SUBCONTRACT AGREEMENT

Prior to any subcontractor working on the project, a subcontract agreement must be prepared by the contractor / subcontractor and submitted to the Resident Engineer.

Upon receipt of the subcontract agreement and **prior** to forwarding to Contract Compliance, the Resident Engineer shall verify:

A. a Request to Sublet (RTS) is attached if not previously submitted.
B. the Inclusion of Contract page is completed and attached (see page 3 - 2 for federally funded contracts, see page 3 - 3 for state funded contracts).
C. the Lobbying Certificate (for federally funded contracts) is completed and attached.
D. a subcontract agreement is attached (**all requirements, inclusions and attachments shall be checked and verified by Contract Compliance**).

The Resident Engineer will notify the contractor if corrections are necessary. After corrections are made, forward the subcontract agreement and all hauling agreements (required for trucking DBE's) to Contract Compliance for review and approval. Enter the date subcontract agreement is sent to Contract Compliance on the SUBCONTRACTORS LISTING (see pages 3 - 11 and 3 - 24).

Contract Compliance shall verify:

A. all necessary information is correct and complete
B. all requirements of a subcontract agreement per Standard Specifications subsection 108.01 are attached:
   (a) The DESIGNATED HOURLY MINIMUM WAGE RATES
   (b) Form FHWA 1273 (for federally funded contracts)
   (c) ADDITIONAL CONTRACT PROVISIONS - SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS
   (d) STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246) (for federally funded contracts)
   (e) ADDITIONAL CONTRACT PROVISIONS - SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
   (f) ADDITIONAL CONTRACT PROVISIONS - EQUAL EMPLOYMENT OPPORTUNITY Training Special Provisions (for federally funded contracts)
   (g) The certification on RESTRICTIONS ON LOBBYING USING APPROPRIATED FEDERAL FUNDS (for federally funded contracts)

See pages 3 - 25 thru 3 - 71 for subcontract packet for federally funded contracts.
See pages 3 - 72 thru 3 - 88 for subcontract packet for state funded contracts.

INCLUSION OF CONTRACT
PROVISIONS IN SUBCONTRACTS
Federally Funded Contracts

Rev. 08/15

Date

C052
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 SOUTH STEWART STREET
CARSON CITY NV 89712

Reference is made to NDOT Contract No. _____, Project No. _____, project description _____

_____

_____ And _____
Contractor (please print) Subcontractor (please print)

The subcontractor acknowledges it has received the following contract provisions. Each of the provisions will be an enforceable part of the subcontract agreement, and will be included in all lower tiered subcontract agreements:

1. LABOR PROVISIONS: The DESIGNATED HOURLY MINIMUM WAGE RATES supplied by the United States Department of Labor and the Labor Commissioner of the State of Nevada.
2. FORM FHWA-1273: The REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS (Exclusive of Appalachian Contracts) AND APPENDIX A.
3. The ADDITIONAL CONTRACT PROVISIONS - SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS.
4. The STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246).
5. The ADDITIONAL CONTRACT PROVISIONS - SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES.
6. The ADDITIONAL CONTRACT PROVISIONS - EQUAL EMPLOYMENT OPPORTUNITY Training Special Provisions.
7. The certification on RESTRICTIONS ON LOBBYING USING APPROPRIATED FEDERAL FUNDS.
8. SUBCONTRACT PROVISIONS NEVADA REVISED STATUTES (NRS).
9. POSTINGS and NOTICES.
10. ADDITIONAL CONTRACT PROVISIONS DISADVANTAGED BUSINESS ENTERPRISE IN FEDERAL-AID HIGHWAY CONSTRUCTION.

THE UNDERSIGNED AGREES TO PROVIDE CERTIFIED PAYROLLS THROUGH THE LCP TRACKER SYSTEM FOR ALL EMPLOYEES WORKING ON THIS CONTRACT

_____	_____	_____
Subcontractor (signature)	Subcontractor (title)	Date

INCLUSION OF CONTRACT
PROVISIONS IN SUBCONTRACTS
State Funded Contracts

Rev. 08/15

Date

C052
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 SOUTH STEWART STREET
CARSON CITY NV 89712

Reference is made to NDOT Contract No. _____, Project No. _____, project description _____
_____

_____ And _____
Contractor (please print) Subcontractor (please print)

The subcontractor acknowledges it has received the following contract provisions. Each of the provisions will be an enforceable part of the subcontract agreement, and will be included in all lower tiered subcontract agreements:

1. LABOR PROVISIONS: The HOURLY MINIMUM WAGE RATES as determined by the Labor Commissioner of the State of Nevada.
2. The ADDITIONAL CONTRACT PROVISIONS - EQUAL EMPLOYMENT OPPORTUNITY PRACTICES.
3. SUBCONTRACT PROVISIONS NEVADA REVISED STATUTES (NRS).
4. POSTINGS and NOTICES.

THE UNDERSIGNED AGREES TO PROVIDE CERTIFIED PAYROLLS THROUGH THE LCP TRACKER SYSTEM FOR ALL EMPLOYEES WORKING ON THIS CONTRACT

_____	_____	_____
Subcontractor (signature)	Subcontractor (title)	Date

Contract Compliance will notify the Resident Engineer if corrections are necessary. Contract Compliance will upload the approved subcontract agreement letter into LCPtracker if the prime contractor or subcontractor has assigned a lower tier subcontractor to his contract in LCPtracker. If the prime contractor or subcontractor has not assigned the lower tier subcontractor to his contract in LCPtracker, Contract Compliance will not be able to upload the approved subcontract agreement letter. The subcontractor cannot begin entering payrolls into LCPtracker until the prime contractor or subcontractor has assigned the lower tier subcontractor to the contract and Contract Compliance has uploaded the approved subcontract agreement letter. **NOTE**: If a subcontractor calls and cannot enter payrolls, this is usually the problem. Ideally, the prime contractor or subcontractor should assign a lower tier subcontractor to his contract in LCPtracker when the subcontract agreement is submitted to the Resident Engineer.

Contract Compliance will send a copy of the approved subcontract agreement to the Resident Engineer, who will then forward a copy to the prime contractor. If Contract Compliance included the prime contractor in their distribution, the Resident Engineer must still notify the prime contractor as the recipients may not be the same. The Resident Engineer is ultimately responsible for notifying the prime contractor of approvals. Enter the date subcontract agreement is received from Contract Compliance on the SUBCONTRACTORS LISTING (see pages 3 - 11 and 3 - 24).

After the subcontract agreement is approved, the subcontractor may begin work on the contract. Certified payrolls must be entered into LCPtracker for all employees working as a result of the subcontract agreement. Payrolls must be submitted each week for work performed during the preceding weekly payroll period (applies to federally funded and state funded projects). Non-performance payroll reports must be submitted each week for no work performed during the preceding weekly payroll period (applies to federally funded and state funded projects).

The office person will distribute a copy of SUBCONTRACTORS LISTING to each inspector so they are familiar with approved subcontractors. The inspector shall notify the Resident Engineer if employees are working without an approved subcontract agreement.

All subcontractors must be included on the Final Payroll Letter at contract completion, even if they did not perform any work on the project.

Refer to the following flow charts and examples for required compliance documents:

Figure 1	Prevailing wage Non-DBE's - bid item work (excluding trucking) (See pages 3 - 89 and 3 - 90)
Figure 4	Prevailing wage Non-DBE owner operators (excluding trucking owner operators) (See pages 3 - 91 and 3 - 92)
Figure 6	Prevailing wage DBE's - bid item work (excluding trucking) (See pages 3 - 93 and 3 - 94)
Figure 7	Prevailing wage DBE's - non bid item work (excluding trucking) (See pages 3 - 95 and 3 - 96)
Figure 8	Prevailing wage DBE trucking (including trucking owner operators) (See pages 3 - 97 and 3 - 98)
Figure 9	Non-prevailing wage DBE trucking (including trucking owner operators) (See pages 3 - 99 and 3 - 100)
Figure 10	Prevailing wage and non-prevailing wage DBE owner operators (excluding trucking owner operators) (See page 3 - 101)

INCLUSION OF CONTRACT PROVISIONS IN SUBCONTRACTS
Federally Funded Contracts

May 20, 2015

C052
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 SOUTH STEWART STREET
CARSON CITY NV 89712

Reference is made to NDOT Contract No. 3585, Project No. NHP-395-1(027), on I-580/US 395 Carson City Freeway from South Carson Street to Fairview Drive, Package 2B-3, Carson City County.

Road & Highway Builders LLC And Tholl Fence Inc.
Contractor (please print) Subcontractor (please print)

The subcontractor acknowledges it has received the following contract provisions. Each of the provisions will be an enforceable part of the subcontract agreement, and will be included in all lower tiered subcontract agreements:

1. LABOR PROVISIONS: The DESIGNATED HOURLY MINIMUM WAGE RATES supplied by the United States Department of Labor and the Labor Commissioner of the State of Nevada.
2. FORM FHWA-1273: The REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS (Exclusive of Appalachian Contracts) AND APPENDIX A.
3. The ADDITIONAL CONTRACT PROVISIONS - SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS.
4. The STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246).
5. The ADDITIONAL CONTRACT PROVISIONS - SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES.
6. The ADDITIONAL CONTRACT PROVISIONS - EQUAL EMPLOYMENT OPPORTUNITY Training Special Provisions.
7. The certification on RESTRICTIONS ON LOBBYING USING APPROPRIATED FEDERAL FUNDS.
8. SUBCONTRACT PROVISIONS NEVADA REVISED STATUTES (NRS).
9. POSTINGS and NOTICES.
10. ADDITIONAL CONTRACT PROVISIONS DISADVANTAGED BUSINESS ENTERPRISE IN FEDERAL-AID HIGHWAY CONSTRUCTION.

THE UNDERSIGNED AGREES TO PROVIDE CERTIFIED PAYROLLS THROUGH THE LCP TRACKER SYSTEM FOR ALL EMPLOYEES WORKING ON THIS CONTRACT

Subcontractor (signature)	Vice President Subcontractor (title)	6/19/15 Date

SUBCONTRACT AGREEMENT

THIS SUBCONTRACT AGREEMENT (hereafter "Subcontract or "Agreement"), is made and entered into this 4th Day of June, 2015 by and between Road and Highway Builders, a Nevada Limited Liability Corporation (hereafter "Contractor") located at P.O. Box 70846, Reno, NV. 89570 and

Tholl Fence
PO Box 855
Sparks, NV 89432 **Phone (775) 358-8680**

(hereafter "Subcontractor").

