CHANGE ORDER NO. 28

Provide description of work to be done, estimate of quantities, and prices to be paid, segregate between additional work at contract price, agreed price and actual cost/ Unless otherwise stated, rates for rental of equipment on actual cost work cover only such time as equipment is actually used and not allowance will be made for idle times.

Bid Item No.	Description	Unit	Estimated Quantity	As-Built Quantity	Difference (+/-)	Unit Price	Difference (+/-)
321.01700-28	Asphaltic Concrete (Miscellaneous Structural)	Ton	0	296	296.00	$ 91.62	$ 27,119.52
Total for this sheet							$ 27,119.52

MC DOT TT195 - NORTHERN PARKWAY - SARIVAL AVENUE TO DYSART ROAD

INDEX OF SUPPORTING DOCUMENTATION
CONSTRUCTION CHANGE ORDER NO. 28
Miscellaneous Asphalt Paving

Document Description	*Attachment "A"*	*Page*
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MARICOPA COUNTY Department of Transportation

Project STP-MMA-0-(034)X – TT195

Northern Parkway – Sarival Ave to Dysart Rd

Change Order #028: Miscellaneous Asphalt Paving

ATTACHMENT A (Change Order Scope)

REASON: Change order to compensate the contractor for additional asphaltic concrete paving on Northern Avenue at 135th Avenue and the Sarival Avenue temporary detour.

DESCRIPTION: This change order establishes item number 321.01700-28, Asphaltic Concrete (Miscellaneous Structural). The unit price of $91.62 per ton is full and complete compensation, with no unit price adjustments or bituminous price adjustments. Payment for tack coat will be included in the unit price. This change order adds Asphaltic concrete pavement on Northern Avenue at its intersection with 135th Avenue and on Sarival Avenue between stations 28+00 and 44+00. Construction of the new depressed section of Litchfield Road relied on a gravity storm drain from Litchfield road, crossing Northern Ave at 135th Avenue through concrete box culvert "H. Special Provisions allow only a 30 day closure of Northern Avenue to construct the Northern Avenue cul-de-sac, and specifies this work to be completed near the completion of the contract. The contractor was directed to remove a section of Northern Avenue, construct box culvert "H" crossing the roadway prior to the allowed 30 day Northern Avenue closure to insure drainage capability for Litchfield Road. On Sarival Avenue new asphaltic concrete pavement, widening the roadway, allowed traffic to be shifted to the west. This revised alignment minimized impact to traffic by allowing construction of the Sarival and Loop 303 bridge center piers while maintaining traffic on Sarival Avenue.

No modification to the contract plans is required by this change order

BID ITEMS:

321.01700-28	**Asphaltic Concrete (Miscellaneous Structural)**	**TON**	**296**	**91.62**	**$27,119.52**
Total					**$27,119.52**

COST: $ 27,119.52

SPECIFICATION: In accordance with applicable contract documents.

TIME: 0 Days added to the Contract

TYPE: 4. Work Out of Scope (MCDOT)

CONTACTS:

S. Alfred Kattan, P.E.	Division Manager	MCDOT	Concurred 4/15/2013
Thomas Dietering, P.E.	Area Engineer	FHWA	Concurred 4/9/2013
Alexander Arriaga	PM	MCDOT	Notified
David Hopper, P.E.	PM	MCDOT	Notified
Scott Sayles, P.E.	Design Engineer	Parsons	Notified

-SUPPLEMENTAL INFORMATION-
FOR MCDOT INTERNAL REVIEW
NOT PART OF CHANGE ORDER

MC DOT TT195 - NORTHERN PARKWAY - SARIVAL AVENUE TO DYSART ROAD

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Miscellaneous Asphalt Paving

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1000
CC. Below.

"An Equal Opportunity Employer"

LAWRENCE CONSTRUCTION COMPANY

Heavy Highway Contractor • Design / Build Engineering • Pile Driving

New Mexico License #89179 • Arizona License #ROC24923

March 26, 2013

351203-OC-528

Tristar Engineering & Management, Inc.
200 West Washington Street
Phoenix, Arizona 85003-1611

Re: Northern Parkway Sarival Avenue – Dysart Road
Work order TT195, Contract No. 2011-025
Federal-Aide project No. STP-MMA-0(034)X
Tracs No. SS593 03D/01R/01C

Attention: Carlos R. Lara, P.E.
Resident Engineer

Subject: Miscellaneous Paving

Mr. Lara P.E.;

As we have discussed in the past I have attached our cost for the Miscellaneous AC Paving at various locations on the project. Those locations are as follows; Northern Ave to replace AC over the top of the box culvert, replace the AC for the lateral that crossed Northern Ave. at 143rd Ave and the Sarival Shoofly.

It is requested that a contract modification be to cover this additional cost per the attached cost, material purchase and rental equipment.

Should you have any questions or would like to discuss this request please contact me at 602-312-4726.

Sincerely,

William J. Koch

William J. Koch
Project Manager

Corporate Office:
9002 N. Moore Rd. Littleton CO. 80125
Phone 303-791-5642 • Fax 303.791.5647

Divisional Office:
1301 W. Watkins St. Phoenix, AZ. 85007
Phone 602-507-4592 • Fax 602-507-4593

RECEIVED
3/26/13

PULICE CONSTRUCTION, INC.

Date: 02-Jul-12

EXTRA WORK COST ANALYSIS

No.:

Work Description: SUBGRADE FOR AC PAVING AT NORTHERN

Lawrence Labor	Class	No. Worker	Hours ST	Hours OT	Wage Rates $/HR ST	Wage Rates $/HR OT	Subtotal	Fringe	OH&P	Subtotal
BLADE OPERATOR	O3	1.0	3.0		26.30	39.45	78.90	29.37	54.14	162.41
ROLLER	O2	1.0	3.0		25.22	37.83	75.66	29.37	52.52	157.55
LABORS	L3	2.0	6.0		19.43	29.15	233.16	52.20	142.68	428.04
						Total LCCO Labor	387.72	110.94	249.34	748.00

Lawrence Equipment	Equip. No.	RRBB	Hours Use	Hours Standby	Equip Rates $/HR Use	Equip Rates $/HR Standby	Subtotal Incl. OH&P			Subtotal Incl. OH&P
14H Blade	24	V1\S3\P12	3.0		126.45	4.95	379.35			379.35
						Total LCCO Equipment	379.35			379.35

Rented Equipment		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
ROLLER (see invoice)		1.0	LS		624.48		624.48		93.67	718.15
						Total Rented Equipment	624.48		93.67	718.15

Owner Operated Equipment		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
						Total Owner Operated Equipment	0.00		0.00	0.00

Material		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
						Total Material	0.00		0.00	0.00

Subcontract		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
						Total Subcontract	0.00		0.00	0.00

Subtotal L, E, M, S	1,391.55	110.94	343.01	1,845.50
Bond Premium	6.96	0.55	1.72	9.23
Sales Tax	89.99	7.17	22.18	119.34
GRAND TOTAL $	1,488.50	118.66	366.91	1,974.07

Project

Job No.-Pay Item-Cost Code

Lawrence Construction Co,

Date: 02-Jul-12

EXTRA WORK COST ANALYSIS

No.:

Work Description: MISCELLANOUS AC PAVING ON NORTHERN (7/2/12)

Lawrence Labor	Class	No. Worker	Hours ST	Hours OT	Wage Rates $/HR ST	Wage Rates $/HR OT	Subtotal	Fringe	OH&P	Subtotal
BLADE OPERATOR	O3	1.0	3.0		26.30	39.45	78.90	29.37	54.14	162.41
ROLLER	O2	1.0	3.0		25.22	37.83	75.66	29.37	52.52	157.55
LABORS	L3	2.0	6.0		19.43	29.15	233.16	52.20	142.68	428.04
						Total LCCO Labor	387.72	110.94	249.34	748.00

Lawrence Equipment	Equip. No.	RRBB	Hours Use	Hours Standby	Equip Rates $/HR Use	Equip Rates $/HR Standby	Subtotal Incl. OH&P			Subtotal Incl. OH&P
14H Blade	24	V1\S3\P12	3.0		126.45	4.95	379.35			379.35
						Total LCCO Equipment	379.35			379.35

Rented Equipment		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
WET SAW TRIMM AZ)		1.0	LS		38.77		38.77		5.82	44.59
ROLLER (See Subgrade Cost)							0.00		0.00	
						Total Rented Equipment	38.77		5.82	44.59

Owner Operated Equipment		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
						Total Owner Operated Equipment	0.00		0.00	0.00

Material		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
AC FOR PATCH OVER RCBC "H"		1.0	LS		3,080.00		3,080.00		462.00	3,542.00
						Total Material	3,080.00		462.00	3,542.00

Subcontract		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
						Total Subcontract	0.00		0.00	0.00

Subtotal L, E, M, S	3,885.84	110.94	717.16	4,713.94
Bond Premium	19.43	0.55	3.59	23.57
Sales Tax	251.30	7.17	46.38	304.85
GRAND TOTAL $	4,156.57	118.66	767.13	5,042.36

Northern Parkway

Project

Job No.-Pay Item-Cost Code

PULICE CONSTRUCTION, INC.

Date: 06-Jul-12

EXTRA WORK COST ANALYSIS

No.:

Work Description: SAW CUT NORTHERN AVE AT 143RD FOR LATERAL CROSSING

Lawrence Labor	Class	No. Worker	Hours ST	Hours OT	Wage Rates $/HR ST	Wage Rates $/HR OT	Subtotal	Fringe	OH&P	Subtotal
LABOR	L3	1.0	3.0		19.43	29.15	58.29	13.05	35.67	107.01
						Total LCCO Labor	58.29	13.05	35.67	107.01

Lawrence Equipment	Equip. No.	RRBB	Hours Use	Hours Standby	Equip Rates $/HR Use	Equip Rates $/HR Standby	Subtotal Incl. OH&P			Subtotal Incl. OH&P
						Total LCCO Equipment	0.00			0.00

Rented Equipment		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
WET SAW (see invoice)		1.0	LS		312.79		312.79		46.92	359.71
						Total Rented Equipment	312.79		46.92	359.71

Owner Operated Equipment		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
						Total Owner Operated Equipment	0.00		0.00	0.00

Material		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
						Total Material	0.00		0.00	0.00

Subcontract		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
						Total Subcontract	0.00		0.00	0.00

Subtotal L, E, M, S	371.08	13.05	82.59	466.72
Bond Premium	1.86	0.07	0.41	2.34
Sales Tax	24.00	0.84	5.34	30.18
GRAND TOTAL $	396.94	13.96	88.34	499.24

Project

Job No.-Pay Item-Cost Code

PULICE CONSTRUCTION, INC.

Date: 06-Jul-12

No.:

EXTRA WORK COST ANALYSIS

Work Description: AC PAVE NORTHERN AVE AT 143RD FOR LATERAL CROSSING

Lawrence Labor	Class	No. Worker	Hours ST	Hours OT	Wage Rates $/HR ST	Wage Rates $/HR OT	Subtotal	Fringe	OH&P	Subtotal
BLADE OPERATOR	O3	1.0	1.0		26.30	39.45	26.30	9.79	18.05	54.14
LABOR	L3	1.0	1.0		19.43	29.15	19.43	4.35	11.89	35.67
ROLLER OPERATOR	O2	1.0	1.0		25.22	37.83	25.22	9.79	17.51	52.52
						Total LCCO Labor	70.95	23.93	47.45	142.33

Lawrence Equipment	Equip. No.	RRBB	Hours Use	Hours Standby	Equip Rates $/HR Use	Equip Rates $/HR Standby	Subtotal Incl. OH&P			Subtotal Incl. OH&P
14H BLADE	24	V1\S3\P2	1.0		126.45	4.95	126.45			126.45
						Total LCCO Equipment	126.45			126.45

Rented Equipment		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
ROLLER (see invoice)		1.0	LS		456.35		456.35		68.45	524.80
						Total Rented Equipment	456.35		68.45	524.80

Owner Operated Equipment		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
						Total Owner Operated Equipment	0.00		0.00	0.00

Material		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
CEMEX AC MATERIAL		1.0	LS		342.00		342.00		51.30	393.30
DELIVERY		1.0	LS		360.00		360.00		54.00	414.00
						Total Material	702.00		105.30	807.30

Subcontract		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
						Total Subcontract	0.00		0.00	0.00

Subtotal L, E, M, S	1,355.75	23.93	221.20	1,600.88
Bond Premium	6.78	0.12	1.11	8.01
Sales Tax	87.68	1.55	14.31	103.54
GRAND TOTAL $	1,450.21	25.60	236.62	1,712.43

Project

Job No.-Pay Item-Cost Code

PULICE CONSTRUCTION, INC.

Date: 17-Dec-12

No.:

EXTRA WORK COST ANALYSIS

Work Description: PREPARE SUBGRADE FOR SARIVAL SHOOFLY

Lawrence Labor	Class	No. Worker	Hours ST	Hours OT	Wage Rates $/HR ST	Wage Rates $/HR OT	Subtotal	Fringe	OH&P	Subtotal
BLADE OPERATOR	O3	1.0	4.0		26.30	39.45	105.20	39.16	72.18	216.54
LOADER OPERATOR	O2	1.0	4.0		25.22	37.83	100.88	39.16	70.02	210.06
ROLLER OPERATOR	O2	1.0	4.0		25.22	37.83	100.88	39.16	70.02	210.06
LABOR	L3	1.0	4.0		19.43	29.15	77.72	17.40	47.56	142.68
						Total LCCO Labor	384.68	134.88	259.78	779.34

Lawrence Equipment	Equip. No.	RRBB	Hours Use	Hours Standby	Equip Rates $/HR Use	Equip Rates $/HR Standby	Subtotal Incl. OH&P			Subtotal Incl. OH&P
14H BLADE	24	V1\S3\P3	4.0		126.45	4.95	505.80			505.80
LOADER 548J JOHN DEERE	24	V1\S3\P3	4.0		56.77	4.95	227.08			227.08
ROLLER	24	V1\S3\P3	4.0		25.00	4.95	100.00			100.00
						Total LCCO Equipment	832.88			832.88

Rented Equipment		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
						Total Rented Equipment	0.00		0.00	0.00

Owner Operated Equipment		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
						Total Owner Operated Equipment	0.00		0.00	0.00

Material		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
						Total Material	0.00		0.00	0.00

Subcontract		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
						Total Subcontract	0.00		0.00	0.00

Subtotal L, E, M, S	1,217.56	134.88	259.78	1,612.22
Bond Premium	6.09	0.67	1.30	8.06
Sales Tax	78.74	8.72	16.80	104.26
GRAND TOTAL $	1,302.39	144.27	277.88	1,724.54

Project

Job No.-Pay Item-Cost Code

PULICE CONSTRUCTION, INC.

Date: 21-Dec-12

No.:

EXTRA WORK COST ANALYSIS

Work Description: AC PAVESARIVAL FOR SHOOFLY

Lawrence Labor	Class	No. Worker	Hours ST	Hours OT	Wage Rates $/HR ST	Wage Rates $/HR OT	Subtotal	Fringe	OH&P	Subtotal
						Total LCCO Labor	0.00	0.00	0.00	0.00

Lawrence Equipment	Equip. No.	RRBB	Hours Use	Hours Standby	Equip Rates $/HR Use	Equip Rates $/HR Standby	Subtotal Incl. OH&P			Subtotal Incl. OH&P
						Total LCCO Equipment	0.00			0.00

Rented Equipment		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
						Total Rented Equipment	0.00		0.00	0.00

Owner Operated Equipment		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
						Total Owner Operated Equipment	0.00		0.00	0.00

Material		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
						Total Material	0.00		0.00	0.00

Subcontract		Quan.	Unit		Rate $/UN		Subtotal		OH&P	Subtotal
PAVECO		1.0	LS		16,365.66		16,365.66		818.28	17,183.94
						Total Subcontract	16,365.66		818.28	17,183.94

Subtotal L, E, M, S	16,365.66	0.00	818.28	17,183.94
Bond Premium	81.83	0.00	4.09	85.92
Sales Tax	1,058.40	0.00	52.92	1,111.32
GRAND TOTAL $	17,505.89	0.00	875.29	18,381.18

Project

Job No.-Pay Item-Cost Code

COMBS CONSTRUCTION COMPANY, INC.

INVOICE

Invoice Date: **December 31, 2012**
Your Order No. **MCDOT TT-195 / 2011-025**
Our Invoice No. **11.035-02**

Sold To:
Lawrence Construction Co
9002 N Moore Rd
Littleton, Colorado 80125

Ship To:
Northern Parkway
Sarival to Dysart
Maricopa County

Quantity		Description		Unit Price	Amount
245.77	*tn*	*Place AC SHRP 19 mm*	*12/21/12*	*$55.40*	*$13,615.66*
1.00	*ea*	*Tack*		*$250.00*	*$250.00*
1.00	*ea*	*Additional Mobilization*		*$2,500.00*	*$2,500.00*

Please Remit to: P.O. Box 10789 Glendale, AZ 85318 **Total Due** **$16,365.66**

Thank You

Payable Upon Receipt

Mailing Address: P.O. Box 10789, Glendale AZ 85318 • Physical Address: 2801 South 49th Avenue, Phoenix, AZ 85043
Phone (602) 237-4029 • Fax (602) 237-4182 • 1-800-548-7217
Arizona Contractors Lic. 100380 A - New Mexico Contractors Lic. 373780-GA01

MARICOPA COUNTY
Department of Transportation
Project STP-MMA-0(034)X - TT195
Northern Parkway - Sarival Ave to Dysart Rd.
RESIDENT ENGINEER'S INDEPENDENT COST ANALYSIS
Change Order 28 : Miscellaneous Asphalt Paving

To compensate the contractor for asphaltic concrete paving at Northern Avenue's intersection with 135th Avenue and the Sarival Avenue temporary detour from station 28+00 to 44+00.

Cost Analysis

Action	Sec	Item No	Item Description	Unit	Quantity	Unit Price	Extended Amount
Create	1	321.01700-28	Asphaltic Concrete (Miscellaneous Structural)	TON	296.00	$102.01	$30,194.96
						Total	**$30,194.96**

Items to be Created

MARICOPA COUNTY
Department of Transportation
Project STP-MMA-0(034)X - TT195
Northern Parkway - Sarival Ave to Dysart Rd.
RESIDENT ENGINEER'S INDEPENDENT COST ANALYSIS
Change Order 28 : Miscellaneous Asphalt Paving

Create Bid Item No: 321.01700-28
Asphaltic Concrete (Miscellaneous Structural)

Labor Section

Paving Northern Avenue at 135th Avenue and the Sarival Avenue temporary detour from station 28+00 to 44+00 requires a foreman, a paving machine operator, a roller operator a blade operator, a teamster and 5 laborers for 12 hours:

Summary:
1 - Foreman for 12 hours
3 - Operators for 12 hours
5 - Laborers for 12 hours
1 - Teamster for 12 hours

Classification	Quantity	Hours	Hourly Rate	Labor Fringes	Subcontractor Subtotal	Prime Contractor Subtotal
Teamster	1.00	12.00	$21.95	$0.00	$0.00	$395.10
Laborer (Gr 3)	5.00	12.00	$19.42	$4.35	$0.00	$2,139.30
Operator (Gr 3)	3.00	12.00	$26.30	$9.79	$0.00	$1,948.86
Foreman	1.00	12.00	$45.00	$0.00	$0.00	$810.00
* Labor Subtotal = 1.5 x (Hourly Wage + Fringes) which includes Burden and Profit					$0.00	$5,293.26
				5% Markup for subwork:	$0.00	
					Total Labor:	**$5,293.26**

Equipment Section

Paving Northern Avenue at 135th Avenue and the Sarival Avenue temporary detour from station 28+00 to 44+00 requires a pickup, a paving machine, a truck/transport and a roller for 12 hours:

Summary:
1 - Pickup for 12 hours
1 - Paving maching for 12 hours
1 - Blade for 12 hours
1 - Roller for 12 hours
1 - Flatbed transport truck for 12 hours.

MARICOPA COUNTY
Department of Transportation
Project STP-MMA-0(034)X - TT195
Northern Parkway - Sarival Ave to Dysart Rd.
RESIDENT ENGINEER'S INDEPENDENT COST ANALYSIS
Change Order 28 : Miscellaneous Asphalt Paving

Create Bid Item No: 321.01700-28
Asphaltic Concrete (Miscellaneous Structural)

Classification	Quantity	Hours	Hourly Rate	Subcontractor Subtotal	Prime Contractor Subtotal
Blaw-Knox PF-150 AC Paver	1.00	12.00	$106.92	$0.00	$1,283.04
Fixed Gooseneck Equip. Trailer (5	1.00	12.00	$23.05	$0.00	$276.60
Truck Tractor: 6x4 Axle, 50,000 ca	1.00	12.00	$58.49	$0.00	$701.88
Cat CS-563D Compactor	1.00	12.00	$57.26	$0.00	$687.12
Cat 140H Blade	1.00	12.00	$60.97	$0.00	$731.64
Pickup: D, 4x2, 1/2T, conv.	1.00	12.00	$9.07	$0.00	$108.84
				$0.00	$3,789.12
			5% Markup for subwork:	$0.00	
				Total Equipment Cost:	**$3,789.12**

Materials Section

Paving Northern Avenue at 135th Avenue and the Sarival Avenue temporary detour from station 28+00 to 44+00 requires 296 tons of asphaltic concrete and 1 Ton of tack

Description	Quantity	Cost Each	Subcontractor Subtotal	Prime Contractor Subtotal
Tack	1.00	250.00	$0.00	$287.50
Asphaltic Concrete (Miscellaneous Str	296.00	55.40	$0.00	$18,858.16
* Materials Subtotal = 1.15 x (Material Cost)			$0.00	$19,145.66
		5% Markup for subwork:	$0.00	
Material Mark Up: 15 %			**Total Materials:**	**$19,145.66**

Total Labor Cost:	$5,293.26
Total Equipment Cost:	$3,789.05
Total Materials Cost:	$19,145.66
Subtotal:	**$28,227.97**
Contractor's Bond (0.5%):	**$141.14**
Taxes (9.9 of 65%):	**$1,825.55**
TOTAL:	**$30,194.66**

At the current quantity of 296.00 **The Unit Price would be** $102.01

Bob Webb , Project Supervisor

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Change Order Log

Project: Northern Parkway - Sarival Avenue to Dysart Road
Project No: STP-MMA-0(034)X / SS59301C
Work Order: TT195
Contractor: Lawrence Construction Co. dba LCCO

Change Order Subcategories:

1: Value Engineering	$0.00	5: Plan Revisions & Omissions	$25,251.06
2: Design Change (MCDOT)	$0.00	6: Changed Condition	$14,346.40
3: Design Change (Other)	$0.00	7: Other	$125,227.42
4: Quantity Adjustments	($40,882.12)		

Initial Contract Amount: $42,266,996.67

SA no.	Sub-Category	Description	Amount	Est. Contr	Est. RE	Build CRN	Concur. MCDOT	Concur. FCD	Concur. FHWA	Build CO	Signatures RE	Signatures Lawrence	TO MCDOT	TO FHWA	ACCEPTED FHWA	Status
CO 001	5	Updated Drainage Plan Sheets	$ 22,575.66	3/1/2012	3/27/2012	3/27/2012	verbal	5/2/2012	4/20/2012	4/20/2012	4/26/2012	5/2/2012	5/9/2012	5/24/2012	6/19/2012	Complete
CO 002	1	Two Stage MSE Wall	$ -	4/10/2012	4/20/2012	4/20/2012	4/26/2012	N/A	4/26/2012	4/26/2012	4/27/2012	5/2/2012	5/9/2012	0606/2012	6/19/2012	Complete
CO 003	7	Partnering	$ 5,000.00	3/8/2012	5/25/2012	5/25/2012	5/31/2012	N/A	5/25/2012	5/25/2012	5/31/2012	6/18/2012	6/21/2012	7/9/2012	7/16/2012	Complete
CO 004	6	Irrigation Crossing #3	$ 14,346.40	6/5/2012	6/6/2012	6/6/2012	6/12/2012	N/A	6/12/2012	6/12/2012	6/13/2012	6/18/2012	6/21/2012	7/9/2012	7/16/2012	Complete
CO 005	5	Irrigation Crossing #5 & 5A	$ 39,842.81	5/23/2012	6/6/2012	6/6/2012	6/13/2012	6/29/2012	6/13/2012	6/13/2012	7/2/2012	7/16/2012	8/9/2012	8/16/2012	8/21/2012	Complete
CO 006	7	Minor Alterations	$ 50,000.00	N/A	6/28/2012	6/28/2012	7/2/2012	N/A	7/3/2012	7/3/2012	7/3/2012	7/8/2012	8/9/2012	8/16/2012	8/21/2012	Complete
CO 007	5	Concrete Box Culvert "F"	$ 13,073.60	N/A	6/29/2012	6/29/2012	7/2/2012	7/6/2012	7/2/2012	7/2/2012	7/9/2012	7/16/2012	8/1/2012	8/16/2012	8/21/2012	Complete
CO 008	5	BNSF Electrical Conduit	$ 49,073.04	7/5/2012	7/12/2012	7/12/2012	7/27/2012	N/A	7/17/2012	7/17/2012	7/30/2012	8/16/2012	8/28/2012	9/17/2012	9/19/2012	Complete
CO 009	5	Extruded Aluminum Sign Panels	$ 10,564.84	7/13/2012	8/3/2012	8/3/2012	8/9/2012	N/A	8/8/2012	8/8/2012	8/15/2012	9/12/2012	9/17/2012	9/26/2012	10/2/2012	Complete
CO 010	4	Electrical Quantity Corrections	$ (40,882.12)	N/A	8/16/2012	8/16/2012	8/28/2012	N/A	8/21/2012	8/21/2012	8/28/2012	10/1/2012	10/10/2012	10/25/2012	11/14/2012	Complete
CO 011	5	400 Watt Luminaires	$ 21,570.54	5/31/2012	8/23/2012	8/23/2012	8/24/2012	N/A	8/24/2012	8/24/2012	8/18/2012	9/14/2012	9/20/2012	10/25/2012	11/14/2012	Complete
CO 012	5	City of Glendale Street Signs	$ 15,647.82	7/25/2012	8/29/2012	8/29/2012	9/5/2012	N/A	9/5/2012	9/5/2012	9/6/2012		9/27/2012	10/25/2012	11/14/2012	Complete
CO 013	7	OJT Expenses	$ 14,612.19	8/20/2012	9/12/2012	9/12/2012	10/25/2012	N/A	NFA	10/25/2012	10/25/2012	11/14/2012	11/15/2012	12/3/2012	12/6/2012	Complete
CO 014	5	Irrigation Crossing Number 12	$ 46,103.15	6/12/2012	9/26/2012	9/26/2012	9/26/2012	N/A	9/26/2012	9/26/2012	9/27/2012	10/30/2012	11/5/2012	12/12/2012	1/2/2013	Complete
CO 015	5	Storm Drain System 68 Added Pipe	$ 1,546.00	9/4/2012	10/18/2012	10/18/2012	10/24/2012	N/A	10/23/2012	10/23/2012	10/25/2012	11/26/2012	11/29/2012	12/13/2012	1/2/2013	Complete
CO 016	5	Delete Median Paving	$ (62,836.48)	10/3/2012	10/30/2012	10/30/2012	11/1/2012	N/A	12/10/2012	12/10/2012	11/13/2012	12/10/2012	12/18/2012	1/10/2013	1/14/2013	Complete
CO 017	5	Reems and Litchfield Road Paving Revisions	$ (47,130.44)	10/24/2012	10/30/2012	10/30/2012	11/1/2012	N/A	11/7/2012	11/7/2012	11/13/2012	12/20/2012	1/2/2013	1/10/2013	1/14/2013	Complete
CO 018	5	250 Watt Luminaire Vertical Mount	$ 3,598.38	10/23/2012	11/13/2012	11/13/2012	11/14/2012	N/A	11/14/2012	11/14/2012	11/14/2012	12/7/2012	12/13/2012	1/10/2013	1/14/2013	Complete
CO 019	7	Well Repair	$ 10,912.94	10/24/2012	11/15/2012	11/15/2012	11/29/2012	N/A	11/20/2012	11/20/2012	12/4/2012	12/7/2012	12/13/2012	1/10/2013	1/14/2013	Complete
CO 020	7	4 Inch Temporary Waterline	$ 32,796.84	11/13/2012	12/11/2012	12/11/2012	1/4/2013	N/A	12/13/2012	12/13/2012	1/4/2013	1/28/2013	1/31/2013	2/21/2013	3/7/2013	Complete
CO 021	5	Irrigation Crossing Number 7	$ (92,389.35)	10/16/2012	12/21/2012	12/21/2012	1/4/2013	N/A	12/27/2012	12/27/2012	1/4/2013	3/18/2013	3/20/2013	4/12/2013		To FHWA for Approval
CO 022	7	BNSF Temporary Crossing	$ 11,905.45	8/28/2012	1/2/2013	1/2/2013	1/3/2013	N/A	1/3/2013	1/3/2013	1/4/2013	1/15/2013	1/24/2013	4/12/2013		To FHWA for Approval
CO 023	5	Realign Irrigation Crossing Number 6	$ (12,784.00)	1/21/2013	1/30/2013	1/30/2013	1/25/2013	N/A	1/24/2013	1/24/2013	1/31/2013	3/11/2013	3/14/2013	4/12/2013		To FHWA for Approval
CO 024	5	MWD Lateral I Realignment	$16,795.49	12/18/2012	2/11/2013	2/11/2013	1/11/2013	N/A	1/3/2013	1/3/2013	2/12/2013	3/11/2013	3/14/2013	4/12/2013		To FHWA for Approval
CO 025	5	Dysart NW Basin Filter Fabric	$ 11,340.00	2/22/2013	3/11/2013	3/11/2013	3/11/2013	3/12/2013	3/11/2013	3/11/2013	3/13/2013	3/18/2013	4/9/2013	5/3/2013		To FHWA for Approval
CO 026	5	Abandon Inclinometers	$ 12,017.77	3/20/2013	3/26/2013	3/26/2013	3/27/2013	N/A	3/26/2013	3/26/2013	4/1/2013	4/8/2013	4/11/2013	5/3/2013		To FHWA for Approval
CO 027	5	Channel D Riprap	$ 1,288.30	3/21/2013	3/27/2013	3/27/2013	4/15/2013	N/A	4/4/2013	4/4/2013	4/16/2013	4/23/2013	4/23/2013			To MCDOT for Approval
CO 028	7	Miscellaneous Asphalt Paving	$ 27,119.52	3/26/2013	4/2/2013	4/2/2013	4/15/2013	N/A	4/9/2013	4/9/2013	4/16/2013	4/23/2013	4/23/2013			To MCDOT for Approval

Total Change Orders To Date: $ 175,708.35
Revised Contract Amount: $42,442,705.02
Percent Increase: 0.42%

		PENDING CHANGE ORDERS	
		Septic Tank/Trash at Dysart	$30,000.00
		Underdeck Lighting	$5,000.00
		Sarival/303 Rebar	$3,000.00
		Traffic Signal Installation	5,000.00
		Dysart Basin Debris Removal	$20,000.00
		MAG 535 Area Drains	$5,000.00

Estimated Pending Change Orders: $63,000.00
Estimated Revised Contract Amount: $ 42,505,705.02
Percent Increase: 0.56%

Northern Parkway - Sarival Avenue to Dysart Road
Change Order Item Report

CO Number: 1 Increase Structure Quantities

Bid Item No	CO Section	CO Item Quantity	Individ Item
206.02000-01F		30	1
206.02000-01I		66	1
505.01345-01F		10	1
505.01345-01I		20	1
505.02100-01F		1414	1
505.02100-01I		2022	1

CO Number: 1000 Change Order No. 1

Bid Item No	CO Section	CO Item Quantity	Individ Item
440.50012		-4	100
523.10124		5	IR.100
523.12124		-2	IR.100
523.50000		3	IR.100
602.20040		-349	IR.100
610.02012		281	IR.100
610.02024		-369	IR.100
618.20324		118	IR.100
618.20524		28	PR.500
625.01400		-2	IR.100
625.21248		-4	IR.100
635.41000		116	1

CO Number: 1001 Lighting Plan Changes (120329)

Bid Item No	CO Section	CO Item Quantity	Individ Item
464.07000		-24	100
464.07001		-2	100
465.01005		-1575	100
465.01010		1575	1
471.60046		14	100
471.60070		-4	100
471.60080		-4	100
471.61002		-21000	100
471.61111		1084	100
471.61311		1980	100
471.61411		-1600	100
471.61700		253	100
472.61718		4	100

Northern Parkway - Sarival Avenue to Dysart Road
Change Order Item Report

472.61719	-2	100
474.92013	1	100
474.92014	4	100
474.92015	-2	100
477.82500	-18	1
477.84003	-70	1
478.00810	-18440	1
478.00820	40750	100
478.00840	-33466	100
478.00860	11156	100
478.00880	-16660	100
478.00890	-32543	100

CO Number: 1002 FCD 24 Inch Pipe Headwall (04/27/12)

Bid Item No	CO Section	CO Item Quantity	Individ Item
350.01702		44	IR.100
523.12124		1	IR.101

CO Number: 1003 Irrigation Crossing #5

Bid Item No	CO Section	CO Item Quantity	Individ Item
440.50012		296	101
602.20028		211	IR.100

CO Number: 1004 Updated Conduit Sizes - 120510

Bid Item No	CO Section	CO Item Quantity	Individ Item
471.61111		-3288	101
471.61311		1488	101
471.61411		1800	101

CO Number: 1005 Irrigation Crossing #5 (Second)

Bid Item No	CO Section	CO Item Quantity	Individ Item
440.50012		28	103
602.20028		9	IR.101

Northern Parkway - Sarival Avenue to Dysart Road
CO Items - List by Bid Item

Bid Item No: 206.0200 Structural Backfill

CO No	Description	CO Section	CO Quantity
1	Increase Structure Quantities		30.00
			30.00

Bid Item No: 206.0200 Structural Backfill

CO No	Description	CO Section	CO Quantity
1	Increase Structure Quantities		66.00
			66.00

Bid Item No: 350.0170 Remove Existing Concrete Channel Lining

CO No	Description	CO Section	CO Quantity
1002	FCD 24 Inch Pipe Headwall (04/27/12)		44.00
			44.00

Bid Item No: 440.5001 12" PVC C900 Irrigation Pipe

CO No	Description	CO Section	CO Quantity
1000	Change Order No. 1		-4.00
1003	Irrigation Crossing #5		296.00
1005	Irrigation Crossing #5 (Second)		28.00
			320.00

Bid Item No: 464.0700 Breakaway Sign Post W6x12

CO No	Description	CO Section	CO Quantity
1001	Lighting Plan Changes (120329)		-24.00
			-24.00

Bid Item No: 464.0700 Foundation for Breakaway Sign Post W6x12

CO No	Description	CO Section	CO Quantity
1001	Lighting Plan Changes (120329)		-2.00
			-2.00

Bid Item No: 465.0100 Flat Sheet Aluminum Sign Panel, Type IX or Type XI

CO No	Description	CO Section	CO Quantity
1001	Lighting Plan Changes (120329)		-1575.00
			-1575.00

Bid Item No: 471.6004 No. 5 Pull Box

CO No	Description	CO Section	CO Quantity
1001	Lighting Plan Changes (120329)		14.00
			14.00

Bid Item No: 471.6007 Front of Barrier Junction Box, ADOT T.S. 1-8

CO No	Description	CO Section	CO Quantity
1001	Lighting Plan Changes (120329)		-4.00
			-4.00

Bid Item No: 471.6008 Back of Barrier Junction Box, ADOT T.S. 1-8

CO No	Description	CO Section	CO Quantity
1001	Lighting Plan Changes (120329)		-4.00
			-4.00

Bid Item No: 471.6100 Electrical Conduit (1.25")(PVC)

CO No	Description	CO Section	CO Quantity
1001	Lighting Plan Changes (120329)		-21000.00
			-21000.00

Bid Item No: 471.6111 Sch. 40 PVC Electrical Conduit, 50 mm (2") w/ 6mm (¼") Nylon Pull Rope

CO No	Description	CO Section	CO Quantity
1001	Lighting Plan Changes (120329)		1084.00
1004	Updated Conduit Sizes - 120510		-3288.00
			-2204.00

Bid Item No: 471.6131 Electrical Conduit (3")(PVC)

CO No	Description	CO Section	CO Quantity
1001	Lighting Plan Changes (120329)		1980.00
1004	Updated Conduit Sizes - 120510		1488.00
			3468.00

Bid Item No: 471.6141 Electrical Conduit (4")(PVC)

CO No	Description	CO Section	CO Quantity
1001	Lighting Plan Changes (120329)		-1600.00
1004	Updated Conduit Sizes - 120510		1800.00
			200.00

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
FINAL QUANTITY ADJUSTMENT CHANGE ORDER

Date: 7/27/2012

Contractor: Contractors West, Inc.

Work Order: TT357 **Project: Intersection Improvement at Meeker Blvd and Wilson Way**

Bid Item	Item Description	Estimate Quantity	Unit	As-Built Quantity	Difference	Unit Price	Difference
107.01501	Community Relations Support	1	ALLOW	0.286054	-0.713946	$5,000.00	($3,569.73)
301.01000	Subgrade Preparation (includes earthwork)	475.1	SY	515.26	40.16	$103.50	$4,155.41
310.03255	Aggregate Base Course, 10" Thick	295	Ton	222.37	-72.63	$29.50	($2,147.50)
321.01200	Asphalt Conc Pvmt. (Superpave 1/2" Mix, High Tı	62	Ton	81.88	-19.88	$221.00	$4,489.98
321.01300	Asphalt Conc Pvmt. (Superpave 3/4" Mix, High Tı	92	Ton	86.04	-5.96	$227.00	($1,431.24)
329.01000	Bituminous Tack Coat SS-1h, Diluted	0.16	Ton	0	-0.16	$239.00	($37.93)
340.01110	Vert Curb & Gutter, MAG Det 220, Type A, H=6"	677	LF	910	233	$23.75	$5,533.75
340.01160	Single Curb, MAG Det. 222, Type B	30	LF	0	-30	$23.75	($712.50)
340.01210	Concrete Sidewalk, MAG Det 230	300	SF	274	-26	$3.55	($92.30)
340.01311	Sidewalk Ramp, Detail 2031-A	2	EA	4	2	$1,789.00	$3,578.00
340.01323	Curb Ramp, Type C, MAG Detail 235-3	2	EA	0	-2	$1,825.00	($3,650.00)
340.01145	Valley Gutter, MAG Det. 240	690	SF	574.68	-115.32	$9.50	($1,095.54)
340.04220	Concrete Median Paving, 4" Thick	24	SF	10.14	-13.86	$3.85	($53.36)
345.01200	Adjust Water Valve Box & Cover, MAG Det. 391-	2	EACH	2	0	$639.00	$0.00
350.01825	Remove Existing Concrete: Single Curb or Curb a	668	LF	566	-102	$9.45	($963.90)
350.01900	Remove Existing Sidewalk	780	SF	492	-288	$3.55	($1,022.40)
350.01901	Remove Driveway Sidewalk	1041	SF	750	-291	$3.65	($1,062.15)
350.02000	Remove Driveway Pavement	1465	SF	1330	-135	$3.65	($492.75)
350.02250	Remove Concrete Slab	15	SF	6	-9	$3.65	($32.85)
350.04002	Remove Pull Box	1	EA	1	0	$67.50	$0.00
351.01700	Relocate Electric Box and Cover	1	EA	1	0	$500.00	$0.00
351.01900	Relocate Parking Lot Light	1	EA	1	0	$2,500.00	$0.00
401.01000	Traffic Control	1	ALLOW	1.409537	0.409537	$30,000.00	$12,286.11
401.01100	Uniformed Off-Duty Officer	1	ALLOW	0.04106	-0.95894	$10,000.00	($9,589.40)
430.30000	Decomposed Granite, 2" Thick	116	SY	259.5	143.5	$8.00	$1,145.33
430.50000	Landscape/Irrigation Restoration	1	ALLOW	1.073506	0.073506	$15,000.00	$1,102.59
460.01100	Remove Painted Symbol - (Single Arrow)	4	EA	2	-2	$53.00	($106.00)
460.02000	Remove Thermoplastic Stripe	1092	LF	40	-1052	$2.24	($2,356.48)
461.01600	Paint Median Island	2	EA	2	0	$171.00	$0.00
462.01100	4" White Thermoplastic Traffic Stripe	5247	LF	4706	-541	$0.94	($508.54)
462.01200	4" Yellow Thermoplastic Traffic Stripe	922	LF	48	-874	$0.95	($830.30)
462.01511	Thermoplastic Left Turn Arrow	4	EA	4	0	$2.06	$0.00
464.02000	Perforated Sign Post	130	LF	100.34	-29.66	$7.00	($207.62)
464.02001	Perforated Sign Post Foundation, MCDOT DET. 2	13	EA	13	0	$160.00	$0.00
464.03000	U-Channel Sign Post	60	LF	50.34	-9.66	$5.30	($51.20)
464.03001	U-Channel Base Post Installation, MCDOT DET.	5	EA	5	0	$100.00	$0.00
465.01002	Flat Sheet Aluminum Sign Panel, High Intensity G	120.50	SF	120.5	0	$21.80	$0.00
465.01003	Flat Sheet Aluminum Sign Panel, Diamond Grade	6.25	SF	6.25	0	$29.45	$0.00
465.02000	Metro Street Name Sign Installation	4	EA	4	0	$466.00	$0.00
471.60047	No. 7 Pull Box	3	EA	3	0	$625.00	$0.00
471.60057	No. 7 Pull Box w/ Extension	1	EA	1	0	$725.00	$0.00
471.61111	Sch. 40 PVC Electrical Conduit 2" w/1/4" Nylon P	33	LF	59	26	$8.00	$208.00
471.61222	Sch. 40 PVC Electrical Conduit, 2 1/2" w/1/4" Nyl	446	LF	458	12	$23.00	$276.00
471.61310	Sch. 40 PVC Electrical Conduit, 3" w/1/4" Nylon F	78	LF	78	0	$10.00	$0.00
471.61311	Sch. 40 PVC Electrical Conduit, 3" w/1/4" Nylon F	818	LF	818	0	$23.30	$0.00
472.61100	Pole Foundation, Type A, Detail 4720	3	EA	3	0	$625.00	$0.00
472.61300	Pole Foundation, Type J or Q, Detail 4721	2	EA	2	0	$2,200.00	$0.00
472.61400	Pole Foundation, Type K or R, Detail 4721	2	EA	2	0	$2,200.00	$0.00
472.62050	Combination Service Pedestal Battery Back-up S	1	EA	1	0	$535.00	$0.00

Work Order: TT357 **Project: Intersection Improvement at Meeker Blvd and Wilson Way**

Bid Item	Item Description	Estimate Quantity	Unit	As-Built Quantity	Difference	Unit Price	Difference
472.63000	P' Cabinet Foundation, Detail 4723	1	EA	1	0	$750.00	$0.00
474.60115	Type A Signal Pole 14' (install only)	3	EA	3	0	$142.00	$0.00
474.60561	Type Q Signal Pole w/ 30' Mast Arm (Installation	2	EA	2	0	$483.00	$0.00
474.60751	Type R Signal Pole w/ 45' Mast Arm (Installation	1	EA	1	0	$589.00	$0.00
474.60761	Type R Signal Pole w/ 50' Mast Arm (Installation	1	EA	1	0	$595.00	$0.00
474.63001	Pedestrian Push Button w/ Sign (Installation Only	8	EA	8	0	$70.00	$0.00
475.61451	Electrical Service Pedestal 'SP' and Battery Back	1	EA	1	0	$290.00	$0.00
475.62201	Controller Cabinet, Type G, Detail 4825 (Installat	1	EA	1	0	$245.00	$0.00
476.61201	12" Signal Indication, Type 'F', Signal Face, Side	4	EA	4	0	$164.00	$0.00
476.61211	12" Signal Indication, Type 'F' Signal Face Plumb	10	EA	10	0	$165.00	$0.00
476.62010	Pedestrian Signal, Side Mount (Installation Only)	8	EA	8	0	$108.00	$0.00
477.61101	Luminaire, Mast Arm 15' (Installation Only)	2	EA	2	0	$79.00	$0.00
477.61211	Luminaire, Mast Arm 20' (Installation Only)	2	EA	2	0	$90.00	$0.00
477.82501	250 Watt HPS Luminaire (Horizontal Mount) - (Ins	4	EA	4	0	$104.00	$0.00
478.01000	Electrical Conductors (New Signal Installation - p	1	LS	1	0	$10,000.00	$0.00
481.00059	ITS No. 9 Pull Box Installation, Detail 4811	1	EA	0	-1	$2,784.00	($2,784.00)
481.61014	Sch. 40 PVC Fiber Optic Conduit, 2" (Trenched)	30	LF	31.5	1.5	$15.00	$22.50
485.02123	Video Detection Equipment Assembly, Each Appr	4	EA	4	0	$302.00	$0.00
485.83001	Fire Pre-emption Equipment (Installation Only)	4	EA	4	0	$204.00	$0.00
486.82000	Spread Spectrum Radio System (Installation Onl	1	EA	1	0	$259.00	$0.00
401.01000-01	Traffic Control	1	ALLOW	1	0	$2,370.16	$0.00

AS BID COST OF PROJECT	$293,110.98
PREVIOUS CHANGE ORDERS	$2,370.16
THIS QUANTITY ADJUSTMENT	$0.00
AS BUILT COST OF PROJECT	$295,481.14

The undersigned Contractor certifies that the work covered by this application for payment has been completed in accordance with the Contract Documents, and, pursuant to A.R.S. 34-221, the contractor has applied the proceeds of previous payments to pay all subcontractors and material suppliers then due and owing.

Prepared by _____ Date _____
Owner's Repersentative

Contractor _____ Date _____
Contractors West, Inc.

Submitted by _____ Date _____
Construction Engineer

Approved by _____ Date _____
Division Manager, Construction & Operations

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APPENDIX D – MISCELLANEOUS

MCDOT Approved Materials List D1
Sample Construction Advisory..... D3
Sample Monthly Partnering Report D5

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MCDOT APPROVED MATERIALS LIST

ITEM	MANUFACTURER
Detectable Warnings Requests for product approval are to be directed to: MCDOT Operations and Maintenance Division, 2919 West Durango Street, Phoenix, 85009 Phone: (602) 506-4684	ADA Solutions, Inc.: Federal Yellow ADA Composite Wet Set Replaceable TWS Units, 1-800-372-0519 Arcis Corp: ADA Arcis Tactile (Detectable Warning Panels – red is the only approved color), 1-503-647-5042 Masco: CASTinTACT Detectable Warning Panels, 1-800-484-2261 RampDome Systems: Detectable Warning Panels, 602-791-2818 StrongGo: TekWay Dome Tiles, 1-866-439-3216 Neenah Foundry: Detectable Warning Plates, 602-284-9468
TRAFFIC SIGNAL MATERIALS Direct questions concerning traffic signal materials to: Steve Poole, Traffic Signal Branch Mgr. (602) 506-8660, email: StevePoole@mail.maricopa.gov	
Cabinet and Controller Assembly	Econolite TS-2, Type 2, Plug n Go, ACS/3-2100 Controller
Conduit warning tape	Presco
Elec. Service Pedestal	Tesco Cat. No. 26-000 (for Lighting Only) Tesco Cat. No. 22-000/27-000 BBS Combination (for Signal and ITS Services)
Intersection Lighting Luminaires	GE (GE-M250A2) ITT COOPER (OVHB04LEDEUSL3) – 45' roadway width COOPER (OVHB06LEDEUSL3) – 100' roadway width
LED Count-down Pedestrian Signal Heads	GE Lumen Dialite
Liquid Waterproofing Splicing Compound	3M Scotch Kote
Loop Sealant- Cold Application	Tri-American No. TA-500
Loop Sealant-Hot Application	Krafco No. 34271
Pedestrian Pushbutton Signs	Automatic Signal-Eagle Signal Pelco Products Inc McCain Traffic Supply Traffic Parts Inc Traffic Signal Hardware
Pedestrian Pushbuttons	McCain Traffic Supply Inc Traffic Parts Inc
Pull Boxes	Christy Fibrelite

MCDOT APPROVED MATERIALS LIST

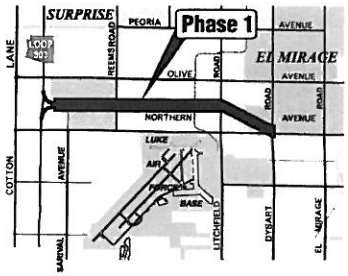
ITEM	MANUFACTURER
Signal Battery Backup System	Tesco SUA1400LX209
Traffic Signal LED Lamp	GE Lumen Dialite
Traffic Signal Poles, Signal and Luminaire Mast Arms	Ameron Valmont Millerbernd
Vehicular and Pedestrian Mounting Hardware	Econolite Control Products Inc Automatic Signal-Eagle Signal Pelco Products Inc McCain Traffic Supply Traffic Parts Inc. Traffic Signal Hardware
Vehicular Traffic Signal Heads	McCain Traffic Supply Eagle
Video Detection System	ITERIS EDGE II 4-Camera System ITERIS Vantage Video/Radar System
Wire Marking Tape	3M Scotchcode Wire Marker Tape Panduit
Wire nuts	IDEAL part numbers 451, 452 & 454

MARICOPA COUNTY MCDOT TRANSPORTATION

Right Road Right Time Right Cost

June 2012 • Issue 6

MCDOT Project # TT195



REGIONAL TRANSPORTATION PLAN
MARICOPA ASSOCIATION of GOVERNMENTS

CITY OF EL MIRAGE ARIZONA

GLENDALE

CITY OF PEORIA

MARICOPA COUNTY

District 4 Supervisor, Max Wilson

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MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

CREATING NEW COMMUNITY HORIZONS

Northern Parkway Program

Loop 303 to US60/Grand Avenue

A Transportation Partnership of El Mirage, Glendale, Peoria, Maricopa County and Maricopa Association of Governments

Northern Parkway: Sarival Avenue to Dysart Road

Road Closure Advisory

Northern Avenue, East of Reems Road to Litchfield Road 7/6/12 to 7/9/12

Glendale, AZ---Beginning at 9:00 p.m. Friday, July 6, 2012, the Maricopa County Department of Transportation (MCDOT) contractor will temporarily close Northern Avenue from east of Reems Road to Litchfield Road to accommodate new concrete box culvert installation. During this time, Reems Road and Litchfield Road will remain open. Access to Falcon Dunes Golf Course will be maintained via Reems Road. Glendale Avenue or Olive Avenue may be used as an alternate route. Northern Avenue is scheduled to reopen by 5:00 a.m., Monday, July 9, 2012.