The Contractor has entered into a contract with **The State Of Nevada Department of Transportation** (hereafter "Owner") for the performance of certain work according to the terms and conditions of said contract, including but not limited to, the Standard, General, Supplementary, Special, and other conditions and the General and Standard Specifications, addenda, plans, drawings, maps and other documents made a part thereof, all of which are herein collectively referred to as the "Contract". The project (hereafter "Project) is generally described as follows: **NDOT Contract 3585 - I580 Carson City Freeway 2B/3.**

The parties hereby wish to enter into a Subcontract, whereby Subcontractor shall undertake the performance of a part of the work to be done under the Contract on the terms and conditions hereafter expressed.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties hereto agree as follows:

SUBCONTRACT DOCUMENTS: 1.1 The Subcontract Documents shall consist of this Subcontract, Attachment A1 this Subcontract, the Contract, all addenda issued prior to and all modifications issued after execution of the Contract and/or the Subcontract, all technical and special terms and conditions, and all other documents listed, or referred to, in the Subcontract Documents, Attachment A2, and Attachment A3. These form the Subcontract, and are as fully a part of the Subcontract as if attached to or repeated herein. The Subcontract Documents may be reviewed by Subcontractor in Contractor's office during normal business hours.

1.2 Subcontractor shall be bound and obligated to Contractor by the terms of the Subcontract and of the Subcontract Documents, and Subcontractor assumes toward Contractor all obligations, liabilities and responsibilities that Contractor, by the Contract, has assumed toward the Owner. Contractor shall further have the benefit of all rights, remedies, redress and limitations in respect to the Subcontractor and all things done and used by Subcontractor in performance of its Work (as defined in Article 2.0 hereof) which the Owner and its agents have against Contractor under the Contract or by law. Any and all decisions by the Owner or its agents relative to interpretation of the Contract or any ambiguity or discrepancy therein shall be binding on the Subcontractor to the same extent such as binding on Contractor.

1.3 The intent of the Subcontract Documents is to include all items necessary for the proper execution and completion of the Work (as such term is defined in article 2.0 hereof). The Subcontract Documents are complementary, and what is required by any one shall be as binding as if required by all with respect to the Work. Work not explicitly covered in the Subcontract Documents shall be performed by Subcontractor, so long as it is consistent therewith and is reasonably inferable there from as being necessary to produce the intended results. The Contract and this Subcontract shall be interpreted together and in harmony with one another. In the event of conflict between the Contract and the Subcontract, the Contract shall be controlling, except with respect to the relationship between Contractor and Subcontractor, which shall be governed by this Subcontract.

ATTACHMENT A.1

#	BID ITEM	DESCRIPTION	QTY.	U/M	Unit Price	Total
132	6160180	12-Foot Metal Drive Gate	2	EA	$	$
133	6160720	Type A-4B Fence	1,229	LF	$	$
134	6161200	72" Chain Link Fence	10,728	LF	$	$
					Total	$

49 CFR Part 20 - Appendix A

CERTIFICATION REGARDING LOBBYING

Certification For Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 an 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.

(2) 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 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. 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.

Signature/Authorized Certifying Official

David McKinley V.P.
Typed Name and Title

Tholl Fence Inc.
Applicant/Organization

6/19/15
Date Signed

Rev. 08/15

STATE OF NEVADA

DEPARTMENT OF TRANSPORTATION

1263 S. Stewart Street

Carson City, Nevada 89712

BRIAN SANDOVAL
Governor

RUDY MALFABON, P.E., *Director*

June 29, 2015

In Reply Refer to:

C052
STEPHEN LANI RESIDENT ENGINEER
NEVADA DEPARTMENT OF TRANSPORTATION
DISTRICT II CARSON CITY OFFICE
1263 S STEWART STREET
CARSON CITY NV 89712

Subcontract Agreement No. 1
Contract No. 3585
Project No. NHP-395-1(027)

Dear Sir:

This is to advise you that the Subcontract Agreement with Tholl Fence, Inc. has been formally approved for the items of work listed on the subcontract.

The applicable amount of the Request to Sublet to the 50% limitation is: $5,260.13 or 0.01%.

For your information the total amount subcontracted to date (including the above amount) applicable to the 50% limitation set forth in Subsection 108.01 of the Standard Specifications is: $5,260.12 or 0.01%.

Sincerely,

Jaye Lindsay

Jaye Lindsay
Compliance Audit Investigator II

jvl

cc: Road & Highway Builders, LLC, Prime Contractor
Thor Dyson, District II Engineer (via e-mail)
Tax Division Manager, Nevada Tax Commission

CONTRACT NO. 3585 SUBCONTRACTORS LISTING

Contractor	Request to Sublet		Subcontract Agreement		Service Provider		Final	Week
	To CC	From CC	To CC	From CC	To CC	From CC	Payroll	Ending
Tholl Fence	6/29/2015	6/29/2015	6/29/2015	6/29/2015				

INCLUSION OF CONTRACT
PROVISIONS IN SUBCONTRACTS
State Funded Contracts

June 22, 2015

C052
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 SOUTH STEWART STREET
CARSON CITY NV 89712

Reference is made to NDOT Contract No. 3591, Project No. SPI-580-1(022), On I 580 at South Virginia (Summit Mall), Washoe County.

Q:D Construction Inc And Tholl Fence Inc
Contractor (please print) Subcontractor (please print)

The subcontractor acknowledges it has received the following contract provisions. Each of the provisions will be an enforceable part of the subcontract agreement, and will be included in all lower tiered subcontract agreements:

1. LABOR PROVISIONS: The DESIGNATED HOURLY MINIMUM WAGE RATES supplied by the Labor Commissioner of the State of Nevada.
2. The ADDITIONAL CONTRACT PROVISIONS - SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS.
3. The ADDITIONAL CONTRACT PROVISIONS - SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES.
4. SUBCONTRACT PROVISIONS NEVADA REVISED STATUTES (NRS).
5. POSTINGS and NOTICES.

THE UNDERSIGNED AGREES TO PROVIDE CERTIFIED PAYROLLS THROUGH THE LCP TRACKER SYSTEM FOR ALL EMPLOYEES WORKING ON THIS CONTRACT

Subcontractor (signature)	Treasurer Subcontractor (title)	7-16-15 Date

Rev. 04/15

INCLUSION OF CONTRACT
PROVISIONS IN SUBCONTRACTS
State Funded Contracts

Date

C052
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 SOUTH STEWART STREET
CARSON CITY NV 89712

Reference is made to NDOT Contract No. _____, Project No. _____, project description _____
_____

_____ And _____
Contractor (please print) Subcontractor (please print)

The subcontractor acknowledges it has received the following contract provisions. Each of the provisions will be an enforceable part of the subcontract agreement, and will be included in all lower tiered subcontract agreements:

1. LABOR PROVISIONS: The HOURLY MINIMUM WAGE RATES as determined by the Labor Commissioner of the State of Nevada.
2. The ADDITIONAL CONTRACT PROVISIONS - EQUAL EMPLOYMENT OPPORTUNITY PRACTICES.
3. SUBCONTRACT PROVISIONS NEVADA REVISED STATUTES (NRS).
4. POSTINGS and NOTICES.

THE UNDERSIGNED AGREES TO PROVIDE CERTIFIED PAYROLLS THROUGH THE LCP TRACKER SYSTEM FOR ALL EMPLOYEES WORKING ON THIS CONTRACT

_____ _____ _____
Subcontractor (signature) Subcontractor (title) Date

Subcontract No. 14200.002

Q&D CONSTRUCTION, INC.
1050 S. 21st Street, Sparks, NV 89431 Ph: 775.786.2677 Fx: 775.786.5136
NCL 8197 A&B, CCL 427988BA

SUBCONTRACT AGREEMENT

Q&D Construction, Inc., of Sparks, Nevada (hereafter Contractor), Nevada license number 8197 A&B, and **Tholl Fence Inc.** (hereafter Subcontractor), in consideration of the mutual promises and covenants and other good and valuable consideration, do agree as follows:

Date of Agreement: 7/9/2015

Project: NDOT 3591 - I-580 Summit Landscaping Q&D's Project Number: 14200.

Project Location: I-580 & S. Virginia @ Summit Mall, Reno, NV 89511

Project Owner: Nevada Department of Transportation
1263 S. Stewart Street Carson City, NV 89712

Design Professional: NDOT

Date of Project Commencement: 09/14/2015 Date of Project Completion: 11/20/2015

Subcontract Amount:

Retention: 10.0000%

Subcontractor Information:

License #: 5493A
Address: PO Box 855
Sparks, NV 89432
Phone 775-358-8680
Fax: 775-358-7197

Subcontractor's Authorized Representative: Steve Appelbaum

Scope of Subcontract Work ("Subcontract Work"): Provide all labor, materials, tools, equipment, insurance, taxes, supervision and anything else necessary or incidental to furnish and install Type B-4B Fence per project specifications and plans and as modified herein.

Inclusions:

Item Number	Quantity	Unit	Item Description	Unit Price	Total Amount
215 0350	1638	LF	Barrier Fence		

Exclusions: Per Attachment A

CONTRACT DOCUMENTS: The Contract Documents consist of the Agreement between Q&D Construction and the Owner ("Prime Contract"), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, including, but not limited to:

Exhibit A (Drawings and Specifications)
Exhibit B (Insurance Requirements)
Exhibit C (Job Policies and Procedures)
Exhibit D (Preliminary Lien Information)
Exhibit E (FHWA 1273)

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 S. Stewart Street
Carson City, Nevada 89712

Rev. 08/15

BRIAN SANDOVAL
Governor

RUDY MALFABON, P.E., *Director*

August 6, 2015

In Reply Refer to

C052
BRAD DURSKI RESIDENT ENGINEER
NEVADA DEPARTMENT OF TRANSPORTATION
DISTRICT II CARSON CITY OFFICE
1263 S STEWART STREET
CARSON CITY NV 89712

Subcontract Agreement No. 3
Contract No. 3591
Project No. SPI-580-1(022)

Dear Sir:

This is to advise you that the Subcontract Agreement with Tholl Fence, Inc. has been formally approved for the items of work listed on the subcontract.

The applicable amount of the Request to Sublet to the 50% limitation is: $32,596.20 or 1.73%.

For your information the total amount subcontracted to date (including the above amount) applicable to the 50% limitation set forth in Subsection 108.01 of the Standard Specifications is: $112,173.20 or 5.94%.

Sincerely,

Jaye Lindsay
Compliance Audit Investigator II

jvl

cc: Q & D Construction, Inc., Prime Contractor
Thor Dyson, District II Engineer (via e-mail)
Tax Division Manager, Nevada Tax Commission

Rev. 08/15

INCLUSION OF CONTRACT PROVISIONS IN SUBCONTRACTS
State Funded Contracts

June 22, 2015

C052
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 SOUTH STEWART STREET
CARSON CITY NV 89712

Reference is made to NDOT Contract No. 3591, Project No. SPI-580-1(022), On I 580 at South Virginia (Summit Mall), Washoe County.

Q & D Construction, Inc. (Contractor (please print)) And PAR Electrical Contractors, Inc. (Subcontractor (please print))

The subcontractor acknowledges it has received the following contract provisions. Each of the provisions will be an enforceable part of the subcontract agreement, and will be included in all lower tiered subcontract agreements:

1. LABOR PROVISIONS: The DESIGNATED HOURLY MINIMUM WAGE RATES supplied by the Labor Commissioner of the State of Nevada.
2. The ADDITIONAL CONTRACT PROVISIONS - SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS.
3. The ADDITIONAL CONTRACT PROVISIONS - SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES.
4. SUBCONTRACT PROVISIONS NEVADA REVISED STATUTES (NRS).
5. POSTINGS and NOTICES.

THE UNDERSIGNED AGREES TO PROVIDE CERTIFIED PAYROLLS THROUGH THE LCP TRACKER SYSTEM FOR ALL EMPLOYEES WORKING ON THIS CONTRACT

Subcontractor (signature)	Division Manager Subcontractor (title)	7-17-15 Date

Rev. 04/15 Shane Glenn

INCLUSION OF CONTRACT
PROVISIONS IN SUBCONTRACTS
State Funded Contracts

Date

C052
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 SOUTH STEWART STREET
CARSON CITY NV 89712

Reference is made to NDOT Contract No. _____, Project No. _____, project description _____
_____

_____ And _____
Contractor (please print) Subcontractor (please print)

The subcontractor acknowledges it has received the following contract provisions. Each of the provisions will be an enforceable part of the subcontract agreement, and will be included in all lower tiered subcontract agreements:

1. LABOR PROVISIONS: The HOURLY MINIMUM WAGE RATES as determined by the Labor Commissioner of the State of Nevada.
2. The ADDITIONAL CONTRACT PROVISIONS - EQUAL EMPLOYMENT OPPORTUNITY PRACTICES.
3. SUBCONTRACT PROVISIONS NEVADA REVISED STATUTES (NRS).
4. POSTINGS and NOTICES.

THE UNDERSIGNED AGREES TO PROVIDE CERTIFIED PAYROLLS THROUGH THE LCP TRACKER SYSTEM FOR ALL EMPLOYEES WORKING ON THIS CONTRACT

_____ _____ _____
Subcontractor (signature) Subcontractor (title) Date

Subcontract No. 14200.003

Q&D CONSTRUCTION, INC.
1050 S. 21st Street, Sparks, NV 89431 Ph: 775.786 2677 Fx: 775 786 5136
NCL 8197 A&B, CCL 427988BA

SUBCONTRACT AGREEMENT

Q&D Construction, Inc., of Sparks, Nevada (hereafter Contractor), Nevada license number 8197 A&B, and **Par Electrical Contractors Inc.** (hereafter Subcontractor), in consideration of the mutual promises and covenants and other good and valuable consideration, do agree as follows:

Date of Agreement: 7/16/2015

Project: NDOT 3591 - I-580 Summit Landscaping Q&D's Project Number: 14200.

Project Location: I-580 & S. Virginia @ Summit Mall, Reno, NV 89511

Project Owner: Nevada Department of Transportation
1263 S. Stewart Street Carson City, NV 89712

Design Professional:

Date of Project Commencement: 09/14/2015 Date of Project Completion: 11/20/2015

Subcontract Amount:

Retention: 10.0000%

Subcontractor Information:

License #: 36500C-2, 51518-A
Address: P.O. Box 846234
Dallas, TX 75284-6234
Phone 775-329-0407
Fax: 775-329-0478

Subcontractor's Authorized Representative: Shane Glenn

Scope of Subcontract Work ("Subcontract Work"): Provide all labor, materials, tools, equipment, insurance, taxes, supervision and anything else necessary or incidental to furnish and instal pull boxes per project specifications and plans and as modified herein.

Inclusions:

Item Number	Quantity	Unit	Item Description	Unit Price	Total Amount
623 0200	2	EA	Modify Pull Box		
623 0240	2	EA	NO. 9 Pull Box		
623 0241	2	EA	NO. 9 Pull Box, Modified		
			Total		

Exclusions: Per Attachment A

STATE OF NEVADA

DEPARTMENT OF TRANSPORTATION

1263 S. Stewart Street

Carson City, Nevada 89712

Rev. 08/15

BRIAN SANDOVAL
Governor

RUDY MALFABON, P.E., *Director*

August 6, 2015

In Reply Refer to

C052
BRAD DURSKI RESIDENT ENGINEER
NEVADA DEPARTMENT OF TRANSPORTATION
DISTRICT II CARSON CITY OFFICE
1263 S STEWART STREET
CARSON CITY NV 89712

Subcontract Agreement No. 1
Contract No. 3591
Project No. SPI-580-1(022)

Dear Sir:

This is to advise you that the Subcontract Agreement with PAR Electrical Contractors, Inc. has been formally approved for the items of work listed on the subcontract.

The applicable amount of the Request to Sublet to the 50% limitation is: $9,292.00 or 0.49%.

For your information the total amount subcontracted to date (including the above amount) applicable to the 50% limitation set forth in Subsection 108.01 of the Standard Specifications is: $9,292.00 or 0.49%.

Sincerely,

Jaye Lindsay

Jaye Lindsay
Compliance Audit Investigator II

jvl

cc: Q & D Construction, Inc., Prime Contractor
Thor Dyson, District II Engineer (via e-mail)
Tax Division Manager, Nevada Tax Commission

INCLUSION OF CONTR/ T
PROVISIONS IN SUBCONTRACTS
State Funded Contracts

June 22, 2015

C052
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 SOUTH STEWART STREET
CARSON CITY NV 89712

Reference is made to NDOT Contract No. 3591, Project No. SPI-580-1(022), On I 580 at South Virginia (Summit Mall), Washoe County.

Q&D Construction, Inc. And Soil-Tech, Inc.
Contractor (please print) Subcontractor (please print)

The subcontractor acknowledges it has received the following contract provisions. Each of the provisions will be an enforceable part of the subcontract agreement, and will be included in all lower tiered subcontract agreements:

1. LABOR PROVISIONS: The DESIGNATED HOURLY MINIMUM WAGE RATES supplied by the Labor Commissioner of the State of Nevada.
2. The ADDITIONAL CONTRACT PROVISIONS - SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS.
3. The ADDITIONAL CONTRACT PROVISIONS - SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES.
4. SUBCONTRACT PROVISIONS NEVADA REVISED STATUTES (NRS).
5. POSTINGS and NOTICES.

THE UNDERSIGNED AGREES TO PROVIDE CERTIFIED PAYROLLS THROUGH THE LCP TRACKER SYSTEM FOR ALL EMPLOYEES WORKING ON THIS CONTRACT

Subcontractor (signature)	VP Estimating Subcontractor (title)	7/21/15 Date

INCLUSION OF CONTRACT PROVISIONS IN SUBCONTRACTS
State Funded Contracts

Date

C052
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 SOUTH STEWART STREET
CARSON CITY NV 89712

Reference is made to NDOT Contract No. _____, Project No. _____, project description _____
_____

_____ And _____
Contractor (please print) Subcontractor (please print)

The subcontractor acknowledges it has received the following contract provisions. Each of the provisions will be an enforceable part of the subcontract agreement, and will be included in all lower tiered subcontract agreements:

1. LABOR PROVISIONS: The HOURLY MINIMUM WAGE RATES as determined by the Labor Commissioner of the State of Nevada.
2. The ADDITIONAL CONTRACT PROVISIONS - EQUAL EMPLOYMENT OPPORTUNITY PRACTICES.
3. SUBCONTRACT PROVISIONS NEVADA REVISED STATUTES (NRS).
4. POSTINGS and NOTICES.

THE UNDERSIGNED AGREES TO PROVIDE CERTIFIED PAYROLLS THROUGH THE LCP TRACKER SYSTEM FOR ALL EMPLOYEES WORKING ON THIS CONTRACT

_____ _____ _____
Subcontractor (signature) Subcontractor (title) Date

Subcontract No. 14200.004

Q&D CONSTRUCTION, INC.
1050 S. 21st Street, Sparks, NV 89431 Ph: 775.786.2677 Fx: 775.786.5136
NCL 8197 A&B, CCL 427988BA

SUBCONTRACT AGREEMENT

Q&D Construction, Inc., of Sparks, Nevada (hereafter Contractor), Nevada license number 8197 A&B, and **Soil-Tech** (hereafter Subcontractor), in consideration of the mutual promises and covenants and other good and valuable consideration, do agree as follows:

Date of Agreement: 7/16/2015

Project: NDOT 3591 I-580 Summit Landscaping Q&D's Project Number: 14200

Project Location: I-580 & S. Virginia @ Summit Mall, Reno, NV 89511

Project Owner: Nevada Department of Transportation
1263 S. Stewart Street Carson City, NV 89712

Design Professional:

Date of Project Commencement: 09/14/2015 Date of Project Completion: 11/20/2015

Subcontract Amount:

Retention: 10.0000%

Subcontractor Information:

License #: 0033450
Address: 6420 S. Cameron Dr
Las Vegas, NV 89118
Phone: 702-873-2023
Fax: 702-873-0915

Subcontractor's Authorized Representative: Vance Weems

Scope of Subcontract Work ("Subcontract Work"): Provide all labor, materials, tools, equipment, insurance, taxes, supervision and anything else necessary or incidental to furnish and instal Seeding, Plant establishment, per project specifications and plans and as modified herein.

Inclusions:

Item Number	Quantity	Unit	Item Description	Unit Price	Total Amount
211 0150	7.4	ACRE	Seeding		
212 0390	1	LS	Plant Establishment		
212 0410	64	EA	Plants Group A-1		
212 0430	136	EA	Plants Group A-5		
212 0460	73	EA	Plants Group A-15		
628 0120	1	LS	Mobilization		
			Total		

Exclusions: Per Attachment A

STATE OF NEVADA

DEPARTMENT OF TRANSPORTATION

1263 S. Stewart Street

Carson City, Nevada 89712

Rev. 08/15

BRIAN SANDOVAL
Governor

RUDY MALFABON, P.E., *Director*

August 6, 2015

In Reply Refer to

C052
BRAD DURSKI RESIDENT ENGINEER
NEVADA DEPARTMENT OF TRANSPORTATION
DISTRICT II CARSON CITY OFFICE
1263 S STEWART STREET
CARSON CITY NV 89712

Subcontract Agreement No. 2
Contract No. 3591
Project No. SPI-580-1(022)

Dear Sir:

This is to advise you that the Subcontract Agreement with Soil Tech, Inc. has been formally approved for the items of work listed on the subcontract.