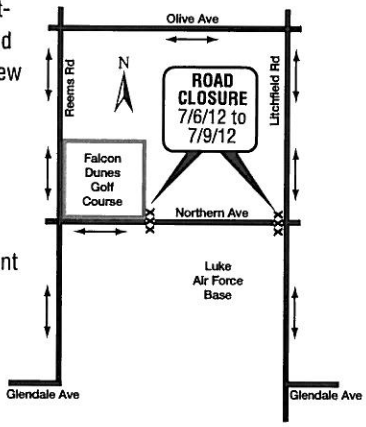
We apologize for any inconvenience this may cause. Road closure during construction facilitates roadway improvements, enhances safety for motorists and workers, expedites the project schedule, decreases construction cost and minimizes inconveniences to the traveling public.

Thank you for your patience and cooperation.

Project Information

This initial phase of the Northern Parkway Program, extending between Sarival Avenue and Dysart Road, will construct an interim four-lane roadway consisting of the eastbound and westbound auxiliary lanes and the two outside travel lanes (one lane in each direction) of the ultimate six-lane Northern Parkway. (A center concrete barrier and an additional inside lane in each direction will be added in the future to form the ultimate six-lane configuration).

Connecting ramps for future grade-separated intersections (overpasses); bridge structures at the BNSF spur/143rd Avenue and Sarival Avenue crossings; new curb, gutter and street lighting at on/off ramps and intersecting crossstreets; and the installation of new traffic signals at Sarival Avenue, Reems Road and Litchfield Road will also be constructed as part of this current project.



Work began at the west end of the project at the intersection of Sarival Avenue and Butler Road and continues eastward to Litchfield Road and then shifts southeastward to connect with the current Northern Avenue alignment, and continues eastward to match existing improvements at Dysart Road. Construction activity between Sarival Avenue and Dysart Road will take approximately 13 months and completion is slated for Spring 2013. Landscaping along the new parkway will be provided as part of a separate contract following construction completion.

This project is funded in part by voter-approved Prop 400 – MAG (Maricopa Association of Governments) Regional Transportation Plan (www.letskeepmoving.org).

Work Zone Traffic Restrictions

Please obey flag persons and special construction signs and drive cautiously when traveling through the construction work zone. In addition, please allow extra time to travel through the area as there may be traffic delays. Temporary closures or lane restrictions can be anticipated. Access will be maintained at all times for residents, businesses and emergency vehicles.

24-hour Construction Hotline: (480) 350-9288

Habla español Si desea recibir esta información en Español, favor llame (480) 350-9288.

Construction Work Hours: In accordance with seasonal changes, the MCDOT contractor may begin activities as early as 6:00 a.m. and work until 7:00 p.m. Some evening or weekend work may be required. We apologize for any inconvenience this may cause. Thank you for your patience!

Safety Matters!

Please obey flag persons and special construction signs and drive cautiously when traveling through the construction work zone. In addition, please allow extra time to travel through the area as there may be traffic delays.

About the Northern Parkway Program

The future 12.5 mile segment of Northern Parkway extending between Loop 303 and US 60/Grand Avenue will traverse along the current Butler Drive alignment between Loop 303 and Litchfield Road north of Luke Air Force Base (LAFB) and then shift southeastward along the current alignment of Northern Avenue through the jurisdictions of El Mirage, Glendale, Peoria and Maricopa County.

The future Northern Parkway ultimate configuration will generally consist of six through lanes (three travel lanes in each direction with a center median). Grade-separated overpasses will enhance traffic flow at major arterial intersections, including Sarival Avenue, Reems Road, Litchfield Road, Dysart Road, El Mirage Road, 93rd Avenue (west ramps), 91st Avenue (east ramps), 83rd Avenue and 75th Avenue. A grade-separated underpass will be constructed at the intersection of 103rd Avenue. Overpasses will also cross over the BNSF Railroad at 143rd Avenue, 99th Avenue and 97th Avenue. Major bridges will cross the Agua Fria River, New River, US 60/Grand Avenue, BNSF Railroad and a bypass bridge will cross over Loop101.

MARICOPA COUNTY
DEPARTMENT OF TRANSPORTATION
c/o 7227 N. 16th Street, Suite 101
Phoenix, Arizona 85020

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
CREATING NEW COMMUNITY HORIZONS
Northern Parkway Program
Loop 303 to US60/Grand Avenue
A Transportation Partnership of El Mirage, Glendale, Peoria, Maricopa County and Maricopa Association of Governments

May 2012 • Issue 5
MCDOT Project # TT195

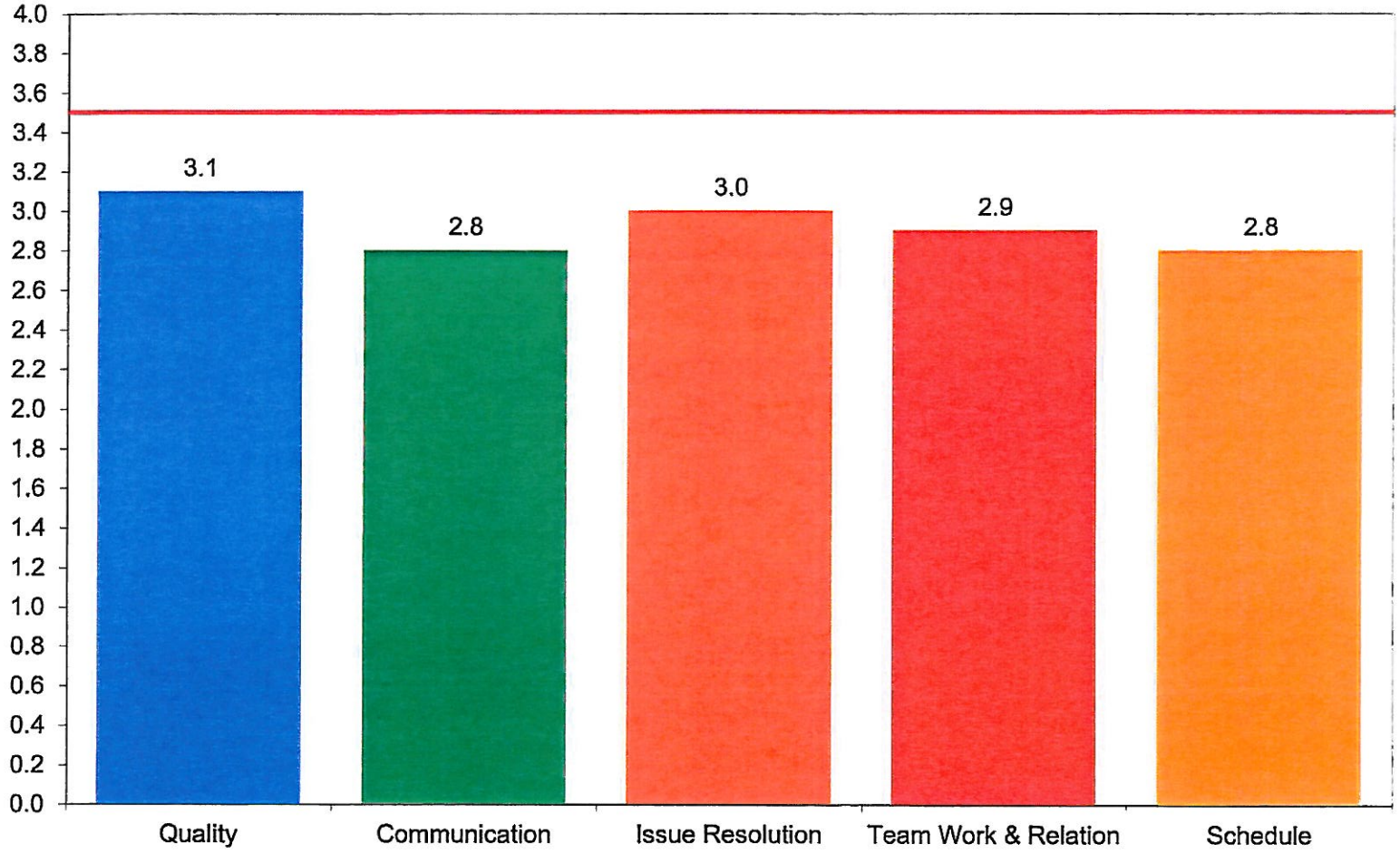
Partnership Evaluation Program (PEP)

Pep Goals By Project- SS59301C Northern Parkway- Sarival Ave To Dysart Road

Project:	(SS59301C) Northern Parkway Sarival Ave to Dysart Road	**Contract $:**	42,266,996.67	**Date Started:**	3/19/2012
Federal#:	STP-MMA-0(034)X	**Total Contracting Days:**	395	**Date Completed:**	
MCDOT:	TT195	**Accum Estimate $:**		**Time Used:**	0.00
Engineer:	Carlos R. Lara PE.	**Total Evaluations:**	8	**Percent Completed:**	0.00%
Contractor:	Lawrence Construction Co.				
Facilitator:	Zen Benefiel				
Start Date:	May-12				
End Date:	May-12				

Evaluator	Evaluator Type	Quality	Communication	Issue Resolution	Team Work & Relationship	Schedule
MCDOT	MCDOT	3.00	3.00	3.50	3.00	2.50
	Comments					
Carlos Lara	Tristar	3.00	3.50	3.00	3.50	2.50
	Comments	Need to improve on channel toe wall, and box it backfill.				Two Stage MSE Wall Design is still pending.
Scott Sayles	Parsons		2.50	2.50	2.50	2.00
	Comments	Don't know.				
Luke McPhee	Lawrence	3.50	2.00	3.00	2.50	3.00
	Comments		Communication between agencies is not always timely and effective.			
Jon Nelson	Tristar	3.00	3.00	3.00	3.00	3.00
	Comments					
Robert Clifford	Tristar	3.00	3.00	3.00	3.00	3.00
	Comments		Has been good, but has slipped a bit lately.			
Jim McMains	City of Glendale	3.00	2.50	3.00	3.00	3.00
	Comments					
Erika Royal	Other	3.00	3.00	3.00	2.50	3.00
	Comments					
	Total:	**3.10**	**2.80**	**3.00**	**2.90**	**2.80**

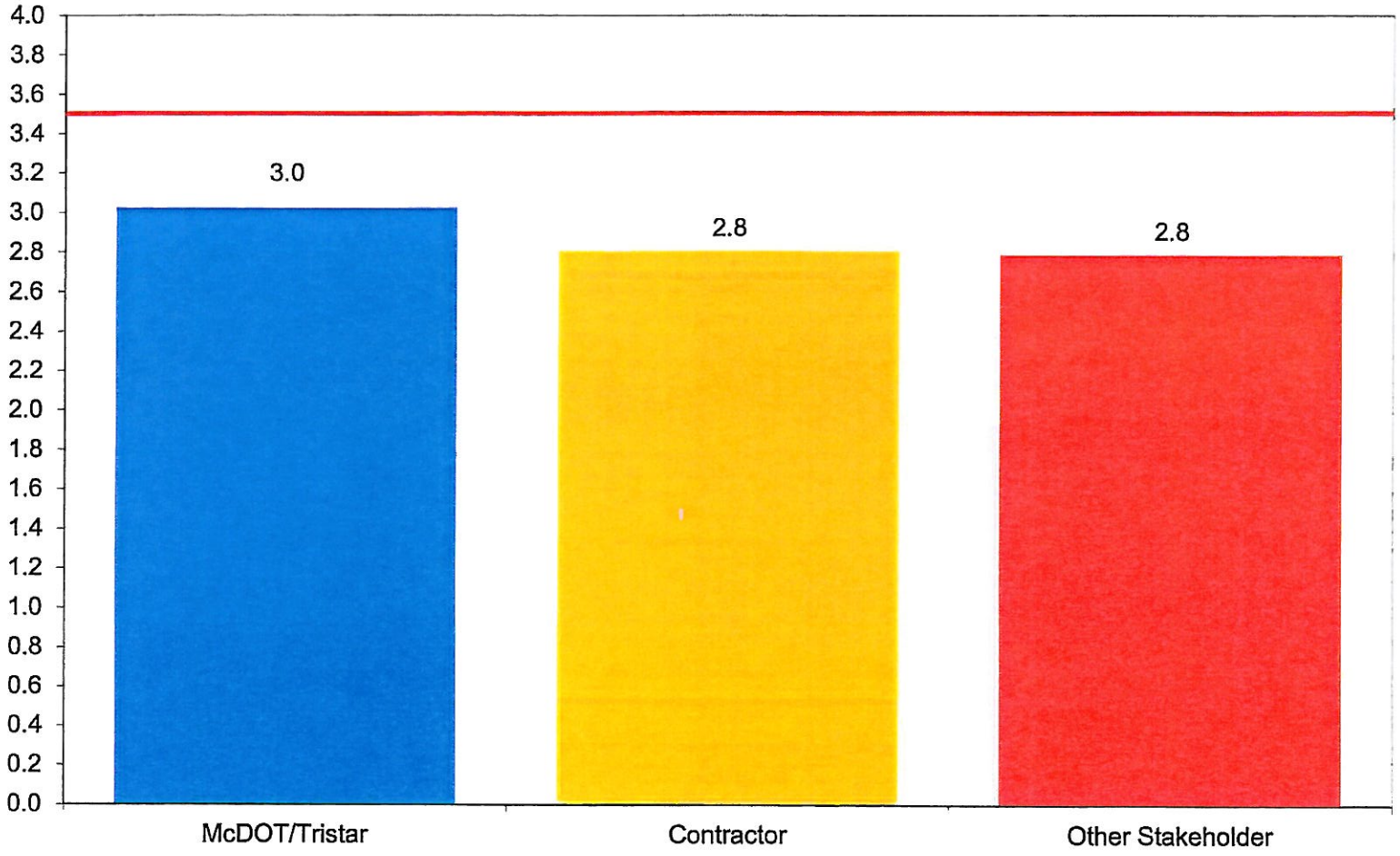
PEP Goals by Project - SS59301C - Northern Parkway, Sarival Ave to Dysart Rd



Data is based upon 8 observations

May-12

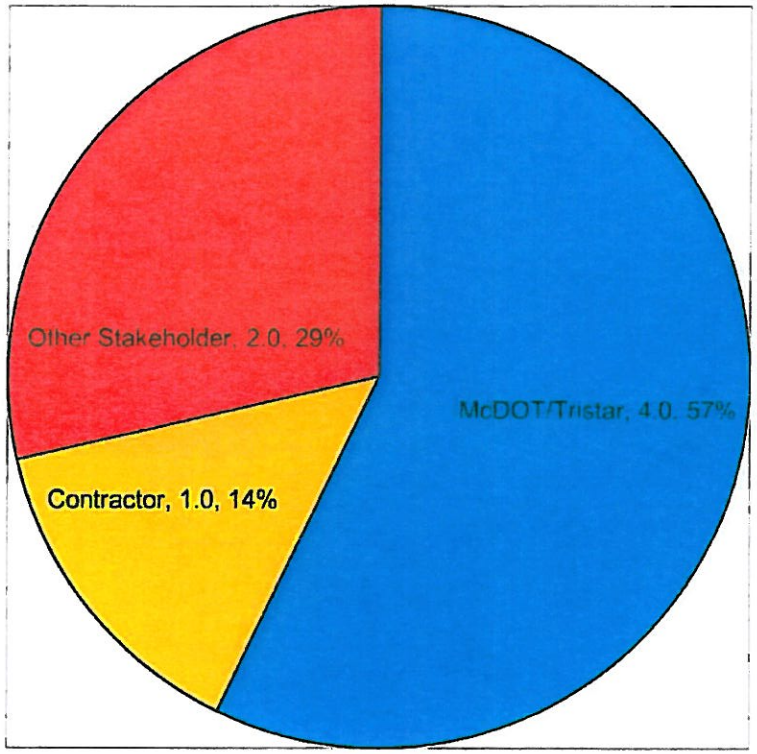
PEP Ratings by Project - SS59301C - Northern Parkway, Sarival Ave to Dysart Rd



Data is based upon **8** observations

May-12

PEP Participation by Project - SS59301C - Northern Parkway, Sarival Ave to Dysart Rd



% Participation is based upon 8 observations

May-12

APPENDIX E – MCESD STORMWATER QUALITY COMPLIANCE

Map of Unincorporated Urbanized Area (2010) E1
Pre-Construction & Construction
Flowchart E2
Checklist for Pre-Construction Application to MCESD E3
Pre-Construction Application E4
Post-Construction
Flowchart E6
Checklist for Post-Construction Application to MCESD..... E7
Post-Construction Application E8
Regulatory Bill of Rights..... E9

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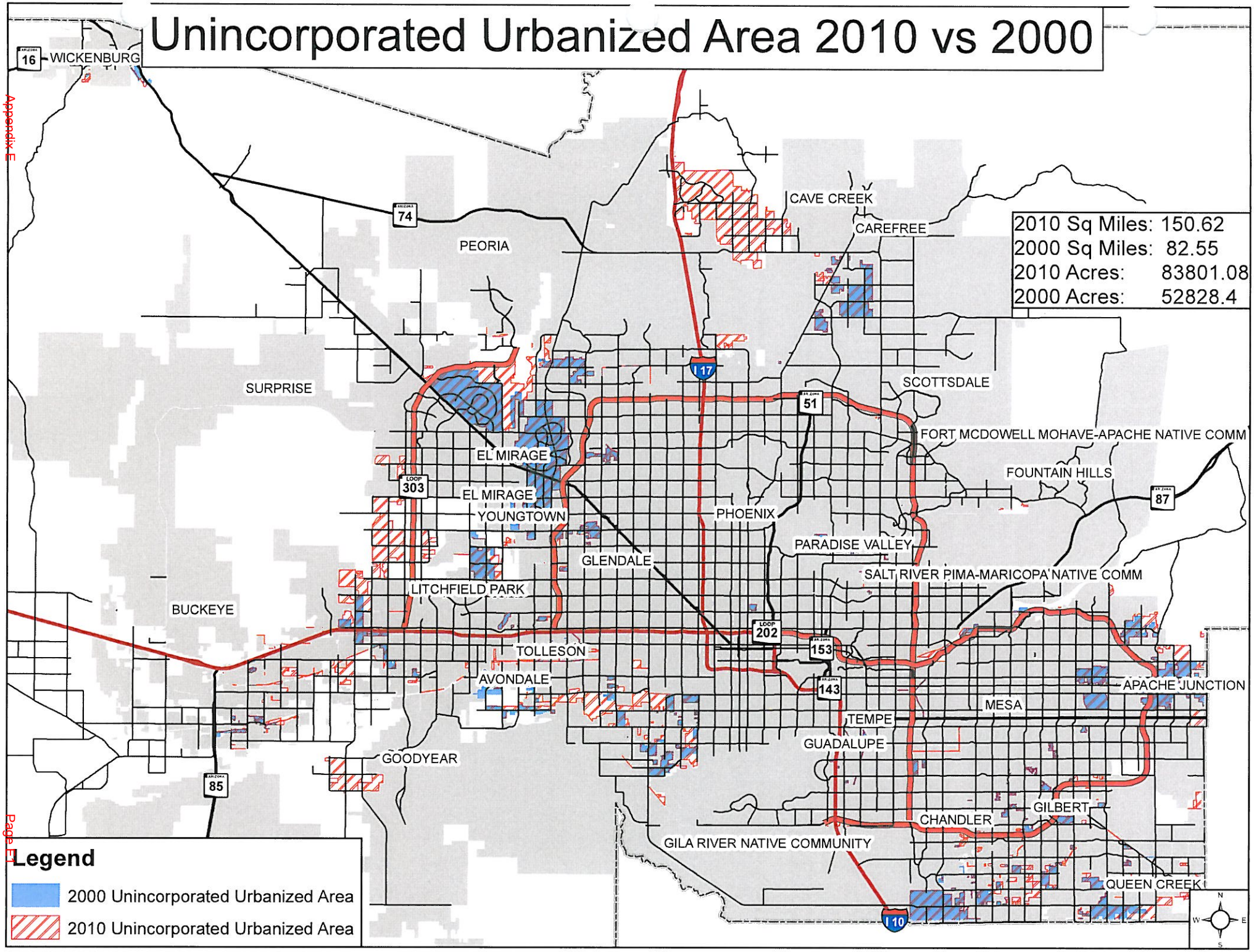
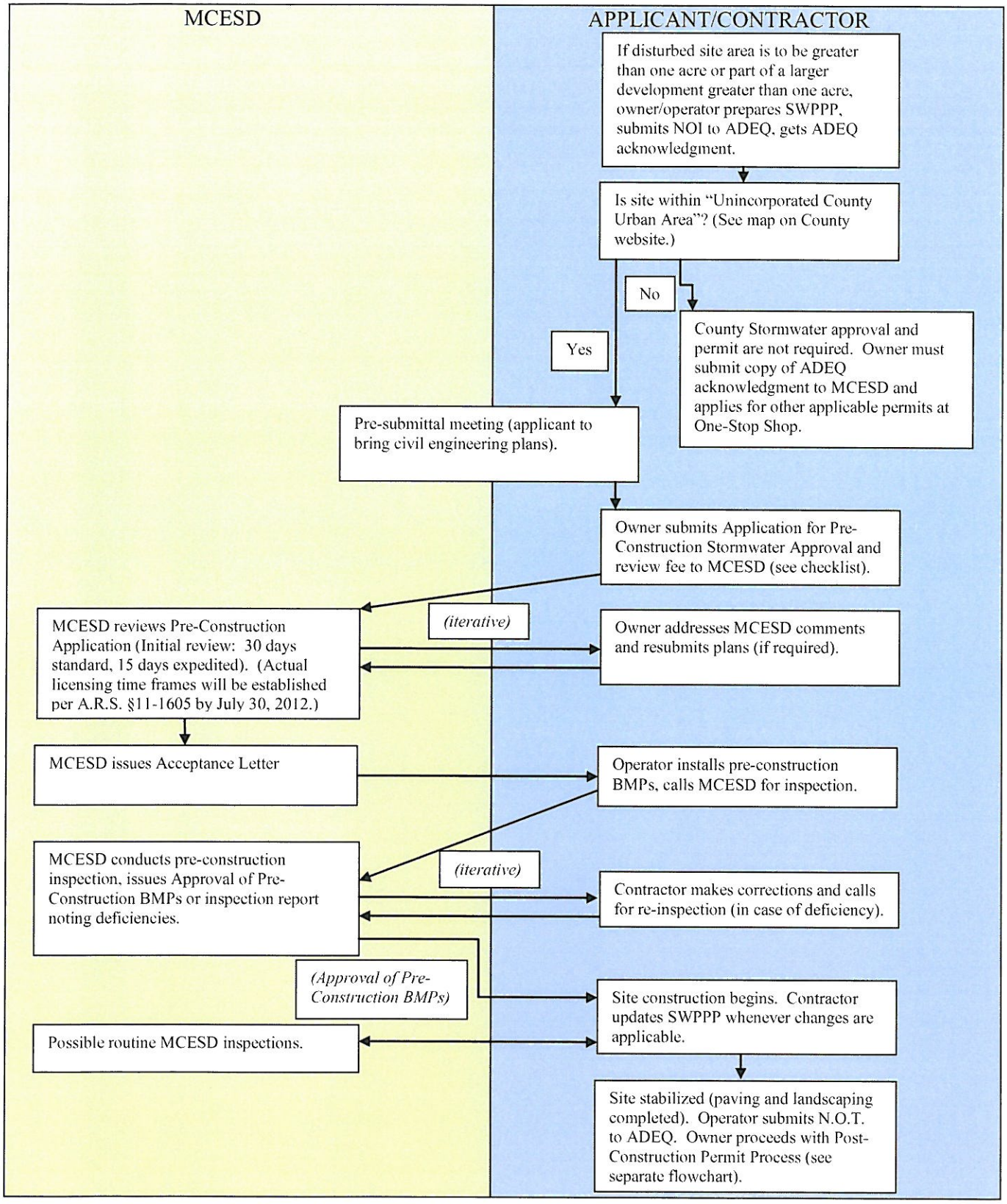
Unincorporated Urbanized Area 2010 vs 2000



MCESD STORMWATER QUALITY

PRE-CONSTRUCTION AND CONSTRUCTION

PLAN REVIEW AND INSPECTION PROCESS



For more information or assistance regarding the application process please contact program staff at 602-372-1569 or visit www.maricopa.gov/stormwater.

Revised 7/14/11

Maricopa County Environmental Services
John Kolman, R.S., MBA, Director
1001 N Central Ave. Suite 200
Phoenix, AZ 85004
Phone (602) 506-6666
Fax (602) 372-0631

Stormwater Quality Program
Program Supervisor
Phone (602) 372-1569
Fax (602) 372-0631

Stormwater Tracking # _____

Checklist for Stormwater Pre-Construction Application

- ☐ **Completed general application form, signed by owner or authorized agent.**
- ☐ **Copy of NOI Authorization received from ADEQ. Include proof of any required environmental approvals or permits (including USACOE permits).**
- ☐ **Copy of Stormwater Pollution Prevention Plan (SWPPP).**
- ☐ **Copy of completed ADEQ Construction General Permit SWPPP Guidance Checklist. This can be found using the following link: http://www.azdeq.gov/environ/water/permits/download/cswppp.pdf**
- ☐ **2 sets of Civil Engineering Plans. (Only 1 set needed for utility-only project.)**
- ☐ **1 copy of Drainage Report (if one exists).**
- ☐ **2 sets of Stormwater Site plans drawn to scale. Must show entire property with boundaries, scale, and north arrow. (Multiple maps may be used to clarify pre-construction and construction conditions. Follow the SWPPP Guidance Checklist mentioned above.)**
- ☐ **Vicinity map.**
- ☐ **Fees: $1050 plan review, $325 inspection. Check, cash or visa/mastercard will be accepted.**

Please note that you must keep a site plan on-site to track updates and changes as they occur.

Once submitted, you will receive a stormwater tracking number (to be used on all correspondence with and future submittals to Environmental Services Department).

For additional information about this application process, please refer to the Pre-Construction and Construction Plan Review and Inspection flow chart, at http://www.maricopa.gov/EnvSvc/AboutUs/StormWater/docs/preconflow.pdf. For questions, please visit our website at www.maricopa.gov/stormwater or contact the Stormwater Program Supervisor at the number above.

Applicant Signature_____ **Date**_____

Revised 7/15/11

Maricopa County Environmental Services Department
Stormwater Quality Program
1001 N Central Ave, Suite 300
Phoenix, AZ 85004
Phone: (602) 506-1569
Fax: (602) 372-0631

PRE-CONSTRUCTION
STORMWATER QUALITY APPLICATION

STORMWATER Tracking # _____

Instructions: Fill out completely (**failure to do so will result in a delay of the permitting process**) and submit this application to obtain plan approval. All required information must be submitted along with this application and applicable fees. **Print or type in black or blue INK** (pencil is not acceptable) all information except the signature block on page two. This application will expire one year from the date of submittal if plan approval has **not** been issued. For information or assistance regarding this process, contact staff at the number above or go to www.maricopa.gov/stormwater. Note: Actual licensing time frames will be established per A.R.S. §11-1605 by July 30, 2012. Currently, the initial review time is 30 days standard, 15 days expedited. You may receive clarification from the Department of its interpretation or application of statute, ordinance, regulation, delegation agreement or authorized substantive policy statement as provided in A.R.S. §11-1609

1. Site Information:

Project Name:_____

Total Project Size:_____Acres Disturbed Area:_____Acres Est. Const. Start Date:_____Est. End Date:_____

Subject Property Address: _____ (Street Name and Number) _____ (City (if applicable)) Maricopa County, AZ_____ (Zip Code)

Cross Streets:_____/_____Parcel Number __ __ __ - __ __ - __ __ __(__)

Latitude/Longitude: (in degrees, minute, sec.) _____° _____' _____"N _____° _____' _____" W

Legal Description: Section_____ Township_____ Range_____

Type of Project (Subdivision, residential, commercial, road, pipeline, utility, etc):_____

Subdivision Name (if applicable):_____ Lot #(s)_____

Brief Description of Project:_____

_____

2. Property Owner/Developer:

Name:_____ Phone #_____

Contact Name (if different from above):_____

Current Mailing Address*:_____ (Street Name and Number) Fax #_____

_____ (City) (State) (Zip Code) Mobile #_____

E-mail:_____

*Any changes to this address shall be submitted in writing to MCESD within 15 days of the change. All documents from MCESD will be mailed to this address unless otherwise noted below. Returned mail will not be forwarded.

3. Person Responsible for On-Site SWPPP Implementation:

Business Name: _____ Contractor License #_____

Agent's Name:_____ Phone #_____

Business Mailing Address: _____ (Street Name and Number) Fax #_____

_____ (City) (State) (Zip Code) Mobile #_____

E-mail:_____

4. Other Contact Information:

Business Name:_____ Contact Person Name:_____ Contractor's License #_____

Business Mailing Address: _____ (Street Name and Number) Phone #_____

_____ (City) (State) (Zip Code) Fax #_____

Mobile #_____

E-mail:_____

5. **ADEQ Authorization Number:**

AZCON-_____

6. **Other Permits:**
List any county, state or federal permits already associated with this site or that are needed (**List all that apply, incl. permit numbers**):

_____

_____

_____

7. **Special Comments (if any):**

_____

_____

8. **Requesting Expedited Review? (Double fees apply):** ☐ Yes ☐ No

9. **Certification: (READ CAREFULLY AND SIGN BELOW, to be completed by the property owner/developer identified in Item Two (2) on the front of this application:**

I _____, certify that this Stormwater plan review application and all attachments were
Print name

prepared under my direction or authorization and all information is, to the best of my knowledge, true, accurate and complete. **I am aware that there are significant penalties for submitting false information including approval revocation as well as the possibility of fine and imprisonment for known violations.**

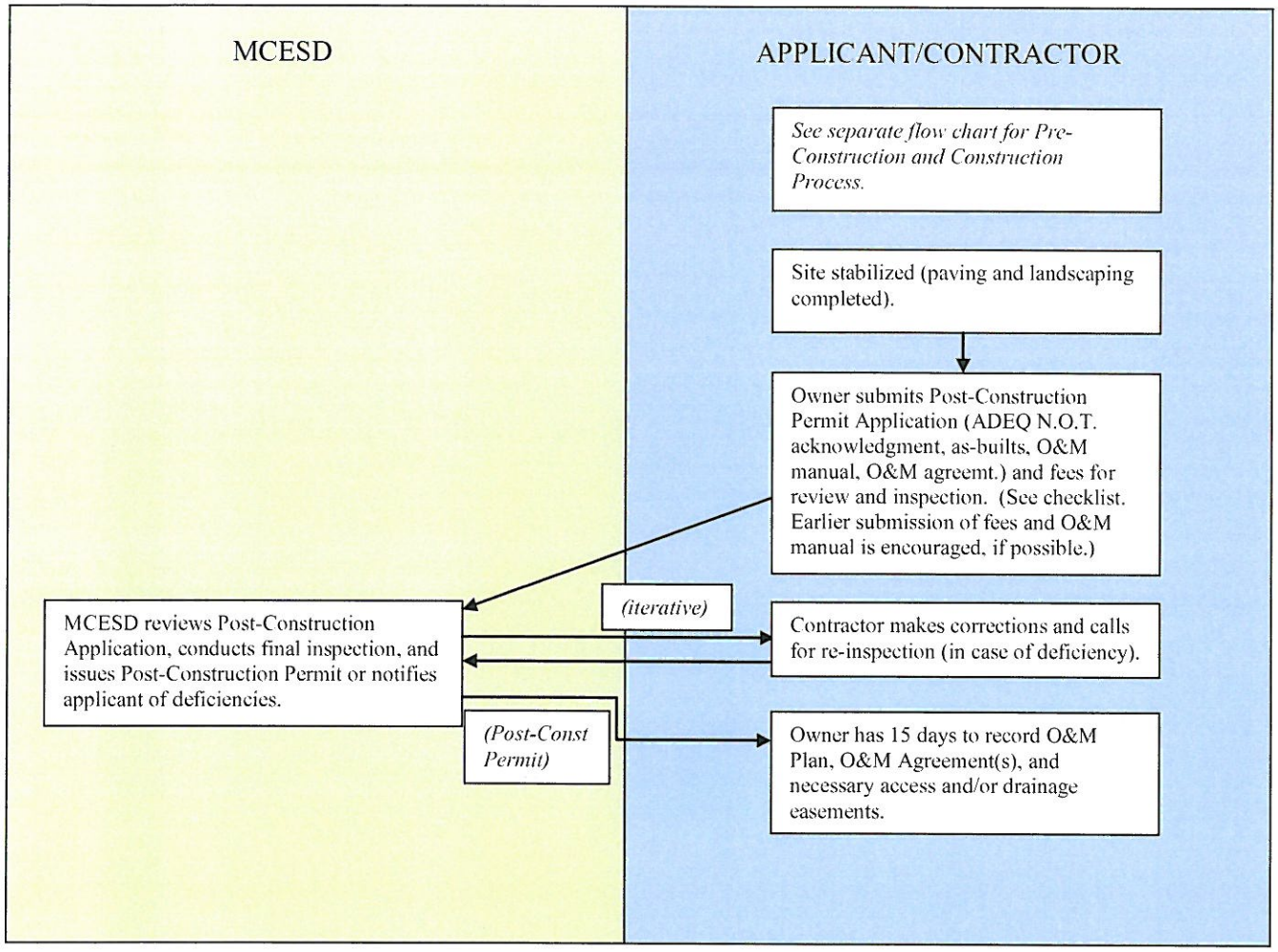
_____ _____
Signature Date

Stormwater Quality Program, 1001 North Central Avenue, #300 Phoenix, Arizona 85004 (602) 372-1569

Revised 7/14/11

MCESD STORMWATER QUALITY

POST-CONSTRUCTION PERMIT PROCESS



For more information or assistance regarding the application process please contact program staff at 602-372-1569 or visit www.maricopa.gov/stormwater.

Revised 7/14/11

Maricopa County Environmental Services
John Kolman, R.S., MBA, Director
1001 N Central Ave. Suite 200
Phoenix, AZ 85004
Phone (602) 506-6666
Fax (602) 372-0631

Stormwater Quality Program
Program Supervisor
Phone (602) 372-1569
Fax (602) 372-0631

Stormwater Tracking # _____

Checklist for Stormwater Post-Construction Application

- ☐ **Completed general application form, signed by owner or authorized agent.***
- ☐ **Copy of Notice of Termination Acknowledgement received from ADEQ (must be submitted to get permit).**
- ☐ **Copy of Stormwater Pollution Prevention Plan (SWPPP), only if changed significantly during construction.**
- ☐ **1 set of As-Built Civil Engineering plans (Grading & Drainage Plans, if applicable. Must be submitted in order to get permit.)**
- ☐ **Copy of Operations and Maintenance (O&M) Manual. You are encouraged to have your civil engineer prepare or help prepare this document.***
- ☐ **Copy of O&M Agreement.***
- ☐ **Vicinity map.**
- ☐ **Fees: $1050 plan review, $325 inspection. Check, cash or visa/mastercard will be accepted.***

***These items should be submitted before construction has started.**

Once submitted, you will receive a stormwater tracking number (to be used on all correspondence with and future submittals to Environmental Services Department).

For additional information about this application process, please refer to the Post-Construction Permit Process flow chart, at http://www.maricopa.gov/EnvSvc/AboutUs/StormWater/docs/postconflow.pdf. You may also visit our website at www.maricopa.gov/stormwater or contact the Stormwater Program Supervisor at the number above.

Applicant Signature_____ **Date**_____

Revised 7/15/11

Maricopa County Environmental Services Department
Stormwater Quality Program
1001 N Central Ave, Suite 300
Phoenix, AZ 85004
Phone: (602) 506-1569
Fax: (602) 372-0631

POST-CONSTRUCTION
STORMWATER QUALITY APPLICATION

STORMWATER Permit # _____

Instructions: Fill out completely (**failure to do so will result in a delay of the permitting process**) and submit this application to obtain plan approval. All required information must be submitted along with this application and applicable fees. **Print or type in black or blue INK** (pencil is not acceptable) all information except the signature block on page two. This application will expire one year from the date of submittal if Permit has **not** been issued. For information or assistance regarding this process, contact staff at the number above or go to www.maricopa.gov/stormwater. Note: Actual licensing time frames will be established per A.R.S. §11-1605 by July 30, 2012. Currently, the initial review time is 30 days standard, 15 days expedited. You may receive clarification from the Department of its interpretation or application of statute, ordinance, regulation, delegation agreement or authorized substantive policy statement as provided in A.R.S. §11-1609.

1. Site Information:

Project Name:_____

Total Project Size:_____Acres Area Disturbed:_____Acres

Subject Property Address: _____ (Street Name and Number) _____ (City (if applicable)) Maricopa County, AZ_____ (Zip Code)

Cross Streets:_____ Parcel Number __ __ __ - __ __ - __ __ __(__)

Type of Project (subdivision, residential, commercial, road, pipeline, utility, etc.):_____

Subdivision Name (if applicable):_____ Lot #(s)_____

Legal Description: Section_____ Township_____ Range_____

Latitude/Longitude: (in degrees, minute, sec.)_____° _____' _____" N _____° _____' _____" W

Brief Description of Project:_____

2. Property Owner/Developer:

Name:_____ Phone #_____

Contact Name (if different from above):_____ Mobile#_____

Current Mailing Address*:_____ (Street Name and Number) Fax #_____

_____ (City) (State) (Zip Code) E-mail:_____

*Any changes to this address shall be submitted in writing to MCESD within 15 days of the change. All documents from MCESD will be mailed to this address unless otherwise noted below. Returned mail will not be forwarded.

3. Other Contact Information:

Business Name:_____ Contact Person Name:_____

Business Mailing Address: _____ (Street Name and Number) Phone #_____

_____ (City) (State) (Zip Code) Fax #_____

E-mail:_____ Mobile #_____

4. ADEQ Authorization Number:

AZCON-_____

5. Special Comments (if any):

_____

6. Requesting Expedited Review? (Double fees apply): ☐ Yes ☐ No

7. Certification: (READ CAREFULLY AND SIGN BELOW, to be completed by the property owner/operator identified in Item Two (2) on the front of this application:

I _____ (Print name), certify that this Stormwater plan review application and all attachments were prepared under my direction or authorization and all information is, to the best of my knowledge, true, accurate and complete. **I am aware that there are significant penalties for submitting false information including approval revocation as well as the possibility of fine and imprisonment for known violations**

_____ (Signature) _____ (Date)

MARICOPA COUNTY
ENVIRONMENTAL SERVICES DEPARTMENT
1001 N. Central Avenue
Phoenix, Arizona 85004

A.R.S. §11-1602: REGULATORY BILL OF RIGHTS

A. TO ENSURE FAIR AND OPEN REGULATION BY COUNTIES, A PERSON:

1. IS ELIGIBLE FOR REIMBURSEMENT OF FEES AND OTHER EXPENSES IF THE PERSON PREVAILS BY ADJUDICATION ON THE MERITS AGAINST A COUNTY IN A COURT PROCEEDING REGARDING A COUNTY DECISION AS PROVIDED IN A.R.S. §12-348.

2. IS ENTITLED TO RECEIVE INFORMATION AND NOTICE REGARDING INSPECTIONS AS PROVIDED IN A.R.S. §11-1603 (*EFFECTIVE JUNE 30, 2012*).

3. IS ENTITLED TO HAVE A COUNTY NOT BASE A LICENSING DECISION IN WHOLE OR IN PART ON LICENSING CONDITIONS OR REQUIREMENTS THAT ARE NOT SPECIFICALLY AUTHORIZED AS PROVIDED IN A.R.S. §11-1604.

4. MAY HAVE A COUNTY APPROVE OR DENY THE PERSON'S LICENSE APPLICATION WITHIN A PREDETERMINED PERIOD OF TIME AS PROVIDED IN A.R.S. §11-1605 (*EFFECTIVE DECEMBER 31, 2012*).

5. IS ENTITLED TO RECEIVE WRITTEN OR ELECTRONIC NOTICE FROM A COUNTY ON DENIAL OF A LICENSE APPLICATION (*EFFECTIVE DECEMBER 31, 2012)*:

(A) THAT JUSTIFIES THE DENIAL WITH REFERENCES TO THE STATUTE, ORDINANCE, REGULATION, DELEGATION AGREEMENT OR AUTHORIZED SUBSTANTIVE POLICY STATEMENTS ON WHICH THE DENIAL IS BASED AS PROVIDED IN A.R.S. §11-1605.

(B) THAT EXPLAINS THE APPLICANT'S RIGHT TO APPEAL THE DENIAL AS PROVIDED IN A.R.S. §11-1605.

6. IS ENTITLED TO RECEIVE INFORMATION REGARDING THE LICENSE APPLICATION PROCESS AT THE TIME THE PERSON OBTAINS AN APPLICATION FOR A LICENSE AS PROVIDED IN A.R.S. §11-1606.

7. MAY INSPECT ALL ORDINANCES, REGULATIONS AND SUBSTANTIVE POLICY STATEMENTS OF A COUNTY, INCLUDING A DIRECTORY OF DOCUMENTS, AT THE OFFICE OF THE COUNTY OR ON THE COUNTY'S WEBSITE AS PROVIDED IN A.R.S. §11-1607.

8. UNLESS SPECIFICALLY AUTHORIZED, MAY EXPECT COUNTIES TO AVOID DUPLICATION OF OTHER LAWS THAT DO NOT ENHANCE REGULATORY CLARITY AND TO AVOID DUAL PERMITTING TO THE MAXIMUM EXTENT PRACTICABLE AS PROVIDED IN A.R.S. §11-1604.

9. MAY FILE A COMPLAINT WITH THE BOARD OF SUPERVISORS CONCERNING AN ORDINANCE, REGULATION OR SUBSTANTIVE POLICY STATEMENT THAT FAILS TO COMPLY WITH A.R.S. §11-1602.

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APPENDIX F – FEDERAL FORMS

Procurement Checklists F.1.1
SOQ Checklist F.2.1
DBE Certification of Good Faith Efforts F.2.2
DBE Goal Commitment Form (On-call or Full Service Project) F.2.3
Contractor Compliance Agreement Assurances F.4.1
DBE Commercially Useful Function (CUF) Checklist F.4.2
FHWA Tips on Evaluating a Commercially Useful Function F.4.3
DBE Substitution or Termination Request F.4.4
Certification of Final DBE Payment F.4.5
OJT Pre-Construction Submittal F.5.1
FHWA 1273 ..... F.5.2
OJT Training Schedule F.5.3
OJT Training Plan Completion Summary F.5.4
Bulletin Board Posters F.7.1
ADOT Bulletin Board Quantlist F.7.2
Sample Fringe Plan Calculation Spreadsheet F.9.1
Sample Fringe Benefit Plan Summary Chart F.9.2
Request for Authorization of Additional Classification and Rate (SF1444) F.9.3
Contractor Employee Interview F.9.4
Certified Payroll Checklist F.9.5
Wage Deduction Authorization Form F.9.6
Sample Payroll Warning Letter F.9.7
MCDOT SRF F.9.8
MCDOT Title VI Assurances – Appendix A F.9.9
MCDOT Title VI Assurances – Appendix E F.9.10
Pre-Construction Conference Agenda F.10.1
Weekly Meeting Agenda F.10.2
MCDOT Independent Construction Review F.10.3
Sample CRR Request for Approval and Email F.11.1
Sample DBE EEO/Construction Engineer Email Communication F.11.2
SBE Monthly Reporting Form F.13.1
Appendix A – ADOT LPA Certification Acceptance QA Requirements F.14.1
MCDOT Sampling & Testing Guide F.14.2
Material Certification Checklist F.14.3
Sample Materials Certification Final Package F.14.4
MCDOT Closeout Checklist for Construction Contracts F.15.1
ADOT LPA Oversight & Monitoring Audit Request Letter F.16.1

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SEE FEDERAL MANUAL

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MCDOT PROCUREMENT CHECKLIST
Federal Requirements for Construction Contracts

TT#:	Project No.:	Project Name and Temini:

Document Provided By	Document Name	Brief Description	Completed By (Initials)	Date Completed
FHWA	Form AZPR2X	Letter from FHWA authorizing the project construction		
	(Prior to receiving this letter, a package consisting of the project plans, specifications, and estimate of construction cost (PS&E); DBE and OJT Determinations; right-of-way, utility, environmental and railroad clearances; and reconciliation of project funding sources is sent to FHWA for their review and authorization to advertise the physical construction for bids. (23 CFR 635.309) If approved, FHWA will return an approval letter authorizing the work to be constructed.)			
Utility	Utility Clearance Letter	Requirements or Exceptions noted within the Special Provisions		
ADOT	Environmental Clearance Letter	Requirements or Exceptions noted within the Special Provisions		
	DBE Goal Determination and Special Provisions (EPRISE)	Process Worksheet to receive letter from ADOT BECO		
	OJT Goal Determination and Special Provisions (if applicable)	Process Worksheet to receive letter from ADOT BECO		
	Materials Clearance Letter	For Owner-Furnished Borrow or Aggregate Source		
MCDOT and/or Designer	Right of Way Clearance Letter	Requirements or Exceptions noted within the Special Provisions		
	Geotechnical Investigation Report	Requirements or Exceptions noted within the Special Provisions and/or Project Plans		
	IGAs	Inter-Governmental Agreements (if applicable)		
	Title VI Assurances	MCDOT Title VI Program		
Standard Federal Document	Buy America	Buy America specification is included in Special Provisions		
	Form FHWA 1273	FHWA 1273 (sometimes referred to as pink sheets) included in Special Provisions		
Railroad	Right of Way Clearance Letter	Railroad Right of Way Clearance (if applicable)		

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MCDOT PROCUREMENT CHECKLIST
Federal Requirements for Professional Services Contracts

TT#:	Project No.:	Project Name and Temini:

Document Provided By	Document Name	Brief Description	Completed By (Initials)	Date Completed
FHWA	Form AZPR2X	Letter from FHWA authorizing the project construction		
	(This letter is specific to a project; however, it should be verified that it is in the project records for any project a consultant will be working on.)			
ADOT	DBE Goal Determination and Special Provisions (EPRISE)	Process Worksheet to receive letter from ADOT BECO		
MCDOT	Title VI Assurances	MCDOT Title VI Program		

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CONTRACTS CHECKLIST FOR SOQ PROJECTS

Project Name:	On Call Construction Administration Svcs	**Contract No.**	2013-013 & 2013-014
Project Manager:	Lisa Ruane	**Work Order:**	N/A
Selection Committee:	Lisa Ruane, Alfred Erives, Chuck Christiansen, Paul Cook, Fritz Huber (FCD)	**IGA No.**	N/A
		Resolution No.	N/A
		Contracts:	Bonnie Williams

Contract Type: ☐ Appraisal ☐ Construction ☐ Flood Delineation Study ☐ Legal ☐ Planning ☐ CAR ☐ Design ☐ Title & Escrow ☐ On-Call ☐ Study

Funding: ☐ CIP ☑ Operating

Method: ☑ Letter of Interest ☐ Register Selection

Contracts Manager and Project Manager agree on the following dates:

Step	Task	Target Date	By
General Information:	Contracts Staff: Bonnie Williams		
	Procuring 2 contracts, Shortlisting 4 firms		
Contract Initiation:	Meet w/Contracts to rev. evaluation criteria	04/02/13	Project Manager
	Preparation of SOW & SOQ	04/03/13	Project Manager
	Submit SOW & SOQ to Contracts	04/04/13	Project Manager
	Advertisement to Newspaper	04/05/13	Contracts
	Email to Consultant Registry	04/11/13	Contracts
	Advertisement Date - First	04/11/13	Contracts
	Advertisement Date - Second	04/18/13	Contracts
	Presubmittal Mtg. (1:30 to 2:30)	N/A	Committee
	SOQ Due Date	05/15/13	Contracts
	SOQ Selection Date (9:00 to 10:00) Kokopelli Rm	05/29/13	Committee
	SOQ Short-List Approval MCDOT Director	05/31/13	Contracts
Interviews: (Step 2 - Optional)	Interview Times: (8:00, 9:00, 10:00, 11:00) Kokopelli Rm	06/11/13	Committee
	Date of Selection	06/11/13	Committee
	Selection Approval by MCDOT Director	06/13/13	Contracts
	Name of Consultant Selected		
	Notification of Consultant Selected	06/18/13	Project Manager
	Scoping Session		Project Manager
	Draft Fee Proposal and SOW Due	06/28/13	Consultant
	Fee Negotiation Meeting		Project Manager
	Final Fee Proposal and SOW to Contracts	07/09/13	Consultant
	Final Fee Proposal and SOW to PM	07/09/13	Project Manager
	Contract Prepared/Sent	07/16/13	Contracts
	Executed Contract Returned	07/26/13	Contracts
Contract Routing:	Agenda Item to Contracts	07/16/13	Project Manager
	Agenda Item Entered Into SOLAR	07/17/13	Contracts
	Contract Forwarded to Clerk of Board	07/26/13	Contracts
	Begin Internal Routing	08/22/13	Contracts
	Board of Supervisors Approval	08/21/13	Contracts
	NTP Issued - Notification	08/30/13	Project Manager
	NTP Issued - Official	08/30/13	Contracts

Process Timeframe	

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

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ARIZONA DEPARTMENT OF TRANSPORTATION

PROFESSIONAL SERVICES/DESIGN
CERTIFICATION OF GOOD FAITH EFFORTS

Submit (completed GFE pages 1 – 6 only with back-ups, if any)

Purpose

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

General

The information requested in this certificate is the minimum information required by BECO to evaluate your firm's good faith efforts. BECO reserves the right to request further documentation from the Consultant/Subconsultant(s) to support and validate actions undertaken to secure DBE participation and meet the DBE goal for this contract/task order.

Attestation

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

of (Name of Firm) _____ and the Consultant selected for the ADOT project listed below:

Contract No.	Task Order No.	TRACS No.	Project Name	Estimated Contract Amount *	DBE Percentage	
					ADOT Goal	Proposed

* **Estimated Contract Amount must include any previous amounts of the Contract or Task Order.**

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

I hereby certify I demonstrated comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract/modification by my responses to the following:

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ARIZONA DEPARTMENT OF TRANSPORTATION

PROFESSIONAL SERVICES/DESIGN
CERTIFICATION OF GOOD FAITH EFFORTS

Submit (completed GFE pages 1 – 6 only with back-ups, if any)

GFE Activities

A. Notifying DBE Firms of Contracting Opportunities

1. List all DBE firms assigned to this contract:

DBE Firms Name and Address	NAICS / Commodity Code	NAICS / Commodity Code Description

2. Outreach: List all firms and assigned work tasks for this contract/task order:

Firm Name	Assigned Work Tasks

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ARIZONA DEPARTMENT OF TRANSPORTATION

PROFESSIONAL SERVICES/DESIGN
CERTIFICATION OF GOOD FAITH EFFORTS

Submit (completed GFE pages 1 – 6 only with back-ups, if any)

3. List all DBE associations, organizations or publications that received announcements or written notifications from the Consultant, date published/sent and provide follow-up activity details. Provide explanation if no follow-up activities were performed. BECO reserves the right to request copies of all announcements or notifications listed.

Published Announcement / Publication *(Provide brief description)*	**Date Sent**	**DBE Association / Organization**	**Contact Person**	**Date of Follow-Up Activities**

4. Was BECO contacted at (602) 712-7761 to request assistance in the recruitment of DBE firms?

__ Yes

Name of individual who contacted BECO: _____

Telephone number provided: _____

Date contacted: _____

BECO representative contacted: _____

Written correspondence attached __ Yes __ No

__ No

Explain:

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ARIZONA DEPARTMENT OF TRANSPORTATION

PROFESSIONAL SERVICES/DESIGN
CERTIFICATION OF GOOD FAITH EFFORTS

Submit (completed GFE pages 1 – 6 only with back-ups, if any)

B. Identifying Subconsultant Work Units

The Consultant is strongly encouraged to select portions of work to be subcontracted to increase the likelihood of achieving the DBE goals. In selecting work to be subcontracted, the Consultant shall consider where it is appropriate to break down the project into economically feasible work units to facilitate and promote DBE participation (Appendix A to Part 26, Section IV (B)).

1. Which portions or sections of the Scope of Work are able to be subcontracted?

2. Is there a DBE firm currently on the contract/project team able to perform the Scope of Work above?

   __ Yes Name of firm _____

   __ No

C. Providing Assistance to DBEs

1. Explain any efforts undertaken to provide DBE firms with adequate information about contract/task order Scope of Work and requirements of this contract (Appendix A to Part 26, Section IV (C)):

2. Describe any efforts undertaken to assist interested DBE firms in obtaining insurance required by ADOT or the Consultant (Appendix A to Part 26, Section IV (F)):

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ARIZONA DEPARTMENT OF TRANSPORTATION

PROFESSIONAL SERVICES/DESIGN
CERTIFICATION OF GOOD FAITH EFFORTS

Submit (completed GFE pages 1 – 6 only with back-ups, if any)

3. Describe any efforts undertaken to assist interested DBE firms in obtaining necessary assistance or services where applicable (Appendix A to Part 26, Section IV (G)):

4. Describe any efforts used to obtain services of available minority/women community organizations (Appendix A to Part 26, Section IV (H)).

D. Soliciting Interested DBE Firms

Consultants shall solicit services in good faith with all interested DBE firms. Proposals from interested DBE firms shall not be rejected by Consultants without sound business justification.

1. Provide the firm name, contact information and work proposed of all DBE firms that submitted a proposal for this contract/task order that were not selected. The reason for rejection must be provided for BECO to determine the Consultant's satisfactory good faith efforts. If no DBE proposals were rejected, state "NONE".

DBE Firm and Contact Person	Work Proposed	Explanation for Rejecting Proposal

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2. Other comments or information you want BECO to consider as part of your good faith effort.

Affidavit

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

Signature: _____ Date: _____
Consultant/Authorized Representative

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

ADOT BECO INTERNAL USE ONLY	
Date Received: _____	Received by: _____
Date Approved/ Denied: _____ *(Circle one)*	Signature: _____
Comments:	

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APPENDIX A TO PART 26 — GUIDANCE CONCERNING GOOD FAITH EFFORTS

Note: "YOU" means the Agency (ADOT) in the following section of this requirement.

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (*i.e.*, obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring *bona fide* good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

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(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

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

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Submit (completed GFE pages 1 – 6 only with back-ups, if any)

BUSINESS ENGAGEMENT & COMPLIANCE OFFICE

GFE Checklist

1. Review Scope of Work (SOW) for subcontracting opportunities.

2. Did firm make reasonable efforts to designate economically feasible and meaningful units of work for a DBE that meets or exceeds the DBE goal?

   Keep in mind that selected DBEs must perform *commercially useful function* (CUF) as required by 49 CFR §26.55.

3. Are there DBE firms on the contract team that can do the work? If not, the firm must solicit other DBEs through the DBE Directory to perform work to meet or exceed the goal.

4. Some projects may be too small or do not provide meaningful units of work for subcontracting opportunities.

5. ADOT PMs must keep in mind that DBEs must be utilized when developing their SOWs. Splitting of work units into small task to circumvent the utilization of Subconsultants and DBEs violates the federal regulations.

6. When providing good faith documentation, it is not good enough to say that project is too small to include DBEs. Firm must explain the SOW and why no subcontracting opportunities are possible.

7. When providing good faith documentation, firms must include:

   a. Date, contact name of staff that contacted BECO for assistance

   b. List of DBE firms the contacted to do the work

   c. Any evidence of negotiations with the DBE firms

   d. Evidence of efforts to reach out to DBE firms

8. Assistance provided to DBEs should include efforts to assist the DBE firms in obtaining bonding, lines of credit, insurance, equipment, materials, supplies or other project-related assistance.

This is <u>not</u> intended to be mandatory checklist not it is intended to be exclusive or exhaustive list of good faith efforts. Other factors or types of efforts may be relevant on a case-by-case basis as determined by BECO.

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ARIZONA DEPARTMENT OF TRANSPORATION

Professional Services/Engineering Design

On-Call Contract

Disadvantaged Business Enterprise (DBE) Goal Commitment Form

Contract No.: _____

(_____) Firm Name, (CONSULTANT) certifies that:

(1) The CONSULTANT will meet or exceed the ____**%** DBE goal or make good faith efforts to meet the goal for the above referenced contract

and

(2) The CONSULTANT will meet or exceed the ____% DBE goal or make good faith efforts to meet the goal on **each** Task Order associated with the above referenced contract;

Firm Name: _____

Principal Name: _____

Principal Signature: _____

Date: _____

BECO Form 204PS (Rev. 6-17-14)

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ARIZONA DEPARTMENT OF TRANSPORTATION

Professional Services/Engineering Design

Project-Specific Contract

Disadvantaged Business Enterprise (DBE)Goal Commitment

Contract No.: _____

(_____) Firm Name, (CONSULTANT) certifies that:

(CHECK ONE)

_____ The established ___**%** goal for DBE participation will be met and subcontract agreements have been made with certified DBEs for the above referenced contract;

or

_____ The CONSULTANT has been unable to meet the established ___**%** goal but has made good faith efforts to do so for the above referenced contract.

Firm Name: _____

Principal Name: _____

Principal Signature: _____

Date: _____

BECO Form 212PS (Rev. 5-22-14)

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Contractor Compliance Agreement Assurances

Contractor, subrecipient, or subcontractor agreements shall include all required assurances contained within the DBE Special Provisions (EPRISE, 03/15/11). http://www.azdot.gov/business/business-engagement-and-compliance/disadvantaged-business-enterprise-program

All subcontract documents will be reviewed by Field Reports personnel to ensure assurances are included and compliance measures are met. This is not meant to be an exhaustive list of ADOT/Federal contract requirements. Contractors must refer to the full ADOT contract specifications for complete requirements.

The following provisions must be **included** in all ADOT Federal aid contracts:

1. **Assurance of Nondiscrimination (EPRISE – 1/17)**

   The contractor, subrecipient, or subcontractor agreements shall include language to support the following statement:

   The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of 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 state deems appropriate. The contractor, subrecipient, or subcontractor shall ensure that all subcontract agreements contain this non-discrimination assurance.

2. **Subcontractor Payment Reporting (EPRISE – 5/17)**

   The contractor, subrecipient, or subcontractor agreements shall include language to support the following statement:

   The contractor shall provide all such required information for the current month by the 5th of the following month. The required information shall be submitted electronically through the Department's web based payment tracking system (https://adot.dbesystem.com).

3. **Lower-Tier Activity (EPRISE – 6/17)**

   The contractor, subrecipient, or subcontractor agreements shall include language to support the following statement:

   Subcontractor and lower-tier(s) of subcontractor agree to fully comply with the federal aid contract provisions which are hereby fully incorporated into and made part of this subcontract. Subcontractor shall include these required contract provisions in all its lower-tier subcontracts.

4. FHWA Form 1273 (EPRISE – 16/17)

The contractor, subrecipient, or subcontractor agreements shall include **FHWA Form 1273** as an attachment**.**

5. Prompt Payment (EPRISE – 16/17)

The contractor, subrecipient, or subcontractor agreements shall include language to support the following statement:

The Arizona Prompt Payment statute requires a contractor to pay "within seven days of receipt by the contractor or subcontractor of each progress payment or final payment, the full amount received for such subcontractor's work and materials supplied based on work completed or materials supplied under the subcontract." See A.R.S. 32-1129.02(B). As long as a subcontractor or supplier submits an invoice or pay request, and as long as there is no dispute over the quality of the work or materials, then the law demands that payment be made within seven days after the general contractor has been paid.

6. Return of Retention Requirements (EPRISE – 16/17)

The contractor, subrecipient, or subcontractor agreements shall include language to support the following statement specified in subsection 109.06(b) of the standard specifications:

Contractors executing agreements with subcontractors, DBE or non-DBE, that materially modify federal regulation and state statutes, or prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such remedy as the Engineer deems appropriate.

7. Certification of Payments to DBE Firms (EPRISE – 17/17)

The contractor, subrecipient, or subcontractor agreements shall include language to support the following statement:

The contractor shall submit at the completion of the project the "Certification of Payments to DBE Firms" affidavit for each DBE firm working on the project.

Please contact the Business Engagement & Compliance Office should you need further assistance at (602) 712-7761.

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Maricopa County Department of Transportation
Project Management and Construction Division
2901 W. Durango Street
Phoenix, Arizona 85009

Commercially Useful Function Checklist

Date: _____

Project Name: _____ Project Number: _____

Prime Contractor: _____

DBE Firm Name: _____

DBE Type of Operation: Contractor ☐ Trucker ☐ Regular Supplier ☐ Manufacturer ☐

Date Contract/Subcontract Approved: _____

DBE Start Date (s): _____ Scheduled DBE Completion Date: _____

Describe the type of work observed:

_____

_____

_____

When conducting this review please check off each item used in review. The documents checked off do not need to be attached to review report but should be filed with the report for easy reference if needed. When answering the following questions if the answer is "no" please provide an explanation in the general notes at the end of the report.

Management:

Name/Title of the on-site representative: _____

On-site representative reports to: _____

Who does the DBE on-site representative contact for hiring, firing, or modification of the contract? _____

Who prepares the DBE's certified payroll? _____

	Yes	No
1. Is there a legal contract executed by the DE to perform a distinct element of work?	_____	_____
2. Is the on-site representative been identified as an employee of the DBE?	_____	_____
3. Has the individual ever shown up on any other contractor's payroll?	_____	_____
4. Does the DBE on-site representative effectively manage the job site without interference from any other non-DBE contractors?	_____	_____
5. Was the DBE owner bee present on the jobsite?	_____	_____
6. Does the DBE appear to have control over methods of work on it contract items?	_____	_____
7. Is the DBE maintaining its own payroll?	_____	_____
8. Is the DBE scheduling work activities, material deliveries, and other related actions required for the prosecution of work?	_____	_____

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	Yes	No
9. Did the DBE subcontract any items or portions of work to any other firm?	_____	_____

If yes, what % was subcontracted? _____ Name of firm: _____

Equipment:

1. List the major self-propelled equipment used by the DBE:

_____

_____

_____

	Yes	No
2. Does the equipment have the DBE's company markings or emblems?	_____	_____

If another firm emblem is readable note the company name: _____

	Yes	No
3. Is the DBE's equipment owned?	_____	_____

If no, the equipment is leased from:

_____

_____

	Yes	No
4. If leased, is there a formal agreement identifying the terms and parties involved?	_____	_____
5. Is the equipment under the direct supervision of the DBE?	_____	_____
6. Is the operator of the leased equipment the DBE's employee?	_____	_____

If no, whose employee is it?

_____

_____

	Yes	No
7. If the equipment is leased, is the payment for the equipment deducted from the work performed?	_____	_____

Workforce:

1. List the names of the DBE crew members as observed during the operation described above:

_____

_____

_____

	Yes	No
2. Is any of this crew ever shown up on any other contractor's payroll?	_____	_____

Materials:

	Yes	No
1. Is the work to be performed by the DBE a furnish and install item of work?	_____	_____
2. Is the quality of materials controlled by the DBE?	_____	_____
3. Does the prime contractor direct who the DBE is to obtain the material from and at what price?	_____	_____

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4. Who makes arrangements for the delivery of materials? _____ _____

_____

_____

_____

5. Material invoices are made out to: _____

6. Who scheduled the delivery of materials? _____

7. In whose name are materials shipped? _____

Performance:

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

Other Work Categories

Truckers:

	Yes	No
1. Is it the DBE's trucks?	_____	_____
2. Are the trucks Owned _____ Leased _____		
If leased, is there a formal agreement identifying the terms and parties involved?	_____	_____
3. Are the rates standard industry practice?	_____	_____
4. Are DBE trucking firms' employees shown on the certified payroll?	_____	_____
5. Is there an approved subcontract or written agreement?	_____	_____

If yes, who are the parties?

_____

_____

Regular Suppliers:

	Yes	No
1. Does the supplier have an established storage facility and inventory?	_____	_____
2. Does the supplier have a business that sells to the public on a routine basis in the product being supplied?	_____	_____
3. Does the business stock the product for the use on the project as a normal stock item?	_____	_____
4. Is the distribution equipment used in delivering the product have the DBE emblem?	_____	_____

5. Is the equipment Owned _____ Leased _____

6. In whose name are the materials shipped? _____

7. Who is delivering and unloading the material? _____

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	Yes	No
8. Is the business primary function to manufacturer construction products?	_____	_____
9. Does the business stock the product altered for this project as a normal stock item?	_____	_____
10. Is the quality of the materials controlled by the DBE?	_____	_____

General Notes:

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FHWA Tips on Evaluating a Commercially Useful Function

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

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

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

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

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

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

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

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Normal Industry Practice

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

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

Monitoring

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

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

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

DBE Performance - CUF

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

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

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

MANAGEMENT

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

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

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

Red Flags

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

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

Typical CUF questions could include:

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

Typical documentation to evaluate:

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

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WORKFORCE

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

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

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

Red Flags

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

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

Typical CUF questions could include:

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

Typical Documents to evaluate:

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

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EQUIPMENT

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

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

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

Red Flags

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

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

Typical CUF questions could include:

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

Typical Documents to evaluate:

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

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MATERIALS

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

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

Red Flags

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

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

Typical CUF questions could include:

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

Typical Documentation to evaluate:

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

SEE FEDERAL MANUAL

PERFORMANCE

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

Red Flags

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

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

Typical CUF questions could include:

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

Typical Documents to evaluate:

- Written contract
- Daily inspection reports or project diaries

SEE FEDERAL MANUAL

DBE TRUCKING FIRMS

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

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

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

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

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

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

Typical CUF questions could include:

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

SEE FEDERAL MANUAL

Typical Documentation to evaluate:

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

DBE REGULAR DEALERS

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

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

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

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

Typical CUF questions could include:

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

SEE FEDERAL MANUAL

Typical Documentation to evaluate:

- Purchase Orders
- Invoices
- Delivery Tickets

DBE MANUFACTURERS

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

Typical CUF questions could include:

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

Typical Documents to evaluate:

- Purchase orders
- Bill of lading
- Shipping tickets

Sanctions for Compliance and Enforcement

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

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

Some questions that could be part of an evaluation procedure:

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

List of Typical Documentation to Collect:

- Executed contracts

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

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

CUF & Certification

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

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

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

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COMMERCIALLY USEFUL FUNCTION CHECKLIST

Project Name and Number: _____

Prime Contractor: _____

DBE Firm's Name: _____

Type of Operation

- ❑ Contractor
- ❑ Trucker
- ❑ Regular Dealer
- ❑ Manufacturer

Date Contract/Subcontract/Agreement Approved: _____

Start Date(s) of DBE's Work: _____ Date DBE to Complete Work: _____

Date of review:

Describe the type of work observed: _____

_____

Check off each item used in conducting this review. The documents checked need not be attached to the review report, but should be filed with the report for easy reference if needed. If the answer is no to any of the following questions provide an explanation in the general notes at the end of the report.

1. Management:

a. Is there a legal contract executed by the DBE to perform a distinct element of work?

❒ Yes ❒ No

b. Name of the on-site representative: _____

c. On-site representative reports to: _____

d. Has the on-site representative been identified as an employee of the DBE?

❒ Yes ❒ No

e. Has this individual ever appeared on any other contractor's payroll?

❒ Yes ❒ No

f. Does the DBE on-site representative effectively manage the job without interference from any other non-DBE contractor?

❒ Yes ❒ No

g. Who does the DBE on-site representative contact for hiring, firing, or to modify the contract? _____

h. Has the DBE owner been present on the jobsite?

❒ Yes ❒ No

i. Does the DBE appear to have control over methods of work on its contract items?

❒ Yes ❒ No

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j. Is the DBE maintaining its own payroll?
❒ Yes ❒ No

k. Who prepares the DBEs certified payroll? _____

l. Is the DBE actually scheduling work activities, material deliveries and other related actions required for prosecution of the work?
❒ Yes ❒ No

m. Did the DBE subcontract any items or portions of the work to any other firm?
❒ Yes ❒ No
If yes, what % was subcontracted? _____%
Name of the firm_____

2. Equipment

a. List the major self-propelled (engine) equipment used by the DBE: _____

b. Does the equipment have the DBE's markings or emblems?
❒ Yes ❒ No
If another firm's markings are discernible, note the name: _____

c. Is the DBE's equipment?
❒ Owned ❒ Leased from _____

d. If leased, is there a formal agreement identifying the terms and parties?
❒ Yes ❒ No

e. Is the equipment under the direct supervision of the DBE?
❒ Yes ❒ No

f. Is the operator of the leased equipment the DBE's employee?
❒ Yes ❒ No
If not the DBE's, whose employee is he/she?_____

g. If the equipment is leased, is the payment for the equipment deducted from the work performed
❒ Yes ❒ No

3. Workforce:

a. List the name of DBE's crew as observed during the operation described above:
_____
_____
_____

b. Has any of this crew ever shown up on any other contractors' payroll?
❒ Yes ❒ No

c. Does the DBE's workforce know who they work for?

❒ Yes ❒ No

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4. Materials:

a. Is the DBE contracted to furnish and install a contract item?
❒Yes ❒ No

b. Is the quality and quantity of the materials controlled by the DBE?
❒ Yes ❒ No

c. If two party checks used, who are the parties identified as payable to:
_____

d. Who makes arrangements for delivery of materials?_____

e. Material Invoices made out to:_____

f. Who scheduled delivery of materials?_____

g. In whose name area materials shipped?_____

h. Does the prime contractor direct whom the DBE is to obtain the material from and at what price?
❒ Yes ❒ No

5. Performance:

a. Does the DBE appear to have control over methods of work on its contract items?
❒ Yes ❒ No

b. Has any other contractor performed any amount of work specified in the DBE contract?
❒ Yes ❒ No

6. Other Work categories:

Truckers:

a. Are DBE trucks present on the job site? ❒ Yes ❒ No
Are they ❒ Owned ❒ Leased from _____

If leased, is there a formal agreement identifying the terms and parties?
❒ Yes ❒ No

b. Are the rates appropriate?
❒ Yes ❒ No

c. Is there an approved subcontract or written agreement?
❒ Yes ❒ No
Who are the parties? _____

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

Regular Dealers:

a. Does the regular dealer have an established storage facility and inventory?
❒ Yes ❒ No

b. Does the dealer have a business that sells the product being supplied to the public on a routine basis?
❒ Yes ❒ No

c. Does the business stock the product being supplied as a normal stock item?
❒ Yes ❒ No

d. Is the quantity and quality of the materials controlled by the DBE?
❒ Yes ❒ No

e. In whose name are the materials shipped? _____

f. Who is delivering and unloading the material? _____

g. Is the distribution equipment used in delivering the product the DBE's?
❒ Yes ❒ No
If so, is it: ❒ Owned ❒ Leased

h. If leased, is it a long term lease and is the lease developed specifically for the project?

❒ Yes ❒ No

7. Manufacturer

a. Is the business's primary function to manufacturer construction products?
❒ Yes ❒ No

b. Does the business stock the product manufactured or altered for this project as a normal stock item?
❒ Yes ❒ No

c. Is the quality of the materials controlled by the DBE?
❒ Yes ❒ No

General Notes:

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ADOT

_____

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
SUBSTITUTION or TERMINATION REQUEST
CONSTRUCTION POST-AWARD

In accordance with the **DBE Special Provisions**, the contractor will not terminate a committed DBE subcontractor for convenience to perform the work with its own forces or those of an affiliate without ADOT Business Engagement and Compliance Office's (BECO) prior written approval. The contractor must demonstrate good faith efforts to replace a committed DBE firm, which does not perform as intended, with another committed DBE firm. Reasonable methods to resolve performance disputes must be applied. Replacement of DBEs without BECO's prior written approval is a material breach of the contract.

Contract Number (TRACS): _____ **Prime Contractor Name:** _____

Requester Name: _____ **Phone Number:** _____ **Email:** _____

Type of request: ☐ Reduction of DBE scope ☐ DBE Substitution ☐ DBE Termination

Is this request due to an _____ **Change Order?**

☐ **Yes**, explain below the Change Order impact on DBE participation

☐ **No**, explain in detail below, the reason(s) for the request

_____

_____

_____

_____

*Attach documentation to substantiate statement above

Name of DBE firm to be ☐ **replaced** ☐ **removed:** _____

DBE listed on the DBE Affidavits (condition of award): ☐ **Yes** ☐ **No**

Subcontract Amount: $_____ **Amount of Subcontract Remaining:** $_____

DBE Work categories line items: _____

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

Proposed DBE Subcontractor Name: _____*if applicable

Is the proposed replacement an AZ UTRACS certified DBE subcontractor?

☐ **Yes** ☐ **No,** provide Good Faith Effort (GFE) documentation

_____ _____
Original DBE Subcontractor Signature **Date:**

_____ _____
Prime Contractor Signature **Date:**

_____ _____
PM/Resident Engineer Signature **Date:**

FOR BECO USE ONLY

Request is: Approved ☐ Not Approved ☐

BECO Representative: _____

Signature: _____

Date: _____

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MCDOT

CERTIFICATION OF FINAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) PAYMENTS

Construction Contracts

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

The undersigned prime contractor on Agency Project # _____ herby, certifies that full payment was made, to the firm indicated for material and/or work performed under this project's contract as follows:

DBE FIRM AZ UTRACS Vendor Registration # _____

Name of DBE Firm _____ was paid the amount of _____

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

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

Contractor Company Name: _____

Check One: ☐ Prime Contractor ☐ Subcontractor

Name: _____ **Title:** _____

Signature: _____

Date: _____

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

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

DBE Firm Name: _____

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

Name: _____ **Title:** _____

Signature: _____

Date: _____

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ARIZONA DEPARTMENT OF TRANSPORTATION
ON-THE-JOB TRAINING (OJT)
PRE-CONSTRUCTION SUBMITTAL

AS part of the contractor's Equal Opportunity Affirmative Action Program, training shall be provided as follows:

The training and upgrading of minorities and women toward journeyworker status is a primary objective of this training provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women trainees to the extent such persons are available within a reasonable area of recruitment. Contractors are encouraged to make systematic and direct recruitment efforts through public and private sources that are likely to yield minorities and females available for training under this contract. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether members of a minority group or not.

I. PROJECT INFORMATION

CONTRACTOR NAME		ADOT PROJECT NUMBER	ADOT TRACS NUMBER
ADDRESS, CITY, STATE, ZIP CODE			☐ PRIME ☐ SUB
NO. OF TRAINEES TO BE ASSIGNED	HOURS ASSIGNED	CONTRACTOR OJT CONTACT PERSON AND PHONE NUMBER	

II. PROJECT TRAINING PLAN INFORMATION

APPRENTICESHIP/TRAINEE PROGRAM	# OF TRAINEES PROJECTED	HOURLY ASSIGNMENT PER TRAINEE	TOTAL HOURS ASSIGNED TO CRAFT	SAC APPROVED?	ADOT APPROVED?	ESTIMATED START DATE
				YES ☐ NO* ☐	YES ☐ NO* ☐	
				YES ☐ NO* ☐	YES ☐ NO* ☐	
				YES ☐ NO* ☐	YES ☐ NO* ☐	

*IF THE OJT PROGRAM IS **NOT** STATE APPRENTICE COMMITTEE (SAC) APPROVED OR ADOT APPROVED, (example Local 428 operating engineers) PLEASE REFER TO SECTION III.

III. PROGRAMS NOT APPROVED BY A SAC OR BY ADOT

According to the OJT Special Provisions the Contractor must submit a detailed training program to the ADOT Business Engagement and Compliance Office (BECO), 135 N 22nd Avenue, Phoenix, AZ 85009 ATTN: OJT Workforce Development Program Manager (NOTE: FHWA concurrence is required for final approval of programs proposed)

IV. CONTRACTOR ACKNOWLEDGEMENT STATEMENT

I understand and will comply fully with the plans and specifications under which this training is being performed, and will report subsequent revisions to the training program as changes occur.

PRIME CONTRACTOR SIGNATURE DATE

SUBCONTRACTOR SIGNATURE DATE

THIS AREA FOR ADOT USE ONLY– Provide this completed form to the appropriate Field Office at the pre-con		
BECO FIELD COMPLIANCE OFFICE APPROVAL	**DATE**	**TITLE**

BECO Form 180C (6-11-14)

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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

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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

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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 members 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

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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

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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 transmittal 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.

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(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 5.15, 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.

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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 contacting 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.

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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 reasonable 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:

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"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 at 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.

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

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

* * * * *

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

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

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

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

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

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

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

2. **Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

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department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. 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.

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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.

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ARIZONA DEPARTMENT OF TRANSPORTATION
ON-THE-JOB TRAINING SCHEDULE

Contractor Name	ADOT Project Number	TRACS Number
Address		☐ Prime ☐ Sub

Number of trainees assigned	Number of hours assigned	Contractor contact, name and phone number

Project Information

Per the requirement as stated in *Section 108.03 paragraph five* of the ADOT Standard Specifications for Road and Bridge Construction 2008, the training schedule that will be followed throughout the progression of the project is as follows:

Month	Year	Projected Hours	Month	Year	Projected Hours

If and when there are delays or changes to the projected training schedule, please submit an amended form to the appropriate field office for approval from the Business Engagement & Compliance office (BECO). In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by the training special provision. The contractor shall also insure that the training special provision is made applicable to such subcontract. In this case, all appropriate documentation will be provided to the field office on behalf of the sub contractor by the prime contractor.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the appropriate Field Office for approval, the number of trainees to be trained in each selected classification and training program to be used. The contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work that is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees

BECO Form 181C (Rev 3-19-14)

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ARIZONA DEPARTMENT OF TRANSPORTATION
ON-THE-JOB TRAINING SCHEDULE

Trainee/Apprentice Information

Name	Craft	Program	Start Date

I understand the training specifications and will comply with the training schedule as it is written above. I will report subsequent revisions to the training schedule as changes occur.

Prime Contractor Signature Date Sub Contractor Signature Date

This area is for use of ADOT only – Provide this completed form to the appropriate Field Office at the pre-con		
BECO Field Compliance Office Approval	Date	Title

BECO Form 181C (Rev 3-19-14)

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ADOT

ARIZONA DEPARTMENT OF TRANSPORTATION
ON-THE-JOB TRAINING
TRAINING PLAN COMPLETION SUMMARY

Upon completion of the training requirements for this project, please submit to the Field Office

I. PROJECT INFORMATION			
CONTRACTOR NAME		ADOT PROJECT #	ADOT TRACS #
ADRESS, CITY, STATE, ZIP CODE			
NUMBER OF TRAINEES ASSIGNED	NUMBER OF HOURS ASSIGNED	ADOT RESIDENT ENGINEER	
ACTUAL NUMBER OF TRAINEES	TOTAL NUMBER OF HOURS COMPLETED		☐ PRIME ☐ SUB

II. PROJECT TRAINING SUMMARY

APPRENTICE or TRAINEE NAME	CRAFT	SEX	*ETHNICITY	START DATE	NUMBER OF TRAINING HOURS COMPLETED ON THIS PROJECT	LAST DAY ON PROJECT	WAS TRAINEE TERMINATED, GRADUATED, UPGRADED, OR TRANSFERRED TO CONTINUE ON ANOTHER PROJECT?
TOTALS					0.00		

* Ethnicity/Gender: (Use of this information is for reporting purposes only.)

- **B** Black, not of Hispanic Origin
- **H** Hispanic
- **NA** American Indian or Native Alaskan
- **A** Asian/Pacific Islander
- **W** White, not of Hispanic Origin

III. IF TRAINING HOURS WERE NOT MET, PLEASE EXPLAIN IN DETAIL BELOW THE GOOD FAITH EFFORT MADE AND ATTACH ALL SUPPORTING DOCUMENTS. (Bid Item #9230001)

PRIME CONTRACTOR SIGNATURE DATE

SUBCONTRACTOR SIGNATURE DATE

(ONLY IF USED TO COMPLETE TRAINING HOURS)

ADOT USE ONLY		
BECO FIELD COMPLIANCE OFFICE APPROVAL	TITLE	DATE

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Equal Employment Opportunity is THE LAW

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

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

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

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

DISABILITY

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

AGE

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

SEX (WAGES)

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

GENETICS

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

RETALIATION

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

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

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

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

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Employers Holding Federal Contracts or Subcontracts

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

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

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

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

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

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

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

Programs or Activities Receiving Federal Financial Assistance

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

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

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

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La igualdad de oportunidades de empleo es

LA LEY

Empleadores privados, gobiernos locales y estatales, instituciones educativas, agencias de empleo y organizaciones de trabajo

Los postulantes y empleados de la mayoría de los empleadores privados, los gobiernos locales y estatales, las instituciones educativas, las agencias de empleo y las organizaciones de trabajo están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA

El Título VII de la Ley de Derechos Civiles (Civil Rights Act) de 1964, con sus modificaciones, protege a los postulantes y a los empleados contra la discriminación en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo, en función de raza, color, religión, sexo (incluidas las embarazadas) o procedencia. La discriminación religiosa se refiere a la falta de adaptación razonable a las prácticas religiosas de un empleado, siempre y cuando dicha adaptación no provoque una dificultad económica desmedida para la compañía.

DISCAPACIDAD

Los Títulos I y V de la Ley de Estadounidenses con Discapacidades (Americans with Disabilities Act) de 1990, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía.

EDAD

La Ley contra la Discriminación Laboral por Edad (Age Discrimination in Employment Act) de 1967, con sus modificaciones, protege a los postulantes y empleados de 40 años o más contra la discriminación por cuestiones de edad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo.

SEXO (SALARIOS)

Además de lo establecido en el Título VII de la Ley de Derechos Civiles, con sus modificaciones, la Ley de Igualdad en las Remuneraciones (Equal Pay Act) de 1963, con sus modificaciones, también prohíbe la discriminación sexual en el pago de los salarios a las mujeres y los hombres que realicen básicamente el mismo trabajo, en empleos que requieran las mismas habilidades, esfuerzo y responsabilidad, en condiciones laborales similares, en el mismo establecimiento.

GENÉTICA

El Título II de la Ley de No Discriminación por Información Genética (Genetic Information Nondiscrimination Act, GINA) de 2008 protege a los postulantes y empleados contra la discriminación basada en la información genética en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La GINA también limita la adquisición de información genética por parte de los empleadores y condiciona de manera estricta su divulgación. La información genética incluye las pruebas genéticas de los postulantes, empleados o integrantes de sus familias, la manifestación de enfermedades o trastornos de los miembros de la familia (historia médica familiar) y las solicitudes o la recepción de servicios genéticos por parte de los postulantes, empleados o integrantes de sus familias.

REPRESALIAS

Todas estas leyes federales prohíben a las entidades cubiertas que tomen represalias en contra de una persona que presenta una cargo por discriminación, participa en un procedimiento por discriminación o que, de algún otro modo, se opone a una práctica laboral ilícita.

QUÉ DEBE HACER SI CONSIDERA QUE ES VÍCTIMA DE LA DISCRIMINACIÓN

Existen plazos estrictos para presentar cargos por discriminación laboral. A fin de preservar la capacidad de la Comisión para la Igualdad de Oportunidades en el Empleo (Equal Employment Opportunity Commission, EEOC) de actuar en representación suya y proteger su derecho a iniciar una demanda privada si fuese necesario en última instancia, debe comunicarse con la EEOC apenas sospeche que se produjo un hecho de discriminación: Comisión para la Igualdad de Oportunidades en el Empleo de los Estados Unidos, 1-800-669-4000 (línea gratuita) o 1-800-669-6820 (línea gratuita TTY para las personas con problemas auditivos). Puede encontrar información sobre las sucursales de la EEOC en www.eeoc.gov o en la mayoría de las guías telefónicas en la sección Gobierno Federal o Gobierno de los Estados Unidos. También puede obtener información adicional sobre la EEOC, incluso cómo presentar un cargo, en www.eeoc.gov.

SEE FEDERAL MANUAL

Empleadores que tengan contratos o subcontratos con el gobierno federal

Los postulantes y empleados de las compañías que tengan un contrato o subcontrato con el gobierno federal están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA

El Decreto Ejecutivo 11246, con sus modificaciones, prohíbe la discriminación en el trabajo en función de raza, color, religión, sexo o procedencia y exige que se implementen acciones afirmativas para garantizar la igualdad de oportunidades en todos los aspectos laborales.

PERSONAS CON DISCAPACIDADES

La Sección 503 de la Ley de Rehabilitación *(Rehabilitation Act)* de 1973, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía. La Sección 503 también exige que los contratistas federales implementen acciones afirmativas para emplear y avanzar en el empleo de personas idóneas con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

VETERANOS DISCAPACITADOS, RECIÉN RETIRADOS, BAJO PROTECCIÓN Y CON MEDALLA POR SERVICIO A LAS FUERZAS ARMADAS

La Ley de Asistencia a la Readaptación de Veteranos de Vietnam *(Vietnam Era Veterans' Readjustment Assistance Act)* de 1974, con sus modificaciones, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige que se implementen acciones afirmativas para emplear y avanzar en el empleo de los veteranos discapacitados, recién retirados (en el plazo de los tres años posteriores a la baja o al cese del servicio activo), otros veteranos bajo protección (los veteranos que prestaron servicio durante una guerra o en una campaña o expedición para la cual se les autorizó una insignia de campaña) y los veteranos con medalla por servicio a las Fuerzas Armadas (aquellos que durante el servicio activo, participaron en una operación militar de los Estados Unidos por la cual se los reconoció con una medalla por servicio a las Fuerzas Armadas).

REPRESALIAS

Quedan prohibidas las represalias contra una persona que presenta una demanda por discriminación, participa en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (*Office of Federal Contract Compliance Programs*, OFCCP) o que se oponga, de algún otro modo, a la discriminación según estas leyes federales.

Toda persona que considere que un contratista violó sus obligaciones de acción afirmativa o no discriminación según las autoridades mencionadas anteriormente debe comunicarse de inmediato con:

La Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), Departamento de Trabajo de los Estados Unidos, 200 Constitution Avenue, N.W., Washington, D.C. 20210, teléfono 1-800-397-6251 (línea gratuita) o (202) 693-1337 (línea TTY). También puede enviar un mensaje de correo electrónico a la OFCCP (OFCCP-Public@dol.gov) o bien, llamar a una de sus oficinas regionales o del distrito, las cuales aparecen en la mayoría de las guías telefónicas en la sección Gobierno de los Estados Unidos, Departamento de Trabajo.

Programas o actividades que reciben asistencia financiera federal

RAZA, COLOR, PROCEDENCIA, SEXO

Además de las protecciones establecidas en el Título VII de la Ley de Derechos Civiles de 1964 y sus modificaciones, el Título VI de dicha ley, con sus modificaciones, prohíbe la discriminación por raza, color o procedencia en los programas o las actividades que reciban asistencia financiera federal. La discriminación laboral está cubierta por el Título VI si el objetivo principal de la asistencia financiera es brindar empleo, o si la discriminación laboral provoca o puede provocar discriminación cuando se proporcionan los servicios de dichos programas. El Título IX de las Reformas Educativas de 1972 prohíbe la discriminación laboral según el sexo en los programas o las actividades educativas que reciben asistencia financiera federal.

PERSONAS CON DISCAPACIDADES

La Sección 504 de la Ley de Rehabilitación de 1973, con sus modificaciones, prohíbe la discriminación laboral por discapacidad en cualquier programa o actividad que reciba asistencia financiera federal. Queda prohibida la discriminación en todos los aspectos laborales contra las personas discapacitadas que, con o sin adaptaciones razonables, pueden desempeñar las funciones esenciales del trabajo.

Si cree que ha sido víctima de discriminación en algún programa de una institución que reciba asistencia financiera federal, debe comunicarse de inmediato con la agencia federal que brinda dicha asistencia.

SEE FEDERAL MANUAL

U.S. Department
of Transportation
**Federal Highway
Administration**

NOTICE

The highway construction underway at this location is a Federal or Federal-aid project and is subject to applicable State and Federal laws, including Title 23, United States Code, Section 1020, which 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 the cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the costs thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction of any highway or related project submitted for approval to the Secretary of Transportation; or

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

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

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

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

(Federal-aid projects only) State Highway Department	*(Both Federal and Federal-aid projects)* Federal Highway Division Administrator
Enter name and address of State Highway Department.	Enter name and address of Federal Highway Division Administrator.

(Both Federal and Federal-aid projects)

Department of Transportation
Office of Inspector General
Toll Free Hotline
1-800-424-9071

Form FHWA-1022 (Rev. 11-11)

SEE FEDERAL MANUAL

U.S. Department of Labor

OSHA®
Occupational Safety and Health Administration

Job Safety and Health
IT'S THE LAW!

All workers have the right to:

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

This poster is available free from OSHA.

Employers must:

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

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

Contact OSHA. We can help.

SEE FEDERAL MANUAL

1-800-321-OSHA (6742) • TTY 1-877-889-5627 • www.osha.gov

OSHA 3165-04R 2015

Departamento de Trabajo de los EE. UU.

OSHA®
Administración de Seguridad y Salud Ocupacional

Seguridad y Salud en el Trabajo
¡ES LA LEY!

Todos los trabajadores tienen el derecho a:

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

Este cartel está disponible de la OSHA para gratis.

Los empleadores deben:

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

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

Llame OSHA. Podemos ayudar.

SEE FEDERAL MANUAL

1-800-321-OSHA (6742) • TTY 1-877-889-5627 • www.osha.gov/espanol

OSHA 3167-04R 2015

EMPLOYEE RIGHTS
UNDER THE DAVIS-BACON ACT

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

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

SEE FEDERAL MANUAL

PREVAILING WAGES

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

OVERTIME

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

ENFORCEMENT

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

APPRENTICES

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

PROPER PAY

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

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

For additional information:

1-866-4-USWAGE

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

WWW.WAGEHOUR.DOL.GOV

U.S. Wage and Hour Division

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321(Revised April 2009)

EMPLOYEE RIGHTS

UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

FEDERAL MINIMUM WAGE

$7.25 PER HOUR

BEGINNING JULY 24, 2009

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

CHILD LABOR An employee must be at least **16** years old to work in most non-farm jobs and at least **18** to work in non-farm jobs declared hazardous by the Secretary of Labor.

Youths **14** and **15** years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under the following conditions:

No more than

- **3** hours on a school day or **18** hours in a school week;
- **8** hours on a non-school day or **40** hours in a non-school week.

Also, work may not begin before **7 a.m.** or end after **7 p.m.**, except from June 1 through Labor Day, when evening hours are extended to **9 p.m.** Different rules apply in agricultural employment.

TIP CREDIT Employers of "tipped employees" must pay a cash wage of at least $2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employer's cash wage of at least $2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. Certain other conditions must also be met.

ENFORCEMENT The Department of Labor may recover back wages either administratively or through court action, for the employees that have been underpaid in violation of the law. Violations may result in civil or criminal action.

Employers may be assessed civil money penalties of up to $1,100 for each willful or repeated violation of the minimum wage or overtime pay provisions of the law and up to $11,000 for each employee who is the subject of a violation of the Act's child labor provisions. In addition, a civil money penalty of up to $50,000 may be assessed for each child labor violation that causes the death or serious injury of any minor employee, and such assessments may be doubled, up to $100,000, when the violations are determined to be willful or repeated. The law also prohibits discriminating against or discharging workers who file a complaint or participate in any proceeding under the Act.

ADDITIONAL INFORMATION

- Certain occupations and establishments are exempt from the minimum wage and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa and the Commonwealth of the Northern Mariana Islands.
- Some state laws provide greater employee protections; employers must comply with both.
- The law requires employers to display this poster where employees can readily see it.
- Employees under 20 years of age may be paid $4.25 per hour during their first 90 consecutive calendar days of employment with an employer.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.

For additional information:

1-866-4-USWAGE

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

WWW.WAGEHOUR.DOL.GOV

WHD U.S. Wage and Hour Division

SEE FEDERAL MANUAL

DERECHOS DEL EMPLEADO

BAJO LA LEY DE NORMAS JUSTAS DE TRABAJO

SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIO MÍNIMO FEDERAL

$7.25 POR HORA

A PARTIR DEL 24 DE JULIO DE 2009

PAGO DE SOBRETIEMPO

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

EMPLEO DE MENORES DE EDAD

El empleado ha de tener por lo menos **16** años de edad para trabajar en la mayoría de los trabajos no agrícolas y por lo menos tener **18** años para trabajar en trabajos no agrícolas declarados arriesgados por el/la Secretario(a) de Trabajo.

Jóvenes de **14** y **15** años de edad pueden trabajar fuera de horas escolares en varios trabajos que no sean en fabricación, minería, o arriesgados, bajo las siguientes condiciones:

No más de

- **3** horas en un día escolar o **18** horas en una semana escolar;
- **8** horas en un día no escolar o **40** horas en una semana no escolar.

Además, el trabajo no puede empezar antes de las **7 de la mañana** o terminar después de las **7 de la tarde** salvo del primero de junio hasta el Día de Labor, cuando las horas de la tarde se extienden hasta las **9 de la noche**. Se aplican reglas distintas al empleo agrícola.

CRÉDITO POR PROPINAS

Empresarios de empleados que reciben propinas han de pagar un salario en efectivo de por lo menos $2.13 por hora si declaran un crédito por propina contra sus obligaciones hacia el salario mínimo. Si las propinas del empleado combinadas con el salario en efectivo que paga el empresario de por lo menos $2.13 por hora no equivalen al salario mínimo por hora, el empresario ha de suplir la diferencia. También se tiene que cumplir con otras condiciones.

CUMPLIMIENTO

El Departamento de Trabajo puede recuperar salarios atrasados administrativamente o mediante acción legal en los tribunales, para empleados a los cuales se les haya pagado por debajo y en violación de la ley.

A los empresarios se les pueden imponer penas pecuniarias civiles de hasta $1,100 por cada infracción intencional o repetida de las provisiones de la ley del pago del salario mínimo y del pago de sobretiempo y hasta $11,000 por cada empleado que sea empleado en violación de las provisiones de la ley sobre el empleo de menores. Adicionalmente, se puede imponer una pena pecuniaria civil de hasta $50,000 por cada infracción de las provisiones sobre el empleo de menores si causa la muerte o una lesión seria de un empleado menor de edad, y se pueden doblar dichas avaluaciones, hasta $100,000, cuando se determinan que las infracciones son intencionales o repetidas. La ley también prohíbe la discriminación o el despido del trabajador por haber presentado una denuncia o por participar en cualquier procedimiento bajo la Ley.

INFORMACIÓN ADICIONAL

- Ciertas ocupaciones y ciertos establecimientos están exentos de las provisiones de pago de salario mínimo y de sobretiempo.
- Se aplican provisiones especiales a trabajadores de Samoa Americana y de la Comunidad de las Islas Marianas del Norte.
- Algunas leyes estatales proveen más protecciones al empleado; el empresario ha de cumplir con ambas.
- La ley exige que los empresarios pongan este cartel donde los empleados lo puedan ver fácilmente.
- A los empleados menores de 20 años de edad se les puede pagar menos de $4.25 por hora durante los primeros 90 días civiles consecutivos de empleo con un empresario.
- Se les puede pagar menos del salario mínimo bajo ciertos certificados especiales emitidos por el Departamento de Trabajo a ciertos estudiantes de tiempo completo, estudiantes aprendices y a trabajadores con impedimentos.

Para información adicional:

1-866-4-USWAGE

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

WWW.WAGEHOUR.DOL.GOV

WHD U.S. Wage and Hour Division

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

WHD 1088SPA (Revised July 2009)

SEE FEDERAL MANUAL

EMPLOYEE RIGHTS

EMPLOYEE POLYGRAPH PROTECTION ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

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

SEE FEDERAL MANUAL

PROHIBITIONS

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

EXEMPTIONS

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

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

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

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

EXAMINEE RIGHTS

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

ENFORCEMENT

The Secretary of Labor may bring court actions to restrain violations and assess civil penalties up to $10,000 against violators. Employees or job applicants may also bring their own court actions.

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

For additional information:

1-866-4-USWAGE

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

WHD U.S. Wage and Hour Division

WWW.WAGEHOUR.DOL.GOV

Scan your QR phone reader to learn more about the Employee Polygraph Protection Act.

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

WHD 1462
Rev. Jan 2012

DERECHOS DEL EMPLEADO

LEY PARA LA PROTECCIÓN DEL EMPLEADO CONTRA LA PRUEBA DEL POLÍGRAFO

SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

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

SEE FEDERAL MANUAL

PROHIBICIONES

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

EXENCIONES

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

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

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

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

DERECHOS DE LOS EXAMINADOS

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

CUMPLIMIENTO

El/La Secretario(a) de Trabajo puede entablar pleitos para impedir violaciones y puede imponer penas pecuniarias civiles de hasta $10,000 contra los violadores. Los empleados o solicitantes a empleo también tienen derecho a entablar sus propios pleitos en los tribunales.

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

Para información adicional:

1-866-4-USWAGE

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

WHD U.S. Wage and Hour Division

WWW.WAGEHOUR.DOL.GOV

Escanee su lector telefónico QR para saber más en inglés sobre la Ley Para La Protección Del Empleado Contra La Prueba Del Polígrafo.

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

WHD 1462SP
Rev. Jan 2012

EMPLOYEE RIGHTS AND RESPONSIBILITIES
UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

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

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.

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For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
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U.S. Department of Labor | Wage and Hour Division

WHD Publication 1420 · Revised February 2013

DERECHOS Y RESPONSABILIDADES DEL EMPLEADO BAJO LA LEY DE AUSENCIA FAMILIAR Y MÉDICA

Derechos Básicos de Ausencia

La Ley de Ausencia Familiar y Médica (FMLA-por sus siglas en inglés) exige que todo empresario bajo el alcance de la Ley provea a sus empleados elegibles hasta 12 semanas de ausencia del trabajo, no pagadas y con protección del puesto, por las siguientes razones:

- por incapacidad causada por embarazo, atención médica prenatal o parto;
- para atender a un hijo del empleado después de su nacimiento, o su colocación para adopción o crianza;
- para atender a un cónyuge, hijo, hija, o padres del/de la empleado(a), el/la cual padezca de una condición de salud seria; o
- a causa de una condición de salud seria que le impida al empleado desempeñar su puesto.

Derechos de Ausencia Para Familias Militares

Empleados elegibles con un cónyuge, hijo, hija, o padre que estén en servicio activo o se le haya avisado de una llamada a estado de servicio activo bajo cobertura pueden usar su derecho de ausencia de 12 semanas para atender ciertas exigencias calificadoras. Las exigencias calificadoras pueden incluir la asistencia a ciertos eventos militares, la fijación del cuidado alternativo de hijos, para atender ciertos arreglos financieros y legales, para asistir a ciertas consultas con consejeros, y para asistir a sesiones de reintegración pos-despliegue.