The applicable amount of the Request to Sublet to the 50% limitation is: $70,285.00 or 3.72%.

For your information the total amount subcontracted to date (including the above amount) applicable to the 50% limitation set forth in Subsection 108.01 of the Standard Specifications is: $79,577.00 or 4.21%.

Sincerely,

Jaye Lindsay

Jaye Lindsay
Compliance Audit Investigator II

jvl

cc: Q & D Construction, Inc., Prime Contractor
Thor Dyson, District II Engineer (via e-mail)
Tax Division Manager, Nevada Tax Commission

CONTRACT NO. 3591 SUBCONTRACTORS LISTING

Contractor	Request to Sublet		Subcontract Agreement		Service Provider		Final	Week
	To CC	From CC	To CC	From CC	To CC	From CC	Payroll	Ending
Tholl Fence	8/3/2015	8/6/2015	8/3/2015	8/6/2015				
Par Electric	8/3/2015	8/6/2015	8/3/2015	8/6/2015				
Soil Tech	8/3/2015	8/6/2015	8/3/2015	8/6/2015				

INCLUSION OF CONTRACT PROVISIONS IN SUBCONTRACTS

Federally Funded Contracts

Date

C052
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 SOUTH STEWART STREET
CARSON CITY NV 89712

Reference is made to NDOT Contract No. _____, Project No. _____, project description _____

_____

_____ And _____
Contractor (please print) Subcontractor (please print)

The subcontractor acknowledges it has received the following contract provisions. Each of the provisions will be an enforceable part of the subcontract agreement, and will be included in all lower tiered subcontract agreements:

1. LABOR PROVISIONS: The DESIGNATED HOURLY MINIMUM WAGE RATES supplied by the United States Department of Labor and the Labor Commissioner of the State of Nevada.
2. FORM FHWA-1273: The REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS (Exclusive of Appalachian Contracts) AND APPENDIX A. (3-31 to 3-42)
3. The ADDITIONAL CONTRACT PROVISIONS - SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS. (3-43)
4. The STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246). (3-44 to 3-49)
5. The ADDITIONAL CONTRACT PROVISIONS - SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES. (3-50 to 3-54)
6. The ADDITIONAL CONTRACT PROVISIONS - EQUAL EMPLOYMENT OPPORTUNITY Training Special Provisions. (3-55 to 3-57)
7. The certification on RESTRICTIONS ON LOBBYING USING APPROPRIATED FEDERAL FUNDS. (3-58)
8. SUBCONTRACT PROVISIONS NEVADA REVISED STATUTES (NRS). (3-59)
9. POSTINGS and NOTICES. (3-60 to 3-69)
10. ADDITIONAL CONTRACT PROVISIONS DISADVANTAGED BUSINESS ENTERPRISE IN FEDERAL-AID HIGHWAY CONSTRUCTION. (3-70 to 3-71)

THE UNDERSIGNED AGREES TO PROVIDE CERTIFIED PAYROLLS THROUGH THE LCP TRACKER SYSTEM FOR ALL EMPLOYEES WORKING ON THIS CONTRACT

_____ _____ _____
Subcontractor (signature) Subcontractor (title) Date

Nevada Department of Transportation (NDOT)

FRINGE BENEFIT ITEMIZED CONTRIBUTIONS/DEDUCTIONS STATEMENT

NDOT Contract No.:	NDOT Project No.(s):	Date:

Contractor/Subcontractor:	To: RESIDENT ENGINEER
Phone No.:	Phone No.:
Contractor/Subcontractor Address:	Resident Engineer Address:

This form is to be completed and submitted in addition to the certified payroll as a means of compliance. The Nevada Administrative Code (NAC) to Chapter 338 of the Nevada Revised Statutes (NRS) requires that each certified payroll report must include a itemization of all contributions made to a third person pursuant to a fund, plan or program in the name of a workman as authorized by NRS 338.035, if any such contributions were made as part of the wages of that workman, NAC 338 - 11(1).

To ensure the proper Fringe Benefit rates are applied to the certified payrolls and/or to any Force Account work (if applicable to this contract), the rates for fringe benefits, subsistence and/or travel allowance payment (as required by the State Labor Commissioner and the U.S. Department of Labor) used for employees, on the various classes or work, are tabulated below.

Name of the classification and/or employee(s) receiving the benefit. Use additional sheet if needed.	Subsistence or Travel Allowance	Indicate the amount of each contribution as an hourly rate.					
		Health and Welfare	Pension	Vacation/ Holiday	Training or Apprentice-ships	Other	Effective Date of Benefit

A revised statement must be submitted when changes occur. If differing benefits apply to various employees the employer is required to report said differences on the certified payroll or this form.

The contractor/subcontractor certifies the information provided on this form is accurate, correct and complete. All wage deductions and contributions to fringe benefits comply with applicable state of federal laws and regulations. Refer to NRS 608, NRS 338, 40 USC 276(a) Davis Bacon Act and related rules and regulations for public works law, i.e., NAC 338, titles 29, 41 and 49 of the Code of Federal Regulations.

Signature of the employer or its agent who pays or supervises the payment of the persons employed under the contract. Falsification of this report may subject the contractor or subcontractor to civil or criminal prosecution and sever penalties:

Signature	Title of person signing

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

Rev. 08/15

REQUEST TO SUBLET

Requests to subcontract at all tiers are to be made on this form. DATE: _____

NDOT Contract No. _____ Project No. _____

Project Location: _____

_____

_____

The undersigned contractor hereby requests permission to sublet the following work items, which are a portion of the aforementioned contract,

to _____ Nevada Contractors' License No. _____

When contract items are to be sublet, contract unit prices and/or amounts are to be shown in the following tabulation.

Item Number	Quantity	Unit	Item Description	Unit Price	Total Amount Contracted For The Item	% of Dollar Amount Sublet

Total amount sublet ..... $ _____

Less amount of specialty items sublet .....- $ _____

Equals the total amount applicable to the 50% limitation ..... $ _____

Qualifications of subcontractor: Has the subcontractor performed similar work? _____ If so with whom and in what amount,

_____

_____

The subcontracting contractor is to furnish a signed copy of this request to sublet and a subcontract agreement to the NDOT resident engineer overseeing the contract. There must be a written approval of the request to sublet and the subcontract agreement signed by an authorized NDOT representative prior to the subcontractor actually starting work on the project.

It is agreed and understood, that the executed subcontract will contain, by inclusion, all of the pertinent provisions, terms and/or requirements of the contract number indicated and will be subject to the terms and requirements thereof.

_____	_____	_____
Name of Contractor Requesting to Sublet	Authorized Signature of Requesting Contractor	Date
_____	_____	_____
Reviewed By: Resident Engineer (please print)	Resident Engineer (signature)	Date

****

FOR NDOT DEPARTMENT USE ONLY:

NDOT contract amount ..... $ _____

Less the total amount of specialty items for the contract ..... - $ _____

Equals contract amount applicable to the 50% limitation ..... $ _____

Total amount sublet to date including this request is $ _____ for a total of _____ % of the permissible amount that can be sublet.

Approved By: _____ Date: _____

Contract Compliance Officer

NDOT 052-023, Rev. 06/15

Rev. 08/15

REQUEST TO UTILIZE SERVICE PROVIDER (RTUSP)

for trucking

TO: _____, R.E. CONTRACT NO.: _____

PRIME CONTRACTOR: _____

(If Applicable) SUBCONTRACTOR: _____

(If Applicable) 2nd Tier SUBCONTRACTOR: _____

SUBMITTED BY: _____ _____
(Print Name/Title) (Company)

1) Service Provider: _____

2) (If Applicable) Service Provider's Contr. Lic. No.: _____ Exp. Date: _____

3) Service Provider's NV Business Lic. No.: _____ Exp. Date: _____

4) Materials to be hauled: _____

5) Hauling from commercial source ☐ Hauling from jobsite pit ☐
(check all that apply)

6) Prevailing wage not required ☐ Prevailing wage required ☐

7) a) Cost per hour: _____

b) Total estimated hours: _____

c) Total estimated cost: _____

8) Approximate duration: From_____, 20_____to_____, 20_____

IF APPLICABLE, THE UNDERSIGNED AGREES TO PROVIDE CERTIFIED PAYROLLS THROUGH THE LCP TRACKER SYSTEM FOR ALL EMPLOYEES WORKING ON THIS CONTRACT

_____ _____ _____
Service Provider (please print) Service Provider (signature) Date

_____ _____ _____
Contractor (please print) Contractor (signature) Date

Recommended: _____ _____
Resident Engineer (signature) Date

Approved: _____ _____
Contract Compliance Officer (signature) Date

cc: _____, Asst. Chief Construction Engineer
_____, District Engineer
_____, Asst. District Engineer

NDOT 052-061A, Rev. 06/15

REQUEST TO UTILIZE SERVICE PROVIDER (RTUSP)

for non-bid item work, excluding trucking

TO: _____, R.E. CONTRACT NO.: _____

PRIME CONTRACTOR: _____

(If Applicable) SUBCONTRACTOR: _____

(If Applicable) 2nd Tier SUBCONTRACTOR: _____

SUBMITTED BY: _____ _____
(Print Name/Title) (Company)

1) Service Provider: _____

2) (If Applicable) Service Provider's Contr. Lic. No.: _____ Exp. Date: _____

3) Service Provider's NV Business Lic. No.: _____ Exp. Date: _____

4) Service requested: _____

5) Explanation for request: _____

6) a) Cost per hour: _____

b) Total estimated hours: _____

c) Total estimated cost: _____

7) Prevailing wage required ☐ Prevailing wage not required ☐ (check all that apply)

8) Approximate duration: From_____, 20_____to_____, 20_____

THE UNDERSIGNED AGREES TO PROVIDE CERTIFIED PAYROLLS THROUGH THE LCP TRACKER SYSTEM FOR ALL EMPLOYEES WORKING ON THIS CONTRACT

_____ _____ _____
Service Provider (please print) Service Provider (signature) Date

_____ _____ _____
Contractor (please print) Contractor (signature) Date

Recommended: _____ _____
Resident Engineer (signature) Date

Approved: _____ _____
Contract Compliance Officer (signature) Date

cc: _____, Asst. Chief Construction Engineer
_____, District Engineer
_____, Asst. District Engineer

CONTRACTOR'S MONTHLY REPORT OF PAYMENTS TO SUBCONTRACTORS

The Standard Specifications for Road and Bridge Construction Section 109.08 requires each contractor to submit to NDOT a monthly report of payments to its subcontractors. This applies to all tiers of subcontracting. Monthly updates are to be submitted on this form and provided to the NDOT resident engineer overseeing the contract.