FMLA también incluye un derecho especial de ausencia que concede a empleados elegibles ausentarse del trabajo hasta 26 semanas para atender a un miembro del servicio militar bajo el alcance de la Ley durante un período único de 12 meses. Un miembro del servicio bajo el alcance de la Ley es: (1) un miembro actual de las Fuerzas Armadas, incluyendo un miembro de la Guardia Nacional o Reservas, que esté atravesando tratamiento médico, recuperación o terapia, es de cualquier otra forma paciente externo, o está de cualquier otra forma en la lista de retiro temporal por discapacidad, debido a una lesión o enfermedad grave*; o (2) un veterano que fue licenciado o relevado bajo condiciones no deshonrosas en cualquier momento durante el periodo de cinco años antes de la primera fecha en la que el empleado elegible toma la ausencia bajo la FMLA para cuidar de un veterano bajo el alcance de la Ley, y que esté atravesando tratamiento médico, recuperación o terapia por una lesión o enfermedad grave.*

***Las definiciones de la FMLA de "lesión o enfermedad grave" para los actuales miembros del servicio y veteranos son diferentes a la definición de "condición de salud seria".**

Beneficios y Protecciones

Durante una ausencia bajo FMLA, el empresario ha de mantener en vigor el seguro de salud del empleado bajo cualquier "plan de seguro colectivo de salud" con los mismos términos como si el empleado hubiese seguido trabajando. Al regresar de una ausencia de FMLA, a la mayor parte de los empleados se le ha de restaurar a su puesto original o puesto equivalente con sueldo, beneficios y otros términos de empleo equivalentes.

El tomar una ausencia bajo FMLA no puede resultar en la pérdida de ningún beneficio de empleo acumulado antes de que el empleado comenzara una ausencia.

Requisitos Para Elegibilidad

Los empleados son elegibles si han trabajado para el empresario bajo el alcance de la Ley durante por lo menos 12 meses, por 1,250 horas durante los previos 12 meses*, y si el empresario emplea por lo menos a 50 empleados dentro de un área de 75 millas.

***Aplican requisitos especiales de horas de servicio para empleados que son miembros de tripulación de vuelo.**

Definición de una Condición de Salud Seria

Una condición de salud seria es una enfermedad, lesión, impedimento, o condición física o mental que involucra una pernoctación en un establecimiento de atención médica, o el tratamiento continuo bajo un servidor de atención médica por una condición que le impide al empleado desempeñar las funciones de su puesto, o impide al miembro de la familia que califica participar en actividades escolares o en otras actividades diarias.

Dependiendo de ciertas condiciones, se puede cumplir con el requisito de tratamiento continuo con un período de incapacidad de más de 3 días civiles consecutivos en combinación con por lo menos dos visitas a un servidor de atención médica o una visita y un régimen de tratamiento continuo, o incapacidad a causa de un embarazo, o incapacidad a causa de una condición crónica. Otras condiciones pueden satisfacer la definición de un tratamiento continuo.

Uso de la Ausencia

El empleado no necesita usar este derecho de ausencia todo de una vez. La ausencia se puede tomar intermitentemente o según un horario de ausencia reducido cuando sea médicamente necesario. El empleado ha de esforzarse razonablemente cuando hace citas para tratamientos médicos planificados para no interrumpir indebidamente las operaciones del empresario. Ausencias causadas por exigencias calificadoras también pueden tomarse intermitentemente.

Substitución de Ausencia Pagada por Ausencia No Pagada

El empleado puede escoger o el empresario puede exigir el uso de ausencias pagadas acumuladas mientras se toma ausencia bajo FMLA. Para poder usar ausencias pagadas cuando toma la ausencia bajo FMLA, el empleado ha de cumplir con la política normal del empresario que rija las ausencias pagadas.

Responsabilidades del Empleado

El empleado ha de proveer un aviso con 30 días de anticipación cuando necesite ausentarse bajo FMLA cuando la necesidad es previsible. Cuando no sea posible proveer un aviso con 30 días de anticipación, el empleado ha de proveer aviso en cuanto sea factible y, en general, ha de cumplir con los procedimientos normales del empresario a llamar.

Los empleados han de proporcionar suficiente información para que el empresario determine si la ausencia califica para la protección de FMLA, con la fecha y la duración anticipadas de la ausencia. Suficiente información puede incluir que el empleado no puede desempeñar las funciones del puesto, que el miembro de la familia no puede desempeñar las actividades diarias, la necesidad de ser hospitalizado o de seguir un régimen continuo bajo un servidor de atención médica, o circunstancias que exijan una necesidad de ausencia familiar militar. Además, los empleados han de informar al empresario si la ausencia solicitada es por una razón por la cual se había previamente tomado o certificado la ausencia bajo FMLA. También se le puede exigir al empleado que provea certificación y re-certificación periódicamente constatando la necesidad para la ausencia.

Responsabilidades del Empresario

Los empresarios bajo el alcance de FMLA han de informar a los empleados solicitando ausencia si son o no elegibles bajo FMLA. Si lo son, el aviso ha de especificar cualquier otra información exigida tanto como los derechos y las responsabilidades de los empleados. Si no son elegibles, el empresario ha de proveer una razón por la inelegibilidad.

Los empresarios bajo el alcance de la Ley han de informar a los empleados si la ausencia se va a designar protegida por FMLA y la cantidad de tiempo de la ausencia que se va a contar contra el derecho del empleado para ausentarse. Si el empresario determina que la ausencia no es protegida por FMLA, el empresario ha de notificar al empleado de esto.

Actos Ilegales Por Parte del Empresario

La ley FMLA le prohíbe a todo empresario:

- que interfiera con, limite, o niegue el ejercicio de cualquier derecho estipulado por FMLA; y
- que se despida a, o se discrimine en contra de, alguien que se oponga a una práctica prohibida por FMLA o porque se involucre en cualquier procedimiento bajo FMLA o relacionado a FMLA.

Cumplimiento

Un empleado puede presentar una reclamación ante el Departamento de Trabajo de los Estados Unidos o puede iniciar una demanda civil particular contra el empresario.

FMLA no afecta ninguna otra ley federal o estatal que prohíba la discriminación, o invalida ninguna ley estatal o local o ninguna negociación colectiva que provea derechos familiares o médicos superiores.

La Sección 109 de FMLA (29 U.S.C. § 2619) exige que todo empresario bajo el alcance de FMLA exhiba el texto de este aviso. Los Reglamentos 29 C.F.R. § 825.300(a) pueden exigir divulgaciones adicionales.

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Si precisa información adicional:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

Departamento de Trabajo de los Estados Unidos | División de Horas y Salarios

WH1420SP REV 09/2013 · Revisado en Febrero 2013

TITLE VI NOTICE TO THE PUBLIC

AVISO AL PÚBLICO SOBRE EL TITULO VI

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

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

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

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

Theresa Jones
MCDOT Title VI Program Coordinator
Maricopa County Department of Transportation
2901 W. Durango St., Phoenix, AZ 85009
theresajones@mail.maricopa.gov • 602.506.1630

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

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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

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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 members 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

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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

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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 transmittal 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.

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(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 5.15, 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.

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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 contacting 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.

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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 reasonable 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:

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"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 at 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.

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

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

* * * * *

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

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

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

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

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

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

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

2. **Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

SEE FEDERAL MANUAL

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. 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.

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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.

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

NOTICE

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

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

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ARIZONA LAW PROHIBITS DISCRIMINATION IN EMPLOYMENT

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

BY: Employers, Employment Agencies or Labor Unions.

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

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

LA LEY DE ARIZONA PROHIBE DISCRIMINACION EN EL EMPLEO

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

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

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

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

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
Civil Rights Division

PHOENIX OFFICE:
1275 West Washington Street
Phoenix, Arizona 85007
(602) 542-5263
1-877-491-5742 Toll Free
1-877-624-8090 TTY Toll Free

TUCSON OFFICE:
400 West Congress Street
South Building S-215
Tucson, Arizona 85701
(520) 628-6500
1-877-491-5740 Toll Free
1-877-881-7552 TTY Toll Free

*COMPLAINT FORM AVAILABLE ONLINE AT WWW.AZAG.GOV

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

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POU-003 (3-14)

NOTICE TO EMPLOYEES

YOU ARE COVERED BY UNEMPLOYMENT INSURANCE (UI)

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

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

- Open or reopen a claim by going on line at www.azui.com. If you do not have internet access, go to your nearest Arizona Department of Economic Security (ADES) Employment Service (ES) office for assistance.
- Were separated from your last job for a non-disqualifying reason.
- Meet the wage requirements established by law.
- Are registered for work with Arizona Job Connection – DES will attempt to register you based on the information you provide when your claim is filed.
- Actively seek work and remain available and able to accept suitable employment.
- Meet all other eligibility requirements.

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

POSTING REQUIRED BY ARS § 23-772.C

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact your local office manager; TTY/TDD Services: 7-1-1. • Free language assistance for DES services is available upon request. • Disponible en español en línea o en la oficina local.

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EMPLOYEE SAFETY AND HEALTH PROTECTION

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

As an employee, you have the following rights:

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

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

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

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

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

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

Your employer must post this notice in your workplace.

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

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

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

Industrial Commission web site: www.ica.state.az.us

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

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

Revised 10/11

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PROTECCION DE SEGURIDAD Y SANIDAD PARA EL EMPLEADO

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

Como empleado, Ud. tiene los derechos siguientes:

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

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

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

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

Tiene el derecho de protestar el tiempo dado para correjir una violación.

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

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

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

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

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

Industrial Commission web site: www.ica.state.az.us

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

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

Revisado 10/11

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Thank you for not smoking.

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SMOKE FREE ARIZONA

To report a violation or file a complaint:

smokefreearizona.org

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

Smoke-Free Arizona Act ARS§36-601.01

Arizona Department of Health Services

WORK EXPOSURE TO BODILY FLUIDS

NOTICE TO EMPLOYEES

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

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

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

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

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

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

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

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

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

SEE FEDERAL MANUAL

EXPOSICION A FLUIDOS CORPORALES EN EL TRABAJO

AVISO A LOS EMPLEADOS

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

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

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

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

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

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

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

MANTENER FIJO EN UN LUGAR SOBRESALIENTE JUNTO AL AVISO A LOS EMPLADOS SOBRE COMPENSACION PARA TRABAJADORES

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

Este documento es una traduccion del texto original escrito en ingles. Esta traduccion no es oficial y no es vinculante para este estado o para una subdivision politica de este estado.

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

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TO BE POSTED BY EMPLOYER POLICY NUMBER _____

NOTICE TO EMPLOYEES

RE: ARIZONA WORKERS' COMPENSATION LAW

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

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

★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★

PARA SER COLOCADO POR EL PATRON NUMERO DE POLIZA _____

AVISO A LOS EMPLEADOS

RE: LEY DE COMPENSACION PARA LOS TRABAJADORES DE ARIZONA

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

_____

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

★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★

KEEP POSTED IN A CONSPICUOUS PLACE.

COLOQUESE EN LUGAR VISIBLE.

SEE FEDERAL MANUAL

ARIZONA DEPARTMENT OF TRANSPORTATION - INTERMODAL DIVISION
Construction Inspection Quantlist
General Provisions - Division I Bulletin Board - Job Site

Tracs Number:		Location:	
Reviewer:		Off Set:	
Author:	Construction Operation	Non Federal Project:	
Version:	05012014	Address or Station:	
		Federal:	
		ARRA Project:	
Subcontractor:		Supervisor:	
Type:		Date:	

Conforming	Attributes	
Y☐N☐N/A☐	1. <-- SELECT N/A. 1. All posters need to be current: check the web sites for updates for the listed posters. 2. When posters are not readable because of fading or weather, they must be replaced. 3. The following are useful web sites: http://www.azdot.gov/business/engineering-and-construction/construction/quantlists, http://www.azdot.gov/business/engineering-and-construction/construction/posters, http://www.ica.state.az.us/Labor/Labor_MinWag_main.aspx , http://www.fhwa.dot.gov/PROGRAMADMIN/CONTRACTS/POSTER.CFM, http://www.dol.gov/oasam/boc/osdbu/sbrefa/poster/matrix.htm 4. Weights - 2 = Minor, 4 = Major, and 8 = Stop work or a high risk to public safety.	None
0	Comments:	
Y☐N☐N/A☐	2. Bulletin boards are accessible to all employees and applicants for employment at each location where construction work is performed. Bulletin boards are upright and at a height convenient for viewing. [OSHA 29 CFR 1903.2, DOL, FHWA, AZ. etc.]	Std. Spec.
2	Comments:	107.01
Y☐N☐N/A☐	3. Bulletin Boards on the job site are in a safe location approved by the Engineer before any work was allowed to begin. The Bulletin Board(s) are large enough to legibly display all posters and other information required. [29 CFR 5.5]	Std. Spec.
2	Comments:	107.01

SEE FEDERAL MANUAL

ARIZONA DEPARTMENT OF TRANSPORTATION - INTERMODAL DIVISION
Construction Inspection Quantlist
General Provisions - Division I Bulletin Board - Job Site

Conforming	Attributes	
Y☐N☐N/A☐	4. Subcontractors: Bulletin Board(s) must be at the site of the work in a prominent and accessible place where it can be easily seen by the workers. [29 CFR 5.5]. If Subcontractor's information is posted on the Prime Contractor's Bulletin Board mark this N/A.	Std. Spec.
2	Comments:	107.01
Y☐N☐N/A☐	5. "Notice" Federal-Aid Projects with all contact information completed. Make sure all fields are filled with the correct information. [Title 18, United States Code, Section 1020 Form number: FHWA 1022 (Rev. 11/11)] http://www.fhwa.dot.gov/programadmin/contracts/poster.cfm	Std. Spec.
2	Comments:	107.01
Y☐N☐N/A☐	6. Equal Employment Opportunity Is The Law poster. [Form number: EEDC-P/E (Revised 11/09)] http://www.fhwa.dot.gov/programadmin/contracts/poster.cfm	Std. Spec.
2	Comments:	107.01
Y☐N☐N/A☐	7. La igualdad de oportunidades de empleo es "LA LEY" poster (Spanish). [Form number: EEOC-P/E-1 (Revisado 11/09) and Presidential Executive Order No. 13166] http://www.dol.gov/ofccp/regs/compliance/posters/ofccpost.htm	Std. Spec.
2	Comments:	107.01
Y☐N☐N/A☐	8. "Job Safety and Health" Poster. (www.osha.gov) [Form number: OSHA 3165-02-2012R (Posters must be current)] http://www.osha.gov/pls/publications/publication.athruz?pType=Type&pID=5	Std. Spec.
2	Comments:	107.01
Y☐N☐N/A☐	9. Seguridad y Salud en el Trabajo Poster (Spanish). Form number: OSHA 3167-01-07R and Presidential Executive Order No. 13166 (Posters must be current)] http://www.dol.gov/oasam/boc/osdbu/sbrefa/poster/matrix.htm	Std. Spec.
2	Comments:	107.01
Y☐N☐N/A☐	10. Employee Rights under the Davis-Bacon Act (Only on Davis Bacon Projects Check Project Specials). Make sure all fields are filled with the correct information. [Form number: WH 1321 (Revised April 2009) (29 CFR Part 5)] http://www.dol.gov/whd/regs/compliance/posters/flsa.htm	Std. Spec.
2	Comments:	107.01

SEE FEDERAL MANUAL

ARIZONA DEPARTMENT OF TRANSPORTATION - INTERMODAL DIVISION
Construction Inspection Quantlist
General Provisions - Division I Bulletin Board - Job Site

Conforming	Attributes	
Y☐N☐N/A☐	11. Derechos Del Empleado Bajo La Ley Davis-Bacon (Spanish) (Only on Davis Bacon Projects Check Project Specials). [DOL poster WH-1321 SPA (Revised April 2009) (29 CFR Part 5) and Presidential Executive Order No. 13166] http://www.dol.gov/whd/regs/compliance/posters/davispan.htm	Std. Spec.
4	Comments:	107.01
Y☐N☐N/A☐	12. "Employee Rights Under the Fair Labor Standards Act" (FLSA) - WHD Publication 1088 (Revised July 2009) [All projects where Davis-Bacon rates do NOT apply (Wages must reflect the most current rate) per 29 USC 21 29 CFR 516.4] http://www.fhwa.dot.gov/programadmin/contracts/poster.htm	Std. Spec.
2	Comments:	107.01
Y☐N☐N/A☐	13. "Cartel del Salario Minimo Federal" Derechos Del Empleado Bajo La Ley De Normas Justas De Trabajo (Spanish) WHD Pub. 1088SPA (Revised July 2009). [All projects where Davis-Bacon rates do NOT apply (Wages must reflect the most current rate): Presidential Executive Order No. 13166] http://www.dol.gov/oasam/programs/osdbu/sbrefa/poster/matrix.htm	Std. Spec.
2	Comments:	107.01
Y☐N☐N/A☐	14. Employee Rights And Responsibilities Under The Family And Medical Leave Act - WHD Publication 1420 Revised February 2013 [29 CFR 825.300 and 825.400 for employers of more than 50 people (Posters must be current) http://www.dol.gov/whd/regs/compliance/posters/fmla.htm	Std. Spec.
4	Comments:	107.01
Y☐N☐N/A☐	15. Aviso sobre la Ley de Ausencia Familiar y Medica (Spanish) WHD Publication 1420 Revised January 2009 (Use the most current poster) [29 CFR 825.300 and 825.402 and Presidential Executive Order No. 13166] http://www.dol.gov/oasam/programs/osdbu/sbrefa/poster/matrix.htm	Std. Spec.
2	Comments:	107.01
Y☐N☐N/A☐	16. NOTICE Employee Polygraph Protection Act - WH Publication 1462 January 2012 (Posters must be current). [9 CFR 801.6] http://www.dol.gov/oasam/programs/osdbu/sbrefa/poster/matrix.htm	Std. Spec.
2	Comments:	107.01

SEE FEDERAL MANUAL

ARIZONA DEPARTMENT OF TRANSPORTATION - INTERMODAL DIVISION
Construction Inspection Quantlist
General Provisions - Division I Bulletin Board - Job Site

Conforming	Attributes	
Y☐N☐N/A☐	17. Aviso Ley Para La Proteccion del Empleado contra la Prueba del Polígrafo (Spanish) Publicación de WH 1462 Revised January 2012 (Posters must be current). [9 CFR 801.6 and Presidential Executive Order No. 13166] http://www.dol.gov/oasam/programs/osdbu/sbrefa/poster/matrix.htm	Std. Spec.
2	Comments:	107.01
Y☐N☐N/A☐	18. Schedule of the Davis Bacon Wage Rates listed in the special provisions for this project - "General Decision AZ" [USC 40, Section I, Chapter 31 - General, Subchapter IV - Wage Rate Requirements, Section 3142] Located in the back of the Special Provisions or Addendum.	Spcl. Prv.
2	Comments:	107.01
Y☐N☐N/A☐	19. Nondiscrimination (EEO policy statement) from Prime Contractor. [41 CFR 60-741.44 through FHWA-1273, §II(1)(b)] (Project Specific document)	Std. Spec.
2	Comments:	107.01
Y☐N☐N/A☐	20. Nondiscrimination (EEO policy statement) of the subcontractors. [41 CFR 60-741.44 through FHWA-1273, §II(1)(b)] (Project Specific document)	Std. Spec.
2	Comments:	107.01
Y☐N☐N/A☐	21. Name and telephone number of the Contractor's EEO policy Enforcement Officer (Letter appointing contractor's EEO officer for project). [41 CFR 60-741.44 through FHWA-1273, §II(1)(b)]	Std. Spec.
2	Comments:	107.01
Y☐N☐N/A☐	22. Name and contact information of the contractor's safety supervisor. (Project Specific document)	Std. Spec.
2	Comments:	107.01
Y☐N☐N/A☐	23. List of subcontractor's safety supervisors. (Project Specific document)	Std. Spec.
2	Comments:	107.08
Y☐N☐N/A☐	24. Emergency contact telephone numbers. [OSHA 29 CFR 1926.50(f) through FHWA-1273, §VIII(1) except on areas with 911 for emergencies]	Std. Spec.
2	Comments:	107.08
Y☐N☐N/A☐	25. Contractor Notice of Intent (NOI) for storm water discharge (projects with ADEQ permits do not require an ADOT NOI).The approval date and ADEQ authorization number must be posted. Current Construction General Permit (Both EPA or ADEQ).	Spcl. Prv.
2	Comments:	104.09 (C)

SEE FEDERAL MANUAL

ARIZONA DEPARTMENT OF TRANSPORTATION - INTERMODAL DIVISION
Construction Inspection Quantlist
General Provisions - Division I Bulletin Board - Job Site

Conforming	Attributes	
Y☐N☐N/A☐	26. ADOT Notice of Intent (NOI) for storm water discharge is posted for projects with EPA permits (Indian lands). Current Construction General Permit (EPA).	Spcl. Prv.
2	Comments:	104.09
Y☐N☐N/A☐	27. Notice to Employees: You are covered by Unemployment Insurance. POU-003 (03-14) [ARS § 23-772.C] Posters must be current. http://www.hr.az.gov/PolicyLegislativeAffairs/PLS_Required_Posters.asp	Std. Spec.
2	Comments:	107.01
Y☐N☐N/A☐	28. Aviso A Los Empleados Usted Tiene Seguro por Desempleo (Spanish) POU-003-S (03-14) [ARS § 23-772.C] Posters must be current. https://www.azdes.gov/InternetFiles/Pamphlets/pdf/POU-003-S.pdf	Std. Spec.
2	Comments:	107.01
Y☐N☐N/A☐	29. Workers Compensation Law [Title 23, Chapter 6, Arizona Revised Statutes] Policy number and insurance company are noted in both English and Spanish sections. http://www.hr.az.gov/PolicyLegislativeAffairs/PLS_Required_Posters.asp	Std. Spec.
2	Comments:	107.01
Y☐N☐N/A☐	30. Constructive discharge [ARS § 23-1502] http://www.hr.az.gov/PolicyLegislativeAffairs/PLS_Required_Posters.asp	Std. Spec.
2	Comments:	107.01
Y☐N☐N/A☐	31. Arizona Minimum Wage Act (Posters must be current). http://www.ica.state.az.us/labor/labor_minwag_main.aspx	Std. Spec.
2	Comments:	107.01
Y☐N☐N/A☐	32. Aviso De Salario Mínimo DE Arizona (Posters must be current). http://www.ica.state.az.us/labor/labor_minwag_main.aspx	Std. Spec.
2	Comments:	107.01
Y☐N☐N/A☐	33. ADOT S Title VI Notice to the Public poster 13-349 (Poster is in both English and Spanish. Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987. Under Documents and Links, Bulletin Board Posters - http://www.azdot.gov/business/engineering-and-construction/construction/contractor's-information/forms-and-documents	Std. Spec.
2	Comments:	107.01

SEE FEDERAL MANUAL

ARIZONA DEPARTMENT OF TRANSPORTATION - INTERMODAL DIVISION
Construction Inspection Quantlist
General Provisions - Division I Bulletin Board - Job Site

Conforming	Attributes	
Y☐N☐N/A☐	34. ARRA only: Whistleblower Poster "American Recovery and Know Your Rights Under the Recovery Act! Reinvestment Act of 2009, Pub. L. No. 111-5, Title XV, Subtitle D, Section 1553" http://www.recovery.gov/Contact/ReportFraud/Pages/WhistleBlowerInformation.asp (If not an ARRA project mark N/A.)	Spcl. Prv.
2	Comments:	10[illegible]
Y☐N☐N/A☐	35. Quantlist Minimum Frequency is being followed (once every six months). http://www.azdot.gov/business/engineering-and-construction/construction/quantlists	Cst. Bulletins
2	Comments:	07-01
Y☐N☐N/A☐	36. Remarks: [Mark as N/A] _	None
0	Comments:	

Initial Non-Conforming Parity Value	0
Initial Number of non-conforming attributes	0
Initial Conformance=(Sum yes's/Sum yes's+Sum no's)*100	0
Final Non-Conforming Parity Value	0
Final Number of non-conforming attributes	0
Final Conformance=(Sum yes's/Sum yes's+Sum no's)*100	0

SEE FEDERAL MANUAL

VACATION

2014 PLAN YEAR											
EXAMPLE OF YEAR OF SERV.	1 YEAR		2 YEAR		10 YEAR		20 YEARS		10 YEARS	15 YEARS	
# OF DAYS	5	5	10	10	15	15	20	[illegible]	15	20	20
HOURS PER DAY	8	8	8	8	8	8	[illegible]	8	8	8	8
SUM	40	40	80	80	120	120	[illegible]	160	120	160	160
40 HRS x 52 WEEKS	2080	2080	2080	2080	2080	2080	[illegible]	2080	2080	2080	2080
FACTOR RATE	0.019230769	0.019230769	0.038461538	0.038461538	0.057692308	0.057692308	[illegible]	0.076923077	0.057692	0.076923	0.076923
BASE HR RATE	$ 11.39	$ 33.31	$ 11.39	$ 33.31					$ -	$ -	$ -
COST/HOURS	$ 0.219	$ 0.641	$ 0.438	$ 1.281	$ -	-	$ -	$ -	$ -	$ -	$ -

HOLIDAY

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

HEALTH & WELFARE

	MEDICAL				DENTAL			
	EE	EE (Smoker)			EE	LTD	LIFE	AD&D
COST/MONTH	416.85	416.85			12	10.12	1.67	0.46
EMPLOYER %	80%	100%			100%	100%	100%	100%
	$ 333.48	$ 416.85	$ -	$ -	$ 12.00	$ 10.12	$ 1.67	$ 0.46
2080HR/12MONTHS	173.333	173.333	173.333	173.333	173.333	173.333	173.333	173.333
COST/HOURS	$ 1.9[illegible]	$ 2.[illegible]	$ -	$ -	$ 0.07	$ 0.06	$ 0.01	$ 0.0026538

EXAMPLE

OPERATOR $21.2[illegible] HIGHEST / TRAFFIC CONTROL TECH $11.00 LOWEST
RATE PER WAGE DECISION PER PROJECT. USE HIGHEST AND LOWEST CLASSIFICATION. NO FRINGES INCLUDED

SEE FEDERAL MANUAL
SAMPLE FRINGE PLAN CALCULATIONS

EMPLOYER FRINGE BENEFIT CHART

COMPANY NAME/ADDRESS: Earthscapes 4640 E. Cotton Gin Loop Phoenix, AZ 85040-4508	**CONTACT: Mary Emberlin - Payroll Manager & Cindy Lee - CFO** **TELEPHONE #:** **602-296-1496** memberlin@haydonbc.com
REVIEW DATE: 5/15/14	
Summary Used wages: low $11.39 and high $33.31 for calculations.	
FRINGE DESCRIPTION	**ALLOWABLE HOURLY CREDIT**
MEDICAL: Employee is eligible to enroll after 60 days of employement. Employer pays 100% of cost of coverage for employee only, and 80% of cost for tobacco users.	**$1.92 - $2.40**
DENTAL: Employee is eligible to enroll after 60 days of employment. One plan available, employer pays 100% of cost of employee only.	**$0.07**
LIFE/AD&D: Employee eligible to participate after 60 days. Employer pays 100% employee only coverage AD&D, LTD, Life insurance ($15k). Employee may purchase additional life insurance.	**$0.08**
401K / PENSION: Employee is eligible to enroll after 90 days of employment. Company matches 25% of employee contribution up to 15% of income deferred.	**$0.43 - $1.25**
VACATION: Employee is eligible for 40 hours of paid vacation at hire date through year 2. Year 3+, maximum accrual is 80 hours. Vacation carryover cap is 80 hours, which would limit new accrual.	**$0.22 - $0.64**
HOLIDAY: Employer pays full time employees for 7 paid holidays per year. Used wages: low $11.39 and high $33.31 for calculations.	**$0.31 - $0.90**
	TOTAL ALLOWABLE HOURLY CREDITABLE RANGE: $0.61 - $5.34

NOTES: Employer provided employee handbook benefit information. Employer provided invoices, cancelled checks and invoice details for Cigna. Provided list of 401k participants and also provided 3 breakout examples of specific employees benefit details for comparison.

SEE FEDERAL MANUAL
SAMPLE FRINGE SUMMARY

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE

CHECK APPROPRIATE BOX
☐ SERVICE CONTRACT
☐ CONSTRUCTION CONTRACT

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

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

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

1. **TO:**
ADMINISTRATOR,
WAGE AND HOUR DIVISION
U.S. DEPARTMENT OF LABOR
WASHINGTON, DC 20210

2. **FROM:** *(REPORTING OFFICE)*

3. CONTRACTOR

4. DATE OF REQUEST

5. CONTRACT NUMBER

6. DATE BID OPENED *(SEALED BIDDING)*

7. DATE OF AWARD

8. DATE CONTRACT WORK STARTED

9. DATE OPTION EXERCISED (If APPLICABLE) *(SERVICE CONTRACT ONLY)*

10. SUBCONTRACTOR *(IF ANY)*

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

12. LOCATION *(CITY, COUNTY AND STATE)*

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

NUMBER: _____ DATED: _____

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

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE *(IF ANY)*

15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE

16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE

TITLE

CHECK APPROPRIATE BOX-REFERENCING BLOCK 13.
☐ **AGREE** ☐ **DISAGREE**

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

☐ THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

☐ THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

(Send 3 copies to the Department of Labor)

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

PREVIOUS EDITION IS USABLE

STANDARD FORM 1444 (REV. 4/2013)
Prescribed by GSA-FAR (48 CFR) 53.222(f)

SEE FEDERAL MANUAL

Project No: _____ Date _____

MCDOT
RECORD OF CONTRACTOR'S EMPLOYEE INTERVIEW

Project No: _____ Project Name: _____
Prime Contractor: _____

QUESTIONS TO BE ASKED OF EMPLOYEE:

Name of Employee: _____

Name of Employer: _____

Does your pay check come from this employer? _____

What is your working classification? _____

What is your basic hourly wage rate on this project? _____

Did you work in more than one classification? _____

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

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

You are Paid (Check box) Weekly [x] Bi-Weekly [ ] Monthly [ ]

What are your fringe benefits, if any? _____

Have you seen the wage rates posted on the job? _____

Do you have any comment or complaint about payments you have received? _____

INTERVIEWERS COMMENTS:

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

_____

Date Interviewed: _____ Time of Interview: _____
Interview by: _____

OFFICE VERIFICATION:

Payroll No. _____ Period: From _____ To _____

Hourly wage rate per contract: _____

Hourly wage rate indicated on payroll: _____

Remarks: _____

Date: _____ Verified by: _____

SEE FEDERAL MANUAL

CERTIFIED PAYROLL CHECKLIST

Certified Payrolls

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

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

- Back wage checks must be written to the employee. If the contractor is unable to provide payment to the employee (i.e., they have moved and left no forwarding information), the check may be written to "Unclaimed Property". The Construction Engineer will work with ADOT Field Reports to ensure the check is delivered to the State of Arizona Unclaimed Property.
- Proof of payment to employee must be uploaded into LCP Tracker eDocuments.
- The certified payroll must be corrected and re-submitted.
- The Construction Engineer will verify correctness before accepting the revised payroll.

10. ☐ Before approving the payroll, process all interviews associated with said payroll. Each contractor/ subcontractor should have at least one employee interview performed during the duration of the contract.
11. ☐ The last payroll should be marked "FINAL" when the contractor/subcontractor has completed work.
12. ☐ Keep a log of all start and completion dates for contractor/subcontractors.
13. ☐ Close all Admin notices when processing the accepted payroll.
14. ☐ Print the accepted payroll and note the date it was accepted for the project files.

Classifications

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

SEE FEDERAL MANUAL

WAGE DEDUCTION AUTHORIZATION
FOR FEDERALLY ASSISTED PROJECTS

Project Name: _____ Project Number: _____

General Contractor Name: _____

Contractor Name: _____

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

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

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

EMPLOYEE'S CONSENT TO WAGE DEDUCTIONS

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

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

_____ _____ _____
Employee Signature Employee ID # Date

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

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Maricopa County
Department Of Transportation

2901 West Durango Street
Phoenix, Arizona 85009
www.maricopa.gov

December 16, 2014

Travis Legare
Project Manager
Ames Construction, Inc.
8333 E Hartford Drive
Scottsdale, AZ 85255

SUBJECT: **WARNING LETTER**
Payroll Submittal Status – November 2014
Work Order No. TT369
No. Parkway Overpasses – Reems/Litchfield

Dear Mr. Legare:

As of December 15, 2014, the certified payrolls on the attached spreadsheet have not been submitted for the month of November 2014. Per Section 109.06(C) of the Special Provisions, MCDOT will retain $2,500.00 from the upcoming monthly progress payment for each payroll not submitted within 10 days of this notification. Based on the attached spreadsheet, $5,00.00 will be retained on the next progress payment. This amount may be reduced provided the necessary payrolls are submitted to our office no later than December 29, 2014.

Once retention has been made, for each payroll that is completed and corrected within 90 days from this notification, MCDOT will release the $2,500.00. For each payroll that is not acceptable after this 90-day time frame, MCDOT will only release $2,000.00 of the $2,500.00 retained.

If you have any questions please call Katherine Aragon at 480-236-6004.

Respectfully submitted,

Carlos R. Lara, P.E.
Senior Resident Engineer
Tristar Engineering and Management

CC: 130

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Unacceptable/Outstanding Payrolls
NORTHERN PARKWAY OVERPASSES

CC:130

Report Date: 12/[illegible]2014
Project No: [illegible]
Tracs No.: [illegible]Z0470[illegible]
Org No.

Contractor Name: ARIZONA HEAT CONTRACTING
Contractor's Address:
City, State, Zip:

Contractors Name	Payroll No.				Week Ending	AMES Received date in LCP Tracker	AMES Rejected in LCP Tracker date	AMES Notification Letter	AMES Accepted?	TRISTAR Date Accepted by Tristar			TRISTAR Accepted?	Potential Withholding Amount	Actual Withholding Amount	90 Days	$500.00 Liquidated Damages	Interview
ARIZONA HEAT CONTRACTING	1				10/22/14	11/21/1[illegible]		11/17/14	x	12/01/14				$ -	$ -	02/15/15	$ -	0
	2				10/29/1[illegible]	11/21/14		11/17/14	x	12/01/14				$ -	$ -	02/15/15	$ -	0
START 10/16/14	3				11/05/14	11/21/14		11/17/14	x	12/01/14				$ -	$ -	02/15/15	$ -	0
COMPLETION	4				11/12/14	11/21/1[illegible]			x	12/01/14				$ -	$ -	N/A	$ -	0
BENEFIT - cash	5				11/19/14			12/16/14						$ 2,500.00	$ -	03/16/15	$ -	0
	6				11/26/14			12/16/14						$ 2,500.00	$ -	03/16/15	$ -	0
	7				12/03/14									$ -	$ -	N/A	$ -	0
	8				12/10/14									$ -	$ -	N/A	$ -	0
	9				12/17/14									$ -	$ -	N/A	$ -	0
	10				12/24/14									$ -	$ -	N/A	$ -	0
	11				12/31/14									$ -	$ -	N/A	$ -	0
	12				01/07/15									$ -	$ -	N/A	$ -	0
	13				01/14/15									$ -	$ -	N/A	$ -	0
	14				01/21/15									$ -	$ -	N/A	$ -	0
	15				01/28/15									$ -	$ -	N/A	$ -	0
	16				02/04/15									$ -	$ -	N/A	$ -	0
	17				02/11/15									$ -	$ -	N/A	$ -	0
	18				02/18/15									$ -	$ -	N/A	$ -	0
	19				02/25/15									$ -	$ -	N/A	$ -	0
	20				03/04/15									$ -	$ -	N/A	$ -	0
													Total	5,000.00			TOTAL	0

SUBCONTRACTOR REQUEST FORM (SRF)

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

Submit Completed Form To: _____

SUBCONTRACTOR	_____	**FEDERAL NO.**	_____
ADDRESS	_____	**MCDOT PROJECT NO.**	_____
CITY, STATE, ZIP	_____	**PRIME CONTRACTOR**	_____
TELEPHONE NO.	_____	**TELEPHONE NO.**	_____
EMAIL ADDRESS (REQUIRED)	_____	**PRIME CONTRACT AMOUNT**	$_____
CONTACT NAME (PRINTED)	_____	**ESTIMATED SUBCONTRACT AMOUNT**	$_____
LABOR COMPLIANCE NAME	_____		
LABOR COMPLIANCE EMAIL	_____		
SUBCONTRACTOR R.O.C. NO.	_____		
SUBCONTRACTOR FED EIN NO.	_____	**I CERTIFY THAT I AM A BONA FIDE TRUCK OWNER/OPER**	
LOWER TIER TO:	_____	_____	
DBE: ☐ **YES**	**(documentation may be required)**	**Signature**	/ **Date**

SUBCONTRACTED BID ITEMS No.'s

(Check box and provide dollar amount for Joint / Partial Items)

SUBCONTRACTED NON-PAY ITEMS

(Provide Description of Work)

☐	$	
☐	$	
☐	$	
☐	$	
☐	$	
☐	$	
☐	$	
☐	$	
☐	$	
☐	$	

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

CERTIFICATION:

The Prime Contractor and Subcontractor certifies the following :

A) The Subcontractor has received applicable Documents No. 2 through 12 identified below per Special Provisions.

B) The Prime Contractor and Subcontractor hereby transmit applicable Documents No. 1 through 12 to MCDOT for Subcontractor approval. MCDOT approval is required prior to the start of Subcontractor's work.

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

1. Subcontract Agreement containing the above Items of Work
2. Certification, Contracts or Subcontracts subject to EEO Clause August 1, 2000 (Non FA projects only)
3. Executive Order 2009-09 superseding 99-4 Amending 75-5 (Non FA projects only)
4. Standard Federal EEO, Executive Order 11246 Revised 04-15-81 (Federal Aid and Non FA projects)
5. Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246), April 15, 1981 (Fed Aid and NFA)
6. Certification Contracts or Subcontracts subject to EEO clause April, 1969 (Federal Aid projects only)
7. FHWA 1273 (Rev.5-02) (Federal Aid projects only)
8. EEO Compliance Reports, August 1, 2005 (Federal Aid Projects only)
9. Certification of Non-segregated Facilities, September 29, 1975 (Federal Aid Projects Only)
10. DBE Special Provisions (ENTERPRISE, 03/15/11) and/or Contractor Compliance Agreement Assurances
11. MCDOT Title VI Assurances, Appendix A & Appendix E
12. Wage Determination Decision # _____ Mod # _____ (As per special provisions for above referenced project)

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

FOR MCDOT USE ONLY

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

Percent Subcontracted to date: _____ %

Total Subcontracted to date: $_____

Subcontract in Project File: ☐ Yes ☐ No

☐ Committed DBE ☐ Non-Committed DBE

☐ Committed DBE Subcontract/Affidavit Amount Match

_____ Chief Construction Engineer

_____ Date

Branch Copy File No. _____

Revised 06/05/15

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APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration or the Arizona Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the Federal Highway Administration or Arizona Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, the Federal Highway Administration, or Arizona Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration or Arizona Department of Transportation, may determine to be appropriate, including, but not limited to:
   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient, the Federal Highway Administration, or Arizona Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin): and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et seq).

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PRE-CONSTRUCTION CONFERENCE AGENDA

McDowell Rd. Bike Lane Project (Federal Aid)
MCDOT Work Order No. TT432
CM-MMA-0(247)D/SZ09001C

September 9, 2015 (3pm) @ MCDOT

Meeting Moderator:
Barry Brown, PE – Senior Resident Engineer

I. ATTENDEES: Sign-in sheet

II. PROJECT INTRODUCTION:

MCDOT Project No: TT432
McDowell Road, 76th St. to Usery Pass Road Project - This project is located in Section 32 & 33, of Township 2N, Range 7E; and Section 3,4,& 5 of Township 1N, Range 7E, East Maricopa County, Arizona as shown on plans.

III. PROJECT DESCRIPTION:

a. To improve the bike lane on McDowell Road from 76th Street to Usery Pass Road. This segment of road will complete the regional bike lane in the area and will improve safety for bicyclists using this stretch of road.
b. The work consists of paving the shoulders along McDowell Road as specified in the plans. Work includes subgrade preparation, culvert extensions, headwall construction, placing of asphalt pavement, signing and striping as well as other incidental work.

IV. INTRODUCTIONS:

a. MCDOT
b. CEI
c. J. Banicki
d. Salt River Project, SRP noted there are no conflicts and declined attending meeting.
e. Centurylink
f. Cox
g. City of Mesa
h. ADOT
i. FHWA

V. MCDOT REPRESENTATIVES:

a. MCDOT Construction Engineer	Dave Hopper, PE
b. MCDOT Design Project Manager	Bill Hahn, PE
c. Resident Engineer	Barry Brown, PE (CEI)
d. Project Supervisor	Romeo Abraham, (CEI)

VI. CONTRACTOR REPRESENTATIVES:

a. Project Manager	Jeffrey Price
b. Superintendent	
c. Onsite Foreman	
d. Safety Professional	
e. Traffic Control Supervisor	

VII. UTILITIES:

a. Provide advanced notice as required.
b. Contractor responsible to request Blue Stake and verify and locate existing utilities.

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c. Utilities within the project area:

Name	Representing	Office	Mobile	E-mail
Kelly Roy	MCDOT	602-506-5992		kellyroy@mail.maricopa.gov
Andre Hatcher	Century Link	480-254-0127	602-630-1393	andre.hatcher1@centurylink.com
Travis Curry	Cox Communications	602-694-2047		travis.curry@cox.com
Tim Rinn	Salt River Project	602-818-0115		Tim.Rinn@srpnet.com
Steve Huppenthal	City of Mesa	480-352-1905		Steve.huppenthal@mesaaz.com

d. Coordination with City of Mesa is required for their removal of abandoned waterline at new headwall at Sta 119+70,37' Rt.
e. Coordination is required with City of Mesa Public Safety Fiber Expansion project that is currently underway between 76th St and Hawes Rd.

VIII. RIGHT OF WAY (ROW):

a. No new right of way is required
b. Do not anticipate needing temporary construction easements (TCEs)
c. Contact MCDOT ROW prior to any construction activity or trespassing on private property
d. The contractor should keep the construction operations within the existing ROW.
e. MCDOT requires a copy of the owners permission if the contractor uses private property for yard or staging.

IX. SURVEY REQUESTS:

a. Survey will be performed by MCDOT
b. Submit requests (electronic) to CEI who will coordinate with MCDOT Survey *(Brian Dalager)*
c. Submit requests **2 working days** in advance notice

X. MATERIALS TESTING:

a. All materials field and lab testing will be performed by MCDOT
b. Material testing will be coordinated through CEI with MCDOT Materials Lab *(Aaron Spears)*
c. Submit requests **2 working days** in advance notification for all testing needed

XI. CONTRACTOR SUBMITTALS: The following are (but not limited to) the required contractor submittals:

a. List of subcontractors followed by actual Subcontract Agreements, MAG 108.2
b. List of material sources
c. Authorization Signature Form
d. Material Safety Data Sheets
e. Safety Plan & Safety Supervisor (Requires review by County Risk Management)
f. Name and phone number of certified safety professionals (Flaggers will need to be certified)
g. Emergency telephone numbers -24 hour
h. Manufacturer's certifications for all materials ("Buy America" requirements per 23 CFR 635.410). Provide certifications prior to installation of material (mandatory federal requirement).
i. List of equipment
j. Mix designs
k. Traffic Control Supervisor
l. Preliminary work schedule, MCDOT 108.4
m. Project video
n. Preliminary traffic control plans
o. Permits – MS4, NOI, Maricopa Dust Permit & City of Mesa Permit (Traffic Control)
p. Construction Phasing/Traffic Contol Work Plan per Addendum No. 2

XII. CONSTRUCTION PROGRESS AND SCHEDULE:

a. Notice to Proceed (NTP): anticipated to be on _____.
b. Contract Time is 90 calendar days.
   i. *Liquidated Damages (per MAG Section 108.9) will be charged **$570.00 per Calendar Day**.*
   ii. *Time begins the day following the NTP date.*
c. Working Hours: _____
d. Weekly Meetings will be held on: _____

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e. Construction Schedule: MCDOT 108.4
f. Progress Monthly Report: Due by the 10th of each month

XIII. PROGRESS PAYMENTS:

a. County accounting system requires processing of Monthly Progress Estimated by the third business day of the month.
  i. Estimate Quantity cut-off date is 20th of each month
  ii. CEI prepares Monthly Progress Estimate and submits for processing by the 27th
  iii. Quantities measured and agreed in field by CEI and J. Banicki Superintendent

XIV. OVERTIME:

a. Contractor must advise of planned overtime work in advance. Pre-approved county authorization of inspection staff overtime is required.
b. Holidays

XV. PUBLIC RELATIONS

a. Work with MCDOT's Public Relations Program *(Ron Coleman)* and CEI
b. Complaint handling – CEI will follow up and resolve complaints promptly and keep record of actions taken
c. Advance Project Notification VMS boards 2 weeks prior to construction
d. Notification letters (Community Relations Support 107.01501)

XVI. PROJECT INFORMATIONAL SIGNS

a. Permanent, ground mounted information signs will not be required (MCDOT new process).
b. VMS boards may be used
c. Social media may be used

XVII. CONSTRUCTION TRAFFIC CONTROL:

a. Traffic control plans shall be reviewed by MCDOT Traffic Control Department *(Burt Neptune)* - CEI will coordinate submittals to Burt Neptune and approve Traffic Control Plans.
b. Compliance City of Mesa permits are required at key locations; CEI will coordinate with Banicki.
c. Advance Project Notification VMB's will be placed 14 days before start of construction.
d. Maintain driveway access – 2 to 3 hours temporary short term closures are allowed
e. Contractor to notify local emergency services (hospital, fire, police) 14 days in advance of possible delays and impacts to traffic
f. Public notification is required 48 hours in advance of lane closures
g. Notification of public and businesses of temporary access changes is required at least 7 days in advance of change.
h. Contractor designated construction traffic control specialist: _____

XVIII. CITY OF MESA:

a. CEI will coordinate all impacted City issues with the City of Mesa
b. Contractor to address community and business concerns of the City
c. Traffic Control and restrictions within the City ROW to be coordinated with the City Traffic Rep. Mesa jurisdiction is west of 76th St and at Usery Pass Rd

XIX. ENVIRONMENTAL MITIGATION MEASURES:

a. ADEQ: (submit) Notice of Intent (NOI) and Termination (NOT)
  i. Copy of NOI, SWPPP and NOT to be sent to Maricopa County Environmental Services Department, Storm Quality Program for review and approval.
  ii. Copy of SWPPP, NOI and NOT to MCDOT and the City of Mesa Environmental and Sustainability Division.
b. Prevention of invasive species entering/leaving
  i. All earth-moving and hauling equipment shall be washed prior to entering construction site
  ii. Inspect all construction equipment and remove all attached plant/vegetation and soil/mud prior to leaving construction site
c. If any suspected hazardous materials are encountered; MCDOT is to be notified immediately and cease work
d. Contractor to keep a copy of the asbestos report on site at all times
e. Construction to comply with Maricopa County Air Quality - Rule 310: Fugitive Dust Sources

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f. Construction impacts such as noise, dust and fumes will be monitored and controlled
g. If archeological/historical/paleontological features are encountered they are to be preserved and MCDOT will be notified.
h. If protected bird nesting is encountered, cease work near the nest and notify MCDOT.
i. Payment for all mitigations will be under and at the contract environmental mitigation compliance allowance item price

XX. FEDERAL AID REQUIREMENTS:

a. Payrolls, LCP Tracker and interviews – note wage decision in Addendum 3.
b. LCP Tracker will be used for input by contractor and subcontractors through MCDOT.
c. Interviews will be performed on all workers of J. Banicki and subcontractors. If the person interviewed does not know their wage rate, a copy of their paycheck and detail will be required by their employer, please ensure all employees know where the wages are listed on the bulletin board.
d. Subcontracts must include all federal language, including Title VI, and must be approved before subcontractor starts work.
e. DBE Goal is 9.77%. J. Banicki committed 22.929%
f. Contractor is required to report payments to All Subcontractors in the ADOT LPA (Local Public Agency) DBE tracking system. MCDOT reports payments to Prime Contractor.
g. Contractor is required to submit "Certification of Payments to DBE Firms Affidavit" at end of project. Required as a condition of final payment to Contractor. The amounts on the Affidavits must match the amounts in the DBE tracking system.
h. During DBE subcontractor work, CEI will perform DBE Commercial Useful Function (CUF) inspections per federal requirements.
i. Bulletin Board – It should be up to date in in a location where all workers can view it daily. See ADOT and Specials for items to be posted including EEO, employee rights, federal wage decision and documents; Title VI poster and other items.
j. Title VI posters must be placed along the project, clarification will be provided later.
k. FHWA Buy America requirement review.
l. MCDOT audit staff will perform three Independent Project Reviews during construction per federal requirements.
m. The contract does not have an On-the-Job Training (OJT) requirement.
n. A review of the MCDOT Title VI requirements with the Contractor and Subcontractor will be conducted seperately by the MCDOT Title VI Coordinator

XXI. OPEN DISCUSSION:

Meeting Adjourned at _____

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	PROJECT: ***PROJECT NO: TTXXX***	*CONSTRUCTION PHASE* *WEEKLY MEETING AGENDA* *NO: 1*

Meeting Location: **Project Number:** TTXXX
Meeting Date: **Meeting Subject:** Progress

Contract Time xxx-calendar days **NTP Date:**
Days used as of xx/xx/xx: xx-days (xx%)
Days remaining: xx days (xx%)
Accepted Rain Days: 0 days

Milestone	Target Start	Actual Start	Target Complete	Actual Complete
Begin Work				

Item	Description	Status	Due by	Action By
A.	SIGN IN / INTRODUCTIONS			
B.	CONSTRUCTION PROGRESS			
C.	SCHEDULE – THREE WEEK LOOK AHEAD			
D.	SAFETY & TRAFFIC CONTROL			
E.	REQUESTS FOR INFORMATION			
F.	SUBMITTALS			
G.	CHANGE ORDERS			
H.	SURVEY			
I.	COORDINATION (Contractors, Utilities, Other Agencies)			
J.	QUALITY CONTROL / QUALITY ASSURANCE			
K.	OUTSTANDING ACTION ITEMS			
L.	COMMUNITY RELATIONS			
M.	GENERAL COMMENTS			

MCDOT Representative: _____ Contractor: _____

Date: _____ Date: _____

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Maricopa County Department of Transportation

Federal Aid Project

Independent Review Report

Federal Aid Project No.: STP-MMA-0(240)D

ADOT TRACS No.: SZ04701C

MCDOT Project No.: TT369

Project Name/Description: Northern Parkway – Reems Rd Overpass & Litchfield Rd Overpass

Date of Review: __Initial Review _X_Progress Review __Final Review

Reviewed by: *Marty Robbins*

How was this independent review accomplished? *In Person Interview @ Tri Star Engineering and Management.*

<u>Material & Workmanship Compliance</u>

1. Verify that a written sampling and testing plan outlining the types of materials and frequencies of sampling and testing for acceptance, assurance and correlation has been approved and on file.
   Sampling and testing plan is continuing to be in the project file.