Business name and address of the contractor making payment:

NDOT CONTRACT NUMBER: ____ ____ ____ ____

	Date Invoiced by Subcontractor	Amount Invoiced by Subcontractor	Date Subcontractor was Paid	Amount Paid for Work or Services	Amount Paid for Supplies
Subcontractor name: Total subcontract amount: $					
Subcontractor name: Total subcontract amount: $					
Subcontractor name: Total subcontract amount: $					
Subcontractor name: Total subcontract amount: $					
Subcontractor name: Total subcontract amount: $					
Subcontractor name: Total subcontract amount: $					
Subcontractor name: Total subcontract amount: $					

Signature of authorized representative of the contractor	Title of person signing	Date Submitted

The contractor attests that the information provided is accurate.

NDOT Form 052-060 (Rev 9/02)

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

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

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

10. Assurance Required by 49 CFR 26.13(b):

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

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

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

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

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

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

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

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

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the 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.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", the Department is requiring that the employers insert, for their employees, an ethnic code and Male/Female identifier on each weekly certified payroll.

For standardization purposes the Department has established the following identification codes:

#1 Native Americans: Persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.

#2 Black Americans: Persons having origins in any of the Black racial groups of Africa.

#3 Asian-Pacific Americans: Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas and/or which includes persons whose origin are from India, Pakistan, and Bangladesh.

#4 Hispanic Americans: Persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race.

#5 None of These: Persons not otherwise included in the above designations.

Notice to all subcontractors, material suppliers, labor unions, employees and applicants

Executive Order 11246 - SUBPART B CONTRACTORS' AGREEMENTS

Sec. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Sec. 203. (a) Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

   a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   d. "Minority" includes:

      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);

      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal

Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall precede in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Nevada Department of Transportation and the Federal Highway Administration.

17. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

    (INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)

18. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

    This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work force on board in whole or in part for the last payroll period preceding the end of the month.

    The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

ADDITIONAL CONTRACT PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

   a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, USC, as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

   b. The contractor will work with the Nevada Department of Transportation and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

   c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy

   The Contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

   > 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, or national origin. 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.

3. Equal Employment Opportunity Officer

   The Contractor will designate and make known to the Nevada Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

a. 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 equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To insure that the above agreement will be met, the following actions will be taken as a minimum:

(1) 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 equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.

(3) All personnel who are engaged in directed recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.

b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:

(1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The Contractor's equal employment opportunity 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.

5. Recruitment

a. When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications, having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. 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 minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor will, through this EEO

Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity contract provisions. (The U. S. Department of Labor has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. 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, or national origin. 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 his 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 his avenues of appeal.

7. Training and Promotion

a. The Contractor will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.

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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in said Training Special Provisions.

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 minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. 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 best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Contractor will use best efforts to incorporate an equal employment opportunity 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, or national origin.

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 Nevada Department of Transportation 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 minority and women 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, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) 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 Nevada Department of Transportation.

9. Subcontracting

a. The Contractor will use his best efforts to solicit bids from and to utilize Disadvantaged Business firms (minority and women-owned businesses) as subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of Disadvantaged Business Enterprise firms from the Contract Compliance Office of the Nevada Department of Transportation.

b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate.

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

(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part or unions as a source of their work force),

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees and,

(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Nevada Department of Transportation and the Federal Highway Administration.

ADDITIONAL CONTRACT PROVISIONS
EQUAL EMPLOYMENT OPPORTUNITY

Training Special Provisions

This Training Special Provision supersedes subparagraph 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program training shall be provided as follows:

> The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of trainees to be trained under the special provisions will be _____ (amount to be filled in by the Nevada Department of Transportation).

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 this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

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 Nevada Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, 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 who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means.

Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Nevada Department of Transportation and the Federal Highway Administration. The Nevada Department of Transportation and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

49 CFR Part 20 - Appendix A

CERTIFICATION REGARDING LOBBYING

Certification For Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 an 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.

(2) 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 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. 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.

Signature/Authorized Certifying Official	Typed Name and Title
Applicant/Organization	Date Signed

SUBCONTRACT PROVISIONS NEVADA REVISED STATUTES (NRS)

Insert into all subcontracts except for standard commercial supplies or raw materials:

Fair Employment Practices **NRS 338.125** 1. It is unlawful for any contractor in connection with the performance of work under a contract with a public body, when payment of the contract price, or any part of such payment, is to be made from public money, to refuse to employ or to discharge from employment any person because of his race, color, creed, national origin, sex, sexual orientation or age, or to discriminate against a person with respect to hire, tenure, advancement, compensation or other terms, conditions or privileges of employment because of his race, creed, color, national origin, sex, sexual orientation or age.

2. Contracts between contractors and public bodies must contain the following contractual provisions: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to 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, without limitation, apprenticeship. The contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

3. Any violation of such provision by a contractor constitutes a material breach of contract.

4. As used in this section, "sexual orientation" means having or being perceived as having an orientation for heterosexuality, homosexuality or bisexuality.

Forfeitures NRS 338.060 Except as otherwise provided in subsection 8, a contractor engaged on a public work shall forfeit, as a penalty to the public body on behalf of which the contract has been made and awarded to the contractor, not less than $20 nor more than $50 for each calendar day or portion thereof ...

1. ... that each workman employed on the public work is paid less than the designated rate for any work done under the contract, by the contractor or any subcontractor engaged on the public work.
2. ... for each workman employed on the public work for which the contractor or subcontractor willfully included inaccurate or incomplete information in the monthly record required to be submitted to the public body pursuant to subsection 5 of NRS 338.070.
3. ... that each workman employed on the public work is not reported to the public body awarding the contract by the contractor or any subcontractor engaged on the public work as required pursuant to subsection 5 of NRS 338.070, up to a maximum of:
   (a) For the first failure to comply during the term of the contract for the public work, $1,000; and
   (b) For each subsequent failure to comply during the term of the contract for the public work, $5,000.

4. Except as otherwise provided in subsection 8, if a violation of more than one provision of subsections 1, 2 and 3 involves the same workman, the contractor shall forfeit the penalty set forth in each subsection that was violated.

7. If a penalty is imposed pursuant to this section, the costs of the proceeding, including investigative costs and attorney's fees, may be recovered by the Labor Commissioner and the public body.
8. The Labor Commissioner may, for good cause shown, waive or reduce any penalty imposed pursuant to this section.

Right to Work **NRS 613.250** Agreements prohibiting employment because of nonmembership in labor organization prohibited. No person shall be denied the opportunity to obtain or retain employment because of nonmembership in a labor organization, or shall the state, or any subdivision thereof or any corporation, individual or association of any kind enter into any agreement, written or oral, which excludes any person from employment or continuation of employment because of nonmembership in a labor organization.

POSTINGS and NOTICES

Notices and posters are to be placed in, "areas readily accessible to employees," 23 CFR 230.121; "on the site of the public work in a place generally visible to the workmen," NRS 338.020; "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 ... on bulletin boards accessible to all employees at each location where construction work is performed," 41CFR60- 4.3.

Section 110.01 of the Standard Specifications for Road and Bridge Construction states that the contractor is to provide and erect a weatherproof bulletin board at the job site and post all required information thereon.

In addition to the regular postings required by state and federal law the following are required on federal-aid construction projects.

1. Equal Employment Opportunity is the Law. Required by 41 CFR 60-1.4(b)(1) and FHWA-1273, Sec. II(3)(d).

2. Contractor's EEO policy statement, Required by 1 CFR 60-1.4(b)(1) and FHWA 1273 Sec. II(1)(b) & (3)(d).

3. Identity of AAP-EEO officer for the company, 41 CFR 60 -741.44.

4. FHWA Form 1022 - Notice concerning false statements. Required by 18 CFR 1020 and 23 CFR 635.119. 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, the notice shall be posted on each Federal-aid highway project in one or more places where it is readily available to all persons concerned with the project.

5. DOL Poster WH-1321 or FHWA Form 1495. Davis-Bacon wage rate poster. To 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. Required by 29 CFR 5.5(a)(1) and FHWA Form 1273 IV (1)(a).

6. Emergency phone numbers are to be posted. Required by 29 CFR 1926.50(f).

7. Prevailing wage rates applicable to the contract 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. Required by FHWA Form 1273 IV(1) (a).

The only posting required under Nevada public work law is NRS 338.020 (1). The hourly and daily rate of wages must be posted on the site of the public work in a place generally visible to the workmen, i.e., the other postings listed are not required under NRS 338 if federal aid does not apply. However, other federal and state laws do require certain postings that are not enforced by NDOT, i.e., minimum wages, EEO, polygraph, FMLA, industrial insurance, etc.

<u>CAVEAT:</u> The posting of the applicable prevailing wages is required on all NDOT projects. If you use the web to get wage rates, a note of caution – the wage rates posted on the web may differ from the rates applicable to the contract. Contact the Contract Compliance Division of NDOT at (775) 888-7497 for a correct copy.

Rev. 08/15

Equal Employment Opportunity is

THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

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, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS

38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separarted veterans, and other protected veterans.

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), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210 or call (202) 693-0101, or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Private Employment, State and Local Governments, Educational Institutions

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

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits 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 or national origin.

DISABILITY

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose 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 on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all of these Federal laws.

If you believe that you have been discriminated against under any of the above laws, you should contact immediately:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 669-6820.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act 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 assistance.

INDIVIDUALS WITH DISABILITIES

Sections 501, 504 and 505 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 in the federal government. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

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

NOTICES AND POSTERS

Notices and posters are to be placed in, "areas readily accessible to employees," 23 CFR 230.121; "on the site of the public work in a place generally visible to the workmen," NRS 338.020; "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 ... on bulletin boards accessible to all employees at each location where construction work is performed," 41CFR60- 4.3.

Section 110.01 of the Standard Specifications for Road and Bridge Construction states that the contractor is to provide and erect a weatherproof bulletin board at the job site and post all required information thereon.

In addition to the regular posters required by state and federal law the following are required on federal-aid construction projects.

1. Prevailing wage rates. The wage determination (including any additional classifications and wage rates conformed) 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, FHWA Form 1273 IV (1) (a).

   The hourly and daily rate of wages must be posted on the site of the public work in a place generally visible to the workmen, [NRS 338.020 (1)].

   The posting of the applicable prevailing wages is required on all NDOT projects. State wage rates may be obtained at www.labor.state.nv.us/pwpw.html. Federal wage rates may be accessed at www.access.gpo.gov/davisbacon/ or contact the Contract Compliance Division of NDOT at (775) 888-7497. You must use the wage applicable to the contract. This may differ from the current prevailing wage.

2. EEO is the Law or Contractors EEO policy statement. Equal Employment Opportunity is the Law. Contractor's EEO policy statement, 41 CFR 60-741.44.

3. DOL Poster WH-1321 or FHWA Form 1495, (wage rate information) 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, FHWA Form 1273 IV (1)(a); 29 CFR 5.5(a)(1)(i).

4. Notice concerning false statements, (FHWA Form 1022). FHWA Form 1022 – Notice-Federal Aid Projects (False Statement Poster). 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, the notice 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.

   DOL, FHWA and Nevada posting information may be searched on the web. Some examples are; www.fhwa.dot.gov////programadmin/contracts/poster.htm ; www.fhwa.dot.gov/programadmin/index.htm ; www.dol.gov/osbp/sbrefa/poster/main.htm; www.nevadadbe.com .

5. Emergency phone numbers are to be posted, 29 CFR 1926.50(f).

6. There is to be posted a letter appointing the contractor's EEO officer for the project, 41 CFR 6—741.44.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

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

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

Identity of AAP-EEO Officer for the company

41 CFR 60- 741.44

(i) Responsibility for implementation.

An official of the contractor shall be assigned responsibility for implementation of the contractor's affirmative action activities under this part. His or her identity should appear on all internal and external communications regarding the company's affirmative action program. This official shall be given necessary top management support and staff to manage the implementation of this program.

NOTICE

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

"Whoever, being an officer, agent, or employee of the United States, or 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 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.

NEVADA DEPARTMENT OF TRANSPORTATION
CONTRACT COMPLIANCE DIVISION
1263 S. STEWART STREET
CARSON CITY, NV 89712
1- 800 267-1971 or (775) 888-7497

FEDERAL HIGHWAY ADMINISTRATION
704 N PLAZA STREET SUITE 220
CARSON CITY, NV 89701
(775) 687-5321

DEPARTMENT OF TRANSPORTATION
OFFICE OF INSPECTOR GENERAL
Toll Free Hotline
1-800 424-9071

NOTICE TO ALL EMPLOYEES

Working on Federal or Federally Financed Construction Projects

MINIMUM WAGES	**You must be paid not less than the wage rate in the scheduled posted with this Notice for the kind of 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 a week. There are some exceptions.**
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, contact the Contracting Officer listed below:**

Nevada Department of Transportation
Contract Compliance Division
1263 S. Stewart Street
Carson City, NV 89712

1-800-267-1971 or (775) 888-7497

or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under: U.S. Department of Labor Employment Standards Administration.

EMERGENCY PHONE NUMBERS

_____

(Worksite Location Exact Address)

Physician: _____

Hospital: _____

Ambulance: _____

Fire Department: _____

Police: _____

OCCUPATIONAL SAFETY AND HEALTH ENFORCEMENT SECTION
POST IN CONSPICUOUS LOCATION, IN ACCORDANCE WITH NOSH ACT (NRS 618)

Standard Specifications for Road and Bridge Construction

2014

Section 110.01 Description (fourth paragraph)

The laborers shall have access to the pertinent minimum wage schedules at all times. Provide and erect a weatherproof bulletin board at the job site and post all minimum wage schedules and other required information thereon. Construct the weatherproof bulletin board so that the material thereon is adequately protected from the elements.

****

The Davis-Bacon Act
[Public - No. 403-74th Congress] [S.3303]

... the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work ...

****

FHWA Form 1273

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General: ...The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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 ...

****

NRS 338.020 Hourly and daily rate of wages must not be less than prevailing wage in county; rate must be included in contract and posted on-site; payment of overtime; wages paid in accordance with jurisdictional classes recognized in locality.

1. Every contract to which a public body of this State is a party, requiring the employment of skilled mechanics, skilled workers, semiskilled mechanics, semiskilled workers or unskilled labor in the performance of public work, must contain in express terms the hourly and daily rate of wages to be paid each of the classes of mechanics and workers. The hourly and daily rate of wages must:

(b) Be posted on the site of the public work in a place generally visible to the workers.

ADDITIONAL CONTRACT PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISE
IN FEDERAL-AID HIGHWAY CONSTRUCTION

DISADVANTAGED BUSINESS ENTERPRISE. This project is subject to Part 23, TITLE 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23.62 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 23 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprise have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

I. BIDDERS DBE AFFIRMATIVE ACTION REQUIREMENTS

A. A bidder who intends to subcontract a portion of the work shall certify that affirmative action has been taken to seek out and consider disadvantaged business enterprises and women owned businesses as potential subcontractors.

B. Affirmative action shall consist of seeking out disadvantaged business enterprises and women owned businesses that are potential subcontractors and actively soliciting their interest, capability and prices and documenting such action.

C. "Socially and economically disadvantaged individual" means any person who is a citizen or lawful permanent resident of the United States and who is;

(a) Black (a person having origins in any of the black racial groups of Africa);

(b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Carribean Islands, regardless of race);

(c) Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands);

(d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); or

(e) A woman

D. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:

(a) A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to Section 3 of a U.S. Small Business Act; and 49 CFR Part 23.62

(b) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

E. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor's disadvantaged business enterprise program.

INCLUSION OF CONTRACT PROVISIONS IN SUBCONTRACTS
State Funded Contracts

Rev. 08/15

Date

C052
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 SOUTH STEWART STREET
CARSON CITY NV 89712

Reference is made to NDOT Contract No. _____, Project No. _____, project description _____
_____

_____ And _____
Contractor (please print) Subcontractor (please print)

The subcontractor acknowledges it has received the following contract provisions. Each of the provisions will be an enforceable part of the subcontract agreement, and will be included in all lower tiered subcontract agreements:

1. LABOR PROVISIONS: The HOURLY MINIMUM WAGE RATES as determined by the Labor Commissioner of the State of Nevada.
2. The ADDITIONAL CONTRACT PROVISIONS - EQUAL EMPLOYMENT OPPORTUNITY PRACTICES. (3-78 to 3-83)
3. SUBCONTRACT PROVISIONS NEVADA REVISED STATUTES (NRS). (3-84)
4. POSTINGS and NOTICES. (3-85 to 3-88)

THE UNDERSIGNED AGREES TO PROVIDE CERTIFIED PAYROLLS THROUGH THE LCP TRACKER SYSTEM FOR ALL EMPLOYEES WORKING ON THIS CONTRACT

_____ _____ _____
Subcontractor (signature) Subcontractor (title) Date

Nevada Department of Transportation (NDOT)

FRINGE BENEFIT ITEMIZED CONTRIBUTIONS/DEDUCTIONS STATEMENT

NDOT Contract No.:	NDOT Project No.(s):	Date:

Contractor/Subcontractor:	To: RESIDENT ENGINEER
Phone No.:	Phone No.:
Contractor/Subcontractor Address:	Resident Engineer Address:

This form is to be completed and submitted in addition to the certified payroll as a means of compliance. The Nevada Administrative Code (NAC) to Chapter 338 of the Nevada Revised Statutes (NRS) requires that each certified payroll report must include a itemization of all contributions made to a third person pursuant to a fund, plan or program in the name of a workman as authorized by NRS 338.035, if any such contributions were made as part of the wages of that workman, NAC 338 - 11(1).

To ensure the proper Fringe Benefit rates are applied to the certified payrolls and/or to any Force Account work (if applicable to this contract), the rates for fringe benefits, subsistence and/or travel allowance payment (as required by the State Labor Commissioner and the U.S. Department of Labor) used for employees, on the various classes or work, are tabulated below.

Name of the classification and/or employee(s) receiving the benefit. Use additional sheet if needed.	Subsistence or Travel Allowance	Indicate the amount of each contribution as an hourly rate.					
		Health and Welfare	Pension	Vacation/ Holiday	Training or Apprentice-ships	Other	Effective Date of Benefit

A revised statement must be submitted when changes occur. If differing benefits apply to various employees the employer is required to report said differences on the certified payroll or this form.

The contractor/subcontractor certifies the information provided on this form is accurate, correct and complete. All wage deductions and contributions to fringe benefits comply with applicable state of federal laws and regulations. Refer to NRS 608, NRS 338, 40 USC 276(a) Davis Bacon Act and related rules and regulations for public works law, i.e., NAC 338, titles 29, 41 and 49 of the Code of Federal Regulations.

Signature of the employer or its agent who pays or supervises the payment of the persons employed under the contract. Falsification of this report may subject the contractor or subcontractor to civil or criminal prosecution and sever penalties:

Signature	Title of person signing

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

Rev. 08/15

REQUEST TO SUBLET

Requests to subcontract at all tiers are to be made on this form. DATE: _____

NDOT Contract No. _____ Project No. _____

Project Location: _____

_____

_____

The undersigned contractor hereby requests permission to sublet the following work items, which are a portion of the aforementioned contract,

to _____ Nevada Contractors' License No. _____

When contract items are to be sublet, contract unit prices and/or amounts are to be shown in the following tabulation.

Item Number	Quantity	Unit	Item Description	Unit Price	Total Amount Contracted For The Item	% of Dollar Amount Sublet

Total amount sublet ..... $ _____

Less amount of specialty items sublet .....- $ _____

Equals the total amount applicable to the 50% limitation ..... $ _____

Qualifications of subcontractor: Has the subcontractor performed similar work? _____ If so with whom and in what amount,

_____

_____

The subcontracting contractor is to furnish a signed copy of this request to sublet and a subcontract agreement to the NDOT resident engineer overseeing the contract. There must be a written approval of the request to sublet and the subcontract agreement signed by an authorized NDOT representative prior to the subcontractor actually starting work on the project.

It is agreed and understood, that the executed subcontract will contain, by inclusion, all of the pertinent provisions, terms and/or requirements of the contract number indicated and will be subject to the terms and requirements thereof.

_____	_____	_____
Name of Contractor Requesting to Sublet	Authorized Signature of Requesting Contractor	Date
_____	_____	_____
Reviewed By: Resident Engineer (please print)	Resident Engineer (signature)	Date

****

FOR NDOT DEPARTMENT USE ONLY:

NDOT contract amount ..... $ _____

Less the total amount of specialty items for the contract ..... - $ _____

Equals contract amount applicable to the 50% limitation ..... $ _____

Total amount sublet to date including this request is $ _____ for a total of _____ % of the permissible amount that can be sublet.