2. Verify that the authorized representatives performing the independent assurance are not directly responsible for sampling and testing.
   ABC Consulting is responsible for sampling and testing and MCDOT is performing the correlation test.

3. Verify that Independent assurance samples are tested for all characteristics required by Standard Specifications and project special provisions as outlined in the testing plan.
   Tests are continuing to be conducted as required by the plan and stored in the project file.

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4. Verify that the test results are reported to the Resident Engineer within 3 working days from receipt of sampling in laboratory.

   Test results are continuing to be reported to the Resident Engineer within three working days. The tests are compiled on Wednesday and submitted to the Resident Engineer on Friday.

5. Verify that the Correlation Testing Guidelines are being followed.

   The Correlation Testing Guidelines are continuing to be followed as required.

6. Verify that a copy of the Laboratory Certification for each test procedure is used for the Independent assurance testing is maintained in the Construction Files.

   Laboratory certifications are continuing to be in the project files. Laboratory certification was updated and certifications renewed in the week July 14-18.

7. Verify that test reports have been completely filled out and identify sampling location and source (Independent Assurance Sampling and Testing Report Form).

   Test reports are continuing to be filled out and are on file. Tests reports and results are also being stored in an electronic data base.

<u>Administrative Compliance</u>

8. Verify documentation to determine whether FHWA and ADOT were notified of the preconstruction meeting.

   Documentation on FHWA or ADOT notification of the preconstruction meeting is in the file. Email dated February, 26, 2014 for pre-construction meeting dated March 11, 2014.

9. Verify that the bid/contract document has been properly executed.

   Bid/contract document has been properly executed to date.

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10. Verify that each worker is paid according to his or her classification and wage rate. (Document findings on the Labor Standards Interview Form 1445 and attach to this report). Contractor employees from various work classifications are randomly selected for on site interviews.
On site interviews (Form 1445) are being conducted and completed forms are on file. EEO posters, OSHA posters, and Wage Rates were observed on a bulletin board encased in plexiglass outside the Contractors trailer. All pages of the wage rates and posters were visible and readily accessible.
ABC Consulting maintains a spreadsheet to audit payments and interviews and maintains proof payments on file.

11. Verify that Davis Bacon Wages have been paid (if applicable). Prevailing wage rates are included in the Bid/Contract Documents.
Wages have been verified against the wage table.

12. Verify that the contractor has submitted a "Statement of Compliance" or equivalent payroll certification.
Payroll "Statement of Compliance" is continuing to be submitted weekly and is in the project file.

13. Verify that the Disadvantaged Business Enterprise goals were met. These goals are listed in the Bid/Contract Documents. The Contractor should provide a DBE Actual Participation Affidavit or Certification for Compliance.
DBE sub-contractors have been approved. Their work is ongoing. DBE Certification of Compliance was provided. The DBE goals are in the process of being met.
The DBE goal for the project is 14.22% and they are currently meeting the goal with 13.34%. The DBE goal is for Paradise Rebar. At the Final Audit, Paradise Rebar should have the DBE Goal of 14.22%.

14. Verify the number of MCDOT Staff and/or Consultant Staff that are involved in administering the project are adequate for the scope of the project.
The number of MCDOT and Consultant Staff involved in administering the project are continuing to be adequate.

15. Verify that the contractor has provided on the job training aimed at developing full journeyman in the type of trade or job classification involved. Check the bid documents for a required number of employees and hours and an approved OJT

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Training Plan if required as a special training provision. The Contractor should provide an OJT Actual Participation Affidavit or Certification for Compliance.

According to the contract two trainees are required for on-the-job training. The goal is 500 hours per trainee with a total of 1000 training hours. The OJT plan has been approved by ADOT and is on file.

There are two trainees currently with 140 and 152 current training hours, respectively. In the Final Audit, the total hours for the two trainees should be 1000 training hours.

16. Verify documentation to determine whether FHWA and ADOT were notified of the final inspections.

    To be completed at end of project.

17. Verify that the construction inspector has properly documented all findings related to the final acceptance.

    To be completed at end of project.

18. Verify that the documentation submitted for payment to contractor is adequate by reviewing the Final Quantity Adjustment Change Order.

    To be completed at end of project.

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Maricopa County
Department Of Transportation

2901 West Durango Street
Phoenix, Arizona 85009
www.maricopa.gov

FUTURE CHANGE ORDER PRE-NOTIFICATION

September 10, 2014

Alfred Erives, P.E.
Chief Construction Engineer
Maricopa County Department of Transportation
Project Management & Construction Division

Request for Authorization to Proceed with Change Order Work
Underdeck Lighting
MCDOT Project TT369
Federal Aid No. STP-MMA-0(240)D, ADOT Tracs SZ04701C
Northern Parkway: Reems Rd Overpass & Litchfield Rd Overpass

Request:	Change order to compensate the contractor for installing an underdeck lighting system on the Litchfield Road bridge.
Change Order Reason:	This change order creates an item to provide full and complete compensation to the contractor for all labor, equipment and material required to install a fully functional underdeck lighting system for Litchfield Road under the Northern Parkway bridge. The original project plans added an underdeck lighting system for Reems Road, but included only the conduit and junction boxes in the Litchfield Bridge for future under deck lighting. During construction the design engineer determined that in order to maintain consistency with the Reems Road bridge crossing, an under deck lighting system should be installed under this contract. This Change Order will provide full and complete compensation to the contractor for the work described above.
Estimated Quantity:	1 Lump Sum
Estimated Cost:	$5,644.75 - This cost was submitted by Ames Construction, Inc. and is pending review.
Schedule Impact:	None

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Specifications: In accordance with applicable specifications.

Comments: None.

Federal Participation: [X] FA □ NFA

If you have any questions or would like to further discuss this matter, please feel free to contact me by phone at (602) 768-4178 or by email at Jsmith@abcconsulting.com.

John Smith, P.E.
Senior Resident Engineer
ABC Consulting

File: 1000.00, 101

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John Smith

From: John Smith
Sent: Thursday, June 04, 2015 7:45 AM
To: 'Alfred Erives - MCDOTX'; Velvet Mathew
Cc: Dave Hopper - MCDOTX; 'Scott.Sayles@parsons.com' (Scott.Sayles@parsons.com)
Subject: TT195 - No. Parkway Landscape: Sarival Ave to Dysart Rd - Pre-Authorization for pre-emergent application
Attachments: 150602 - CRN Pre-Emergent.pdf

Alfred, Velvet
For your pre-authorization with FHWA participation,

Request: Change Order to compensate the contractor for applying a pre-emergent herbicide to the existing Decompose Granite (DG) throughout the project, half-way through the 365-day Landscape Establishment period.

Change Order Reason: The contractor applied a pre-emergent herbicide (Surflan) following placement of the DG as required by the Specifications, however, the manufacturer's recommendation states that the material will only be effective in preventing the growth of weeds for up to six months.

The Landscape Establishment period for the project started on October 1, 2014, therefore, the six month effective period of the initial pre-emergent application expired April 1st. The contractor has requested to be compensated for a second application of pre-emergent due to manufactures recommendation and direction in order to maintain its' effectiveness throughout the remainder of the Landscape Establishment for weed control. This issue was escalated to the Chief Construction Engineer Level. In support of the escalation, the contractor provided documentation to show that the ADOT Standard Specification have been supplemented on past and current ADOT Landscape Projects with Special Provisions that require pre-emergent applications at six month intervals during the establishment period. Contractors on ADOT projects have therefore included the cost of the pre-emergent applications in their bid prices, which is not the case on this project. To be consistent with current industry standards, and since this project was bid using ADOT specifications, a decision was reached to compensate the contractor for an additional pre-emergent application as the Project Special Provisions.

Estimated Quantity: 1 L. Sum

Estimated Cost: $37,000.00 – This total was submitted by Earthscapes and it is pending review.

Schedule Impact: 0 calendar days

Specifications: A pre-emergent herbicide application shall be completed every six (6) months throughout the Landscape Establishment period. The final pre-emergent application shall be completed thirty (30) days prior to completion of the Landscape Establishment Phase of the project. Watering shall be completed in accordance with the manufacturer's recommendations, as included and as related to each application.

Comments: None.

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Federal Participation: [X] FA □ NFA

John Smith, PE
Jsmith@abcconsulting.com

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John Smith

From: Charlene Neish <CNeish@azdot.gov>
Sent: Wednesday, December 19, 2012 12:39 PM
To: John Smith
Subject: FW: Northern Parkway, Sarival Ave to Dysart Rd (TRACS #: SS593 01C / MCDOT Proj. #: TT195) Email 1 of 2
Attachments: RE Northern Loop Parkway 303; DBE Affidavit.pdf

John,

Regarding the attached email that was sent to Jason from Jerry, I am needing confirmation that Jason received it.

Thank you,

Charlene Neish
ADOT Civil Rights Office
Statewide Investigations Liaison
Direct (602) 712-8191

From: John Smith
Sent: Tuesday, December 18, 2012 3:08 PM
To: Charlene Neish
Cc: Tricia Brown - MCDOTX; Dave Hopper - MCDOTX (DaveHopper@mail.maricopa.gov); Lee Jimenez - MCDOTX; Alex Arriaga - MCDOTX; alkattan@mail.maricopa.gov; Omayra Rose
Subject: RE: Northern Parkway, Sarival Ave to Dysart Rd (TRACS #: SS593 01C / MCDOT Proj. #: TT195) Email 1 of 2

Charlene
I left you a phone message earlier today regarding this issue and here are the answers to your questions below;

1. Did MCOT's change order impact Blue Diamonds' DBE participation? – Yes, there were two change orders created that decreased the amount of work Blue Diamond was to perform on our contract. Both of these change orders will be uploaded into B2GNow once they are finalized and signed. Before we proceeded with the change orders I contacted Lawrence, which contacted Blue Diamond, and I was told Blue Diamond was ok with the deletion of his work. I also checked on B2GNow to make sure that Lawrence could still meet their DBE goal if the work was deleted, and they could. I also spoke with Jason Orosco with Blue Diamond and he informed me that he did not have a problem with MCDOT deleting the work on both change orders. FHWA (Tom Dietering) also called me before he concurred with the change orders to make sure that the change orders did not delete all of Blue Diamond's work and that the original DBE goal was still obtainable by Lawrence.

2. Was Blue Diamond listed on the DBE affidavits at the time of award? – Yes, I have attached the affidavits submitted by Lawrence at the pre-construction conference.

3. Were the most current DBE Special Provisions included in the Bid Advertisement? – Yes, I will send you another email (email 2 of 2) with the Special Provisions included on our project.

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4. Why did Lawrence issue a change order to Blue Diamond? – They were having problems with Blue Diamond meeting their schedule. I have attached an email sent by Lawrence to Blue Diamond explaining why the work was deleted.

5. Did Lawrence give the work that was committed to Blue Diamond to another sub-contractor or self perform? They gave it to another sub-contractor (Concrete Placement Inc.)

6. If Lawrence believed that Blue Diamond was unwilling or unable to perform, did they contact anyone? According to the attached email sent from Lawrence to Blue Diamond, they had multiple meetings with Jason Orosco regarding the schedule and performance of his work.

If you have any other questions, please give me a call at 602 768-4178.

Thanks,
John Smith, P.E.
ABC Consulting

From: Alex Arriaga - MCDOTX [mailto:alexarriaga@mail.maricopa.gov]
Sent: Tuesday, December 18, 2012 12:21 PM
To: John Smith
Cc: Tricia Brown - MCDOTX
Subject: FW: Northern Parkway, Sarival Ave to Dysart Rd (TRACS #: SS593 01C / MCDOT Proj. #: TT195)
Importance: High

John, here is the e-mail, aa

From: Lee Jimenez - MCDOTX
Sent: Tuesday, December 18, 2012 9:54 AM
To: Tricia Brown - MCDOTX
Cc: Al Kattan - MCDOTX; Clem Lipucki - MCDOTX; Alex Arriaga - MCDOTX
Subject: FW: Northern Parkway, Sarival Ave to Dysart Rd (TRACS #: SS593 01C / MCDOT Proj. #: TT195)
Importance: High

Tricia,

ADOT's Civil Rights Office has some questions pertaining to the reduction of work to Blue Diamond's subcontract for some catch basin work and headwalls. In Al's absence, who should I go to for assistance in this matter? Thanks.

Sincerely,

Lee Jimenez

Federal-Aid Program Coordinator
Maricopa County Department of Transportation
2901 West Durango Street Phoenix, Arizona 85009
Phone: 602-506-0543 Fax: 602-506-4882

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From: Charlene Neish [mailto:CNeish@azdot.gov]
Sent: Monday, December 17, 2012 3:58 PM
To: Lee Jimenez - MCDOTX
Cc: Vivien Lattibeaudiere
Subject: RE: Northern Parkway, Sarival Ave to Dysart Rd (TRACS #: SS593 01C / MCDOT Proj. #: TT195)

Lee,

We can certainly meet to discuss the DBE Program. My concern is the timing for this particular issue. Because I have limited information, I would like to understand a little more of what the issue actually is. So I have a few questions…

Certification Acceptance agencies are also required to follow ADOT's DBE Program regulations as a condition of award. The owner, MCDOT, does have full authority to issue change orders even if that change order negatively impacts DBE participation. If the change initiated by MCDOT reduces or eliminates the DBE's work, ADOT would adjust the DBE goal accordingly. This is done as not to negatively impact the prime for MCDOT exercising its full authority to issue change orders. MCDOT would need to provide proper documentation to support the need for a goal adjustment.

However, if the prime chooses to reduce or eliminate a DBE's commitment/work (not as result of a change order from the owner) to any DBE listed on the affidavit at the time of award the prime <u>must</u> follow the 49 CFR Part 26 and the DBE Special Provisions included in the Bid Advertisement (again, as condition of award). The provisions state, in part:

16.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS

17.0 Contract Performance:

Contract items of work designated by the contractor to be awarded to DBEs shall be performed by the designated DBE or a Department-approved DBE substitute. DBE contract work items shall not be performed by the contractor, or a non-DBE subcontractor without prior approval by the Civil Rights Office.

18.0 Non-Performance by DBEs:

In the event a DBE is unable or unwilling to fulfill its agreement with the contractor, the contractor will immediately notify the Engineer and provide all facts surrounding the matter. Such failure on the part of a DBE will not relieve the contractor of responsibility for meeting the DBE goal on the contract. The contractor shall immediately make reasonable good faith efforts to obtain another certified DBE to perform an equal or greater dollar value of work to the extent needed to meet the DBE goal. The substitute DBE's name, description of work, and dollar value of work shall be submitted to the Engineer and the Department's Civil Rights Office. Approval of the Civil Rights Office must be obtained prior to the substitute DBE beginning work.

In the event a prime contractor is unable, after a substantial good faith effort, to obtain another certified DBE, the Department's Civil Rights Office may lower the DBE goal on the project. However, the Civil Rights Office must approve this in writing prior to a Non-DBE starting the work which had been subcontracted to the DBE.

Please note that, as I mentioned, I have limited information as to the issue between Blue Diamond and Lawrence so I hope that I am being of some help. ADOT is required to monitor and enforce to ensure that work committed to DBEs at contract award is actually performed by the DBEs to which the work was

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committed. The answers to the following questions will help determine the next step. We can certainly visit by phone.

1. Did MCOT's change order impact Blue Diamonds' DBE participation?
2. Was Blue Diamond listed on the DBE affidavits at the time of award?
3. Were the most current DBE Special Provisions included in the Bid Advertisement?
4. Why did Lawrence issue a change order to Blue Diamond?
5. Did Lawrence give the work that was committed to Blue Diamond to another sub-contractor or self perform?
6. If Lawrence believed that Blue Diamond was unwilling or unable to perform, did they contact anyone?

Thank you Lee. Please do not hesitate to call.

Charlene Neish
ADOT Civil Rights Office
Statewide Investigations Liaison
Direct (602) 712-8191

From: Lee Jimenez - MCDOTX [mailto:LeeJimenez@mail.maricopa.gov]
Sent: Friday, December 14, 2012 12:59 PM
To: Charlene Neish
Subject: Northern Parkway, Sarival Ave to Dysart Rd (TRACS #: SS593 01C / MCDOT Proj. #: TT195)

Charlene,

MCDOT would like to arrange a meeting with ADOT, Blue Diamond, Tri-Star and Lawrence Construction to discuss and reconcile this issue. However, the earliest date that this meeting could take place is in mid-January since key players will be out until the New Year.

Also, it is my understanding that MCDOT was under the assumption that it had the ability to make its own determination on a prime's change order with its sub since MCDOT is a certification acceptance agency and that it would not affect the prime's ability to meet the required goal. We're willing to do whatever it takes to reconcile this issue. Please let me know your take on this. Thanks.

Sincerely,

Lee Jimenez

Federal-Aid Program Coordinator
Maricopa County Department of Transportation
2901 West Durango Street Phoenix, Arizona 85009
Phone: 602-506-0543 Fax: 602-506-4882

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Maricopa County Small Business Enterprise Program
Participation Reporting Form

This form is to be submitted with each pay application or invoice. Any pay application or invoice without this form attached is subject to rejection as not being a completed pay application or invoice pursuant to the terms of the contract.

Name of Prime Consultant/Contractor

Contract No.

Contact Person

Project No.

Street Address

Amount of this Pay Application/Invoice

City, State ZIP

Complete below with information on the SBE firms utilized as subconsultants/subcontractors for this pay application/invoice. If work was self-performed and your firm, as the prime, is an SBE firm pursuant to A.R.S. § 41-1001, et seq., then you may list your firm as the SBE firm.

SBE Firm Name	SBE Firm Address	Type of Work Performed	$ Pd to SBE this App/Inv
			$
			$
			$
			$
			$
			$
			$
			$
			$
			$

☐ **A mark in this box certifies that no SBE firms were utilized as the prime, subconsultant or subcontractor with respect to this pay application/invoice.**

Date: _____

Signature

Printed Name & Telephone Number

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APPENDIX A

ARIZONA DEPARTMENT OF TRANSPORTATION LOCAL PUBLIC AGENCY CERTIFICATION ACCEPTANCE QUALITY ASSURANCE REQUIREMENTS

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APPENDIX A

ARIZONA DEPARTMENT OF TRANSPORTATION
LOCAL PUBLIC AGENCY
CERTIFICATION ACCEPTANCE
QUALITY ASSURANCE REQUIREMENTS

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A1. SCOPE

It is the objective of this document for the Arizona Department of Transportation (ADOT) to define the Quality Assurance requirements for any Local Public Agency (LPA) that has been granted Certification Acceptance (CA) status to administer Federal Aid construction projects. The LPA Quality Assurance requirements described herein have been developed by ADOT Materials Group, Quality Assurance Section, to provide consistent implementation and supporting documentation in accordance with the Code of Federal Regulations (23 CFR 637, Subpart B), *"Quality Assurance Procedures for Construction"* (See **Appendix D**). Appendix A has been developed with the understanding that significant portions of the Phoenix and Tucson metropolitan areas will be designated as part of the National Highway System (NHS) under Federal Authorization MAP-21.

The LPA Quality Assurance process is composed of the following main components:

- Qualification of Testing Personnel
- Qualification of Laboratories
- Pre-Construction Approval by ADOT of the LPA Materials Sampling and Testing Plan
- Acceptance Sampling and Testing
- Independent Assurance (I.A.) Sampling and Testing
- Certificates of Compliance and Certificates of Analysis
- Buy America Requirements for Steel and Iron Products
- Final Certification of Materials
- Records Retention and Audit Requirements

To determine compliance with applicable regulations, the contractual relationship between the acceptance laboratory, sampling/testing personnel, contractor, and LPA must be clearly defined.

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A2. LIST OF ABBREVIATIONS

AAP	AASHTO Accreditation Program
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ADOT	Arizona Department of Transportation
ATTI	Arizona Technical Testing Institute
CA	Certification Acceptance
CFR	Code of Federal Regulations
I.A.	Independent Assurance Sampling and Testing Program
LPA	Local Public Agency
MAP-21	"Moving Ahead for Progress in the 21st Century" Act
NHS	National Highway System

A3. LIST OF FIGURES

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A4. QUALIFICATION OF SAMPLING AND TESTING PERSONNEL

All field and laboratory personnel performing sampling or testing of construction materials on a LPA construction project must have the certifications shown in **Figure A1**, as applicable for the scope of the project.

Soils and Aggregate	
Field	Laboratory
Arizona Technical Testing Institute (ATTI) "Field" certification.	Arizona Technical Testing Institute (ATTI) "Laboratory Soils/Aggregate" certification.
Asphaltic Concrete	
Field	Laboratory
Arizona Technical Testing Institute (ATTI) "Field" certification.	Arizona Technical Testing Institute (ATTI) "Asphalt" certification.
Concrete	
Field	Laboratory
American Concrete Institute (ACI) "Concrete Field Testing Technician Grade I" certification.	American Concrete Institute (ACI) "Concrete Strength Testing Technician" certification.

REQUIREMENTS FOR SAMPLING AND TESTING TECHNICIANS

Figure A1

A5. QUALIFICATION OF LABORATORIES

ADOT recognizes the AASHTO Accreditation Program (AAP) in conjunction with AASHTO R 18, *"Establishing and Implementing a Quality Management System for Construction Materials Laboratories"*, for a laboratory to demonstrate competency in the performance of specific tests on construction materials. All laboratories that perform construction materials testing on LPA construction projects must be AAP accredited in the testing procedures performed.

A6. PRE-CONSTRUCTION APPROVAL OF THE LPA MATERIALS SAMPLING AND TESTING PLAN

The LPA will submit the following documents to the ADOT Materials Group, Quality Assurance Engineer for approval prior to beginning construction:

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1. Bid Schedule that shows the Item Number, Item Description, Unit, and Quantity of project construction materials and activities. **Figure A2** shows an example Bid Schedule.

2. Materials Sample Checklist that details the scope of the proposed sampling and testing. The materials that are to be sampled and tested, as well as the frequency at which the sampling and testing are to be performed, is to be shown on the Materials Sample Checklist. **Figure A3** shows an example Materials Sample Checklist.

3. Materials Certificate Log that lists Certificates of Compliance and Certificates of Analysis that will be required during construction. An example Materials Certificate Log is shown in **Figure A4**.

4. Statement that details the contractual relationship between the acceptance laboratory, independent assurance laboratory, field sampling/testing personnel, contractor, and the LPA. If the acceptance laboratory or the independent assurance laboratory receives payment from the contractor, that relationship must be clearly defined.

A flow chart showing the process listed above is given in **Figure A5**.

A7. ACCEPTANCE SAMPLING AND TESTING

Acceptance Sampling and Testing is separate from Independent Assurance Sampling and Testing.

It is the responsibility of the Local Public Agency to develop a Sampling Guide which outlines the requirements for Acceptance Sampling and Testing. The guide shall be submitted to the ADOT Materials Quality Assurance Engineer for review and approval.

An LPA Central Laboratory may perform both Acceptance Sampling and Testing and Independent Assurance Sampling and Testing on a particular project. However, the same individual shall not perform both the Acceptance Sampling and Testing and the Independent Assurance Sampling and Testing.

A laboratory other than an LPA Central Laboratory shall not perform both Acceptance Sampling and Testing and Independent Assurance Sampling and Testing on a particular project.

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BID SCHEDULE

Project Number: (_____)

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
4040116	APPLY BITUMINOUS TACK COAT	HOUR	260		
4040125	FOG COAT	TON	2		
4040163	BLOTTER MATERIAL	TON	10		
4040264	ASPHALT BINDER (PG 64-22)	TON	2,260		
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	1,350		
4140040	ASPHALTIC CONCRETE FRICTION COURSE (ASPHALT-RUBBER)	TON	9,350		
4140042	ASPHALT RUBBER MATERIAL (FOR AR-ACFC)	TON	890		
4140044	MINERAL ADMIXTURE (FOR AR-ACFC)	TON	85	$90.00	$7,650.00
4160002	ASPHALTIC CONCRETE (3/4" MIX) (END-PRODUCT)	TON	45,200		
4160031	MINERAL ADMIXTURE	TON	430	$90.00	38,700.00
6070060	FOUNDATION FOR SIGN POST (CONCRETE)	EACH	40		
7015041	TEMPORARY PAINTED MARKING (ARROW, SYMBOL, OR LEGEND)	EACH	6		
70115042	TEMPORARY PAINTED MARKING (STRIPE)	L. FT.	231,000		
70116030	BARRICADE (TYPE II, VERT. PANEL, TUBULAR MARKER)	EACH-DAY	2,250		

EXAMPLE BID SCHEDULE

Figure A2

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LOCAL PUBLIC AGENCY
MATERIALS SAMPLE CHECKLIST
(Date)

PROJECT LOCATION: (_____)
(_____)

PROJECT NUMBER: (_____)
(_____)

ITEM NUMBER	MATERIAL	PLAN QUANTITY	ACTUAL QUANTITY IF VARIES FROM PLAN QUANTITY	NUMBER OF SAMPLES			NUMBER OF SAMPLES TESTED	
				RECOMMENDED		PROJECT		LPA CENTRAL LABORATORY OR INDEPENDENT LABORATORY
				ACCP	IAS	ACCP SAMPLES TAKEN BY PROJECT	ACCP SAMPLES TESTED BY PROJECT	IAS
4040264	Asphalt Binder (PG 64-22)	470 T		5				
4140040	Asphaltic Concrete Friction							
	Course (Asphalt-Rubber)							
	AR-ACFC	2,650 T		4				
	Mineral Aggregate for AR-ACFC	2,438 T		5	1			
4140042	Asphalt Rubber Material							
	(for AR-ACFC)	240 T		2				
	Binder for Asphalt Rubber							
	Material	200 T		2				
	Rubber for Asphalt Rubber							
	Material	40 T		1				
41600004	Asphaltic Concrete (End-Product)							
	(Special Mix)	9,400 T		20	1			
	Mineral Aggregate for AC							
	(End Product) (Special Mix)	8,836 T		4	1			

EXAMPLE MATERIALS SAMPLE CHECKLIST

Figure A3

ARIZONA DEPARTMENT OF TRANSPORTATION

MATERIALS CERTIFICATE LOG

PROJECT NO. Local Public Agency CONTRACTOR Prime SHEET 1 OF 1

DESCRIPTION / IDENTIFICATION OF MATERIAL	TYPE OF CERT. REQ'D.	DATE CERT. CHEC'D	CHECKLIST: DESCRIPTION OF MATERIAL	CHECKLIST: QUANTITY REPRESENTED	CHECKLIST: MATL. IDENTIFICATION	CHECKLIST: COMPLIANCE STATEMENT	CHECKLIST: AUTH. SIGNATURE/DATE	CHECKLIST: TEST RESULTS (CERT. OF ANALYSIS)	DATE MATERIAL CHECKED AGAINST CERT.	CERT. ACCEPTABLE (Y / N)	INSPECTOR	COMMENTS
Raised Pavement Markers (Type D)	Compl.											
Permanent Paint	Compl.											
Erosion Control Sediment Logs	Compl.											
Barbed Wire Fence (type II)	Compl.											
409 Tack Coat	Compl.											
411 Friction Course Admix (lime)	Compl.											
411 PG Asphalt Binder	Compl.											

RESIDENT ENGINEER _____ (Signature) DATE _____

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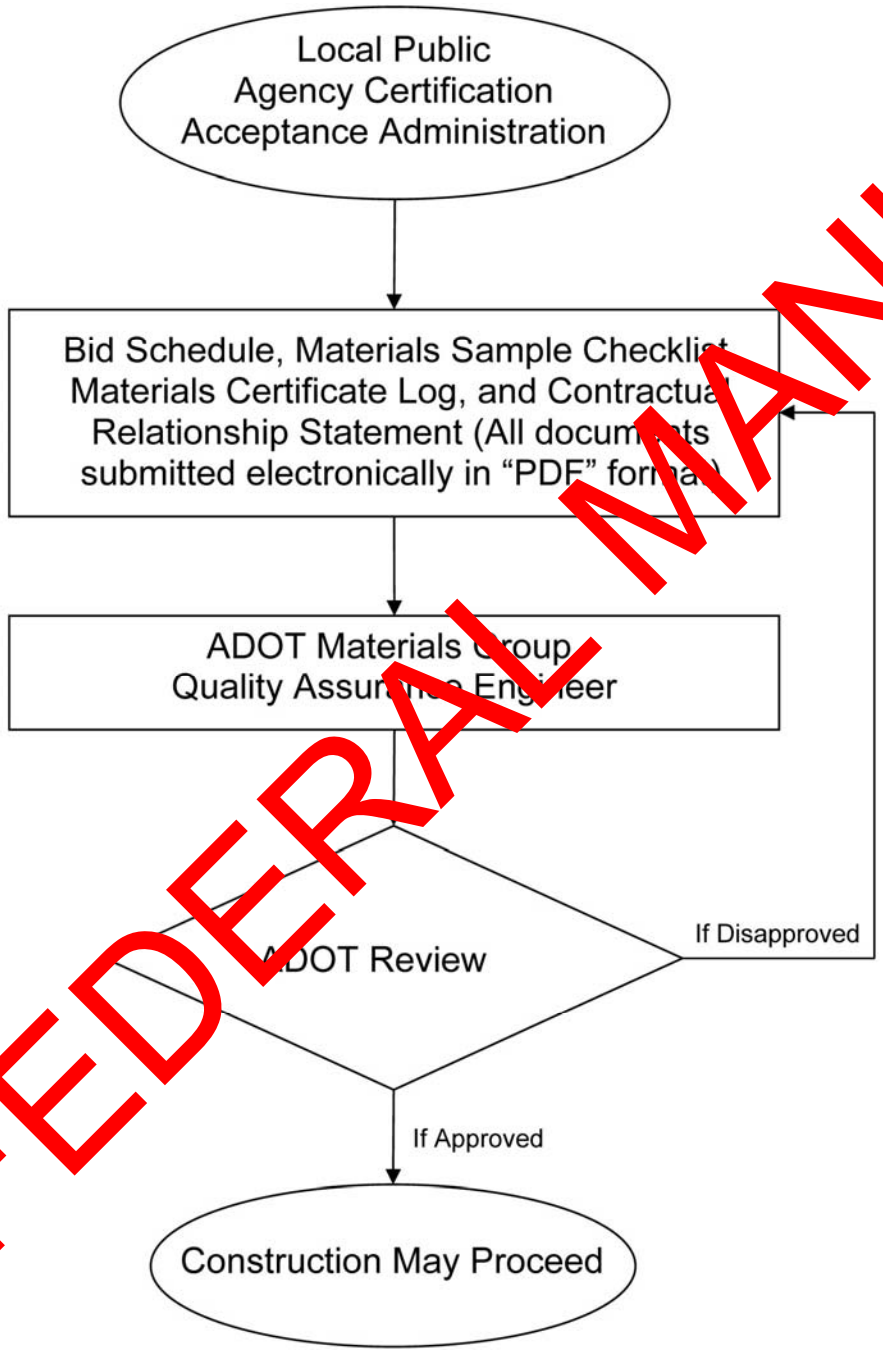
EXAMPLE MATERIALS CERTIFICATE LOG

Figure A4



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PRE-CONSTRUCTION APPROVAL OF THE LPA MATERIALS SAMPLING AND TESTING PLAN FLOW CHART

Figure A5

Acceptance Sampling and Testing may be performed by:

- Local Public Agency sampling and testing personnel.
- An independent consultant laboratory selected and compensated by the Local Public Agency.
- Contractor sampling and testing personnel.
- An independent consultant laboratory selected and compensated by the contractor.

A8. INDEPENDENT ASSURANCE (I.A.) SAMPLING AND TESTING

Independent Assurance Sampling and Testing is separate from Acceptance Sampling and Testing.

The LPA is responsible for administering the Independent Assurance Sampling and Testing.

An LPA Central Laboratory may perform both Independent Assurance Sampling and Testing and Acceptance Sampling and Testing on a particular project. However, the same individual shall not perform both the Independent Assurance Sampling and Testing and the Acceptance Sampling and Testing.

A laboratory other than an LPA Central Laboratory shall not perform both Independent Assurance Sampling and Testing and Acceptance Sampling and Testing on a particular project.

Independent assurance samples shall be obtained from project or processing facility by the LPA or by an independent consultant laboratory selected and compensated by the LPA.

If the acceptance testing is performed by the LPA, or an independent consultant laboratory which is selected and compensated by the LPA, the ratio of independent assurance sampling and testing is one I.A. per 20 acceptance tests.

If the acceptance testing is performed by the contractor, or an independent consultant laboratory which is selected and compensated by the contractor, the ratio of independent assurance sampling and testing is one I.A. per 5 acceptance tests.

Note: The increased frequency of I.A. sampling and testing when acceptance sampling and testing is performed by the contractor, or an independent consultant laboratory which is selected and compensated by the contractor, is utilized as verification of the contractor's acceptance testing.

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When an LPA Central Laboratory does not perform both the independent assurance testing and the acceptance testing, each I.A. field sample shall be split between the laboratory performing the independent assurance testing and the laboratory performing the acceptance testing.

If the test results do not compare favorably, cooperative efforts to investigate and identify the cause of the discrepancy should commence immediately. As a minimum, these efforts should include a check of the test data, calculations, and results; an inspection of the equipment used to perform the testing; a discussion with the test operators regarding their knowledge of the procedure in question, retesting of samples; exchanging samples; and observation of each other's techniques. When the problem is isolated, the steps taken to resolve it shall be documented.

A9. CERTIFICATES OF COMPLIANCE AND CERTIFICATES OF ANALYSIS

Manufactured products that are accepted by the LPA through a Certificate of Compliance or Certificate of Analysis shall include, as a minimum:

- The current name, address, and phone number of the manufacturer or supplier of the material.
- A description of the material supplied.
- Quantity of material represented by the certificate.
- Means of material identification, such as label, lot number, or marking.
- A statement that the material complies in all respects with the requirements of the cited specifications.
- The name, title, and signature an individual has the legal authority to bind the manufacturer or the supplier of the material. The date of the signature shall also be given. In addition, a statement that the individual has such legal authority.

A10. BUY AMERICA REQUIREMENTS FOR STEEL AND IRON PRODUCTS

Steel and iron materials and products used shall comply with the current "Buy America" requirements of 23 CFR 635.410.

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All steel and iron products permanently incorporated into a LPA project must be domestically produced and have appropriate certification statements provided by the manufacturer. Records for the steel and iron products must be traceable through heat numbers and mill certificates. Certification statements should be verified by visual inspection at the time of material delivery to the project site.

A11. FINAL CERTIFICATION OF MATERIALS

Following completion of the project construction, the LPA shall submit copies of the Testing Summaries and the Materials Certification/Exception Report to the Materials Group, Quality Assurance Engineer. The copies shall be submitted electronically in "pdf" format. The Materials Quality Assurance Engineer will review these items, and if necessary notify the LPA Project Engineer of any deficiencies that require correction. A flow chart illustrating this process is shown in **Figure A7**.

A11.1 Submittal of Testing Summaries

The LPA shall submit copies of the project testing summaries to the ADOT Materials Group, Quality Assurance Engineer. As a minimum, the testing summaries must include the following:

1. Name of laboratory and technician that performed the testing, and the date the testing was performed.

2. Summary of test results. The summary shall include a comprehensive report of all test results.

A11.2 Exception Reporting Requirement

The materials records for each project shall be reviewed by the LPA Project Engineer. A "Materials Certification / Exception Report" shall then be prepared by the LPA Project Engineer. The Materials Certification / Exception Report must include at a minimum the following statement:

> "I certify that I have reviewed the materials records for the above referenced project. The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications. In addition, all material sampling and testing was performed in accordance with the Approved LPA Materials Sampling and Testing Plan."

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Construction materials that failed to meet specification requirements, but were incorporated in the project, must be summarized in the Materials Certification/Exception Report with a detailed explanation listing penalties or justification for acceptance.

An example Materials Certification / Exception Report is given in **Figure A6**.

The Materials Certification / Exception Report shall be submitted to the Materials Group, Quality Assurance Engineer under seal of a professional engineer registered the State of Arizona.

A12. RECORDS RETENTION AND AUDIT REQUIREMENTS

The LPA shall maintain all test reports, certificates, and test summaries for a minimum of five years after the project has been completed. All records shall be available for review by ADOT at any time while the project is in construction or during the five year retention period.

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(Local Public Agency Letterhead)

(Date)

TO: (Name)
Quality Assurance Engineer
ADOT Materials Group
1221 N. 21st Avenue
Phoenix, AZ 85009

FROM: Name of Project Engineer
(LPA Name)

RE: MATERIALS CERTIFICATION/EXCEPTION REPORT

PROJECT: (Project Name from the plans and specifications)
(TRACS Number)
(Federal ID Number)

I certify that I have reviewed the materials reports for the above referenced project. The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and the construction operations controlled by sampling and testing were in conformity with the approved plans and specifications. In addition, all materials sampling and testing was performed in accordance with the Approved LPA Materials Sampling and Testing Plan. Exceptions to the above certification are as follows:

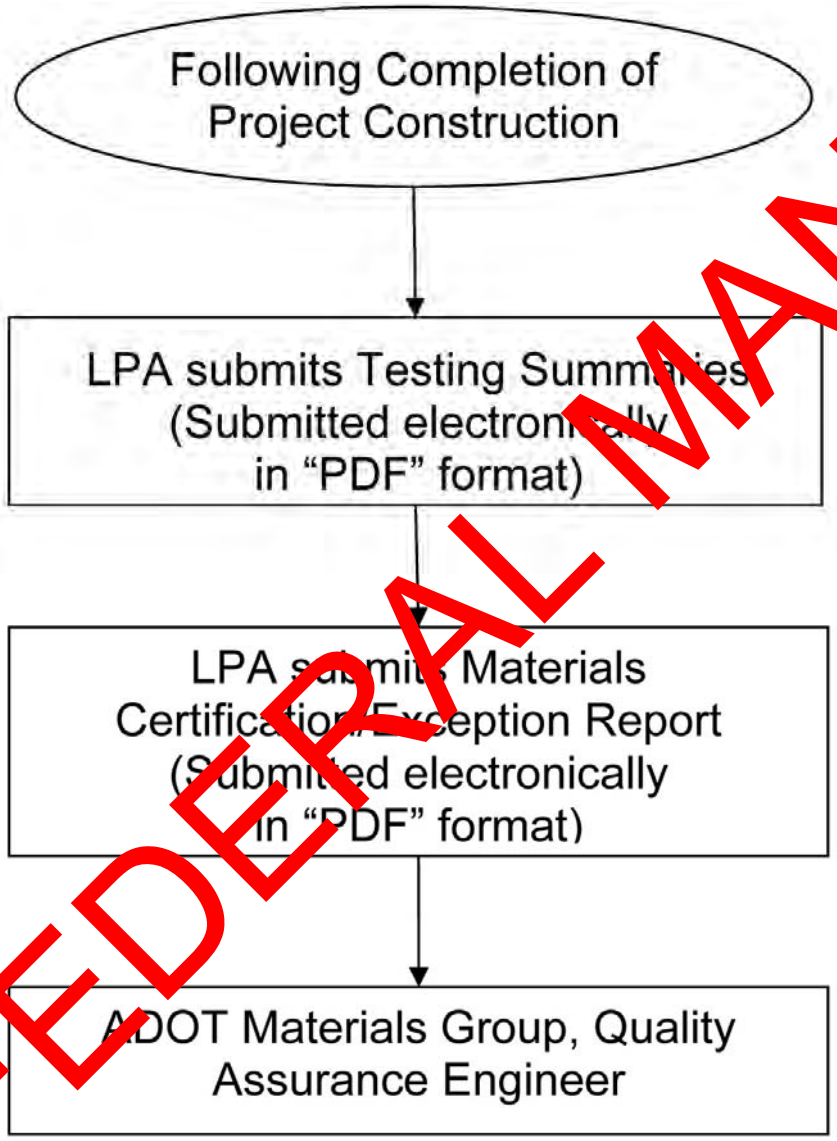
1. *List any materials that were incorporated in the completed construction project where testing indicated non-conformance to the plans and specifications. If Materials Quality penalties were imposed or contract change orders associated with Material Quality were initiated, list the specific details of those agreements.*

2. *List any item that were not sampled and testing as indicated in the Approved LPA Materials Sampling and Testing Plan and provide details on how the LPA plans to prevent recurrence of the sampling and testing deficiencies on future projects.*

LPA Project Engineer

EXAMPLE MATERIALS CERTIFICATION/EXCEPTION REPORT

Figure A6



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FINAL CERTIFICATION OF MATERIALS FLOW CHART

Figure A7

MARICOPA COUNTY
DEPARTMENT OF TRANSPORTATION

DIVISION PROCEDURE

Title: Sampling & Testing Guide - Federal Owner: John Shi	Effective Date: March 17, 2005	Division: Project Management & Construction
Purpose: MAG Standard Specifications make little or no reference to materials sampling and testing frequencies. This written guide has therefore been developed as an aid in preparing appropriate testing plans for individual projects which include federal funds.	Authorized Signature: M. Kent Hanson, Assistant County Engineer, Division Manager	
MCDOT Strategic Plan Reference:		

Policy Statement:

MAG Standard Specifications make little or no reference to materials sampling and testing frequencies. This written guide has therefore been developed as an aid in preparing appropriate testing plans for individual projects which include federal funds.

It is the intent of this schedule to give guidance to personnel responsible for sampling and testing materials, yet allow them reasonable latitude for adapting to specific project needs, such as Federal Highway Administration requirements. The frequency may vary for individual projects or phases of projects in accordance with job conditions such as the uniformity of materials at the source, the methods and equipment used, and weather conditions. The number of samples and the distribution of the locations from which they are taken should be such as to adequately assure or verify that materials and construction are in accordance with the plans and specifications. The Engineer may direct that less acceptance sampling be done in particular cases of limited quantities of materials on the project, or for small projects. Conversely, he or she may direct that a greater amount of acceptance testing than that shown as "minimum sampling frequency" be done when he or she deems it necessary for adequate acceptance information.

Reliance should not be placed wholly on the results of sampling and testing to determine acceptability of material and construction. The sampling and testing should be supplemented by sufficient visual inspection of the materials as a whole to determine whether the samples and tests are reasonably representative of the entire mass of materials. In addition, there should be sufficient observation of the actual construction operations and processes to ascertain whether they can be expected to consistently produce uniformly satisfactory results.

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Small quantities may be accepted on the basis of manufacturer's material certification or based upon visual observations of the Engineer. Small quantities may be considered to be approximately 500 cubic yards or less of processed aggregate material or approximately 20 tons of bituminous materials or portland cement and flyash. A small quantity of portland cement concrete should be considered to be 20 cubic yards or less. The Engineer should exercise careful judgment in the acceptance of small quantities. These considerations must include the significance of the product to the construction as well as the quantity. The recommended sizes of small quantities are to be considered approximate, not maximums.

Sampling and testing operation or process is divided into three categories as following:
1). Acceptance sampling and testing;
2). Independent assurance sampling and testing (one for every 40 acceptance tests); and
3). Correlation sampling and testing (one for every 5 acceptance tests).

Samples for each category shall be tested utilizing equipment that is not used for tests of samples of any of the other two categories.

Prior to the start of a project, the MCDOT Construction Engineer or his authorized representative, or his Consultant shall develop a written sampling and testing plan outlining the types of materials and frequencies of sampling and testing for acceptance, correlation, and assurance. The plan shall clearly state who will be performing the work. On a project that is administered by MCDOT Construction Engineer's authorized Consultant (Consultant) , such sampling and testing plan will be prepared by the Consultant and approved by the Construction Engineer. It will be the responsibility of the Resident Engineer to coordinate all sampling and testing.

ACCEPTANCE SAMPLING AND TESTING

The following index of testing guide applies to sampling frequency for acceptance sampling and testing. The recommended number of acceptance samples shall be shown in the Project Sampling and Testing Plan, prepared by the MCDOT Construction Engineer or his authorized representative, or his Consultant. The designated laboratory for the acceptance sampling and testing program (Acceptance Lab) will use the Project Bid Quantity to determine the number of acceptance samples that should be taken. For some materials where the number of acceptance samples is based on time of production, an estimate of the quantity of material produced during that time will be made and used in determining the recommended number of acceptance samples.

Acceptance of materials by "Certification of Compliance or Analysis" will be in accordance with Section 106 of MAG Standard Specifications.

INDEPENDENT ASSURANCE SAMPLING AND TESTING PROGRAM

Information provided herein gives direction for administration of the Independent Assurance Sampling and Testing Program that is required by the Federal Highway Administration. The information contained herein applies to all projects including those projects under consultant administration.

The MCDOT Construction Engineer is responsible to administer this program. Independent assurance sampling and testing are performed by authorized representatives of the Construction Engineer, who are not directly responsible for acceptance sampling or testing. The results from independent assurance

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testing are used to make independent checks on the reliability of the results obtained in acceptance sampling and testing.
The Independent Assurance Sampling and Testing Program is normally limited to assessing acceptance sampling and testing for naturally occurring or processed materials, such as soils and aggregates, and mixtures containing naturally occurring or processed materials.

The independent assurance samples will be taken in the presence of a Project Representative (MCDOT Construction Engineer's authorized representative) to assure proper identification of the sampled material. The sample shall be sufficiently large to allow for a split to be tested in the project Acceptance Laboratory. This procedure will allow a comparison for the individual sample as well as a comparison to the average of acceptance samples and tests. The split tested by the Acceptance Laboratory may be used as an acceptance test, however the split tested for independent assurance by the independent lab shall not be used as an acceptance test result.

The independent assurance samples will be taken as early as possible after production or placement begins. The independent assurance samples will be tested utilizing equipment that is not used for tests on acceptance samples. Independent assurance samples shall be tested for all characteristics required by Standard Specifications and project special provisions, as outlined in the testing plan and test results reported to the Resident Engineer within 3 working days from receipt of sample in laboratory.

Independent assurance testing for in-place density shall consist of documented observations of the acceptance testing during routine independent assurance visits by the independent lab. Documentation of each observation must include, as a minimum; date of observation, a description of test location, the results of that determination and a written report of the comparison between the independent assurance inspection and acceptance testing.

For a Consultant administered project, the Consultant will prepare the testing plan which will include the number of independent assurance samples to be taken. The plan will be reviewed and approved by the Construction Engineer prior to the start of the project. If the Testing Plan does not include a material that requires independent assurance sampling and testing, the material should be added to the plan and tested accordingly.

The frequency shall be one independent assurance sample for every 40 acceptance samples, with a minimum of one sample for each material type. The minimum of one sample may be eliminated on projects that include very small quantities of specific materials. The Construction Engineer should be contacted regarding questions concerning necessary independent assurance sampling and testing when materials quantities are substantially changed on the project.

The results of tests and evaluations made, along with other related comments shall be reported on the "Report of Independent Assurance Sampling and Testing" form, or equivalent. A copy of this form and an example of its use are shown in Figure 1 and 2. Copies of the completed form shall be sent promptly to the Construction Engineer with the original retained in the project file.

The results of independent assurance tests will be promptly compared to the corresponding split sample results and the average of the acceptance sample test results for the product under consideration by the Resident Engineer. To be considered favorable, each specified test characteristic must be within both allowable variations shown in Table 1. The "I.A. SAMPLE VS. AVG. OF ACCEPT. SAMPLES" value

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for allowable variation given in Table 1 should be used to compare the independent assurance sample results to the average of acceptance tests. The value for allowable variation from Table 1 for the "I.A. SAMPLE VS. ACCEPT. SAMPLE (I.A. SPLIT)" will be used to compare the independent assurance splits.

If an unfavorable comparison exists, measures must be taken to identify the source of the variation and verify that it has been eliminated. This may include: inspection of laboratory facilities, equipment, and procedures; exchanging sample splits with project personnel; or obtaining additional samples. Documentation of the measures taken in identifying and resolving unfavorable comparisons, and any other pertinent comments, shall be recorded on the "Report of Independent Assurance Sampling and Testing" form, or equivalent.

The allowable variation values for the materials shown in Table 1 are based on two standard deviations of test results available from the "Arizona Department of Transportation Quality Assurance" program. The Resident Engineer is responsible for making comparison of results under this program and will determine allowable variations for test characteristics not listed in Table 1.

CORRELATION TESTING PROGRAM

The Correlation Testing Program is in addition to the Independent Assurance Sampling and Testing Program. It provides for frequent correlation testing to be done throughout the project at regular intervals.

It is recommended that a split of approximately every fifth acceptance sample be obtained for testing by the Independent Laboratory. The recommended number of acceptance samples to be split for correlation testing, based on the above frequency, is shown in the project Sampling and Testing Plan. Test results from correlation testing shall be reported to the Resident Engineer within 3 working days from receipt of sample in laboratory.

The correlation split test result shall be compared to the corresponding acceptance sample test result by the Resident Engineer. This comparison and evaluation should be made promptly so that necessary corrective action can be taken.

The "Report of Correlation Sampling and Testing" form shown in Figure 3 may be used to report correlation testing.

For a favorable comparison each specified test characteristic must be within the allowable variation shown in Table 1 for "I.A. SAMPLE VS. ACCEPT. SAMPLE (I.A. SPLIT)".

If an unfavorable comparison exists, measures must be taken to identify the source of the variation and verify that it has been eliminated. This may include: inspection of laboratory facilities, equipment, and procedures; exchanging sample splits with project personnel; or obtaining additional samples. Documentation of the measures taken in identifying and resolving unfavorable comparisons shall be recorded on the "Report of Independent Assurance Sampling and Testing" form, or equivalent.

The Resident Engineer is responsible for making comparison of results under this program and will determine allowable variation for test characteristics not listed in Table 1.

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TABLE AND FIGURES

Table 1 - Independent Assurance and Correlation Sample Allowable Variations (±)

Figure 1 - Report of Independent Assurance Sampling and Testing

Figure 2 - Report of Independent Assurance Sampling and Testing – Example

Figure 3 - Report of Correlation Sampling and testing

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Summary of Sampling and Testing Guide (Federal)

Testing Programs	Acceptance Sampling and Testing Program	Correlation Sampling and Testing Program	Independent Assurance Sampling and Testing Program
Purpose:	Acceptance of materials	Frequent correlation and comparison with acceptance testing results	Provide independent checks on reliability of the results obtained in acceptance sampling and testing.
Administered By:	MCDOT Construction Engineer; (MCDOT CE)	MCDOT Construction Engineer; (MCDOT CE)	MCDOT Construction Engineer; (MCDOT CE)
Performed By:	MCDOT CE authorized Acceptance Laboratory, usually a consultant laboratory, or MCDOT Laboratory	MCDOT CE authorized representatives, or his/her authorized independent consultant. Preferably, MCDOT Materials Lab	MCDOT CE authorized representatives, or his/her authorized independent consultant. Default Lab is MCDOT Materials Lab, unless authorized otherwise by the MCDOT CE
Coordinated By:	Resident Engineer	Resident Engineer	Resident Engineer
Frequency Based on:	MCDOT Sampling and Testing Guide (Federal)	One for every 5 Acceptance Samples	One for every 40 Acceptance Samples
Sample Source:	Regular Samples, Large enough when split samples are required for independent assurance testing and /or correlation testing	Split from acceptance sample	Split from acceptance sample
Testing Equipments:	Acceptance samples shall be tested utilizing equipment that is not used for tests on independent assurance samples and correlation samples.	Correlation samples shall be tested utilizing equipment that is not used for tests on acceptance samples.	Independent assurance samples shall be tested utilizing equipment that is not used for tests on acceptance samples.

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TABLE 1.

INDEPENDENT ASSURANCE AND COORELATION TESTING ALLOWABLE VARIATIONS (±)

PORTLAND CEMENT CONCRETE		
TEST	I.A. SAMPLE VS. ACCEPT. SAMPLE (I.A. SPLIT)	I.A. SAMPLE VS. AVE. ACCEPT. SAMPLES
Coarse Aggregate Gradation		
+25 mm (+1")	4 % points	6 % points
25 mm (1")	4 % points	6 % points
19 mm (3/4")	4 % points	6 % points
12.5mm (1/2")	4 % points	6 % points
9.5 mm (3/8")	4 % points	6 % points
6.3 mm (1/4")	4 % points	6 % points
4.75 mm (No.4)	4 % points	6 % points
2.36 mm (No. 8)	4 % points	4 % points
Fine Aggregate Gradation		
4.75 mm (No. 4)	4 % points	4 % points
1.18 mm (No. 16)	3 % points	4 % points
300 µm (No. 50)	3 % points	3 % points
150 µm (No. 100)	3 % points	3 % points
75 µm (No. 200)	1.5 % points	1.5 % points
Air Content, percent	0.5 % points	N/A
Slump, mm (inches)	13 (1/2")	N/A
28-Day Strength (See Notes 1 and 2 below)	15% of specified required strength	N/A

BITUMINOUS MIXTURE		
TEST	I.A. SAMPLE VS. ACCEPT. SAMPLE (I.A. SPLIT)	I.A. SAMPLE VS. AVE. ACCEPT. SAMPLES
Mineral Aggregate Gradation		
+19 mm (3/4")	% points	6 % points
19 mm (3/4")	4 % points	6 % points
12.5mm (1/2")	4 % points	6 % points
9.5 mm (3/8")	4 % points	6 % points
4.75 mm (No.4)	4 % points	6 % points
2.36 mm (No. 8)	4 % points	6 % points
µm (No. 30)	2 % points	3 % points
425 µm (No. 40)	2 % points	3 % points
75 µm (No. 200)	1.0 % points	1.5 % points
Percent Asphalt	0.4 % points	0.6% points
Density, kg/m³, (pcf)	32 (2.0)	40 (2.5)
Voids, percent	1.5 % points	2.0% points
Marshall Stability newtons (Pound Force)	5350 (1200)	6650 (1500)

SOILS AND AGGREGATES		
TEST	I.A. SAMPLE VS. ACCEPT. SAMPLE (I.A. SPLIT)	I.A. SAMPLE VS. AVE. ACCEPT. SAMPLES
Gradation, except for Portland Cement Concrete and Bituminous Mixture		
+25 mm (+1")	% points	6 % points
25 mm (1")	4 % points	6 % points
19 mm (3/4")	4 % points	6 % points
12.5mm (1/2")	4 % points	6 % points
9.5 mm (3/8")	4 % points	6 % points
4.75 mm (No.4)	4 % points	6 % points
2.36 mm (No. 8)	4 % points	6 % points
1.18 mm (No. 16)	4 % points	6 % points
425 µm (No. 40)	3 % points	5 % points
75 µm (No. 200)	1.5 % points	1.5 % points
Sand Equivalent	6	9
Flakiness	3	5
Uncompacted Void Content	4	6
pH	0.4	N/A
Optimum Moisture, Percent	1.0 % point	N/A
Proctor Density, kg/m³, (pcf)	32 (2.0)	N/A
Fract. Coarse Agg. Particles (See Note 2 below)	28 % of specified requirement	N/A
Plasticity Index (See Note 2 below)	20 % of specified requirement, or if range, 20 % of mid point of specified range	N/A

Note 1: For concrete strength requirements given in megapascals, the allowable variation shall be based on the percentage of specified required strength expressed in kilopascals.

Note 2: Allowable variations based on a percentage of specified requirement or midpoint of specified range shall be rounded if necessary to the nearest whole number.

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PAVING

Material Tested	Sampling/Testing Point	Test Method	Minimum Sampling Frequency	Estimated Quantity	# Of Tests Required			Completed Testing	
					Acceptance	Correlation	IA	Number	Percent
Fill Construction (211)									
Max density (proctor)	Placement location	AASHTO T-99 Method A	One per soil type						
Sieve analysis	Placement location	AASHTO T-27 & T-11	One per soil type						
Plasticity Index	Placement location	AASHTO T-89 & T-90	One per soil type						
Soils classification	Placement location	ASTM D-2487	One per soil type						
Compaction	Placement location (after comp.)	AASHTO T-191 & T-217 or ASTM D-2922 & D3017	One per 500 LF, per lift						
Subgrade Preparation (301)									
Max density (proctor)	Placement location	AASHTO T-99 Method A	One per soil type						
Sieve analysis	Placement location	AASHTO T-27 & T-11	One per soil type						
Plasticity index	Placement location	AASHTO T-89 & T-90	One per soil type						
Soils classification	Placement location	ASTM D-2487	One per soil type						
Compaction	Placement location (after comp.)	AASHTO T-191 & T-217 or ASTM D-2922 & D3017	One per 500 LF, per lift						
Aggregate Base Course (702)									
Max density (proctor)	Plant	AASHTO T-99 Method A	At start of production						
Sieve analysis	On site windrow	AASHTO T-27 & T-11	One per 2000 tons						
Plasticity index	On site windrow	AASHTO T-89 & T90	One per 2000 tons						
Fractured faces	On site windrow	ASTM D-5821	One per 2000 tons						
Compaction	Placement location (after comp.)	AASHTO T-191 & T-217 or ASTM D-2922 & D3017	One per 1000 LF, per lift						
Soil Cement Base Course (311)									
Soil gradation	Roadway	AASHTO T27 & T11	1 per soil type						
Plasticity Index	Roadway	AASHTO T89 & T90	2 per soil type						
Max density (rroctor)	Roadway	AASHTO T-134 or ASTM D558	3 per soil type						
Field moisture	Placement location (after comp.)	AASHTO T-217 or ASTM D3017	1 per 1000 LF, per lift						
Field density	Placement location (after comp.)	AASHTO T-191 or ASTM D2922	1 per 1000 LF, per lift						

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PAVING

Material Tested	Sampling/Testing Point	Test Method	Minimum Sampling Frequency	Estimated Quantity	# Of Tests Required			Completed Testing	
					Acceptance	Correlation	IA	Number	Percent
Cement Treated Base (312, 705)									
Field density (comp)	Roadway	AASHTO T-191 or ASTM D2922	1 per 1000 LF per lift						
Field moisture (comp)	Roadway	AASHTO T-217 or ASTM D3017	1 per 1000 LF per lift						
Max density (proctor)	Roadway	AASHTO T-134 or ASTM D558	1 per aggregate type						
Plasticity index	Roadway	AASHTO T-89 & T-90	1 per aggregate type						
Gradation	Roadway	AASHTO T-27 & T-11	1 per aggregate type						
Compressive strength	Placement location	ARIZ 241A	One set per 750 CY						
Asphalt Concrete Pavement (321)									
Lab bulk density	On site (plate)	AASHTO T-312 or T-245 & T-166	One per 1000 tons						
Rice density	On site (plate)	ASTM D-2041	One per 1000 tons						
Asphalt content	On site (plate)	ASTM D-2172 (ignition)	One per 1000 tons						
Agg gradation	On site (plate)	AASHTO T-27 & T-11	One per 1000 tons						
Thickness	On site (core)	ASTM D-3549	One per 1000 LF, per lift						
Compaction	On site (core)	ASTM D-2726	One per 1000 LF, per lift						
Asphalt Rubber Overlay (325)									
Marshall density	On site (plate)	AASHTO T-245 & T-166	One per 1000 tons						
Marshall stab. & flow	On site (plate)	AASHTO T-245	One per 1000 tons						
Rice density	On site (plate)	ASTM D-2041	One per 1000 tons						
Asphalt content	On site (plate)	ASTM D-2172 (ignition)	One per 1000 tons						
Agg gradation	On site (plate)	AASHTO T-27 & T-11	One per 1000 tons						
Thickness	On site (core)	ASTM D-3549	One per 1000 LF, per lift						
Compaction	On site (core)	ASTM D-2726	One per 1000 LF, per lift						

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PAVING

Material Tested	Sampling/Testing Point	Test Method	Minimum Sampling Frequency	Estimated Quantity	# Of Tests Required			Completed Testing	
					Acceptance	Correlation	IA	Number	Percent
AR Binder Testing (717)									
Rotational viscosity*; 177ºC (351ºF); pascal seconds (cps)	Reaction tank	Haake Viscometer Method	Specified by Engineer						
Penetration; 4ºC (39ºF), 200g, 60 sec., dmm (in), min	Reaction tank	ASTM D-5	Specified by Engineer						
Ductility; 4ºC (39ºF), 1 cpm, cm (in), min	Reaction tank	ASTM D-113	Specified by Engineer						
Softening point; ºC (ºF), min	Reaction tank	ASTM D-36	Specified by Engineer						
Resilience; 25ºC (77ºF), %, min	Reaction tank	ASTM D-3407	Specified by Engineer						

*Haake Viscometer Model VT-04, Rotor No. 1 or Viscometer correlated

Compaction test on subgrade and base material with rocks should be corrected per MAG 190

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STRUCTURES AND CONCRETE

Material Tested	Sampling/Testing Point	Test Method	Minimum Sampling Frequency	Estimated Quantity	# Of Tests Required			Completed Testing	
					Acceptance	Correlation	IA	Number	Percent
Channel Excavation (215)									
Max density (proctor)	Borrow area	AASHTO T99 Method A	One per soil type						
Sieve analysis	Borrow area	AASHTO T27 & T11	One per soil type						
Plasticity Index	Borrow area	AASHTO T89 & T90	One per soil type						
Soils classification	Borrow area	ASTM D2487	One per soil type						
Compaction	Placement location (after comp.)	AASHTO T191 with MAG T10 or ASTM D2922 & D3017	One per 500 LF per lift						
Cement Stabilized Alluvium (222)									
Aggregate gradation	Aggregate stockpile	AASHTO T27 & T11	One per shift						
Aggregate PI	Aggregate stockpile	AASHTO T89 & T90	One per shift						
Maximum density	Aggregate stockpile	AASHTO T-134 method B	One per source						
Temperature	Placement location	ASTM C1064	One per shift						
Moisture content	Placement location (after comp.)	AASHTO T-230	One per shift						
Density	Placement location (after comp.)	AASHTO T-230	One per 8" lift						
Compressive strength	Placement location	ARIZ 241A	One per 750						
Bedding Mortar (221 & 222)									
Aggregate gradation	Stockpile at plant	AASHTO T27 & T11	One per source						
Compressive strength	Discharge chute on site	ASTM C109							
Rip Rap Construction (224)									
Aggregate gradation	In place on grade	Traverse method	One per source						
Aggregate specific Gr.	In place on grade	ASTM C127	One per source						
Fill Construction (211)									
Max. density (proctor)	Excavated soils	AASHTO T-99/Method A	One per soil type						
Sieve analysis	Excavated soils	AASHTO T-27 & T-11	One per soil type						
Plasticity index	Excavated soils	AASHTO T-89 & T-90	One per soil type						
Soils classification	Excavated soils	ASTM D-2487	One per soil type						
Compaction	In place	AASHTO T-191 & T-217 or ASTM D-2922 & D3017	One per 100 SY per lift						
Concrete, Curb, Gutter, Sidewalk (340)									
Compressive strength	On site	ASTM C-172, C-31, C-39	One per 50 cy						
Slump	On site	ASTM C-172, C-143	One per 50 cy						
Temperature	On site	ASTM C-172, C-1064	One per 50 cy						

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STRUCTURES AND CONCRETE

Material Tested	Sampling/Testing Point	Test Method	Minimum Sampling Frequency	Estimated Quantity	# Of Tests Required			Completed Testing	
					Acceptance	Correlation	IA	Number	Percent
Structural Concrete (502 & 505)									
Compressive strength	Discharge chute on site	ASTM C-172, C-31 & C-39	One per 50 cy						
Slump	Discharge chute on site	ASTM C-172, C-143	One per 50 cy						
Temperature	Discharge chute on site	ASTM C-172, C-1064	One per 50 cy						
Steel Reinforcement (727)									
Tensil strength	At delivery	ASTM A-615	Two bars per shipment per bar size						
Yield strength	At delivery	ASTM A-615	Two bars per shipment per bar size						
Elongation	At delivery	ASTM A-615	Two bars per shipment per bar size						
Precast Concrete (505 & 506)									
Compressive strength	Discharge chute on site	ASTM C-172, C-31 & C-39	One set per day						
Slump	Discharge chute on site	ASTM C-172, C-143	One set per day						
Temperature	Discharge chute on site	ASTM C-172, C-1064	One set per day						
Prestressing/Steel (506)									
Tensile strength	Project on site	ASTM 416 - 421	Two pieces per size						
Elongation	Project on site	ASTM 416 - 421	Two pieces per size						
Diameter	Project on site	ASTM 416 - 421	Two pieces per size						
Bridge Bearing Pads (506)									
Durometer hardness	At deliver	ASTM D-2240	One per source						
Compression set	At deliver	ASTM D-395B	One per source						
Pneumatically Placed Mortar (525)									
Compressive strength	On site	ASTM C-172, C-31, C-39	One set per day						
Slump	On site	ASTM C-172, C-143	One set per day						
Temperature	On site	ASTM C-172, C-1064	One set per day						
Test panels	On site	ASTM C-1140, C-98	One set per day						

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PIPE AND TRENCH

Material Tested	Sampling/Testing Point	Test Method	Minimum Sampling Frequency	Estimated Quantity	# Of Tests Required			Completed Testing	
					Acceptance	Correlation	IA	Number	Percent
Fill Construction (211)									
Max density (proctor)	Trench exc. or stockpile	AASHTO T99 Method A	One per soil type						
Sieve analysis	Trench exc. or stockpile	AASHTO T27 & T11	One per 400 cy & one per soil type						
Plasticity index	Trench exc. or stockpile	AASHTO T89 & T90	One per 400 cy & one per soil type						
Soils classification	Trench exc. or stockpile	ASTM D2487	One per soil type						
Compaction		AASHTO T-191 & T-217 ASTM D-2922 & D3017	One per 500LF, per lift						
Trench Backfill (601)									
Max density (proctor)	Trench exc. or stockpile	AASHTO T99 Method A	One per soil type						
Sieve analysis	Trench exc. or stockpile	AASHTO T27 & T11	One per 400 cy & one per soil type						
Plasticity index	Trench exc. or stockpile	AASHTO T89 & T90	One per 400 cy & one per soil type						
Soils classification	Trench exc. or stockpile	ASTM D2487	One per soil type						
Compaction		AASHTO T191 with MAG 190 or ASTM D2922 & D3017	One per 500LF, per lift						

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RIVER CHANNELIZATION

Material Tested	Sampling/Testing Point	Test Method	Minimum Sampling Frequency	Estimated Quantity	# Of Tests Required			Completed Testing	
					Acceptance	Correlation	IA	Number	Percent
Fill Construction (211)									
Max density (proctor)	Borrow area	AASHTO T99 Method A	One per soil type						
Sieve analysis	Borrow area	AASHTO T27 & T11	One per soil type						
Plasticity index	Borrow area	AASHTO T89 & T90	One per soil type						
Soils classification	Borrow area	ASTM D2487	One per soil type						
Compaction	Placement location (after comp.)	AASHTO T191 with MA 190 or ASTM D2922 D3017	One per 2000 CY						
Cement Stabilized Alluvium (222)									
Aggregate gradation	Aggregate stockpile	AASHTO T27 & T11	3/stockpile & 1/shift						
Aggregate PI	Aggregate stockpile	AASHTO T89 & T90	3/stockpile & 1/shift						
Maximum density	Aggregate stockpile	AASHTO T-134 method B	3/stockpile & 1/shift						
Temperature	Placement location	ASTM C1064	One per shift per mix						
Moisture content	Placement location (after comp.)	AASHTO T-230	Two per shift per mix						
Density	Placement location (after comp.)	AASHTO T-230	6 locations per lift						
Compressive strength	Placement location	ARIZ 241A	One set per 750 cy						
Bedding Mortar (221 & 222)									
Aggregate gradation	Stockpile at plant	AASHTO T27 & T11	Specified by Engineer						
Compressive strength	Discharge chute on site	ASTM C109	Specified by Engineer						
Rip Rap Construction (224)									
Aggregate gradation	In place on grade	Traverse Method	Specified by Engineer						
Aggregate specific gradation	In place on grade	ASTM C127	Specified by Engineer						
Pneumatically Placed Mortar (525)									
Compressive strength	On site	ASTM C-172, C-31, C-39	One panel per day over 20 CY						
Slump	On site	ASTM C-172, C-143	One per 20 CY						
Temperature	On site	ASTM C-172, C-1064	One per 20 CY						
Test panels	On site	ASTM C-1140, C-98	3-12"x12"x4" panel Min. 1 core per panel						

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SLURRY SEAL

Material Tested	Sampling/Testing Point	Test Method	Minimum Sampling Frequency	Estimated Quantity	# Of Tests Required			Completed Testing	
					Acceptance	Correlation	IA	Number	Percent
Fill Construction (211)									
Plasticity index	Stockpile	AASHTO T89 - T90	One per day						
Sand equivalent	Stockpile	ASTM D-2419	One per day						
Abrasion	Stockpile	AASHTO T96 or ASTM C131	One per day						
Fracture face	Stockpile	AASHTO T314	One per day						
Gradation	Storage tank / unit	ASTM C-136	One per day						
Slurry Seal Mixture (332) (713)									
Slurry seal consistency	Storage tank / unit	ISSA TB 106	One per project						
W.T.A.T.	Storage tank / unit	ASTM D-3910	One per project						
Compatibility	Storage tank / unit	ISSA TB 115	One per project						
Slurry Seal Binder (332, 715, 713,)									
Viscosity, 77ºF, Saybolt-Furol, SFS	Storage tank / unit	AASHTO T-59	One per week						
Settlement, 5 Day, %	Storage tank / unit	AASHTO T-59	One per week						
Storage stability, 1 Day, %	Storage tank / unit	AASHTO T-59	One per week						
Sieve, %	Storage tank / unit	AASHTO T-59	One per week						
Residue, % (asphalt & polymer)	Storage tank / unit	AASHTO T-59	One per week						
Penetration @ 39.2 F, 200 g/60s, dmm	Storage tank / unit	AASHTO T-49	One per week						
Penetration @ 77º F, 100 g/5s, dmm	Storage tank / unit	AASHTO T-49	One per week						
Ductility @ 77ºF, 5cm/min, cm	Storage tank / unit	AASHTO T-51	One per week						
Softening point, ºF	Storage tank / unit	AASHTO T-53	One per week						

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CHIP SEAL

Material Tested	Sampling/Testing Point	Test Method	Minimum Sampling Frequency	Estimated Quantity	# Of Tests Required			Completed Testing	
					Acceptance	Correlation	IA	Number	Percent
Soil Cement Base Course (311)									
Soil gradation	Roadway	AASHTO T27 & T11	1 per soil type						
Plasticity index	Roadway	AASHTO T89 & T90	2 per soil type						
Max density (proctor)	Roadway	AASHTO T134 or ASTM D558	3 per soil type						
Field moisture	Placement location (after comp.)	AASHTO T-217 or ASTM D3017	1 per 1000 LF, per lift						
Field density	Placement location (after comp.)	AASHTO T191 or ASTM D2922	1 per 1000 LF, per lift						
Cover Material (330) (716)									
Abrasion	Source	AASHTO T96	One per source/week						
Sieve analysis	Stockpile	AASHTO T27	One per source/week						
Fracture face	Stockpile	AASHTO T314	One per source/week						
Precoated Chip (330) (716)									
Abrasion	Source	AASHTO T96	One per source						
Sieve analysis	Stockpile	AASHTO T27	One/300 tons or days run						
Fracture faces	Source	AASHTO T314	One per source						
Asphalt content	Truck on site	ASTM D-2172 Ing.	One per 500 tons						
Emulsified Asphalt (Latex or SBS Polymer Comb.)									
Saybolt furol viscosity, SFS @ 77ºF (or 122 ºF)	Storage tank / unit	ASTM D-244	Specified by Engineer						
Residue by evaporation, %	Storage tank / unit	ASTM D-244	Specified by Engineer						
Demulsibility, %	Storage tank / unit	ASTM D-244	Specified by Engineer						
Residue by evaporation for testing listed below (CT 331)									
Penetration @ 25ºC, 5cm/min	Storage tank / unit	ASTM D-244	Specified by Engineer						
Ductility @ 25ºC 5cm/min	Storage tank / unit	ASTM D-118	Specified by Engineer						
Kinematics viscosity @ 135ºC, centistokes	Storage tank / unit	ASTM D-244	Specified by Engineer						
Torsional recovery @ 25ºC, % (CT332)	Storage tank / unit	ASTM D-244	Specified by Engineer						

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CHIP SEAL

Material Tested	Sampling/Testing Point	Test Method	Minimum Sampling Frequency	Estimated Quantity	# Of Tests Required			Completed Testing	
					Acceptance	Correlation	IA	Number	Percent
SBS Polymer Combination Asphalt (AC-15-5TR)									
Ground tire rubber content, %	Storage tank / unit		By certification						
SBS polymer, %	Storage tank / unit		By certification						
Penetration @ 25º C (77º F), 100 / 5 sec, dmm	Storage tank / unit	ASTM D-5	Specified by Engineer						
Viscosity @ 135ºC (275ºF), cSt	Storage tank / unit	ASTM D-2170	Specified by Engineer						
Softening point, º C (º F)	Storage tank / unit	ASTM D-36	Specified by Engineer						
Solubility, % (3 set average)	Storage tank / unit	ASTM D-5546	Specified by Engineer						
Solubility, % (single test)	Storage tank / unit	ASTM D-5546	Specified by Engineer						
Elastic recovery @ 25º (77ºF), 20 cm elongation, 5 cm / minute, % recovery after 1 hour	Storage tank / unit	ASTM D-6084	Specified by Engineer						
Separation of polymer ratio, 163º C (325º F), %	Storage tank / unit		Specified by Engineer						
Retained penetration ratio (TFOT Pen. @ 25º C (77º F), (100g - 5 sec) (original pen. @ 25º C (77º F)	Storage tank / unit	ASTM D-5	Specified by Engineer						
MC-250 (MAG 712)									
Kinematic viscosity @ 60ºC	Storage tank / unit	ASTM D-2171	Specified by Engineer						
Degrees Cº (F)	Storage tank / unit	ASTM D-3143	Specified by Engineer						
Distillation test: Distillate percentage by volume of Total distillate to 360ºC (680ºF) To 225º C (437ºF) To 260º C (500ºF) To 315º C (600ºF)	Storage tank / unit	ASTM D-402	Specified by Engineer						
Water content	Storage tank / unit	ASTM D-95	Specified by Engineer						
desidue from distillation	Storage tank / unit	ASTM D-2171	Specified by Engineer						
Ductility @ 25º C on residue	Storage tank / unit	ASTM D-113	Specified by Engineer						
Solubility in TCE on residue	Storage tank / unit	ASTM D-2042	Specified by Engineer						

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Material Tested	Sampling/Testing Point	Test Method	Minimum Sampling Frequency	Estimated Quantity	# Of Tests Required			Completed Testing	
					Acceptance	Correlation	IA	Number	Percent
MC-800 (MAG 712)									
Kinematic viscosity @ 60ºC	Storage tank / unit	ASTM D-2171	Specified by Engineer						
Flash point, tag open cup degrees Cº (F)	Storage tank / unit	ASTM D-3143	Specified by Engineer						
Distillation test: distillate percentage by volume of total distillate to 360ºC (680ºF) to 225º C (437ºF) to 260º C (500ºF) to 315º C (600ºF)	Storage tank / unit	ASTM D-402	Specified by Engineer						
Water content	Storage tank / unit	ASTM D-95	Specified by Engineer						
Absolute viscosity @ 60ºC on residue from distillation	Storage tank / unit	ASTM D-217	Specified by Engineer						
Ductility @ 25º C on residue	Storage tank / unit	ASTM D-113	Specified by Engineer						
Solubility in TCE on residue	Storage tank / unit	ASTM D-2042	Specified by Engineer						

ACRYLIC SEAL

Material Tested	Sampling/Testing Point	Test Method	Minimum Sampling Frequency	Estimated Quantity	# Of Tests Required			Completed Testing	
					Acceptance	Correlation	IA	Number	Percent
Fill Construction (211)									
Viscosity, 77ºF saybolt furol, SFS	Supplier / plant	AASHTO T-72	Specified by Engineer						
Sieve, %	Supplier / plant	AASHTO T-59	Specified by Engineer						
Acrylic solids, %	Supplier / plant	CA[illegible]	Specified by Engineer						
Residue, %	Supplier / plant	AASHTO T-59	Specified by Engineer						
Tests on residue	Supplier / plant	AZ 504	Specified by Engineer						
Elongation, @ max stress, @ 77ºF,%	Supplier / plant	AASHTO T-59	Specified by Engineer						
Elongation @ break, %	Supplier / plant	AASHTO T-59	Specified by Engineer						
Exposure, Q.U.V.	Supplier / plant	ASTM B 29 Modified	Specified by Engineer						
Softening point, ºF	Supplier / plant	AASHTO T-53	Specified by Engineer						
Ductility @ 77ºF, cm (5cm/min)	Supplier / plant	AASHTO T-51	Specified by Engineer						
Penetration @ 77ºF, dmm (100 for 5 sec)	Supplier / plant	AASHTO T-49	Specified by Engineer						

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CRACK SEAL

Material Tested	Sampling/Testing Point	Test Method	Minimum Sampling Frequency	Estimated Quantity	# Of Tests Required			Completed Testing	
					Acceptance	Correlation	IA	Number	Percent
Fill Construction (211)									
Ductility @ 77ºF	Point of application	ASTM D113	Specified by Engineer						
Flash point	Point of application	ASTM D92	Specified by Engineer						
Softening point	Point of application	ASTM D36	Specified by Engineer						
Cone penetration @ 77ºF	Point of application	ASTM D5329	Specified by Engineer						
Resilience	Point of application	ASTM D5329	Specified by Engineer						
Bitumen content	Point of application	ASTM D4	Specified by Engineer						
Brookfield viscosity @ 375ºF	Point of application	ASTM D4402	Specified by Engineer						
Asphalt compatibility	Point of application	ASTM D5329	Specified by Engineer						
Material unit weight @ 60ºF	Point of application	ASTM D70	Specified by Engineer						

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MATERIAL CERTIFICATION
CHECKLIST AND/OR REJECTION NOTIFICATION

****DO NOT PAY FOR AN ITEM THAT THE MATERIAL CERT HAS NOT PASSED***

Date:	
Project Name:	
Project Number(s):	
Material Cert No / Id (assign a #1,2,3 / log same)	
Material Cert Name / Description:	
Bid Item Reference:	

Material Certifications Requirements

1. Project Name.
2. MCDOT Project Number.
3. Federal Project Number.
4. ADOT Tracs Number (if applicable).
5. The current name, address, and phone number of the manufacturer or supplier of the material.
6. Description of the material supplied.
7. Quantity of material represented by the certificate.
8. Means of material identification, such as label, lot number, or marking.
9. A Statement that the material complies in all respects with the requirements of the cited specifications.
10. Buy America Statement.
11. Authorization Statement: A Statement that the individual signing has the legal authority to bind the manufacturer or the supplier of the material.
12. The name, title, signature, and date of signature of the signing-responsible individual.

	Approved	Rejected	Notes / Comments if Applicable
#1			
#2			
#3			
#4			
#5			
#6			
#7			
#8			
#9			
#10			
#11			
#12			

	Rejected – Return to Contractor – Please Revised and Resubmit
	Approved (Log, File, do not return to Contractor)

Signature: Date:

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MARICOPA COUNTY
Department of Transportation
2901 West Durango Street
Phoenix, AZ 85009-6357
Phone: 602-506-4115 Fax: 602-506-4115

LETTER OF TRANSMITTAL

Project:	TT195 - No. Parkway Landscape - Sarival Ave. to Dysart Rd.	**Date:**	April 24, 2015
Project No:	TT195	**Job Trans. No:**	457

To: ADOT
1221 N. 21st Ave., Mail Drop 068D
Phoenix, AZ 85009-3740

Attn: Rehnuma Rahman, P.E.

Regarding: Materials Certification / Exception Report

We Are Sending: ☐ Attached ☐ Mail ☑ Hand Delivered ☐ Fax ☐ Email ☐ Under Separate Cover

☐ Letter ☐ Plans and/or Specifications ☐ Sample(s)/Example(s) ☐ Change Order ☐ Test Results

☑ Other Materials Certification / Exception Report

Description:

No Copies	
1	Materials Certification / Exception Report

These Are Transmitted As Marked Below:

☑ For Your Use / Information	☐ Approved As Submitted	☐ Resubmit ____ copies for approval
☐ As Requested	☐ Approved As Noted	☐ Submit ____ copies for distribution
☐ For Review and Comment	☐ Returned For Corrections	☐ Return ____ corrected prints
☐ For Approval	☐ Other: See Comments	☐ Provide Test Result(s)

Comments:

Components include: Materials Exception Report, Materials Checklist, Certificates of Compliance, AC, Concrete, Soils, Proctors

Sent By: John Smith

CopiesTo: 128.04, 140

Received By: _____ **Date:** _____

Log No: 1331 Project Submittal No: 680 File No: 128.04

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Maricopa County
Department Of Transportation

2901 West Durango Street
Phoenix, Arizona 85009
www.maricopa.gov

May 5, 2015

TO: Rehnuma Rahman, P.E.
Quality Assurance Engineer
ADOT Materials Group
1221 N. 21st Avenue
Phoenix, AZ 85009

FROM: Carlos Lara, P.E.
Senior Resident Engineer
Tristar Engineering and Management
Maricopa County Department of Transportation

RE: MATERIALS CERTIFICATION EXCEPTION REPORT

PROJECT: Northern Parkway Landscape, Sarival Avenue to Dysart Road
SZ04801C
STP-MMA-0(241)D

I certify that I have reviewed the material reports for the above referenced project. The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and the construction operations controlled by sampling and testing were in conformity with the approved plans and specifications. In addition, all materials sampling and testing was performed in accordance with the Approved LPA Materials Sampling and Testing Plan. Exceptions to the above certification are as follows:

1. Decomposed Granite Samples DG-003, DG007, DG008, DG009 and DG010 failed to meet the required gradations. These samples were allowed to remain in place for two reasons. Upon re-sampling, material represented by Samples DG007, DG008, DG009 and DG010 passed. The results of sample DG-003 were reviewed by the Senior Resident Engineer and the Registered Landscape Architect, and were found to be within substantial conformance to the project requirements.

This Local Public Agency project was administered by MCDOT under ADOT's LPA Section. The Materials Sampling and Testing Plan was prepared by Tristar, as the Construction Administration consultant, utilizing the MCDOT Federal Sampling and Testing Guide which follows ADOT and FHWA requirements. The recommended number of samples to be taken was determined based on estimated plan quantities. The actual number of Acceptance samples

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shown on the Materials Sampling and Testing Plan represent the number of samples required based on actual in-place quantities and the specified sampling frequencies.

For the Acceptance of Soil Samples, (Structural Backfill, AB-02, Backfill Material, and the Bedding material) the same material was used; therefore the samples of soils taken represented all groups.

Registered Professional Engineer (Civil)
CERTIFICATE NO.
35232
CARLOS R.
LARA
Date Signed 5/5/16
ARIZONA, U.S.A.
EXPIRES 6/30/16

Carlos R. Lara, P.E.
Senior Resident Engineer
Tristar Engineering and Management

Cc: File 103, 128.04, and 128.05

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MATERIALS SAMPLE CHECKLIST

Project Name: TT195 - No. Parkway Landscape - Sarival Ave. to Dysart Rd. Project No: TT195 Tracs No: SZ0[illegible]C

Note A One acceptance sample every other day of production. Minimum one IAS per 20 acceptance and one Correlation per 5 acceptance.
Note B Class B and Class S with design compressive strength below 4000 psi - One acceptance sample per 100 CY.
Class S with design compressive strength of 4000 psi or greater, one acceptance per 50 CY. Minimum one IAS per 20 acceptance samples.
Note C Class P - Five Samples per lot for acceptance. Minimum one IAS per 20 acceptance samples.
Note D Minimum one acceptance sample per shift. Minimum one IAS per 20 acceptance samples.
Note E One sample per delivery unit. (per PPD No. 8)
***** Small quantity, no samples required

ITEM NUMBER	MATERIAL	PLAN QUANTITY	QUANTITY IF VARIES FROM PLAN QUANTITY	UNIT	RECOMMENDED ACCP	RECOMMENDED CORR	RECOMMENDED IAS	PROJECT ACCP SAMPLES TAKEN	PROJECT ACCP SAMPLES TESTED	MCDOT CORR ACCP	MCDOT CORR CORR	MCDOT CORR IAS	MCDOT IA ACCP	MCDOT IA IAS
Project Bid Items														
202.01012	Remove Tree, Diameter >12"	26		EACH										
205.01250	Grading	1		ALLOW										
212.02000	Remove Asphalt Pavement	76		SQ.YD.										
220.10150	Riprap, D50=6"	20		CU.YD.										
240.01060	Miscellaneous Work (Stabilized Construction Access Road)	396		CU.YD.										
240.01070	Supplemental Erosion Control Maintenance	1		ALLOW										
336.01100	Pavement Replacement, MAG Det. 200, Type A	76		SQ.YD.	1	1		2	2		1	1		
340.01151	Concrete Header	1520		L.FT.										
342.01000	Median Paving (Decorative Brick)	27995		SQ.FT.				6	6					
401.01010	Maintenance and Protection of traffic	1		ALLOW										
401.01020	Furnish And Install Temporary Traffic Control Devices			L.SUM										
401.01100	Uniformed Off-Duty Officer	1		ALLOW										
430.01001	Landscape Establishment - One (1) Year	1		L.SUM										
430.01015	Plant - 15 gal	1166		EACH										
430.01021	Shrubs - 1 gal	62[illegible]		EACH										
430.01022	Accent - 5 gal	[illegible]628		EACH										
430.01025	Shrubs - 5 gal	3272		EACH										
430.01034	Ocotillo - 24" Box	58		EACH										
430.01202	Seeding (Class II)	19		ACRE										
430.30000	Decomposed Granite, Dark Brown Color, 2" Thick	8914		SQ.YD.	1	1		2	2		1			1
430.30001	Decomposed Granite, Golden Tan Color, 2" Thick	448488		SQ.YD.	8	2		12	12		3			
430.30002	Decomposed Granite, Golden Tan Color, 4" Thick	10498		SQ.YD.	1			1	1		1			
440.40001	3/4" Class 200 PVC Irrigation Pipe	90061		L.FT.	10			10	10					
440.40002	1" Class 200 PVC Irrigation Pipe	38181		L.FT.	4			4	4					
440.40003	1 1/4" Schedule 40 PVC Irrigation Pipe	1177		L.FT.	1			1	1					
440.40006	2 1/2" Schedule 40 PVC Irrigation Pipe	24459		L.FT.	3			3	3					

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MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
MATERIALS CERTIFICATE LOG

Project No: TT195

Org: ABC Consulting
Resident Engineer: John Smith

Check Off List
1 - Description of Material
2 - Quantity Represented
3 - Material Identification
4 - Compliance Statement
5 - Authorized Signature
6 - Test Results (Analysis)
7 - ID Contractor
8 - Certificate Acceptable

TT195 - No. Parkway Landscape - Sarival Ave. to Dysart Rd.

File No: **240.01060** **Miscellaneous Work (Stabilized Construction Access Road)** Total Material Quantity: **500.00**

Proj Log No	Material	Mat Quantity	Unit	Type of Cert	Mat Receive Date	Mat Verify Date	Inspector	Check Off Items 1	2	3	4	5	6	7	8	Mat Remarks
1	Certificate of Compliance	500	SQ.YD.	COC		03/12/14	Rodriguez	Y		Y	Y	Y	N	Y	Y	Certificate of Compliance combined with Cert for Straw Wattle

File No: **240.01070** **Supplemental Erosion Control Maintenance** Total Material Quantity: **2750.00**

Proj Log No	Material	Mat Quantity	Unit	Type of Cert	Mat Receive Date	Mat Verify Date	Inspector	Check Off Items 1	2	3	4	5	6	7	8	Mat Remarks
11	High Survivability Fabric 2 ORDERS	1000	SQ.YD.	COC	04/04/14	03/12/14	Clifford	Y	Y	Y	Y	Y	Y	Y	Y	
12	9" Straw Wattles 2 ORDERS	1750	L.FT.	COC	04/04/14	04/04/14	Clifford	Y	Y	Y	Y	Y	N	Y	Y	

File No: **342.01000** **Median Paving (Decorative Brick)** Total Material Quantity: **4580.00**

Proj Log No	Material	Mat Quantity	Unit	Type of Cert	Mat Receive Date	Mat Verify Date	Inspector	Check Off Items 1	2	3	4	5	6	7	8	Mat Remarks
13	Mirafi N-Series Geotextile	4500	SQ.YD.	COC	05/29/14	01/26/15	Clifford	Y	Y	Y	Y	Y	N	Y	Y	
76	Black Steel Edging	80	EACH	COC	05/29/14	05/29/14	Clifford	Y	Y	Y	Y	Y	N	Y	Y	Buy America OK

File No: **401.01010** **Maintenance and Protection of Traffic** Total Material Quantity:

Proj Log No	Material	Mat Quantity	Unit	Type of Cert	Mat Receive Date	Mat Verify Date	Inspector	Check Off Items 1	2	3	4	5	6	7	8	Mat Remarks
6	Letter of certification for Arrow Board, Message Boards, Class I and II devices, and Attenuator truck			COC		03/12/14	Rodriguez	Y	N	N	Y	Y	N	Y	Y	Letter of Certification per Section 701
7	Letter of certification for Arrow Board, Message Boards, Class I and II devices, and Attenuator truck			COC		03/12/14	Rodriguez	Y	N	N	Y	Y	N	Y	Y	Letter of Certification per Section 701
8	Letter of certification for Arrow Board, Message Boards, Class I and II devices, and Attenuator truck			COC		03/12/14	Rodriguez	Y	N	N	Y	Y	N	Y	Y	Letter of Certification per Section 701
9	Letter of certification for Arrow Board, Message Boards, Class I and II devices, and Attenuator truck			COC		03/12/14	Rodriguez	Y	N	N	Y	Y	N	Y	Y	Letter of Certification per Section 701
10	Letter of certification for Arrow Board, Message Boards, Class I and II devices, and Attenuator truck			COC		03/12/14	Rodriguez	Y	N	N	Y	Y	N	Y	Y	Letter of Certification per Section 701

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Quality Testing, LLC
175 S. Hamilton Pl, Bldg 6 Suite 114
Gilbert, Arizona 85233
(480) 496-2000 • (480) 496-

Bituminous Mixture Properties Test Results

QT Log No.	**B-1-4584**		Material Code	**19**
Lot No / Sample No	**1 - 1**		Material Description	**19 mm or 3/4" AC**
			Specification	**321**
QT Project No	**13029.02**		Item / Subitem	
Client Project No			Sample Purpose	**QA**
Project Name	**Northern Landscape**			
TRACS No / Org No			Mix Design No	**136175**
Project Manager			Mix Designation	**CO 3/4" AC**
			Supplier / Plant	**Cemex**
Sampled By / Date / Time	**Dennis Torrez**	**3/3/2014**		
Tested By / Date / Time	**Marco Solano**	**3/5/2014**	Sampled From	**Roadway**
Reviewed By / Date	**Bill O'Neill**	**3/6/2014**	Reference Line	**Northern Parkway**
			Station / Offset	**300+20, 200' LT**
			Elevation	**--**

Remarks

NP / Landscape 300+20, 200' LT (299+65 to 300+35) Asphalt Repair 30" DIP Class 250 15 Tons

SIEVE ANALYSIS
AASHTO T30

SIEVE SIZE (in.)	(mm)	% PASS	SPECS
3"	75	**100**	
2 1/2"	63	**100**	
2"	50	**100**	
1 1/2"	38	**100**	
1"	25	**100**	100
3/4"	19	**98**	88-100
1/2"	12.5	**91**	78-92
3/8"	9.5	**81**	68-82
1/4"	6.25	**66**	
#4	4.75	**59**	51-65
#8	2.36	**42**	29-49
#10	2.00	**39**	
#16	1.18	**31**	
#30	.600	**23**	19-[illegible]
#40	.425	**18**	
#50	.300	**1[illegible]**	
#100	.150	**8**	
#200	.075	**5.6**	2.0-6.0

ASPHALT CONTENT
AASHTO T308

		SPEC
AC Content, Pb	**5.[illegible]**	4.0-5.4
Calibration Factor	**0.0[illegible]**	

MAXIMUM DENSITY (RICE)
AASHTO T209

Weight of Sample in Air, Wmm	**1052.4**
Volume of Voidless Mix, Vvm	**426.6**
Maximum SpG, Gmm	**2.467**
Maximum Density	**153.7**

MARSHALL COMPACTION
AASHTO T245

		SPEC
Bulk SpG, Gmb	**2.340**	
Bulk Density	**145.8**	
Stability		
Flow		

GYRATORY COMPACTION
AASHTO T312

		SPEC
Bulk SpG, Gmb @ N_{Max}		
Relative Density (to Gmm):		
@ $N_{Initial}$		
@ N_{Design}	**0.0**	
@ N_{Max}	**0.0**	

SPECIFIC GRAVITIES

Coarse Aggregate, Gc	
Fine Aggregate, Gf	
Combined Bulk, Gsb	
Asphalt, Gb	
Mineral Admixture, Gad	
Effective of Agg, Gse	

ADMIXTURE PROPERTIES

Admixture Type:	
% Mineral Admixture by Weight, Pad	
% Aggregate (w/o Admixture), Pa	
% Asphalt Absorption, Pba	

VOLUMETRIC ANALYSIS
AASHTO T269

		SPEC
Gmb @ N_{Design}		
% MA in Mix, Pma		
% Admixture in Mix, Pmx		
Volume of Aggregate, Vag		
Volume of Admixture, Vmx		
% Effective AC, Pbe		
Volume of Eff. Asphalt, Vbe		
Voids in MA, VMA		
Effective Voids, EV	**5.1**	2.8-6.2
% Voids Filled, VF		

THE SERVICES REFERRED TO HEREIN WERE PERFORMED IN ACCORDANCE WITH THE ASTM / AASHTO OR OTHER LOCAL STANDARD AS APPLICABLE FOR THE PROJECT. THESE RESULTS RELATE ONLY TO THE CONDITIONS OBSERVED OR THE SAMPLE(S) TESTED AS REFERENCED. QUALITY TESTING, LLC MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED.

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175 S. Hamilton Pl, Bldg 6 Suite 114
Gilbert, Arizona 85233
(480) 496-2000 • (480) 496-2001 FAX
www.qt-az.com

PROJECT SUMMARY

COMPRESSIVE STRENGTH OF LABORATORY CURED SPECIMENS

QT Project No	13029.02	Date of Report:	06-May-15
Client		Report Period:	1/1/2013 to 5/5/2015
Client Project No			
Project No	TT195		
Project Name	Northern Parkway Landscape		
Tracs No			

2500 psi Concrete

QT Log No	Project Sample No	Placement Date	Location	Age	Compressive Strength	Fracture Type	Strength Spec	Pass Fail	Remarks	Tested By
C-14297	C25-1	4/8/2014	Tee Connection, Pipe Collars	28 Days	4800	D	2500	Pass		Corey Clifford
C-14297	C25-1	4/8/2014	Tee Connection, Pipe Collars	28 Days	4780	D	2500	Pass		Corey Clifford

THE SERVICES REFERRED TO HEREIN WERE PERFORMED IN ACCORDANCE WITH THE ASTM / AASHTO OR OTHER LOCAL STANDARD AS APPLICABLE FOR THE PROJECT. THESE RESULTS RELATE ONLY TO THE CONDITION OBSERVED OF THE SAMPLE(S) TESTED AT THE TIME AND PLACE REFERENCED. QUALITY TESTING, LLC MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESSED OR

REVIEWED BY _____

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www.qt-az.com

PROJECT SUMMARY

PROCTOR AND GRADATION SUMMARY

QT Project No	**13029.02**	Date of Report	**06-May-15**
Client			
Client Project No			
Project No	**TT195**		
Project Name	**Northern Parkway Landscape**		

AB2 : Aggregate Base(Class 2)

QT Log No / Sample No	Sample Date	Material Source	Sample Location	Remarks / Tested By	Proctor Info	Max Den / % Opt Moist	Spec Grav / USCS	3"	2 1/2"	2"	1 1/2"	1"	3/4"	1/2"	3/8"	1/4"	#4	#8	#10	#16	#30	#40	#50	#100	#200	PI	pH	Resi
											100	[illegible]						35							0	0		
											100	100						55							8	3		
S-1-9604	05/07/14	Super Lite Block	Sarival Rd.	Split W/MCDOT	225	121.1		100	100	[illegible]	100	97	83	67	60	52	47	38	36	31	22	18	14	10	7.0	0		
AB2-1			38+50	Marco Solano	D	13.3					[illegible]	Pass						Pass							Pass	Pass		

BD : Bedding Material

QT Log No / Sample No	Sample Date	Material Source	Sample Location	Remarks / Tested By	Proctor Info	Max Den / % Opt Moist	Spec Grav / USCS	3"	2 1/2"	2"	1 1/2"	1"	3/4"	1/2"	3/8"	1/4"	#4	#8	#10	#16	#30	#40	#50	#100	#200	PI	pH	Resi
											100	90						35							0	0	6	2000
											100	100						80							8	8	12	
S-1-9428	02/14/14	Stockpile	--	Split W/MCDOT pH spec for "Metal Pipe"	24[illegible]	131.[illegible]	2.697	100	100	100	100	99	84	69	62	55	51	44	42	35	24	17	12	7	4.8	0	8	5636
BD-1			--	Marco Solano		[illegible].2					Pass	Pass						Pass							Pass	Pass	Pass	Pass

FA : Fine Aggregate

QT Log No / Sample No	Sample Date	Material Source	Sample Location	Remarks / Tested By	Proctor Info	Max Den / % Opt Moist	Spec Grav / USCS	3"	2 1/2"	2"	1 1/2"	1"	3/4"	1/2"	3/8"	1/4"	#4	#8	#10	#16	#30	#40	#50	#100	#200	PI	pH	Resi
															100		95			45			0	0	0			
															100		100			80			30	10	4			
S-1-9597	05/07/14	Legacy Sand	--	Median [illegible]er leveling sand. MCDOT [illegible] Correlation				100	100	100	100	100	100	100	100	100	100	87	84	70	43	29	16	4	1.6			
FA-1			40+0[illegible]	Marco Solano											Pass		Pass			Pass			Pass	Pass	Pass			

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MCDOT Closeout Checklist for Construction Contracts

TT#	Project No.	Project Name and Temini

	Document	Brief Description	Completed (Initial)	Does Not Apply
MCDOT Construction	Final Inspection and Letter of Substantial Completion	Verify completion of work and construction quality; communicate additional work requirements (punch list) to the contractor.		
	Pay Estimate (with final quantity adjustments)	Include "Final" for last payment with adjustment of quantities. If the contract has continuing items (e.g. landscape establishment) use "Final (except bid item . . .)".		
	Pay Item Overrun and Underrun Explanation	This report includes all bid items that vary from estimated quantity, and includes the quantity and cost difference. An explanation is required for a variance of 10% or more, or dollar amounts over $15,000.		
	Final Quantity Adjustment Change Order	This document compares as-built and bid quantities. Serves as change order for final contract amount.		
	Escrow or Retention Released	MCDOT sent release to bank for escrow, or Pay Estimate processed for retention.		
	Completion Report	Summary of project, summary of change orders, recommending acceptance, SBE Participation Summary, sealed and signed by the Resident Engineer.		
	Record Drawings	"Record Drawings - as-built" with Engineers seal and signature on cover sheet.		
	Materials Testing Plan	Materials testing plan showing the original plan and the actual testing done, signed by the Engineer.		
	Photo and Video Logs	All photos and video logs taken before, during and after completion of project submitted to MCDOT.		
	Project Files	Hard-copy files are complete and sorted properly. Transfer electronic files to the appropriate hard disc location and/or placed on a CD in hard-copy file.		
	Survey Monuments	Location and data for new or relocated monuments have been sent to MCDOT or FCD Survey Chief.		
	Shop Drawings & O&M Manuals	Submittals, O&M manuals, instructions submitted to MCDOT, also, required by the contract: spare parts for signals, irrigation systems, salvage items, etc.		
	Load Tickets	Sorted, bound, and labeled by lots/dates.		
Federal Aid Proejcts	Final Inspection	MCDOT PM, ADOT LPA Certification Acceptance Coordinator, ADOT UPM PM and FHWA Coordinator invited to final inspection.		
	Notification to ADOT LPA Certification Acceptance Coordinator/FHWA	Copy of Final Acceptance letter sent to MCDOT Federal Aid Coordinator (who will file and forward to ADOT/FHWA Coordinator for Payment).		
	Labor Documentation Summary	Summary of conformance to labor standards: includes employee interviews, payroll certifications, and evidence of restitution if there were underpaid employees.		
	Materials Final Closeout	A final materials closeout report requiring ADOT's Materials Group approval.		
	Record Drawings	"Record Drawings - as-built" with Engineers seal and signature on cover sheet provided to ADOT Federal-Aid Coordinator.		
	On Job Training Closeout	Training hours report and form must be provided to the MCDOT Federal-Aid coordinator.		
	Buy America	Buy America checklist for materials certificaions must be provided to the MCDOT Federal-Aid coordinator.		
TCE's and IGA's	IGA No.	Conditions specified in IGA has been satisfied.		
	TCE No.	Conditions specified in TCE has been satisfied.		
	Final Invoice to Partners	All cost-sharing partners have been invoiced for their final/total share of the project.		
Permits	Environmental Assessment	Mitigation measures completed according to EA. If exceptions, attach details.		
	SWPPP	Requirements have been completed and the contractor has sent the Notice of Termination sent to ADEQ or EPA (required for Indian Community land).		
	ADOT Access Permit	Permits requirements for working within ADOT R/W have been satisfied and the "Permit Closing" letter returned.		
	Corps of Engineers 404 Permit	Requirements satisfied and letter sent to COE closing the permit.		
	EPA Clean Water Act 401 Certification	Requirements have been satisfied.		
	City and Utility Permits	Applies where contractor must acquire a permit form a utility or city, as specified in the contract, and all permit requirements have been satisfied.		
	MCDOT Utility Permits	Applies where MCDOT consultant is responsible for permit inspection of utility company work within project limits; permits returned to MCDOT.		
	MCDOT ROW Permit	Permit form "Start/Completion/Emergency Notice" needs to be closed.		
Contractor	Consent of Surety	Provided by the contractor - signed by the authorized representative of the Surety with General Power of Attorney attached.		
	Affidavit	Completed and signed by the contractor.		
	Final SBE Report	Must show final amounts paid to these contractors		

Reviewed and Accepted	Chief Construction Engineer	Date

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Douglas A. Ducey, Governor
John S. Halikowski, Director
Scott Omer, Division Director

February 25, 2015

Clem Ligocki
Intergovernmental Branch Manager
Maricopa County Department of Transportation
2901 W. Durango Street
Phoenix, Arizona 85009

Subject: Oversight and Monitoring Project Review for Northern Parkway: Reems Road & Litchfield Road Overpass (SZ04701C)

Dear Mr. Ligocki:

In line with the Federal Highway Administration (FHWA) recent risk-based approach to oversight, the Arizona Department of Transportation (ADOT) Local Public Agency (LPA) Section will conduct project oversight at the Maricopa County Department of transportation (MCDOT) to review Certification Acceptance (CA) procedures on Project SZ04701C – Northern Parkway: Reems Road & Litchfield Road Overpass. The objective of this oversight review is to determine whether the construction project complies with federal and state laws, regulations, policies, and procedures.