Approved By: _____ Date: _____

Contract Compliance Officer

REQUEST TO UTILIZE SERVICE PROVIDER (RTUSP)

for trucking

TO: _____, R.E. CONTRACT NO.: _____

PRIME CONTRACTOR: _____

(If Applicable) SUBCONTRACTOR: _____

(If Applicable) 2nd Tier SUBCONTRACTOR: _____

SUBMITTED BY: _____ _____
(Print Name/Title) (Company)

1) Service Provider: _____

2) (If Applicable) Service Provider's Contr. Lic. No.: _____ Exp. Date: _____

3) Service Provider's NV Business Lic. No.: _____ Exp. Date: _____

4) Materials to be hauled: _____

5) Hauling from commercial source ☐ Hauling from jobsite pit ☐
(check all that apply)

6) Prevailing wage not required ☐ Prevailing wage required ☐

7) a) Cost per hour: _____

b) Total estimated hours: _____

c) Total estimated cost: _____

8) Approximate duration: From_____, 20_____to_____, 20_____

IF APPLICABLE, THE UNDERSIGNED AGREES TO PROVIDE CERTIFIED PAYROLLS THROUGH <u>THE LCP TRACKER SYSTEM FOR ALL EMPLOYEES WORKING ON THIS CONTRACT</u>

_____ _____ _____
Service Provider (please print) Service Provider (signature) Date

_____ _____ _____
Contractor (please print) Contractor (signature) Date

Recommended: _____ _____
Resident Engineer (signature) Date

Approved: _____ _____
Contract Compliance Officer (signature) Date

cc: _____, Asst. Chief Construction Engineer
_____, District Engineer
_____, Asst. District Engineer

REQUEST TO UTILIZE SERVICE PROVIDER (RTUSP)

for non-bid item work, excluding trucking

TO: _____, R.E. CONTRACT NO.: _____

PRIME CONTRACTOR: _____

(If Applicable) SUBCONTRACTOR: _____

(If Applicable) 2nd Tier SUBCONTRACTOR: _____

SUBMITTED BY: _____ _____
(Print Name/Title) (Company)

1) Service Provider: _____

2) (If Applicable) Service Provider's Contr. Lic. No.: _____ Exp. Date: _____

3) Service Provider's NV Business Lic. No.: _____ Exp. Date: _____

4) Service requested: _____

5) Explanation for request: _____

6) a) Cost per hour: _____

b) Total estimated hours: _____

c) Total estimated cost: _____

7) Prevailing wage required ☐ Prevailing wage not required ☐ (check all that apply)

8) Approximate duration: From_____, 20_____to_____, 20_____

THE UNDERSIGNED AGREES TO PROVIDE CERTIFIED PAYROLLS THROUGH THE LCP TRACKER SYSTEM FOR ALL EMPLOYEES WORKING ON THIS CONTRACT

_____ _____ _____
Service Provider (please print) Service Provider (signature) Date

_____ _____ _____
Contractor (please print) Contractor (signature) Date

Recommended: _____ _____
Resident Engineer (signature) Date

Approved: _____ _____
Contract Compliance Officer (signature) Date

cc: _____, Asst. Chief Construction Engineer
_____, District Engineer
_____, Asst. District Engineer

CONTRACTOR'S MONTHLY REPORT OF PAYMENTS TO SUBCONTRACTORS

The Standard Specifications for Road and Bridge Construction Section 109.08 requires each contractor to submit to NDOT a monthly report of payments to its subcontractors. This applies to all tiers of subcontracting. Monthly updates are to be submitted on this form and provided to the NDOT resident engineer overseeing the contract.

Business name and address of the contractor making payment:

NDOT CONTRACT NUMBER: ____ ____ ____ ____

	Date Invoiced by Subcontractor	Amount Invoiced by Subcontractor	Date Subcontractor was Paid	Amount Paid for Work or Services	Amount Paid for Supplies
Subcontractor name: Total subcontract amount: $					
Subcontractor name: Total subcontract amount: $					
Subcontractor name: Total subcontract amount: $					
Subcontractor name: Total subcontract amount: $					
Subcontractor name: Total subcontract amount: $					
Subcontractor name: Total subcontract amount: $					
Subcontractor name: Total subcontract amount: $					

Signature of authorized representative of the contractor	Title of person signing	Date Submitted

The contractor attests that the information provided is accurate.

NDOT Form 052-060 (Rev 9/02)

Revised 08/10

ADDITIONAL CONTRACT PROVISIONS
EQUAL EMPLOYMENT
OPPORTUNITY PRACTICES

Specific Equal Employment Opportunity Responsibilities

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Nevada Department of Transportation setting forth the provisions of this nondiscrimination clause.

I. GENERAL

a. The contractor will adhere to Title VII of the 1964 Civil Rights Acts. The contractor will work with the Nevada Department of Transportation in carrying out its equal employment opportunity obligations and in its review of its activities.

b. The prime contractor and all subcontractors (not including material suppliers) holding subcontracts of $10,000 or more will comply with the following minimum specific requirement activities of equal employment opportunity. The contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

II. EQUAL EMPLOYMENT OPPORTUNITY POLICY

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

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, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

III. EQUAL EMPLOYMENT OPPORTUNITY OFFICER

The contractor will designate and make known to the Nevada Department of Transportation Contracting officers and Equal Employment Opportunity officer (hereinafter referred to as the EEO Officer) who must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

IV. DISSEMINATION OF POLICY

a. 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 equal employment opportunity policy and contractual responsibilities. To insure that the above agreement will be met, the following actions will be taken as minimum:

(1) 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 equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within days following their reporting for duty with the contractor.

(3) The EEO Officer or appropriate company official will instruct all employees engaged in the direct recruitment of employees for the project relative to the method followed by the contractor in locating and hiring minority group employees.

b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:

(1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The contractor's equal employment opportunity 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.

V. RECRUITMENT

a. When advertising for employees, the contractor will include in all advertisements for employees the notation; "An Equal Opportunity Employer." He will insert all such advertisements in newspapers or other publications, having a large circulation among minority groups in the area from which the project force would normally be derived.

b. The contractor conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will,

through his EEO Officer, identify sources of potential minority group employees, and establish with such identified procedures whereby minority group applicants may be referred to the contractor for employment consideration.

c. The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

VI. PERSONNEL ACTIONS

a. 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 or national origin. The following procedures shall be followed:

(1) 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.

(2) 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.

(3) The contractor will investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action. 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 his avenues of appeal.

VII. TRAINING AND PROMOTION

a. The contractor will assist in locating, qualifying and increasing the skills of minority group employees and applicants for employment.

b. Consistent with his manpower requirements and as permissible under State regulations, the contractor will make full use of training programs, i.e., preapprenticeship, apprenticeship, and/or on-the-job training programs for the geographical area of contract performance.

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 minority group employees and will encourage eligible employees to apply for such training and promotion.

VIII. UNIONS

If the contractor relies in whole or in part upon unions as a source of his work force, he will use his best efforts to obtain the cooperation of such unions to increase minority group opportunities within the unions, and to effect referrals by such unions of minority group employees. Actions by the contractor, either directly or through a contractor's association acting as his agent, will include the procedures set forth below:

a. Use his best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members for membership in the unions and increasing the skills of minority group employees so that they may qualify for higher paying employment.

b. Use his best efforts to incorporate an equal employment opportunity clause into all union agreements to the end that such unions will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

IX. SUBCONTRACTING

a. The contractor will use his best efforts to utilize minority group subcontractors or subcontractors with a meaningful minority group representation among their employees.

b. The contractor will use his best efforts to assure subcontractor compliance with their equal employment opportunity obligations.

X. STATEMENTS AND PAYROLLS

1. The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:

   a. The weekly payroll records shall contain the following information:

      (1) The employee's full name and employee identification number if issued by Contractor. Current address and social security number must be available upon request.

      (2) The employee's classification.

      (3) Entries indicating the employee's basic hourly wage rate and, where applicable, the overtime hourly wage rate. The weekly payroll should indicate separately the amounts of employee and employer contributions to fringe benefit funds and/or programs. Any fringe benefits paid to the employee in cash must be indicated. There is no prescribed or mandatory form for showing the above information on weekly payrolls.

      (4) The employee's daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted).

      (5) The itemized deductions made.

(6) The net wages paid for the week.

(7) In addition to the required weekly payroll information as outlined above, the Department is requesting that the employers insert an ethnic code on their weekly certified payrolls. For standardization purposes the Department has established the following identification codes:

#1 - Native Americans: Persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.

#2 - Black Americans: Persons having origins in any of the Black racial groups of Africa.

#3 - Asian-Pacific Americans: Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U. S. Trust Territories of the Pacific, and the Northern Marianas.

#4 - Hispanic Americans: Persons of Mexican, Puerto Rican, Cuban, Central or South America, or other Spanish culture or origin, regardless of race.

#5 - None of These: Persons not otherwise included in the above designations.

b. The contractor will submit weekly payrolls to the Nevada Department of Transportation electronically via the internet into the Department's contracted payroll tracking system LCPTracker. This requirement will apply to every lower-tier subcontractor and vendor required to provide certified payroll reports by NRS 338.010 to 338.090 inclusive. Upon issuance of the Notice to Proceed, the Department will provide the contractor with the website addresses and a Login, Identification and Password to access the payroll system. Each contractor or subcontractor will make required records available for inspection by authorized representatives of the Nevada Department of Transportation and the Office of the Nevada Labor Commissioner, and will permit such representatives to interview employees during working hours on the job.

c. The wages of labor shall be paid weekly in legal tender of the United States, except that this condition will be considered satisfied if payment is made by negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount, without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements.

d. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

e. No laborers shall be charged for any tools used in performing their respective duties except reasonably avoidable loss or damage thereto.

f. Every employee on the work covered by this contract shall be permitted to lodge, board, and trade where and with whom he elects and neither the contractor nor his agents, nor his employees, shall, directly or indirectly, require as a condition of employment that an employee shall lodge, board, or trade at a particular place or with a particular person.

g. No charge shall be made for any transportation furnished by the contractor, or his agents, to any person employed on the work.

h. No individual shall be employed as a laborer or mechanic on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams, trucks, or other equipment from individuals.

SUBCONTRACT PROVISIONS NEVADA REVISED STATUTES (NRS)

Insert into all subcontracts except for standard commercial supplies or raw materials:

Fair Employment Practices NRS 338.125 1. It is unlawful for any contractor in connection with the performance of work under a contract with a public body, when payment of the contract price, or any part of such payment, is to be made from public money, to refuse to employ or to discharge from employment any person because of his race, color, creed, national origin, sex, sexual orientation or age, or to discriminate against a person with respect to hire, tenure, advancement, compensation or other terms, conditions or privileges of employment because of his race, creed, color, national origin, sex, sexual orientation or age.

2. Contracts between contractors and public bodies must contain the following contractual provisions: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to 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, without limitation, apprenticeship. The contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

3. Any violation of such provision by a contractor constitutes a material breach of contract.

4. As used in this section, "sexual orientation" means having or being perceived as having an orientation for heterosexuality, homosexuality or bisexuality.

Forfeitures NRS 338.060 Except as otherwise provided in subsection 8, a contractor engaged on a public work shall forfeit, as a penalty to the public body on behalf of which the contract has been made and awarded to the contractor, not less than $20 nor more than $50 for each calendar day or portion thereof ...