The ADOT LPA Section Oversight and Monitoring Team has scheduled a meeting with your office on Wednesday, March 25th at 9:00AM for a project review. The team will include Charlene Neish (lead), Emily Christ, and Mary Navarrette. They will be reviewing the following documents on the project. To facilitate the review, please collect the information in advance and organize it in the following manner, tabbing each section to correspond with the list.

1. Executed construction contract, including addendums. Flag the following:
   - FHWA 1273
   - Environmental Mitigation Measures and Attachments
   - Buy America Provision
   - EEO Executive Order
   - DBE Special Provisions (EPRISE)
   - DBE Assurance
   - Title VI Assurances Appendix A and E
   - Wage Decision
2. Supplemental agreements (force accounts, change orders, and letters of agreement)
3. DBE goal assessment response letter
4. Authorization Form AZPR2X (for design, construction, and right-of-way, if applicable)
5. Notice to Proceed for the Contractor
6. Solicitation/Advertisement for three weeks
7. Clearance letters (environmental, utility, and right-of-way)
8. Documentation that the mitigation measures were completed
9. Certification Right-of-way Form and any conditional certification, if applicable
10. Utility agreements (Flag Buy America Provision)
11. Material testing (testing reports and certificate log)
12. Material technician certifications

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13. Buy America certifications
14. Apprentice/trainee certifications, if applicable
15. Certified payrolls or access to LCPtracker
16. Conformance requests, if applicable
17. Davis Bacon contractor and subcontractor interviews
18. Documentation that bulletin board contained required posters
19. Copy of the Title VI poster
20. CA Agency's inspector daily diaries
21. Flagger certifications, if applicable
22. DBE affidavits and bidders list
23. DBE Commercially Useful Function (CUF) documentation
24. Correspondence with BECO regarding DBE issues, if applicable
25. Recapitulation sheet
26. Subcontract agreements
27. CA authorization for subcontractor to perform work
28. Written preconstruction and progress meeting minutes
29. Three reimbursement requests with supporting documentation (Initial request and two additional, covering at least 3 months)
30. Independent Construction Review Form or documentation

The team will issue a draft report within 30 days following the project review. The draft report will summarize the observations and findings of the review. The Maricopa County Department of Transportation will be asked to review the draft and provide additional information, feedback, and action plans, as necessary. Any additional information will be incorporated into the final report. Results will be discussed with you at an exit conference to be scheduled at a later date.

Your time and assistance is greatly appreciated. If you have any questions or concerns, please do not hesitate to contact me at (602) 712-6[illegible] or seanderson@azdot.gov or Charlene Neish at (602) 712-8010 or cneish@azdot.gov

Sincerely,

Charlene Neish for

Susan E. Anderson, P.E., PTOE
Process Manager

c: Dallas Hammit, ADOT Deputy Director of Transportation and State Engineer
Steve Boschen, ADOT Senior Deputy State Engineer
Scott Omer, Division Director, ADOT Multimodal Planning Division
Bahram Dariush, Manager, ADOT Local Public Agency (LPA) Section
Trent Kelso, Manager, ADOT Urban Project Management (UPM) Group
Julie Gadbsy, Assistant District Engineer, ADOT Phoenix Construction District
Stephanie Wilhardt-Smith, ADOT Project Manager, UPM Group
Charlene Neish, Programmatic Oversight & Monitoring Manager, ADOT LPA Section
Natalie Clark, CA Coordinator, ADOT LPA Section
Emily Christ, LPA Compliance Manager, ADOT LPA Section

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APPENDIX G – CLOSEOUT DOCUMENTS

MCDOT Closeout Example G1
Exhibit A – Final Progress Estimate G5
Exhibit B – Final Quantity Adjustment Change Order G11
Exhibit C – Escrow Release G15
Exhibit D – Pay Item Overrun / Underrun Explanation G16
Exhibit E – Completion Report G20
Exhibit F – Materials Sampling Summary G23
Exhibit G – Transmittal letter for project files G26
Exhibit H & I– Consent of Surety G27
Exhibit J – Contractor Affidavit G30
Environmental Compliance Form G31
Certification of Performance and Payment of All Claims G32
Contractor's Performance Affidavit G33
Consent of Surety G34

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Section 2

MCDOT Project Closeout Checklist

In addition to the outlined closeout procedure listed herein, the following checklist should be reviewed for additional requirements:

Permit Closeout
Close the following as applicable to a given project:

- ADOT Right of Way Permit(s)
- Other permits as may be applicable

SWPPP Permit Closeout - Notice of Termination form to be properly filled out, signed, and mailed.

404 Permit - Closeout requires compliance with contract language for given project.

Materials Plan

- Check all materials testing results to confirm that the plan has been fully met.
- Completely fill out the Materials Testing Plan and sign it.

Intergovernmental Agreements (IGA)
Check wording and conditions of IGA(s) to assure that all terms and conditions have been met. If the IGA stipulates cost participation by another government agency, determine percentages and/or dollar value of participation cost as established by the agreement and provide that information to MCDOT with the request that MCDOT bill the agency for the cost in conformance with the terms of the IGA. Sometimes this may require a cost breakdown based on bid item unit prices, i.e. paving, curb, landscaping, etc. Other times it may be a lump sum amount. In any case, make sure that the terms of the IGA have been fulfilled and that the funding request is correctly worded and promptly submitted to MCDOT.

Federal Aid Projects
In addition to the above requirements, federal aid jobs require documentation showing conformance with labor standards requirements. This includes employee interviews, payroll certifications, and evidence of restitution where employees have been underpaid.

In addition, federal aid projects require the contractor to complete a "Statement of Materials and Labor." This form is included as Exhibit K of Contractor Submittals (see Section 3).

Project Files
Make certain project files are in order, properly indexed, and that all correspondence, test results, and other data are included. In essence, the files should be complete, indexed, and ready for an audit should one be required for the project.

MCDOT Closeout Checklist for Construction Contracts

TT#	Project No.	Project Name and Temini

	Document	Brief Description	Completed (Initial)	Does Not Apply
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	Pay Item Overrun and Underrun Explanation	This report includes all bid items that vary from estimated quantity, and includes the quantity and cost difference. An explanation is required for a variance of 10% or more, or dollar amounts over $15,000.		
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	Record Drawings	"Record Drawings - as-built" with Engineers seal and signature on cover sheet.		
	Materials Testing Plan	Materials testing plan showing the original plan and the actual testing done, signed by the Engineer.		
	Photo and Video Logs	All photos and video logs taken before, during and after completion of project submitted to MCDOT.		
	Project Files	Hard-copy files are complete and sorted properly. Transfer electronic files to the appropriate hard disc location and/or placed on a CD in hard-copy files.		
	Survey Monuments	Location and data for new or relocated monuments have been sent to MCDOT or FCD Survey Chief.		
	Shop Drawings & O&M Manuals	Submittals, O&M manuals, instructions submitted to MCDOT; also, if required by the contract: spare parts for signals, irrigation systems, salvage items, etc.		
	Load Tickets	Sorted, bound, and labeled by lots/dates.		
Federal Aid Proejcts	Final Inspection	MCDOT PM, ADOT LPA Certification Acceptance Coordinator, ADOT UPM PM and FHWA Coordinator invited to final inspection.		
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	Buy America	Buy America checklist for materials certificaions must be provided to the MCDOT Federal-Aid Coordinator.		
TCE's and IGA's	IGA No.	Conditions specified in IGA has been satisfied.		
	TCE No.	Conditions specified in TCE has been satisfied.		
	Final Invoice to Partners	All cost-sharing partners have been invoiced for their final/total share of the project.		
Permits	Environmental Assessment	Mitigation measures completed according to EA. If exceptions, attach details.		
	SWPPP	Requirements have been completed and the contractor has sent the Notice of Termination sent to ADEQ or EPA (required for Indian Community land).		
	ADOT Access Permit	Permits requirements for working within ADOT R/W have been satisfied and the "Permit Closing" letter returned.		
	Corps of Engineers 404 Permit	Requirements satisfied and letter sent to COE closing the permit.		
	EPA Clean Water Act 401 Certification	Requirements have been satisfied.		
	City and Utility Permits	Applies where contractor must acquire a permit form a utility or city, as specified in the contract, and all permit requirements have been satisfied.		
	MCDOT Utility Permits	Applies where MCDOT consultant is responsible for permit inspection of utility company work within project limits; permits returned to MCDOT.		
	MCDOT ROW Permit	Permit form "Start/Completion/Emergency Notice" needs to be closed.		
Contractor	Consent of Surety	Provided by the contractor - signed by the authorized representative of the Surety with General Power of Attorney attached.		
	Affidavit	Completed and signed by the contractor.		
	Final SBE Report	Must show final amounts paid to these contractors		

Reviewed and Accepted	Chief Construction Engineer	Date

Section 3

MCDOT PROJECT CLOSEOUT DOCUMENTS

The following documents must be completed and submitted to MCDOT to close out a MCDOT project. Examples of the described documents are included and are identified by the appropriate exhibit.

Engineer Submittals

* Final Progress Report Estimate – Add the word "Final" next to the estimate number if there is no landscape establishment period. Add "final, except for landscape establishment" if there is an establishment period for landscaping. Submittal of Final Progress Report Estimate must be accompanied by Final MBE/WBE Report. (Note that Exhibit A includes the cover page and all pages of the pay estimate.) — Exhibit A

* Accompanying the Final Progress Report Estimate must be the document titled "Final Quantity Adjustment Change Order." — Exhibit B

* Submitted concurrent with the Final Progress Report Estimate or within the next few days is the "Escrow of Cash Retention Release." This document is developed utilizing the cover sheet which goes with a Progress Report Estimate. It must have a subsequent estimate number, i.e., if Estimate No. 4 was the final payment, then the release document would be Estimate No. 5. Next to the estimate number are the words "Escrow Release" or "Retention Release" depending on whether funds are in escrow or are being held by the County. Under the line "Amount to be Paid this Estimate," either the amount held as cash retention is entered here or the words "Release of Funds Held in Escrow." — Exhibit C

* As part of the Final Progress Report Estimate, the Engineer must complete and submit a document titled "Pay Item Overrun/Underrun Explanation." In this document, each bid item that varies more than $15,000 or 10% must have an accompanying explanation giving the reason for the overrun or underrun. — Exhibit D

* The Engineer must also develop and submit a document titled "Completion Report," the first page of which gives the pertinent facts of the job, the second and subsequent pages provide a brief narrative of work progress, and a final statement recommending project acceptance. Note that the Project Engineer must sign and seal this document. — Exhibit E

* The Materials Testing Plan, which should have been developed at the beginning of the project, must be finalized, signed by the Engineer, and submitted to MCDOT. — Exhibit F

* As a concluding order of business, the project files must be put in proper order, identified, indexed, and turned over to MCDOT. Note that records of photos taken before and after construction are to be included in the project files. This submittal should be accompanied by a cover letter. — Exhibit G

* As part of project closeout, plans identified as "Record Drawings" must be submitted to MCDOT. The words "Record Drawings" are to be placed in large letters on each plan sheet and the Project Engineer must seal and sign each page just above the wording. Special projects like chip seal may require some document other than plans be sealed, but in any case, some document will serve as the record drawings or as-built document(s).

Section 3

MCDOT PROJECT CLOSEOUT DOCUMENTS

Contractor Submittals

* Accompanying the Final Progress Report Estimate and Release of Escrow – or funds held by the County – are four documents which must be submitted by the contractor. The first is titled "Consent of Surety." This document must have with it the "Power of Attorney" confirming the authorized signature is valid. — Exhibit H and Exhibit I

* The third document to be submitted by the contractor is tilted "Affidavit" which states that the contractor has fully performed all work required and that all claims have been paid. With the example project used in this booklet, there was a one year landscape establishment period and so the affidavit in this case is not submitted until the conclusion of the landscape establishment period. Note however that Exhibits H and I provides assurance that the surety will cover that "...final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the following named Owner, as set forth in said Surety company's bond." Consultants and others using this booklet should be aware that procedures may change and future projects may require a separate bond for the landscape establishment period which would require the contractor to submit an affidavit at the completion of construction instead of at the conclusion of the landscape establishment period. — Exhibit J

* The contractor must also submit the final MBE/WBE report. This report must be marked "Final" and must show total contract amount(s) paid to all MBE/WBE firms utilized under the subject MCDOT contract. This report is to accompany the Final Progress Report Estimate.

EXHIBIT A

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
PROGRESS REPORT ESTIMATE

Estimate No 12 Final (Except for Bid Item 430.01001 Landscape Establishment) Date: 7/13/2006
Project Gilbert Road, McDowell Road - SR87 Work Order No: 68957

Date Started 7/18/2005
Contractor : J. Banicki Construction, Inc.

Date Completed:
Address: 1009 W. Broadway Rd., Ste C
Tempe, Arizona 85282

Percent Complete: 101%

Contractual
Completion Date:

JOB NUMBER: TT081
ACTIVITY CODE: RDCS
OBJECT CODE: 940-00
CREW: 4000
LOW ORG: 6440

MCDOT Accounting Only
C-64-03-230-5
2005-16

See Attached

MCDOT
Proofed
Checked

TOTAL EARNED BY CONTRACTOR	$11,598,254.41
LESS 0 % RETAINED/ESCROW	$0.00
NET AMOUNT DUE CONTRACTOR	$11,598,254.41

DEDUCT PREVIOUS PAYMENTS	$11,374,493.99
OTHER DEDUCTIONS	
TOTAL DEDUCTIONS	$11,374,493.99

AMOUNT TO BE PAID THIS ESTIMATE **$223,760.42**

The undersigned Contractor certifies that the work covered by this application for payment has been completed in accordance with the Contract Documents, and, pursuant to A.R.S. 34-221, the Contractor has applied the proceeds of previous payments to pay all subcontractors and material suppliers then due and owing.

Prepared by _____ Date _____
ABC Consulting

Contractor _____ Date _____
J. Banicki Construction, Inc.

Submitted by _____ Date _____
Construction Engineer

Approved By _____ Date _____
Division Manager, Project Management & Construction

Pay Estimate

MONTHLY PROGRESS ESTIMATE

PAY ESTIMATE # 12 Final (Except for Bid Item 430.01001 Landscape Establishment)

DATE: 7/13/2006

PROJECT: Gilbert Road, McDowell Road - SR87

Owner: Maricopa County Department Of Transportation

Contractor : J. Banicki Construction, Inc.

Prepared by : *ABC Consulting*

MCDOT W.O. # 68957

Contract time: 300 Days

N.T.P. 7/18/2005

Bid Item	Item Description	Est. Quant.	Unit	Unit Price ($)	Contract Amount ($)	Prev Qty	This Est. Qty	To Date Quantity	This Estim. ($)	To Date Total ($)	% Compl.
104.04000	Partnering	1	Allow	$10,000.00	$10,000.00	0.37		0.37	$0.00	$3,680.40	37%
107.02000	N.P.D.E.S.	1	LS	$36,000.00	$36,000.00	1.00		1.00	$0.00	$36,000.00	100%
107.02100	Environmental Mitigation Compliance	1	LS	$60,000.00	$60,000.00	1.00		1.00	$0.00	$60,000.00	100%
107.02200	404 Permit Compliance	1	LS	$25,000.00	$25,000.00	1.00		1.00	$0.00	$25,000.00	100%
107.15000	Community Relations Support	1	Allow	$10,000.00	$10,000.00	0.12		0.12	$0.00	$1,159.93	12%
109.09000	Mobilization/Demobilization	1	LS	$425,000.00	$425,000.00	1.00		1.00	$0.00	$425,000.00	100%
111.02000	Type II Engineer's Field Office	1	LS	$30,000.00	$30,000.00	1.00		1.00	$0.00	$30,000.00	100%
112.10000	Trainees, approved Training Program	1000	HOUR	$0.80	$800.00	1082.00		1082.00	$0.00	$865.60	108%
205.01150	Roadway Excavation	189066	CM	$14.00	$2,646,924.00	183500.00		183500.00	$0.00	$2,569,000.00	97%
206.01000	Structural Excavation	239	CM	$9.00	$2,151.00	202.00		202.00	$0.00	$1,818.00	85%
206.40000	Structural Backfill	71	CM	$44.00	$3,124.00	71.00		71.00	$0.00	$3,124.00	100%
211.01000	Fill Construction	215887	CM	$2.00	$431,774.00	284600.00		284600.00	$0.00	$569,200.00	132%
215.01100	Channel Excavation	47903	CM	$2.50	$119,757.50	48600.00		48600.00	$0.00	$121,500.00	101%
221.20000	Gabion Mattress	217	CM	$275.00	$59,675.00	297.00	8.70	305.70	$2,392.50	$84,067.50	141%
301.01000	Subgrade Preparation	101518	SM	$1.00	$101,518.00	93302.00		93302.00	$0.00	$93,302.00	92%
310.03000	Aggregate Base Course	40509	Tonne	$15.00	$607,635.00	44240.40		44240.40	$0.00	$663,606.00	109%
321.01300	Asphalt Concrete Pavement (19mm Mix)	25999	Tonne	$45.00	$1,169,955.00	26945.90		26945.90	$0.00	$1,212,565.50	104%
321.05000	Rideability	1	Allow	$85,000.00	$85,000.00	0.16		0.16	$0.00	$13,642.17	16%
325.03700	Rubberized Asphaltic Concrete Pavement	5406	Tonne	$75.00	$405,450.00	5738.40		5738.40	$0.00	$430,380.00	106%
329.02000	Bituminous Tack Coat	77	Tonne	$350.00	$26,950.00	54.40		54.40	$0.00	$19,040.00	71%
337.02000	Price Adjustment for Bituminous Material	1	Allow	$218,000.00	$218,000.00	0.38	0.45	0.83	$98,391.51	$181,671.14	83%
340.01110	Vertical Curb and Gutter, MAG Det. 220, Ty	3034	M	$40.00	$121,360.00	3075.00	41.00	3116.00	$1,640.00	$124,640.00	103%
340.01120	Concrete Ribbon Curb, MAG Det 220, Type	533	M	$45.00	$23,985.00	565.00		565.00	$0.00	$25,425.00	106%
340.01210	Concrete Sidewalk, MAG Std Det 230	3684	SM	$32.00	$117,888.00	3723.00		3723.00	$0.00	$119,136.00	101%
340.01330	Sidewalk Ramp, Special Detail A	16	EA	$1,000.00	$16,000.00	19.00		19.00	$0.00	$19,000.00	119%
340.01400	Concrete Driveway	18	SM	$50.00	$900.00	26.00		26.00	$0.00	$1,300.00	144%
340.01410	Driveway Entrance, MAG 250 (Residential)	294	SM	$50.00	$14,700.00	303.60		303.60	$0.00	$15,180.00	103%
340.02550	Embankment Spillway MAG Det 550	1	EACH	$6,000.00	$6,000.00	1.00		1.00	$0.00	$6,000.00	100%
345.00000	Utility Adjustments	1	LS	$5,000.00	$5,000.00	1.00		1.00	$0.00	$5,000.00	100%

Pay Estimate

Bid Item	Item Description	Est. Quant.	Unit	Unit Price ($)	Contract Amount ($)	Prev Qty	This Est. Qty	To Date Quantity	This Estim. ($)	To Date Total ($)	% Compl.
345.01200	Adjust Water Valve Box & Cover, MAG Det	9	EACH	$250.00	$2,250.00	21.00		21.00	$0.00	$5,250.00	233%
345.01501	Water Meter and Vault, City of Mesa M-27.1	1	EACH	$10,000.00	$10,000.00	0.00		0.00	$0.00	$0.00	0%
350.01000	Removal of Existing Improvements	1.00000	SL	$5,000.00	$5,000.00	1.00		1.00	$0.00	$5,000.00	100%
350.02155	Remove Existing Asbestos Cement Pipe	57	M	$55.00	$3,135.00	134.00		134.00	$0.00	$7,370.00	235%
350.07500	Removal of Existing Pavement	27380	SM	$1.00	$27,380.00	27380.00		27380.00	$0.00	$27,380.00	100%
350.01800	Remove Existing Concrete Curb and Gutter	575	M	$8.00	$4,600.00	712.00		712.00	$0.00	$5,696.00	124%
350.02151	Remove Existing Water Vault and Meter	1	EACH	$1,400.00	$1,400.00	2.00		2.00	$0.00	$2,800.00	200%
351.11000	Relocate Mailbox	3	EACH	$90.00	$270.00	1.00		1.00	$0.00	$90.00	33%
351.11001	Relocate Existing Street Light Poles	2	EACH	$3,000.00	$6,000.00	2.00		2.00	$0.00	$6,000.00	100%
401.01000	Traffic Control	1	LS	$200,000.00	$200,000.00	1.00		1.00	$0.00	$200,000.00	100%
401.01100	Uniformed Off-Duty Officer	1	Allow	$10,000.00	$10,000.00	2.03		2.03	$0.00	$20,303.15	203%
405.01000	Survey Marker, MAG Det. 120-2, Type D	5	EACH	$120.00	$600.00	5.00		5.00	$0.00	$600.00	100%
405.01100	Survey Marker, MAG Det. 120-2, Type E	4	EACH	$300.00	$1,200.00	4.00		4.00	$0.00	$1,200.00	100%
420.03000	Single Gate, Type I, ADOT Dwg. C-12.10	3	EACH	$800.00	$2,400.00	2.00		2.00	$0.00	$1,600.00	67%
421.15000	Barb Wire Fence, (Game Fence), ADOT Dw	3020	M	$7.00	$21,140.00	2789.00		2789.00	$0.00	$19,523.00	92%
430.00001	Raised Planter, Special Detail E	5	EACH	$5,000.00	$25,000.00	6.00		6.00	$0.00	$30,000.00	120%
430.00100	Tree (24" Box)	229	EACH	$200.00	$45,800.00	179.00		179.00	$0.00	$35,800.00	78%
430.00150	Tree (36" Box)	1	EACH	$600.00	$600.00	1.00		1.00	$0.00	$600.00	100%
430.00200	Shrub (1 Gallon)	2658	EACH	$7.50	$19,935.00	2574.00		2574.00	$0.00	$19,305.00	97%
430.00300	Shrub (5 Gallon)	2452	EACH	$15.00	$36,780.00	2298.00		2298.00	$0.00	$34,470.00	94%
430.00400	Tree (15 Gallon)	247	EACH	$80.00	$19,760.00	205.00		205.00	$0.00	$16,400.00	83%
430.00500	Cacti and Accent (3 Gallon)	274	EACH	$17.00	$4,658.00	228.00		228.00	$0.00	$3,876.00	83%
430.00501	Cacti and Accent (5 Gallon)	888	EACH	$25.00	$22,200.00	926.00		926.00	$0.00	$23,150.00	104%
430.00502	4'-6' Saguaro Spear	18	EACH	$600.00	$10,800.00	18.00		18.00	$0.00	$10,800.00	100%
430.00503	Ocotillo (6-8 Canes)	59	EACH	$60.00	$3,540.00	59.00		59.00	$0.00	$3,540.00	100%
430.01001	Landscape Establishment one (1) year	1	LS	$20,000.00	$20,000.00	0.09	0.09	0.17	$1,700.00	$3,400.00	17%
430.05500	Native Reseeding	52682	SM	$1.00	$52,682.00	120256.00		120256.00	$0.00	$120,256.00	228%
430.05700	1/2" Screened Decomposed Granite	19392	SM	$4.00	$77,568.00	21213.00		21213.00	$0.00	$84,852.00	109%
430.05800	1/4" Minus Decomposed Granite	2694	SM	$12.00	$32,328.00	2598.00		2598.00	$0.00	$31,176.00	96%
430.06000	Horse Tie Ups	2	EACH	$600.00	$1,200.00	0.00		0.00	$0.00	$0.00	0%
430.07000	Split Rail Vinyl Fencing - 2 Rail	319	LM	$30.00	$9,570.00	322.00		322.00	$0.00	$9,660.00	101%
430.07001	Split Rail Vinyl Fencing - 3 Rail	800	LM	$36.00	$28,800.00	870.00		870.00	$0.00	$31,320.00	109%
430.08000	Concrete Header	923	LM	$20.00	$18,460.00	694.00		694.00	$0.00	$13,880.00	75%
440.05000	Automatic Drip Irrigation System	1	LS	$160,000.00	$160,000.00	1.00		1.00	$0.00	$160,000.00	100%
460.01100	Remove Painted Symbol (Left Turn Arrow)	13	EACH	$60.00	$780.00	3.00		3.00	$0.00	$180.00	23%
460.02000	Remove Thermoplastic Stripe	9851	LM	$2.00	$19,702.00	10821.00		10821.00	$0.00	$21,642.00	110%
460.03000	Remove Raised Pavement Marker	107	EACH	$1.20	$128.40	425.00		425.00	$0.00	$510.00	397%
461.01100	100mm (4") White Traffic Paint Stripe	17993	M	$0.20	$3,598.60	12874.00		12874.00	$0.00	$2,574.80	72%
461.01200	100mm (4") Yellow Traffic Paint Stripe	16658	M	$0.20	$3,331.60	12948.00		12948.00	$0.00	$2,589.60	78%

Pay Estimate

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462.01100	100 mm (4") White Thermoplastic Traffic St	17993	M	$0.50	$8,996.50	15526.00		15526.00	$0.00	$7,763.00	86%
462.01200	100 mm (4") Yellow Thermoplastic Traffic S	16658	M	$0.50	$8,329.00	13169.00		13169.00	$0.00	$6,584.50	79%
462.01510	Thermoplastic Pavement Arrow	22	EACH	$110.00	$2,420.00	25.00		25.00	$0.00	$2,750.00	114%
463.01100	Reflectorized Raised Pavement Marker (Typ	926	EACH	$3.50	$3,241.00	974.00		974.00	$0.00	$3,409.00	105%
463.01200	Reflectorized Raised Pavement Marker (Typ	1271	EACH	$3.50	$4,448.50	1272.00		1272.00	$0.00	$4,452.00	100%
463.01300	Reflectorized Raised Pavement Marker (Typ	148	EACH	$3.50	$518.00	150.00		150.00	$0.00	$525.00	101%
464.02000	Perforated Sign Posts	114	M	$30.00	$3,420.00	130.10		130.10	$0.00	$3,903.00	114%
464.02001	Perforated Sign Post Foundation, MCDOT D	33	EACH	$80.00	$2,640.00	37.00		37.00	$0.00	$2,960.00	112%
465.01001	Flat Sheet Aluminium Sign Panels - Enginee	27	SM	$220.00	$5,940.00	28.00		28.00	$0.00	$6,160.00	104%
465.01003	Flat Sheet Aluminium Sign Panels - Diamon	12	SM	$260.00	$3,120.00	14.40		14.40	$0.00	$3,744.00	120%
471.60043	No. 3 ½ Pull Box	10	EACH	$190.00	$1,900.00	10.00		10.00	$0.00	$1,900.00	100%
471.60045	No. 5 Pull Box	56	EACH	$250.00	$14,000.00	63.00		63.00	$0.00	$15,750.00	113%
471.60047	No. 7 Pull Box	6	EACH	$320.00	$1,920.00	6.00		6.00	$0.00	$1,920.00	100%
471.60057	No. 7 Pull Box w/Etension	2	EACH	$400.00	$800.00	2.00		2.00	$0.00	$800.00	100%
471.60059	No. 9 Pull Box	3	EACH	$1,700.00	$5,100.00	3.00		3.00	$0.00	$5,100.00	100%
471.61112	Sch. 40 PVC Electrical Conduit, 50 mm (2")	493	M	$24.00	$11,832.00	632.00		632.00	$0.00	$15,168.00	128%
471.61112	Sch. 40 PVC Electrical Conduit, 50 mm (2")	4608	M	$20.00	$92,160.00	2102.00		2102.00	$0.00	$42,040.00	46%
471.61312	Sch. 40 PVC Electrical Conduit, 76mm (3")	693	M	$18.00	$12,474.00	686.00		686.00	$0.00	$12,348.00	99%
472.61100	Pole Foundation, Type A	4	EACH	$500.00	$2,000.00	4.00		4.00	$0.00	$2,000.00	100%
472.61300	Pole Foundation, Type J or Q	2	EACH	$1,200.00	$2,400.00	2.00		2.00	$0.00	$2,400.00	100%
472.61400	Pole Foundation, Type K or R	6	EACH	$1,200.00	$7,200.00	6.00		6.00	$0.00	$7,200.00	100%
472.62020	Service Pedestal Foundation, Type SP	2	EACH	$500.00	$1,000.00	2.00		2.00	$0.00	$1,000.00	100%
472.63000	Cabinet Foundation, Type P	2	EACH	$500.00	$1,000.00	2.00		2.00	$0.00	$1,000.00	100%
473.61000	1.8 m x 1.8 m (6' X 6') Detector Loop	14	EACH	$270.00	$3,780.00	15.00	(1.00)	14.00	($270.00)	$3,780.00	100%
473.62000	1.8 m x 6.1 m (6' X 20') Quadrupole Loop	1	EACH	$450.00	$450.00	1.00		1.00	$0.00	$450.00	100%
473.64000	1.8 m x 12 m (6' X 40') Quadrupole Loop	4	EACH	$550.00	$2,200.00	4.00		4.00	$0.00	$2,200.00	100%
473.65000	1.8 m x 15 m (6' X 50') Quadrupole Loop	11	EACH	$600.00	$6,600.00	7.00		7.00	$0.00	$4,200.00	64%
474.60100	Type A Signal Pole	4	EACH	$650.00	$2,600.00	4.00		4.00	$0.00	$2,600.00	100%
474.60570	Type Q Signal Pole w/ 4.6m (35') Mast Arm	2	EACH	$6,500.00	$13,000.00	2.00		2.00	$0.00	$13,000.00	100%
474.60702	Type R Signal Pole w/ 50' Mast Arm	4	EACH	$10,000.00	$40,000.00	4.00		4.00	$0.00	$40,000.00	100%
474.60703	Type R Signal Pole w/ 55' Mast Arm	2	EACH	$11,000.00	$22,000.00	2.00		2.00	$0.00	$22,000.00	100%
474.63000	Pedestrian Push Button w/ Sign	16	EACH	$220.00	$3,520.00	16.00		16.00	$0.00	$3,520.00	100%
475.61100	Electrical Service Pedestal (S-203-3m)	2	EACH	$1,200.00	$2,400.00	2.00		2.00	$0.00	$2,400.00	100%
475.62000	Signal Control Cabinet, Type P (S-203-2m)	2	EACH	$23,000.00	$46,000.00	2.00		2.00	$0.00	$46,000.00	100%
476.61211	12" Signal Indication, Type 'F' Signal Face,	10	EACH	$850.00	$8,500.00	10.00		10.00	$0.00	$8,500.00	100%
476.61212	12" Signal Indication, Type 'F' Signal Face,	16	EACH	$800.00	$12,800.00	16.00		16.00	$0.00	$12,800.00	100%
476.61231	12" Signal Indication, Type 'Q' Signal Face	4	EACH	$1,200.00	$4,800.00	4.00		4.00	$0.00	$4,800.00	100%
476.61232	12" Signal Indication, Type 'Q' Signal Face	4	EACH	$1,100.00	$4,400.00	4.00		4.00	$0.00	$4,400.00	100%
476.62002	Pedestrian Signal w/ Side Mount	16	EACH	$500.00	$8,000.00	16.00		16.00	$0.00	$8,000.00	100%

Pay Estimate

Bid Item	Item Description	Est. Quant.	Unit	Unit Price ($)	Contract Amount ($)	Prev Qty	This Est. Qty	To Date Quantity	This Estim. ($)	To Date Total ($)	% Compl.
477.61100	Luminaire, 15' Mast Arm	1	EACH	$400.00	$400.00	1.00		1.00	$0.00	$400.00	100%
477.61200	Luminaire, 20' Mast Arm	7	EACH	$800.00	$5,600.00	7.00		7.00	$0.00	$5,600.00	100%
477.82500	250 Watt HPS Luminaire (Horizontal Mount	8	EACH	$350.00	$2,800.00	8.00		8.00	$0.00	$2,800.00	100%
478.01000	Electrical Conductors	1	LS	$14,000.00	$14,000.00	1.00		1.00	$0.00	$14,000.00	100%
481.40435	Multi Duct Conduit QuadDuct/4-50mm(4-2'	811	M	$45.00	$36,495.00	778.00		778.00	$0.00	$35,010.00	96%
505.01300	Class A Concrete	78	CM	$500.00	$39,000.00	57.00		57.00	$0.00	$28,500.00	73%
505.02100	Reinforcing Steel	4297	KG	$2.00	$8,594.00	3569.00		3569.00	$0.00	$7,138.00	83%
505.18001	Retaining Wall, ADOT B-18.50	22	SM	$440.00	$9,680.00	23.00		23.00	$0.00	$10,120.00	105%
505.10115	Catch Basin - ADOT Det C-15.20, Type 3, I	7	EACH	$1,500.00	$10,500.00	9.00		9.00	$0.00	$13,500.00	129%
505.10151	Catch Basin - MAG Det 535, Type F, Modif	19	EACH	$1,700.00	$32,300.00	20.00		20.00	$0.00	$34,000.00	105%
505.11115	Catch Basin - ADOT Det C-15.20, Type 3, I	1	EACH	$2,400.00	$2,400.00	1.00		1.00	$0.00	$2,400.00	100%
505.12115	Catch Basin - ADOT Det C-15.20, Type 3, I	1	EACH	$3,700.00	$3,700.00	1.00		1.00	$0.00	$3,700.00	100%
505.13115	Catch Basin - ADOT Det C-15.20, Type 3, I	4	EACH	$4,200.00	$16,800.00	4.00		4.00	$0.00	$16,800.00	100%
505.14115	Catch Basin - ADOT Det C-15.20, Type 3, I	6	EACH	$6,300.00	$37,800.00	6.00		6.00	$0.00	$37,800.00	100%
510.00002	CMU Wall , Special Detail F and Miscellane	2632	SM	$210.00	$552,720.00	2641.80		2641.80	$0.00	$554,778.00	100%
510.00003	CMU Screen Wall, ADOT B-30.20 (Walls 7	1988	SM	$210.00	$417,480.00	2000.50	0.80	2001.30	$168.00	$420,273.00	101%
510.00004	CMU Screen Wall, ADOT B-30.20 (Walls 1	1445	SM	$210.00	$303,450.00	1631.70		1631.70	$0.00	$342,657.00	113%
515.30200	Access Barrier Gate - ADOT C-13.75	1	EACH	$900.00	$900.00	1.00		1.00	$0.00	$900.00	100%
523.71336	Headwall, ADOT Std B-11.11 (Six-Barrel)	2	EACH	$6,900.00	$13,800.00	2.00		2.00	$0.00	$13,800.00	100%
610.02006	150 mm (6") Ductile Iron Pipe Waterline w/	68	M	$400.00	$27,200.00	44.50		44.50	$0.00	$17,800.00	65%
610.02008	200 mm (8") Ductile Iron Pipe Waterline w/	42	M	$550.00	$23,100.00	42.00		42.00	$0.00	$23,100.00	100%
610.05101	Vertical Realign Waterline - MAG 303 & 40	7	EACH	$5,500.00	$38,500.00	4.00		4.00	$0.00	$22,000.00	57%
610.08500	Relocate Fire Hydrant, Mag Det. 360 & 362	3	EACH	$9,500.00	$28,500.00	3.00		3.00	$0.00	$28,500.00	100%
610.10521	Remove & Replace Water Meter, Box & Cov	4	EACH	$1,200.00	$4,800.00	7.00		7.00	$0.00	$8,400.00	175%
618.01036	End Section for 900 mm pipe, MAG Det 545	2	EACH	$2,300.00	$4,600.00	2.00		2.00	$0.00	$4,600.00	100%
618.20236	900 mm(36") RGRCP, Class II	16	M	$430.00	$6,880.00	17.00		17.00	$0.00	$7,310.00	106%
618.20248	1200 mm(48") RGRCP, Class II	24	M	$570.00	$13,680.00	33.00		33.00	$0.00	$18,810.00	138%
618.20318	450mm(18") Concrete Pipe RGRCP Class II	513	M	$300.00	$153,900.00	563.70		563.70	$0.00	$169,110.00	110%
618.20324	600mm(24") Concrete Pipe RGRCP Class II	325	M	$240.00	$78,000.00	474.10		474.10	$0.00	$113,784.00	146%
618.20330	750mm(30") Concrete Pipe RGRCP Class II	228	M	$250.00	$57,000.00	225.80		225.80	$0.00	$56,450.00	99%
618.20342	1050mm(42") Concrete Pipe RGRCP Class I	80	M	$450.00	$36,000.00	81.00		81.00	$0.00	$36,450.00	101%
618.20348	1200mm(48") Concrete Pipe RGRCP Class I	105	M	$500.00	$52,500.00	104.70		104.70	$0.00	$52,350.00	100%
618.20354	1350mm(54") Concrete Pipe RGRCP Class I	165	M	$590.00	$97,350.00	164.80		164.80	$0.00	$97,232.00	100%
618.20360	1500mm(60") Concrete Pipe RGRCP Class I	474	M	$650.00	$308,100.00	474.20		474.20	$0.00	$308,230.00	100%
618.20366	1650mm(66") Concrete Pipe RGRCP Class I	593	M	$800.00	$474,400.00	595.20		595.20	$0.00	$476,160.00	100%
618.60075	750 mm x 450 mm Pipe "T" Section	2	EACH	$700.00	$1,400.00	2.00		2.00	$0.00	$1,400.00	100%
618.60105	1050mm x 450 mm Pipe "T" Section	1	EACH	$700.00	$700.00	1.00		1.00	$0.00	$700.00	100%
618.60120	1220 mm x 450 mm Pipe "T" Section	2	EACH	$700.00	$1,400.00	2.00		2.00	$0.00	$1,400.00	100%
618.60122	1220 mm x 610 mm Pipe "T" Section	1	EACH	$700.00	$700.00	1.00		1.00	$0.00	$700.00	100%

Pay Estimate

Bid Item	Item Description	Est. Quant.	Unit	Unit Price ($)	Contract Amount ($)	Prev Qty	This Est. Qty	To Date Quantity	This Estim. ($)	To Date Total ($)	% Compl.
618.60135	1350 mm x 450 mm Pipe "T" Section	4	EACH	$700.00	$2,800.00	4.00		4.00	$0.00	$2,800.00	100%
618.60153	1500 mm x 450 mm Pipe "T" Section	5	EACH	$700.00	$3,500.00	5.00		5.00	$0.00	$3,500.00	100%
618.60152	1650 mm x 450 mm Pipe "T" Section	2	EACH	$700.00	$1,400.00	2.00		2.00	$0.00	$1,400.00	100%
618.60152	1650 mm x 610 mm Pipe "T" Section	1	EACH	$700.00	$700.00	1.00		1.00	$0.00	$700.00	100%
621.51190	1220 mm (48") CMP	2	M	$570.00	$1,140.00	0.00		0.00	$0.00	$0.00	0%
623.11118	Headwall, 450mm(18") "Straight", MAG De	1	EACH	$2,000.00	$2,000.00	1.00		1.00	$0.00	$2,000.00	100%
623.13366	Headwall, Outlet (1:1 1/2), MAG Det 501-3	1	EACH	$8,600.00	$8,600.00	1.00		1.00	$0.00	$8,600.00	100%
623.21624	Headwall, ADOT Std B-11.11 (Six-Barrel)	2	EACH	$7,000.00	$14,000.00	2.00		2.00	$0.00	$14,000.00	100%
625.01101	Storm Drain Manhole, COP 1520 & MAG D	6	EACH	$3,200.00	$19,200.00	6.00		6.00	$0.00	$19,200.00	100%
625.01102	Storm Drain Pressure Manhole COP 1520 &	5	EACH	$3,500.00	$17,500.00	5.00		5.00	$0.00	$17,500.00	100%
625.01201	Storm Drain Manhole, COP 1560 & MAG D	10	EACH	$5,400.00	$54,000.00	11.00		11.00	$0.00	$59,400.00	110%
625.01202	Storm Drain Pressure Manhole COP 1560 &	1	EACH	$5,100.00	$5,100.00	1.00		1.00	$0.00	$5,100.00	100%
630.01112	Gate Valve, Box & Cover 300mm(12")	2	EACH	$2,200.00	$4,400.00	0.00		0.00	$0.00	$0.00	0%
C.O. 1 - 01	Change Order No. 1	1	L.S.	$11,827.19	$11,827.19	0.83		0.83	$0.00	$9,825.58	83%
C.O. 2	Change Order No. 2	1	L.S.	$31,785.42	$31,785.42	1.00		1.00	$0.00	$31,785.42	100%
C.O. 3	Change Order No. 3	1	L.S.	$134,401.61	$134,401.61	1.00		1.00	$0.00	$134,401.61	100%
C.O. 4	Change Order No. 4	1	L.S.	$73,958.67	$73,958.67	1.00		1.00	$0.00	$73,958.67	100%
C.O. 5	Change Order No. 5	1	L.S.	$58,980.73	$58,980.73	0.00	1.00	1.00	$58,980.73	$58,980.73	100%
C.O. 7	Change Order No. 7	1	L.S.	$13,817.11	$13,817.11	0.00	1.00	1.00	$13,817.11	$13,817.11	100%
Temp	Restore Temporary Deduction from Pay Estimate No. 11								$46,940.57		
									$223,760.42	$11,598,254.41	
								Sub Total:	$223,760.42	$11,598,254.41	
						$0.00	0%		$0.00		
				Revised Contract Amount:	$11,447,291.83			This Estimate:	$223,760.42		
				Contact time used:		120%					
									Total to Date:	$11,598,254.41	
				Contract Completed:		101%					

Appendix G

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MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
FINAL QUANTITY ADJUSTMENT CHANGE ORDER

Date: 7/13/2006

Contractor: J. Banicki Construction, Inc.

Work Order: 68957

Project: Gilbert Road, McDowell Road - SR87

Bid Item	Item Description	Estimate Quantity	Unit	As-Built Quantity	Difference	Unit Price	Difference
104.04000	Partnering	1	Allow	0.37	-0.63	$10,000.00	($6,319.60)
107.02000	N.P.D.E.S.	1	LS	1.00	0.00	$36,000.00	$0.00
107.02100	Environmental Mitigation Compliance	1	LS	1.00	0.00	$60,000.00	$0.00
107.02200	404 Permit Compliance	1	LS	1.00	0.00	$25,000.00	$0.00
107.15000	Community Relations Support	1	Allow	0.12	-0.88	$10,000.00	($8,840.07)
109.09000	Mobilization/Demobilization	1	LS	1.00	0.00	$425,000.00	$0.00
111.02000	Type II Engineer's Field Office	1	LS	1.00	0.00	$30,000.00	$0.00
112.10000	Trainees, approved Training Program	1000	HOUR	1082.00	82.00	$0.80	$65.60
205.01150	Roadway Excavation	189066	CM	183500.00	-5566.00	$14.00	($77,924.00)
206.01000	Structural Excavation	239	CM	202.00	-37.00	$9.00	($333.00)
206.40000	Structural Backfill	71	CM	71.00	0.00	$44.00	$0.00
211.01000	Fill Construction	215887	CM	284600.00	68713.00	$2.00	$137,426.00
215.01100	Channel Excavation	47903	CM	48600.00	697.00	$2.50	$1,742.50
221.20000	Gabion Mattress	217	CM	305.70	88.70	$275.00	$24,392.50
301.01000	Subgrade Preparation	101518	SM	93302.00	-8216.00	$1.00	($8,216.00)
10.03000	Aggregate Base Course	40509	Tonne	44240.40	3731.40	$15.00	$55,971.00
321.01300	Asphalt Concrete Pavement (19mm Mix)	25999	Tonne	26945.90	946.90	$45.00	$42,610.50
321.05000	Rideability	1	Allow	0.16	-0.84	$85,000.00	($71,357.83)
325.03700	Rubberized Asphaltic Concrete Pavement	5406	Tonne	5738.40	332.40	$75.00	$24,930.00
329.02000	Bituminous Tack Coat	77	Tonne	54.40	-22.60	$350.00	($7,910.00)
337.02000	Price Adjustment for Bituminous Material	1	Allow	0.83	-0.17	$218,000.00	($36,328.86)
340.01110	Vertical Curb and Gutter, MAG Det. 220, Type A, H=	3034	M	3116.00	82.00	$40.00	$3,280.00
340.01120	Concrete Ribbon Curb, MAG Det 220, Type B	533	M	565.00	32.00	$45.00	$1,440.00
340.01210	Concrete Sidewalk, MAG Std Det 230	3684	SM	3723.00	39.00	$32.00	$1,248.00
340.01330	Sidewalk Ramp, Special Detail A	16	EA	19.00	3.00	$1,000.00	$3,000.00
340.01400	Concrete Driveway	18	SM	26.00	8.00	$50.00	$400.00
340.01410	Driveway Entrance, MAG 250 (Residential)	294	SM	303.60	9.60	$50.00	$480.00
340.02550	Embankment Spillway MAG Det 550	1	EACH	1.00	0.00	$6,000.00	$0.00
345.00000	Utility Adjustments	1	LS	1.00	0.00	$5,000.00	$0.00
345.01200	Adjust Water Valve Box & Cover, MAG Det. 391-1-/	9	EACH	21.00	12.00	$250.00	$3,000.00
345.01501	Water Meter and Vault, City of Mesa M-27.1 and M-:	1	EACH	0.00	-1.00	$10,000.00	($10,000.00)
350.01000	Removal of Existing Improvements	1.00000	SL	1.00	0.00	$5,000.00	$0.00
350.02155	Remove Existing Asbestos Cement Pipe	57	M	134.00	77.00	$55.00	$4,235.00
350.07500	Removal of Existing Pavement	27380	SM	27380.00	0.00	$1.00	$0.00
350.01800	Remove Existing Concrete Curb and Gutter	575	M	712.00	137.00	$8.00	$1,096.00
350.02151	Remove Existing Water Vault and Meter	1	EACH	2.00	1.00	$1,400.00	$1,400.00
351.11000	Relocate Mailbox	3	EACH	1.00	-2.00	$90.00	($180.00)
351.11001	Relocate Existing Street Light Poles	2	EACH	2.00	0.00	$3,000.00	$0.00
401.01000	Traffic Control	1	LS	1.00	0.00	$200,000.00	$0.00
401.01100	Uniformed Off-Duty Officer	1	Allow	2.03	1.03	$10,000.00	$10,303.15
405.01000	Survey Marker, MAG Det. 120-2, Type D	5	EACH	5.00	0.00	$120.00	$0.00
5.01100	Survey Marker, MAG Det. 120-2, Type E	4	EACH	4.00	0.00	$300.00	$0.00
420.03000	Single Gate, Type I, ADOT Dwg. C-12.10	3	EACH	2.00	-1.00	$800.00	($800.00)
421.15000	Barb Wire Fence, (Game Fence), ADOT Dwg. C-12.1	3020	M	2789.00	-231.00	$7.00	($1,617.00)
430.00001	Raised Planter, Special Detail E	5	EACH	6.00	1.00	$5,000.00	$5,000.00
430.00100	Tree (24" Box)	229	EACH	179.00	-50.00	$200.00	($10,000.00)

Work Order: 68957

Project: Gilbert Road, McDowell Road - SR87

Bid Item	Item Description	Estimate Quantity	Unit	As-Built Quantity	Difference	Unit Price	Difference
430.00150	Tree (36" Box)	1	EACH	1.00	0.00	$600.00	$0.00
0.00200	Shrub (1 Gallon)	2658	EACH	2574.00	-84.00	$7.50	($630.00)
430.00300	Shrub (5 Gallon)	2452	EACH	2298.00	-154.00	$15.00	($2,310.00)
430.00400	Tree (15 Gallon)	247	EACH	205.00	-42.00	$80.00	($3,360.00)
430.00500	Cacti and Accent (3 Gallon)	274	EACH	228.00	-46.00	$17.00	($782.00)
430.00501	Cacti and Accent (5 Gallon)	888	EACH	926.00	38.00	$25.00	$950.00
430.00502	4'-6' Saguaro Spear	18	EACH	18.00	0.00	$600.00	$0.00
430.00503	Ocotillo (6-8 Canes)	59	EACH	59.00	0.00	$60.00	$0.00
430.01001	Landscape Establishment one (1) year	1	LS	0.17	-0.83	$20,000.00	($16,600.00)
430.05500	Native Reseeding	52682	SM	120256.00	67574.00	$1.00	$67,574.00
430.05700	1/2" Screened Decomposed Granite	19392	SM	21213.00	1821.00	$4.00	$7,284.00
430.05800	1/4" Minus Decomposed Granite	2694	SM	2598.00	-96.00	$12.00	($1,152.00)
430.06000	Horse Tie Ups	2	EACH	0.00	-2.00	$600.00	($1,200.00)
430.07000	Split Rail Vinyl Fencing - 2 Rail	319	LM	322.00	3.00	$30.00	$90.00
430.07001	Split Rail Vinyl Fencing - 3 Rail	800	LM	870.00	70.00	$36.00	$2,520.00
430.08000	Concrete Header	923	LM	694.00	-229.00	$20.00	($4,580.00)
440.05000	Automatic Drip Irrigation System	1	LS	1.00	0.00	$160,000.00	$0.00
460.01100	Remove Painted Symbol (Left Turn Arrow)	13	EACH	3.00	-10.00	$60.00	($600.00)
460.02000	Remove Thermoplastic Stripe	9851	LM	10821.00	970.00	$2.00	$1,940.00
460.03000	Remove Raised Pavement Marker	107	EACH	425.00	318.00	$1.20	$381.60
461.01100	100mm (4") White Traffic Paint Stripe	17993	M	12874.00	-5119.00	$0.20	($1,023.80)
461.01200	100mm (4") Yellow Traffic Paint Stripe	16658	M	12948.00	-3710.00	$0.20	($742.00)
462.01100	100 mm (4") White Thermoplastic Traffic Stripe	17993	M	15526.00	-2467.00	$0.50	($1,233.50)
462.01200	100 mm (4") Yellow Thermoplastic Traffic Stripe	16658	M	13169.00	-3489.00	$0.50	($1,744.50)
462.01510	Thermoplastic Pavement Arrow	22	EACH	25.00	3.00	$110.00	$330.00
463.01100	Reflectorized Raised Pavement Marker (Type D, Yell	926	EACH	974.00	48.00	$3.50	$168.00
63.01200	Reflectorized Raised Pavement Marker (Type G, Clea	1271	EACH	1272.00	1.00	$3.50	$3.50
463.01300	Reflectorized Raised Pavement Marker (Type H, Yell	148	EACH	150.00	2.00	$3.50	$7.00
464.02000	Perforated Sign Posts	114	M	130.10	16.10	$30.00	$483.00
464.02001	Perforated Sign Post Foundation, MCDOT Det. 2058	33	EACH	37.00	4.00	$80.00	$320.00
465.01001	Flat Sheet Aluminium Sign Panels - Engineering Grac	27	SM	28.00	1.00	$220.00	$220.00
465.01003	Flat Sheet Aluminium Sign Panels - Diamond Grade	12	SM	14.40	2.40	$260.00	$624.00
471.60043	No. 3 ½ Pull Box	10	EACH	10.00	0.00	$190.00	$0.00
471.60045	No. 5 Pull Box	56	EACH	63.00	7.00	$250.00	$1,750.00
471.60047	No. 7 Pull Box	6	EACH	6.00	0.00	$320.00	$0.00
471.60057	No. 7 Pull Box w/Extension	2	EACH	2.00	0.00	$400.00	$0.00
471.60059	No. 9 Pull Box	3	EACH	3.00	0.00	$1,700.00	$0.00
471.61112	Sch. 40 PVC Electrical Conduit, 50 mm (2") w/ #8 Ba	493	M	632.00	139.00	$24.00	$3,336.00
471.61112	Sch. 40 PVC Electrical Conduit, 50 mm (2") w/ #8 Ba	4608	M	2102.00	-2506.00	$20.00	($50,120.00)
471.61312	Sch. 40 PVC Electrical Conduit, 76mm (3") w/ #8 Ba	693	M	686.00	-7.00	$18.00	($126.00)
472.61100	Pole Foundation, Type A	4	EACH	4.00	0.00	$500.00	$0.00
472.61300	Pole Foundation, Type J or Q	2	EACH	2.00	0.00	$1,200.00	$0.00
472.61400	Pole Foundation, Type K or R	6	EACH	6.00	0.00	$1,200.00	$0.00
472.62020	Service Pedestal Foundation, Type SP	2	EACH	2.00	0.00	$500.00	$0.00
472.63000	Cabinet Foundation, Type P	2	EACH	2.00	0.00	$500.00	$0.00
473.61000	1.8 m x 1.8 m (6' X 6') Detector Loop	14	EACH	14.00	0.00	$270.00	$0.00
473.62000	1.8 m x 6.1 m (6' X 20') Quadrupole Loop	1	EACH	1.00	0.00	$450.00	$0.00
473.64000	1.8 m x 12 m (6' X 40') Quadrupole Loop	4	EACH	4.00	0.00	$550.00	$0.00
473.65000	1.8 m x 15 m (6' X 50') Quadrupole Loop	11	EACH	7.00	-4.00	$600.00	($2,400.00)
474.60100	Type A Signal Pole	4	EACH	4.00	0.00	$650.00	$0.00
474.60570	Type Q Signal Pole w/ 4.6m (35') Mast Arm	2	EACH	2.00	0.00	$6,500.00	$0.00
474.60702	Type R Signal Pole w/ 50' Mast Arm	4	EACH	4.00	0.00	$10,000.00	$0.00
74.60703	Type R Signal Pole w/ 55' Mast Arm	2	EACH	2.00	0.00	$11,000.00	$0.00
474.63000	Pedestrian Push Button w/ Sign	16	EACH	16.00	0.00	$220.00	$0.00
475.61100	Electrical Service Pedestal (S-203-3m)	2	EACH	2.00	0.00	$1,200.00	$0.00
475.62000	Signal Control Cabinet, Type P (S-203-2m)	2	EACH	2.00	0.00	$23,000.00	$0.00
476.61211	12" Signal Indication, Type 'F' Signal Face, Side Mc	10	EACH	10.00	0.00	$850.00	$0.00

Work Order: 68957

Project: Gilbert Road, McDowell Road - SR87

Bid Item	Item Description	Estimate Quantity	Unit	As-Built Quantity	Difference	Unit Price	Difference
476.61212	12" Signal Indication, Type 'F' Signal Face, Plumbiz	16	EACH	16.00	0.00	$800.00	$0.00
76.61231	12" Signal Indication, Type 'Q' Signal Face, Side M	4	EACH	4.00	0.00	$1,200.00	$0.00
+76.61232	12" Signal Indication, Type 'Q' Signal Face, Plumbi	4	EACH	4.00	0.00	$1,100.00	$0.00
476.62002	Pedestrian Signal w/ Side Mount	16	EACH	16.00	0.00	$500.00	$0.00
477.61100	Luminaire, 15' Mast Arm	1	EACH	1.00	0.00	$400.00	$0.00
477.61200	Luminaire, 20' Mast Arm	7	EACH	7.00	0.00	$800.00	$0.00
477.82500	250 Watt HPS Luminaire (Horizontal Mount)	8	EACH	8.00	0.00	$350.00	$0.00
478.01000	Electrical Conductors	1	LS	1.00	0.00	$14,000.00	$0.00
481.40435	Multi Duct Conduit QuadDuct/4-50mm(4-2") Ducts	811	M	778.00	-33.00	$45.00	($1,485.00)
505.01300	Class A Concrete	78	CM	57.00	-21.00	$500.00	($10,500.00)
505.02100	Reinforcing Steel	4297	KG	3569.00	-728.00	$2.00	($1,456.00)
505.18001	Retaining Wall, ADOT B-18.50	22	SM	23.00	1.00	$440.00	$440.00
505.10115	Catch Basin - ADOT Det C-15.20, Type 3, L=0.0	7	EACH	9.00	2.00	$1,500.00	$3,000.00
505.10151	Catch Basin - MAG Det 535, Type F, Modified	19	EACH	20.00	1.00	$1,700.00	$1,700.00
505.11115	Catch Basin - ADOT Det C-15.20, Type 3, L=1.05	1	EACH	1.00	0.00	$2,400.00	$0.00
505.12115	Catch Basin - ADOT Det C-15.20, Type 3, L=2.25	1	EACH	1.00	0.00	$3,700.00	$0.00
505.13115	Catch Basin - ADOT Det C-15.20, Type 3, L=3.5	4	EACH	4.00	0.00	$4,200.00	$0.00
505.14115	Catch Basin - ADOT Det C-15.20, Type 3, L=5.9	6	EACH	6.00	0.00	$6,300.00	$0.00
510.00002	CMU Wall , Special Detail F and Miscellaneous Drav	2632	SM	2641.80	9.80	$210.00	$2,058.00
510.00003	CMU Screen Wall, ADOT B-30.20 (Walls 7 and 8)	1988	SM	2001.30	13.30	$210.00	$2,793.00
510.00004	CMU Screen Wall, ADOT B-30.20 (Walls 1, 2, 3, 4,5	1445	SM	1631.70	186.70	$210.00	$39,207.00
515.30200	Access Barrier Gate - ADOT C-13.75	1	EACH	1.00	0.00	$900.00	$0.00
523.71336	Headwall, ADOT Std B-11.11 (Six-Barrel)	2	EACH	2.00	0.00	$6,900.00	$0.00
610.02006	150 mm (6") Ductile Iron Pipe Waterline w/ Fittings	68	M	44.50	-23.50	$400.00	($9,400.00)
610.02008	200 mm (8") Ductile Iron Pipe Waterline w/ Fittings	42	M	42.00	0.00	$550.00	$0.00
610.05101	Vertical Realign Waterline - MAG 303 & 404-2	7	EACH	4.00	-3.00	$5,500.00	($16,500.00)
10.08500	Relocate Fire Hydrant, Mag Det. 360 & 362	3	EACH	3.00	0.00	$9,500.00	$0.00
10.10521	Remove & Replace Water Meter, Box & Cover	4	EACH	7.00	3.00	$1,200.00	$3,600.00
618.01036	End Section for 900 mm pipe, MAG Det 545	2	EACH	2.00	0.00	$2,300.00	$0.00
618.20236	900 mm(36") RGRCP, Class II	16	M	17.00	1.00	$430.00	$430.00
618.20248	1200 mm(48") RGRCP, Class II	24	M	33.00	9.00	$570.00	$5,130.00
618.20318	450mm(18") Concrete Pipe RGRCP Class III	513	M	563.70	50.70	$300.00	$15,210.00
618.20324	600mm(24") Concrete Pipe RGRCP Class III	325	M	474.10	149.10	$240.00	$35,784.00
618.20330	750mm(30") Concrete Pipe RGRCP Class III	228	M	225.80	-2.20	$250.00	($550.00)
618.20342	1050mm(42") Concrete Pipe RGRCP Class III	80	M	81.00	1.00	$450.00	$450.00
618.20348	1200mm(48") Concrete Pipe RGRCP Class III	105	M	104.70	-0.30	$500.00	($150.00)
618.20354	1350mm(54") Concrete Pipe RGRCP Class III	165	M	164.80	-0.20	$590.00	($118.00)
618.20360	1500mm(60") Concrete Pipe RGRCP Class III	474	M	474.20	0.20	$650.00	$130.00
618.20366	1650mm(66") Concrete Pipe RGRCP Class III	593	M	595.20	2.20	$800.00	$1,760.00
618.60075	750 mm x 450 mm Pipe "T" Section	2	EACH	2.00	0.00	$700.00	$0.00
618.60105	1050mm x 450 mm Pipe "T" Section	1	EACH	1.00	0.00	$700.00	$0.00
618.60120	1220 mm x 450 mm Pipe "T" Section	2	EACH	2.00	0.00	$700.00	$0.00
618.60122	1220 mm x 610 mm Pipe "T" Section	1	EACH	1.00	0.00	$700.00	$0.00
618.60135	1350 mm x 450 mm Pipe "T" Section	4	EACH	4.00	0.00	$700.00	$0.00
618.60153	1500 mm x 450 mm Pipe "T" Section	5	EACH	5.00	0.00	$700.00	$0.00
618.60152	1650 mm x 450 mm Pipe "T" Section	2	EACH	2.00	0.00	$700.00	$0.00
618.60152	1650 mm x 610 mm Pipe "T" Section	1	EACH	1.00	0.00	$700.00	$0.00
621.51190	1220 mm (48") CMP	2	M	0.00	-2.00	$570.00	($1,140.00)
623.11118	Headwall, 450mm(18") "Straight", MAG Det 501-1, 2	1	EACH	1.00	0.00	$2,000.00	$0.00
623.13366	Headwall, Outlet (1:1 1/2), MAG Det 501-3	1	EACH	1.00	0.00	$8,600.00	$0.00
623.21624	Headwall, ADOT Std B-11.11 (Six-Barrel)	2	EACH	2.00	0.00	$7,000.00	$0.00
625.01101	Storm Drain Manhole, COP 1520 & MAG Det 522	6	EACH	6.00	0.00	$3,200.00	$0.00
5.01102	Storm Drain Pressure Manhole COP 1520 & MAG D	5	EACH	5.00	0.00	$3,500.00	$0.00
25.01201	Storm Drain Manhole, COP 1560 & MAG Det 522	10	EACH	11.00	1.00	$5,400.00	$5,400.00
625.01202	Storm Drain Pressure Manhole COP 1560 & MAG D	1	EACH	1.00	0.00	$5,100.00	$0.00
630.01112	Gate Valve, Box & Cover 300mm(12")	2	EACH	0.00	-2.00	$2,200.00	($4,400.00)
C.O. 1 - 01	Change Order No. 1	1	L.S.	0.83	-0.17	$11,827.19	($2,001.61)

Work Order: 68957

Project: Gilbert Road, McDowell Road - SR87

Bid Item	Item Description	Estimate Quantity	Unit	As-Built Quantity	Difference	Unit Price	Difference
C.O. 2	Change Order No. 2	1	L.S.	1.00	0.00	$31,785.42	$0.00
C.O. 3	Change Order No. 3	1	L.S.	1.00	0.00	$134,401.61	$0.00
C.O. 4	Change Order No. 4	1	L.S.	1.00	0.00	$73,958.67	$0.00
C.O. 5	Change Order No. 5	1	L.S.	1.00	0.00	$58,980.73	$0.00
C.O. 6	Change Order No. 6	1	L.S.	1.00	0.00	$13,817.11	$0.00

AS BID COST OF PROJECT	$11,122,521.10
PREVIOUS CHANGE ORDERS	$324,770.73
FINAL ADJUSTMENT FOR ALL BID ITEMS EXCEPT 430.01001 LANDSCAPE ESTABLISHMENT	$150,962.58
AS BUILT COST OF PROJECT	$11,598,254.41

The undersigned Contractor certifies that the work covered by this application for payment has been completed in accordance with the Contract Documents, and, pursuant to A.R.S. 34-221, the contractor has applied the proceeds of previous payments to pay all subcontractors and material suppliers then due and owing.

Prepared by _____ Date _____
ABC Consulting

Contractor _____ Date _____
J. Banicki Construction, Inc.

Submitted by _____ Date _____
Construction Engineer

Approved by _____ Date _____
Division Manager, Construction & Operations

EXHIBIT C

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
PROGRESS REPORT ESTIMATE

Estimate No 13 (Escrow Release)
Project Gilbert Road, McDowell Road - SR87

Date: 8/24/2006
Work Order No: 68957

Date Started 7/18/2005
Contractor : J. Banicki Construction, Inc.

Date Completed: 4/12/2006
Address: 1009 W. Broadway Rd., Ste C
Tempe, Arizona 85282

Percent Complete: 100%

Contractual
Completion Date: 05/14/06

JOB NUMBER: TT081
ACTIVITY CODE: RDCS
OBJECT CODE: 940-00
CREW: 4000
LOW ORG: 6440

C-64-03-230-5
2005-16

See Attached

TOTAL EARNED BY CONTRACTOR		$11,598,254.41
LESS	0 % RETAINED/ESCROW	$0.00
NET AMOUNT DUE CONTRACTOR		$11,598,254.41

DEDUCT PREVIOUS PAYMENTS
OTHER DEDUCTIONS
TOTAL DEDUCTIONS

AMOUNT TO BE PAID THIS ESTIMATE **Release of Funds held in Escrow**

The undersigned Contractor certifies that the work covered by this application for payment has been completed in accordance with the Contract Documents, and, pursuant to A.R.S. 34-221, the Contractor has applied the proceeds of previous payments to pay all subcontractors and material suppliers then due and owing.

Prepared by _____ Date _____
ABC Consulting

Contractor _____ Date _____
J. Banicki Construction, Inc.

Submitted by _____ Date _____
Construction Engineer

Approved By _____ Date _____
Division Manager, Project Management & Construction

EXHIBIT D

PAY ITEM OVERRUN AND UNDERRUN EXPLANATION
(Based upon $15,000 or a 10% difference)
Gilbert Road, McDowell Road to SR87; MCDOT W.O. 68957

ITEM 104.04000 – Partnering

Final Item Amount: $3,680.40 **Bid Amount:** $10,000.00 Underrun
Reason: As required by contract, we scheduled the initial partnering session, the contractor's cost of which was paid out of this item. Working relations with the contractor remained extremely cordial throughout construction and there was no need for follow up or subsequent partnering sessions to reinforce partnering relationships.

ITEM 107.15000 – Community Relations Support

Final Item Amount: $1,159.93 **Bid Amount:** $10,000.00 Underrun
Reason: The only use of this item was to pay for installation of a redesigned equestrian tie-up at the intersection of Quartz and Gilbert Road. The plan called for galvanized pipe to serve as a tie-up. After this feature was constructed, the residents objected, requesting a more rustic, western looking tie-up. In response we constructed a tie-up consisting of a rustic timber cross beam supported with vertical timber posts. It was the cost of this revision and removal of the existing that resulted in the only use of the Community Relations allowance.

ITEM 205.01150 – Roadway Excavation

Final Item Amount: 183,500 m^3 **Bid Amount:** 189,066 m^3 Underrun
Reasons: Final quantities were based on roadway cross sections taken between before and after excavation. The reason for the difference is unknown, but appears to be an error in bid quantity.

ITEM 206.01000 – Structural Excavation

Final Item Amount: 202 m^3 **Bid Amount:** 239 m^3. Underrun
Reason: Final payment quantity was determined by calculation. Reason for the difference is unknown.

ITEM 211.01000 – Fill Construction

Final Item Amount: 284,600 m^3 **Bid Amount:** 215,887 m^3 Overrun
Reason: The final payment quantity was determined by taking cross sections of the pit area and the Salt River crossing. Part of the increase is explained by the fact that the Salt River crossing required 10 additional feet of fill due to change in the invert elevation of the river between the times the project was designed and constructed. It is also possible that additional fill was needed because the pit volume changed (increased) between the time of design and construction.

ITEM 221.20000 – Gabion Mattress

Final Item Amount: 305.7 m^3 **Bid Amount:** 217 m^3 Overrun
Reason: Gabion mattress limits had to be increased to match the changed lower elevation of the Salt River channel invert. The Salt River channel was subject to extended high volume flows during the winter of 2004-2005 resulting in the lowering of the channel invert by approximately 10 feet.

ITEM 310.03000 – Aggregate Base Course

Final Item Amount: 44,240.4 tonnes **Bid Amount:** 40,509 tonnes Overrun
Reason: Aggregate Base Course was placed to plan limits and plan grades. There were no changes in either project limits or grades that would support an increase in tonnes. A possible explanation could be perhaps a slight difference in the unit weights of the actual aggregates used vs. assumed theoretical unit weights used for design computations.

ITEM 321.01300 – Asphalt Concrete Pavement

Final Item Amount: 26,946.9 tonnes **Bid Amount:** 25,999 tonnes Overrun
Reason: Project paved to plan limits with the exception of some slight increase in length on the west leg of Oak Street and the east leg of Thomas Road; however, these slight increases do not explain the difference in quantities. Again, as with the ABC it is possible that the unit weights used for theoretical calculations may have differed slightly from the actual weight of material placed. We also should anticipate some variation in quantity due to slight variations in thickness. Although the project pavement was placed within specified tolerances we chose to error on the thick side rather than the thin side.

ITEM 321.05000 – Rideability

Final Item Amount: $13,642.17 **Bid Amount:** $85,000.00 Underrun
Reason: This item is a bonus provision, payment of which is based on rideability evaluation provided by MCDOT. The pavement rideability results times the pay formula and quantity of material determined the bonus amount.

ITEM 325.037000 – Rubberized Asphaltic Concrete Pavement

Final Item Amount: 5738.4 tonnes **Bid Amount:** 5406 tonnes Overrun
Reason: Pavement replaced to plan limits with no significant changes. Any variations in pavement thickness were within specified tolerances.

ITEM 329.02000 – Bituminous Tack Coat

Final Item Amount: 54.4 Tonnes **Bid Amount:** 77 Tonne Underrun
Reason: Apparent error in estimated quantity. The Tack coat was applied at the specified application rate and to the project plan limits as required.

ITEM 337.02000 – Price Adjustment for Bituminous Materials

Final Item Amount: $181,671.14 **Bid Amount:** $218,000.00 Underrun
Reason: Price adjustment is based on market price fluctuations. Payment is based on asphalt tonnage calculations, contract specified price adjustment formula and month during which material was placed. The governing criteria were 1) the benchmark month (April 2005) and months during which material was placed (December 2005, February 2006, and March 2006).

ITEM 340.01330 – Sidewalk Ramp, Special Detail A

Final Item Amount: 19 Each **Bid Amount:** 16 Each Overrun
Reason: Three additional sidewalk ramps were installed as a result of a redesign at the Portia Street intersection. The redesign resulted in two additional ramps on the east side and one ramp on the west side of Gilbert Road at this location.

ITEM 340.01400, Concrete Driveway

Final Item Amount: 26 m^2 **Bid Amount:** 18 m^2 Overrun
Reason: Additional quantity was required to match existing driveway widths and grades.

ITEM 345.01200 – Adjust Water Valve Box and Cover

Final Item Amount: 21 Each **Bid Amount:** 9 Each Overrun
Reason: Additional water valve adjustment required as follows: six additional valve adjustments due to 12 inch water line relocation work, four additional valve adjustments for valves not shown on the plans, and two excavation repairs where valves could not be found.

ITEM 345.01501 –Water Meter Vault

Final Item Amount: 0 Each **Bid Amount:** 1 Each Underrun
Reason: The planned water line connection that would have required the vault was to be located at the northwest corner of the intersection of Oak and Gilbert Road. Upon evaluating the existing conditions, it was the joint decision of the City of Mesa and the MCDOT management team that a redesign was needed. The redesign resulted in the existing water line connection being revised to bring the structure above ground at the original location on the south side of Oak; therefore the new meter vault was not needed.

ITEM 350.02155 – Remove Existing Asbestos Cement Pipe

Final Item Amount: 134 m **Bid Amount:** 57 m Overrun
Reason: The removal of ACP pipe included removing over 70 meters of ACP irrigation pipe which was not shown on the plans.

ITEM 350.01800 – Remove Existing Curb and Gutter

Final Item Amount: 712 m **Bid Amount:** 575 m Overrun
Reason: Removal of additional curb and gutter was required because 1) a grade change at Portia Street after the new curb had been placed, 2) additional catch basins at Oak Street, 3) ramp modification at Quartz Street, 4) revision to the originally designed curb alignment along the east side of Gilbert Road south of Thomas, and 4) redesign of the equestrian tie-up area all of which resulted in removal of new curb which had been placed per plan.

ITEM 350.02151 – Remove Existing Water Meter Vault

Final Item Amount: 2 Each **Bid Amount:** 1 Each Overrun
Reason: One additional water meter vault was removed on the south side of Oak Street due to a conflict with the new pavement limits, resulting in the redesign as described in Item 345.01501.

ITEM 401.01100 – Uniformed Off-Duty Officer

Final Item Amount: $20,303.15 **Bid Amount:** $10,000.00 Overrun
Reason: Item used as needed to maintain safe traffic movement throughout the construction zone.

ITEM 430.05500 – Native Reseeding

Final Item Amount: 120,256 m^2 **Bid Amount:** 52,682 m^2 Overrun
Reason: Apparent plan error. It appears that the reseeding bid item did not include the parkway area between the Salt River and SR 87.

ITEM 471.61112 – Schedule 40 PVC

Final Item Amount: 632 **Bid Amount:** 493 Overrun
Reason: Apparent error in bid quantity. There were no field changes to the plans and the PVC conduit was installed per plan limits.

ITEM 473.65000 – 1.8 m x 15 m (6'x50') Quadrupole Loop

Final Item Amount: 7 **Bid Amount:** 11 Underrun
Reason: Four planned loops were not installed at the intersection of Gilbert Road and SR87 because ADOT had installed a camera traffic detection system at this location and the loops were no longer needed.

ITEM 510.00004 – CMU Screen Wall, ADOT B-30.20, Walls 1, 2, 3, & 4

Final Item Amount: 1631.7 m^2 **Bid Amount:** 1445 m^2 Overrun
Reason: Screen walls on the east side of Gilbert Road were extended in several places beyond plan limits to better fit driveway and street entrances. Also, an additional screen wall was added on the east side of the new frontage road at the Oak Street intersection with Gilbert Road.

ITEM 610.02006 – 150 mm (6") Ductile Iron Pipe Water Line with Fittings

Final Item Amount: 44.5 m **Bid Amount:** 68 m
Underrun

Reasons: Three water line drop realignments (drops) were not installed because a large segment of the existing 12 inch water line was relocated (see Change Orders 3 and 4). New lines were installed at a lower elevation thereby negating the need for the planned drops.

ITEM 610.05101 – Vertical Realign Water Line

Final Item Amount: 4 Each **Bid Amount:** 7 Each Underrun

Reason: The number of realignments (drops) was reduced because 1,800 feet of the existing water line had to be replaced. When replaced, it was constructed at a lower grade which negated the need to install the additional drops. (Item 610.02006 above.)

ITEM 618.20324 – 600mm (24") Concrete Pipe

Final Item Amount: 474.10 m **Bid Amount:** 325 m Overrun

Reason: Additional pipe lengths were needed for the six barrel low flow crossing at the Salt River, due to the fact that the Salt River bed was 10 foot lower than shown on the plans and, with the roadway surface profile maintained at original design grade, the fill width at the base of the roadway crossing had to be increased.

EXHIBIT E

MARICOPA COUNTY
DEPARTMENT OF TRANSPORTATION

COMPLETION REPORT

1.	PROJECT WORK ORDER NUMBERS:	68957 (TT081) Contract No. 2005-16 ADOT Project No. CM-MMA-0(031)A Agenda No. C-64-03-230-5
2.	LOCATION:	Gilbert Road - McDowell Road to State Route 87 A distance of 4971.6 meters (3.09 miles)
3.	NATURE OF WORK:	Completely reconstruct Gilbert Road from Loop 202 at McDowell Road to Thomas Road, and construct a new two lane northbound road from Thomas Road north to SR87. Work included underground storm drain, curbs, gutter, sidewalk, new traffic signals at Thomas Road and at Oak Street; decorative screen walls along both sides of the roadway between McDowell and Thomas, landscaping, and an equestrian trail system.
4.	ENGINEERS IN CHARGE:	Herb Miller, P.E., MCDOT - Chief Construction Engineer Bill Renison, P.E., MCDOT - Construction Engineer O. D. Park, P.E., Parsons Brinckerhoff - Contract Management
5.	CONTRACTOR:	J. Banicki Construction, Inc. 1009 W. Broadway Road, Suite C Tempe, AZ 85282
6.	(A)CONTRACT BEGINNING OF WORK: (B)(NOTICE TO PROCEED):	July 18, 2005 July 17, 2005
7.	(A)CONTRACT DATE OF COMPLETION: (B)CONTRACT TIME:	May 14, 2006 300 Calendar Days
8.	(A)AMENDED CONTRACT DATE OF COMPLETION: (B)AMENDED CONTRACT TIME:	N/A N/A
9.	(A)DATE OF SUBSTANTIAL COMPLETION: (B)DATE OF FINAL INSPECTION(S): (C)DATE OF ACCEPTANCE:	April 12, 2006 April 20, 2006 Final acceptance cannot take place until conclusion of the landscape establishment period which is scheduled to occur on May 31, 2007.
10.	OVERTIME AND LIQUIDATED DAMAGES:	None
11.	CONTRACTOR CONTRACT: (A)AS BID COST OF PROJECT: (B)CHANGE ORDERS: (C)FINAL QUANTITY ADJUSTMENT: (D)TOTAL CONTRACT COST: (E)CONTRACT GROWTH:	 $11,122,521.10 $ 324,770.73 $ 197,903..15 $11,645,194.98 $ 522,673.88 (5%)
12.	CONSULTANT CONTRACT: (A)AS BID COST OF PROJECT: (B)CHANGE ORDERS: (C)TOTAL CONSULTANT CONTRACT: (D)PERCENT OF CONSTRUCTION:	 $ 1,353,512.00 $ -0- $ 1,353,512.00 13%

13. COMPARISON OF QUANTITIES: See attached "Final Quantity Adjustment"

14. EXPLANATION OF QUANTITY OVERRUNS AND UNDERRUNS: See attached "Pay Item Overrun and Underrun Explanation"

15. BRIEF NARRATIVE:

Construction began on Monday, July 18, 2005 and was judged to be substantially complete April 12, 2006. Final inspection was held on April 20, 2006. Other work beyond that date included completion of miscellaneous extra work items required by MCDOT, namely street signing and striping that differed from the plan requirements, modifying the guardrail at the north approach to the Salt River bridge, and modification to storm water inlets along the equestrian trail to minimize grade differential between trail and inlet surfaces.

The contractor was ahead of schedule and was projected to achieve substantial completion approximately 60 days ahead of the scheduled May 14, 2006 completion date. An approximate 30 day delay resulted from the need to replace approximately 1,800 feet of a 12 inch diameter City of Mesa water line between Oak Street and McDowell Road. The existing line consisting of transite pipe, was found to be too close to subgrade. A decision was made in December 2005 that the line would have to be replaced. The contractor submitted unit cost for the work, but in subsequent price negotiations with MCDOT, Mesa failed to reach agreement on the change order cost offered by the contractor. As a result, the work was done on a cost plus basis (time and materials) during January and February 2006. Water line replacement delayed critical path work for approximately 30 days. At that time the remaining critical path work included cutting subgrade for the west half of Gilbert Road between McDowell and Thomas, placing ABC, and proceeding with paving of this area. In subsequent cost negotiations with MCDOT, Mesa agreed to pay for the water line replacement cost including the removal and disposal of the existing pipe, with the exception that they would not agree to pay 72 hours of the project superintendent's time. Further, they would not agree to standby or miscellaneous daily cost associated with the work. The total cost to replace the water line was $208,360.28, of which Mesa paid $134,401.61 (Change Order 3) with Maricopa County absorbing the remaining $73,958.67 (Change Order 4.) Mesa's net cost reflected a credit for water line modifications that would have been done had the line not been replaced.

Because of this delay, the contractor was entitled to a time extension of approximately 30 days; however, the contractor did not need the additional time because they reached substantial completion approximately 30 days ahead of the scheduled May 14 completion date.

There were two Intergovernmental Agreements – one with the Salt River Pima Indian Community and a second with the City of Mesa. The Indian Community agreement set forth the terms for allowing MCDOT to build the roadway on Indian Community land. The Mesa agreement included a provision that Mesa pay $500,000 shared cost of the street and landscape improvements.

The quality of the work was good. The improvements were well received by the Mesa residents, who bordered the east side of the project between McDowell and Thomas, and the Indian Community which embraced the remainder of the project.

MCDOT held a formal dedication ceremony on site on May 15, 2006 which was attended by the local residents, Mesa and Maricopa County management, as well as Indian Community representatives. The Mesa residents spoke well of the project, the management team, and the effort put forth by all those involved to bring the project to a successful conclusion.

There were seven change orders written under this contract totaling $324,770.73, of which two change orders (Change Orders 3 and 4 totaling $208,360.28) were related to the water line cost.

This project included federal funding and was subject to Davis Bacon wage requirements. Davis Bacon compliance included interviewing workers, requiring and monitoring certified payrolls throughout the course of the project for both the prime contractor and all the subcontractors. At the conclusion of project construction and prior to April 20, we invited both ADOT and Federal Aid representatives to attend the final inspection. The Federal Aid representative did not respond. John Dickson, the ADOT representative, responded that he had a schedule conflict but said that he would drive the project later. We spoke with John Dickson several weeks later and he said the job look good and he had no problems or concerns with the work that had been done.

The project specifications stiputlate a one year landscape establishment period (Bid Item 430.01001). This establishment period was started on June 1, 2006 following conclusion of a joint final landscape inspection with City of Mesa staff.

FINAL ACCEPTANCE:

"This is to certify that, to the best of our knowledge, the Gilbert Road project has been completed in substantial compliance with the contract requirements and specifications. It is hereby recommended that this project be accepted and the final payment be made to the Contractor upon completion of the landscape establishment period."

Engineer's Seal

_____

Joe Engineer
Project Manager
ABC Consulting

_____

Date

EXHIBIT F

MATERIALS TESTING PLAN

Gilbert Road, McDowell Road to SR-87
MCDOT W.O. 68957, PB Project 70973A
Quality Assurance Testing*

Material	Quantity	Type of Test	Testing Frequency	Minimum Test Required	Test Completed
Fill Construction Plan Sta. 1+300 to Plan Sta. 1+770	215,887 m^3	Gradation	Daily	As necessary	100%
		Density	1 per 150 lineal meters per lift	42	52
		Proctor	1 per soil type	1	1
Subgrade Preparation	101,518 m^2	Density	1 per each 150 linear meters of roadway	75	78+
		Proctor Density	1 per soil type	1	1
		Gradation	1 per soil type	1	1
		Atterberg Limits	1 per soil type	1	1
Aggregate Base Course	40,509 m Ton	Density	1 per 300 lane meters	55	59
		Proctor Density	1 per source	1	24
		Gradation	1 per source	1	24
AC Pavement (19 mm)	25,999 m Ton	Density	1 core or nuke each 150 lane meters	150	153
		Asphalt Content	1 per 1000 tons	26	30
		Fractured Faces	1 per source	1	1
AC Pavement (Rubberized)	5,406 m Ton	Visual Inspection & Temperature	Each Load	Each Load	100%
		AC Content	1 per 1000 tons	6	6
CMU Wall, Special Detail F	2632 m^2	Grout – Compressive Strength Mortar – Compressive Strength	Daily	As Necessary	45
CMU Screen Walls 7 & 8	1988 m^2				25
CMU Screen Walls 1-6A & 9	1445 m^2				
Pipe Trench					
Trench Backfill	2,400 m	Density	1 per 150 m per lift	45	75
		Proctor	1 per soil type	2	2
Concrete Class B					
Vertical Curb & Gutter	3,039 m	Compressive Strength & Slump	Every 40 m^3 (1 per day minimum)	10	15
Concrete Ribbon Curb	533 m	Compressive Strength & Slump	Every 40 m^3 (1 per day minimum)	2	2
Concrete Sidewalk	3,684 m^2	Compressive Strength & Slump	Every 40 m^3 (1 per day minimum)	33	35
Concrete Driveway Entrance	18 m^2	Compressive Strength & Slump	Every 40 m^3 (1 per day minimum)	1	2
Class A – 3000 psi Concrete – Wall Footings, Catch Basins & Manhole Bases	Varies	Compressive Strength & Slump	Every 40 m^3 (1 per day minimum)	Varies	80

Material	Quantity	Type of Test	Testing Frequency	Minimum Test Required	Test Completed
Other Materials					
Concrete Pipe – Certifications					
900 mm Pipe	16 m	Visual Inspection	Each Pipe Section	100%	100%
		Manufacture's Certificate of Compliance	Each Production Run	1	1
1200 mm Pipe	24 m	Visual Inspection	Each Pipe Section	100%	100%
		Manufacture's Certificate of Compliance	Each Production Run	1	1
450 mm Pipe	513 m	Visual Inspection	Each Pipe Section	100%	100%
		Manufacture's Certificate of Compliance	Each Production Run	1	1
600 mm Pipe	325 m	Visual Inspection	Each Pipe Section	100%	100%
		Manufacture's Certificate of Compliance	Each Production Run	1	1
750 mm Pipe	228 m	Visual Inspection	Each Pipe Section	100%	100%
		Manufacture's Certificate of Compliance	Each Production Run	1	1
1050 mm Pipe	80 m	Visual Inspection	Each Pipe Section	100%	100%
		Manufacture's Certificate of Compliance	Each Production Run	1	1
1200 mm Pipe	105 m	Visual Inspection	Each Pipe Section	100%	100%
		Manufacture's Certificate of Compliance	Each Production Run	1	1
1350 mm Pipe	165 m	Visual Inspection	Each Pipe Section	100%	100%
		Manufacture's Certificate of Compliance	Each Production Run	1	1
1500 mm Pipe	474 m	Visual Inspection	Each Pipe Section	100%	100%
		Manufacture's Certificate of Compliance	Each Production Run	1	1
1650 mm Pipe	593 m	Visual Inspection	Each Pipe Section	100%	100%
		Manufacture's Certificate of Compliance	Each Production Run	1	1
Special Fabricated Pipe Sections					
750 mm x 450 mm "T" Section Pipe	2 Each	Visual Inspection	Each Section	2	2
1050 mm x 450 mm "T" Section Pipe	1 Each	Visual Inspection	Each Section	1	1
1220 mm x 450 mm "T" Section Pipe	2 Each	Visual Inspection	Each Section	2	2

Material	Quantity	Type of Test	Testing Frequency	Minimum Test Required	Test Completed
Special Fabricated Pipe Sections					
1220 mm x 610 mm "T" Section Pipe	1 Each	Visual Inspection	Each Section	1	1
1350 mm x 450 mm "T" Section Pipe	4 Each	Visual Inspection	Each Section	4	4
1500 mm x 450 mm "T" Section Pipe	5 Each	Visual Inspection	Each Section	5	5
1650 mm x 450 mm "T" Section Pipe	2 Each	Visual Inspection	Each Section	2	2
1650 mm x 610 mm "T" Section Pipe	1 Each	Visual Inspection	Each Section	1	1
1220 mm CMP	2 m	Visual Inspection	Each Section	1	1

*Per Herb Miller, MCDOT Construction Engineer, this contract required only that we provide Quality Assurance testing. Correlation and Independent Assurance testing was done by MCDOT in conjunction with our testing plan and testing schedule. For information concerning correlation and Independent testing contact Ben Cello, MCDOT Lab Supervisor.

Prepared by _____
ABC Consulting

EXHIBIT G

September 28, 2006

Mr. Bill Renison, P.E.
Construction Engineer
Maricopa County Department of Transportation
2901 West Durango Street
Phoenix, AZ 85009

RE: Gilbert Road, McDowell to SR 87; MCDOT W.O. 68957, ADOT Project CM-MMA-0(031)A

Subject: **Final Closeout Documentation - Project Files and Digital Photos**

Dear Bill:

Submitted herewith are the project files, including a CD of digital photos. The digital photos are the before and after construction photos which were required of our contract. Also, the files have been indexed to identify both the content and respective file numbers. The complete file index accompanies this letter. The project files comprise five boxes. The portion of the file index which relates to a give box is taped to the top of that box.

Because this is a federal aid project, the files include records of employee interviews, payroll certifications, and documents relating to our enforcement of Davis-Bacon wage requirements.

Submittal of these documents concludes our work activities on this project. Should you have questions or comments or require further action on our part, please so advise.

As always it has been a pleasure serving MCDOT and we look forward to future opportunities to serve MCDOT.

Sincerely,

ABC CONSULTING

Joe Engineer
Project Manager

Enclosure

SURETY COMPANY
TO FINAL PAYMENT
AIA DOCUMENT G707

Bond No. 104507929

EXHIBIT H

RECEIVED

PROJECT: W.O. No. 68957 (TT081), Gilbert Road, McDowell Road - SR87

O (OWNER):

Maricopa County

ARCHITECT'S PROJECT NO:
CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR:

J. Banicki Construction, Inc.
1009 W. Broadway Rd. #C
Tempe, AZ 85281

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

United States Fidelity and Guaranty Company, SURETY COMPANY

on bond of

J. Banicki Construction, Inc., CONTRACTOR

ereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety ompany of any of its obligations to

Maricopa County, OWNER

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this 25th, day of August 2006

United States Fidelity and Guaranty Company

Witness: Lori L Dawson BY: Carol A Tabone
Carol A. Tabone, Attorney-in-Fact

Note: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

AIA DOCUMENT G707 - CONSENT OF SURETY COMPANY TO FINAL PAYMENT - APRIL 1970 EDITION - AIA 1970 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE NW, WASHINGTON, D.C. 20006

ST PAUL TRAVELERS

POWER OF ATTORNEY

EXHIBIT I

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 217147

Certificate No. 001075894

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Deborah K. Anderson, Lori L. Dawson, Michael D. Specht, Mikal F. Cronin, Steven E. Minard, Carol A. Tabone, and William A. Ames

of the City of Phoenix, State of Arizona, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 8th day of August, 2006.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 8th day of August, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault, Notary Public

58440-6-06 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25TH day of August, 20 06

Kori M. Johanson, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.stpaultravelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

EXHIBIT J

AFFIDAVIT

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

_____, being first duly sworn, deposes and says:
That he is the _____ of _____
and as such, is authorized to make this affidavit for and on behalf of _____
_____
That _____,
is the party designated "Party of the Second Part" in that certain contract made and entered into at
Phoenix, Arizona, on the 27th day of May, 2005,
by and between Maricopa County, Arizona, acting by and through the County Board of Suupervisors,
and _____
under and by the terms of which _____
agreed to construct a portion of that certain highway, designated Gilbert Road, McDowell Road - SR87
_____ Highway Project No. 68957.
That _____

has fully and completely performed all work required to be performed by him under the terms of said contract, and has fully and completely complied with the terms and conditions of said contract:
that _____
has settled and paid all claims of every nature owing and due to be paid to any person, co-partnership, corporation, association, or otherwise, for labor, materials, supplies or provisions furnished or used in the performance of said contract; that all just debts, dues and demands incurred by _____
_____
or any sub-contractor for _____
and all just debts, dues, or demands incurred on or for _____
_____
account, by any person, in the performance of said contract, have been settled and paid, that the matters and things herein set forth are within his own knowledge and true.

Further affiant sayeth not.

_____

By: _____

Subscribed and sworn to before me this
_____ day _____ 20 _____

_____
Notary Public

My Commission Expires _____

ENVIRONMENTAL COMPLIANCE CERTIFICATION

It is the contractor's responsibility to assure compliance with the AZPDES Stormwater Construction General Permit, from the beginning of the project when the NOI is issued to the end of the project with the NOT is issued by ADEQ. This certification is signed by the Resident Engineer to verify the items below have been completed and to communicate the status of final erosion control and soil stabilization for the project upon issuance of Final Acceptance to the contractor.

MCDOT PROJECT NO. _____ **FEDERAL NO.** _____

MCDOT PROJECT DESCRIPTION: _____

PRIME CONTRACTOR: _____

TELEPHONE NUMBER: _____

RESIDENT ENGINEER NAME: _____

AGENCY / FIRM NAME: _____

TELEPHONE NUMBER: _____

As the Resident Engineer in responsible charge of the work completed for this project, I certify the following:

1. Certificates of Compliance are on file for all erosion control products used as permanent erosion control BMPs.
2. Certificates of Compliance by the Arizona Crop Improvement Association (ACIA) or the North American Weed Management Association (NAWMA) that all products using wheat straw are free of noxious weeds.
3. All SWPPP records are complete and accurate, and are included within the project file records.
4. A copy of the contractor's Notice of Intent (NOI) and Notice of Termination (NOT) are within the project records.
5. Any oil, coolant, grease, fuel or other material spills or waste from on-site vehicle and equipment cleaning and maintenance have been fully contained, collected, and properly disposed of.
6. There is no evidence of petroleum product or other liquid spills on the ground within the project.
7. No waste material or debris were dumped or stored in any wash, channel or ditch.
8. Detention or sediment basins (if applicable) were constructed to reasonable conformance with the plans.
9. Sediment logs or sediment wattles are installed on roadway excavation/embankment slopes which receive seeding as a permanent erosion control measure.
10. There is no evidence that sediment is leaving the site.
11. All permanent soil stabilization (seeding or decomposed granite) have been applied in conformance with the contract documents.
12. For projects with 401/404 Permits, the permit requirements have been satisfied.
13. MCESD Requirements have been met and/or Final Inspection is completed.
14. Any known archeological sites/areas remain in-tact and undisturbed.

_____ _____

Signature Date

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
Certificate of Performance and Payment of ALL Claims

PROJECT NAME: _ _____

_____ hereby certifies to the Maricopa County Department of Transportation
(Name of Signer)
(MCDOT) that all lawful claims for labor, rental of equipment, material used, and any other claims by _____ or its subconsultants in connection with the project described in _____, have been paid.

_____ understands that with receipt of payment for any previously invoiced amounts, plus any retained monies, that this is a settlement of all claims of every nature and kind against MCDOT arising out of the performance of _____ relating to the material, equipment and work covered in and required by the contract.

The undersigned hereby certifies that to his/her knowledge, no contractual disputes exist in regard to this contract and that he/she has no knowledge of any pending or potential claims in regard to this contract.

Upon submission of this document and a separate invoice for any retained funds to MCDOT, invoice processing will be completed within sixty (60) calendar days.

State of Arizona)
)§
County of Maricopa)

Signed this _____ day of _____, 20____.

_____
Signature

_____
Title

Subscribed and Sworn to before me this _____ day of _____, 20

_____.

_____
Notary Public

My Commission Expires: _____

AFFIDAVIT

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

_____, being first duly sworn, deposes and says:
That he is the _____ of _____
and as such, is authorized to make this affidavit for and on behalf of _____
_____,
That _____,
is the party designated "Party of the Second Part" in that certain contract made and entered into at
Phoenix, Arizona, on the _____ day of _____, _____,
by and between Maricopa County, Arizona, acting by and through the County Board of Suupervisors,
and _____
under and by the terms of which _____
agreed to construct a portion of that certain highway, designated _____
_____ Highway Project No. _____.
That _____

has fully and completely performed all work required to be performed by him under the terms of said
contract, and has fully and completely complied with the terms and conditions of said contract:
that _____
has settled and paid all claims of every nature owing and due to be paid to any person, co-partnership,
corporation, association, or otherwise, for labor, materials, supplies or provisions furnished or used in
the performance of said contract; that all just debts, dues and demands incurred by _____
_____
or any sub-contractor for _____
and all just debts, dues, or demands incurred on or for _____
_____
account, by any person, in the performance of said contract, have been settled and paid, that the
matters and things herein set forth are within his own knowledge and true.

Further affiant sayeth not.

_____

By: _____

Subscribed and sworn to before me this
_____ day _____ 20 _____

_____
Notary Public

My Commission Expires _____

CONSENT OF SURETY
For Final Payment

Project Name: _____

Location: _____

Project No.: _____ Contract No. _____

Type of Contract: _____

Amount of Contract: _____

In accordance with the provisions of the above-named contract between the owner and the Contractor, the following named surety:

_____

_____

_____

on the Payment Bond of the following named Contractor:

_____

_____

_____

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner, as set forth in said Surety company's bond:

Maricopa County, a legal entity organized and existing in the State of Arizona

IN WITNESS WHEREOF, the Surety compnay has hereunto set its hand and seal this _____ day of _____ 20 _____.

_____
(Name of Surety Company)

_____
(Signature of Authorized Representative

(Affix corporate seal here)

TITLE _____