1. ... that each workman employed on the public work is paid less than the designated rate for any work done under the contract, by the contractor or any subcontractor engaged on the public work.
2. ... for each workman employed on the public work for which the contractor or subcontractor willfully included inaccurate or incomplete information in the monthly record required to be submitted to the public body pursuant to subsection 5 of NRS 338.070.
3. ... that each workman employed on the public work is not reported to the public body awarding the contract by the contractor or any subcontractor engaged on the public work as required pursuant to subsection 5 of NRS 338.070, up to a maximum of:
   (a) For the first failure to comply during the term of the contract for the public work, $1,000; and
   (b) For each subsequent failure to comply during the term of the contract for the public work, $5,000.
4. Except as otherwise provided in subsection 8, if a violation of more than one provision of subsections 1, 2 and 3 involves the same workman, the contractor shall forfeit the penalty set forth in each subsection that was violated.

7. If a penalty is imposed pursuant to this section, the costs of the proceeding, including investigative costs and attorney's fees, may be recovered by the Labor Commissioner and the public body.
8. The Labor Commissioner may, for good cause shown, waive or reduce any penalty imposed pursuant to this section.

Right to Work NRS 613.250 Agreements prohibiting employment because of nonmembership in labor organization prohibited. No person shall be denied the opportunity to obtain or retain employment because of nonmembership in a labor organization, or shall the state, or any subdivision thereof or any corporation, individual or association of any kind enter into any agreement, written or oral, which excludes any person from employment or continuation of employment because of nonmembership in a labor organization.

POSTINGS and NOTICES

Notices and posters are to be placed in, "areas readily accessible to employees," 23 CFR 230.121; "on the site of the public work in a place generally visible to the workmen," NRS 338.020; "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 ... on bulletin boards accessible to all employees at each location where construction work is performed," 41CFR60- 4.3.

Section 110.01 of the Standard Specifications for Road and Bridge Construction states that the contractor is to provide and erect a weatherproof bulletin board at the job site and post all required information thereon.

In addition to the regular postings required by state and federal law the following are required on federal-aid construction projects.

1. Equal Employment Opportunity is the Law. Required by 41 CFR 60-1.4(b)(1) and FHWA-1273, Sec. II(3)(d).

2. Contractor's EEO policy statement, Required by 1 CFR 60-1.4(b)(1) and FHWA 1273 Sec. II(1)(b) & (3)(d).

3. Identity of AAP-EEO officer for the company, 41 CFR 60 -741.44.

4. FHWA Form 1022 - Notice concerning false statements. Required by 18 CFR 1020 and 23 CFR 635.119. 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, the notice shall be posted on each Federal-aid highway project in one or more places where it is readily available to all persons concerned with the project.

5. DOL Poster WH-1321 or FHWA Form 1495. Davis-Bacon wage rate poster. To 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. Required by 29 CFR 5.5(a)(1) and FHWA Form 1273 IV (1)(a).

6. Emergency phone numbers are to be posted. Required by 29 CFR 1926.50(f).

7. Prevailing wage rates applicable to the contract 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. Required by FHWA Form 1273 IV(1) (a).

   The only posting required under Nevada public work law is NRS 338.020 (1). The hourly and daily rate of wages must be posted on the site of the public work in a place generally visible to the workmen, i.e., the other postings listed are not required under NRS 338 if federal aid does not apply. However, other federal and state laws do require certain postings that are not enforced by NDOT, i.e., minimum wages, EEO, polygraph, FMLA, industrial insurance, etc.

   <u>CAVEAT:</u> The posting of the applicable prevailing wages is required on all NDOT projects. If you use the web to get wage rates, a note of caution – the wage rates posted on the web may differ from the rates applicable to the contract. Contact the Contract Compliance Division of NDOT at (775) 888-7497 for a correct copy.

Equal Employment Opportunity is

THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

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, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS

38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separated veterans, and other protected veterans.

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), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210 or call (202) 693-0101, or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Private Employment, State and Local Governments, Educational Institutions

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

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits 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 or national origin.

DISABILITY

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose 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 on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all of these Federal laws.

If you believe that you have been discriminated against under any of the above laws, you should contact immediately:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 669-6820.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act 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 assistance.

INDIVIDUALS WITH DISABILITIES

Sections 501, 504 and 505 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 in the federal government. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

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

EMERGENCY PHONE NUMBERS

_____

(Worksite Location Exact Address)

Physician: _____

Hospital: _____

Ambulance: _____

Fire Department: _____

Police: _____

OCCUPATIONAL SAFETY AND HEALTH ENFORCEMENT SECTION
POST IN CONSPICUOUS LOCATION, IN ACCORDANCE WITH NOSH ACT (NRS 618)

Standard Specifications for Road and Bridge Construction

2014

Section 110.01 Description (fourth paragraph)

The laborers shall have access to the pertinent minimum wage schedules at all times. Provide and erect a weatherproof bulletin board at the job site and post all minimum wage schedules and other required information thereon. Construct the weatherproof bulletin board so that the material thereon is adequately protected from the elements.

****

NRS 338.020 Hourly and daily rate of wages must not be less than prevailing wage in county; rate must be included in contract and posted on-site; payment of overtime; wages paid in accordance with jurisdictional classes recognized in locality.

1. Every contract to which a public body of this State is a party, requiring the employment of skilled mechanics, skilled workers, semiskilled mechanics, semiskilled workers or unskilled labor in the performance of public work, must contain in express terms the hourly and daily rate of wages to be paid each of the classes of mechanics and workers. The hourly and daily rate of wages must:

(b) Be posted on the site of the public work in a place generally visible to the workers.

PREVAILING WAGE

NON-DBE'S
PERFORMING BID ITEM WORK
(EXCLUDING TRUCKING)

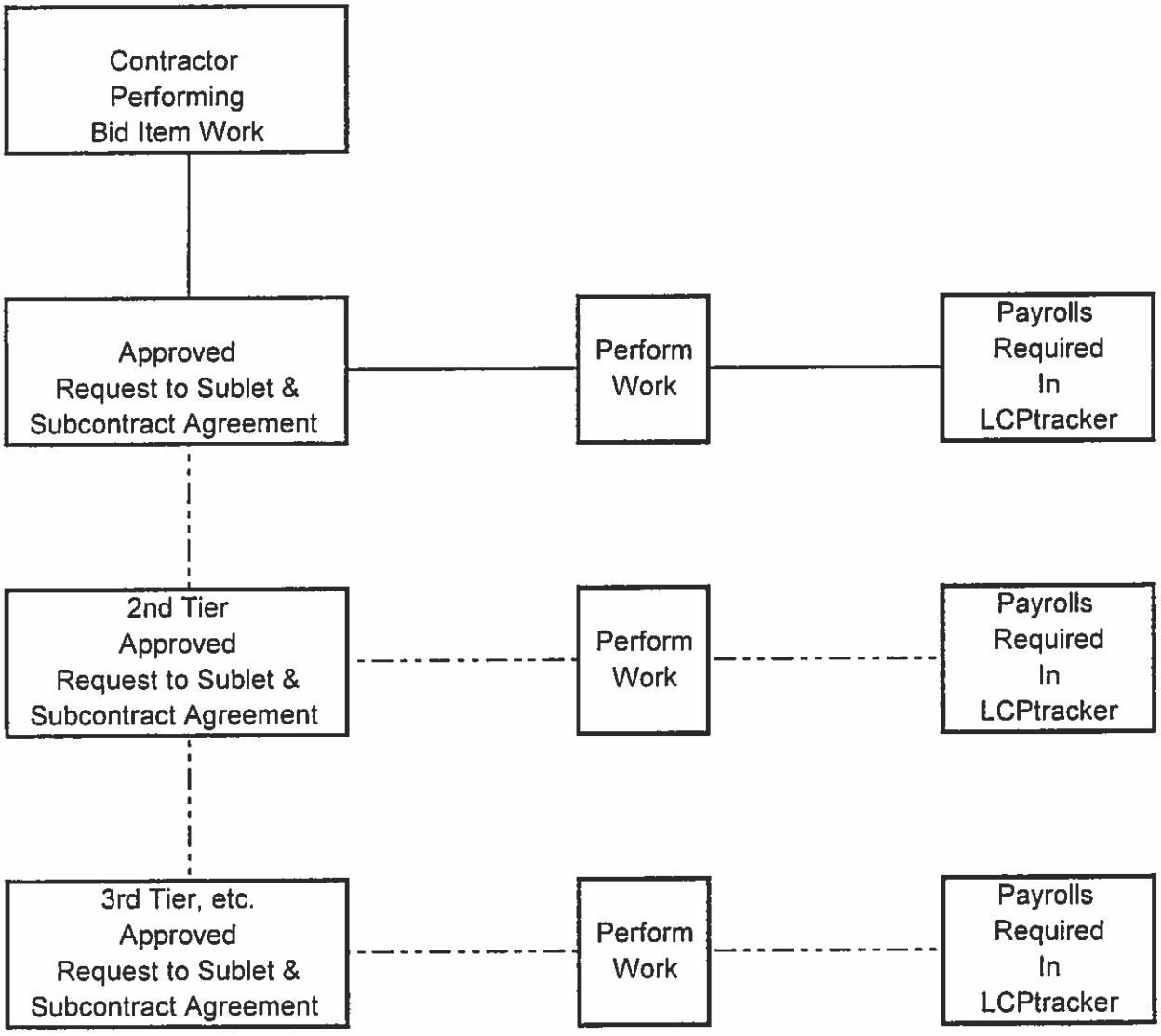


Figure 1

PREVAILING WAGE

NON-DBE'S
PERFORMING BID ITEM WORK
(EXCLUDING TRUCKING)

EXAMPLE NO. 1:

Prime contractor SNCA sublets work to WW Construction,
WW Construction sublets work to Valet Concrete,
Valet Concrete sublets work to Lucy's Concrete
The required paper work will be as follows:

- WW Construction - Request to Sublet and subcontract agreement, certified payrolls
- Valet Concrete - Request to Sublet and subcontract agreement, certified payrolls
- Lucy's Concrete - Request to Sublet and subcontract agreement, certified payrolls

EXAMPLE NO. 2:

Prime contractor Gran Construction sublets work to Dirt Tech,
Prime contractor Gran Construction sublets work to D Construction,
Prime contractor Gran Construction sublets work to Parson Electric
The required paper work will be as follows:

- Dirt Tech - Request to Sublet and subcontract agreement, certified payrolls
- D Construction - Request to Sublet and subcontract agreement, certified payrolls
- Parson Electric - Request to Sublet and subcontract agreement, certified payrolls

Figure 1

PREVAILING WAGE

NON-DBE OWNER OPERATORS
(EXCLUDING TRUCKING OWNER OPERATORS)

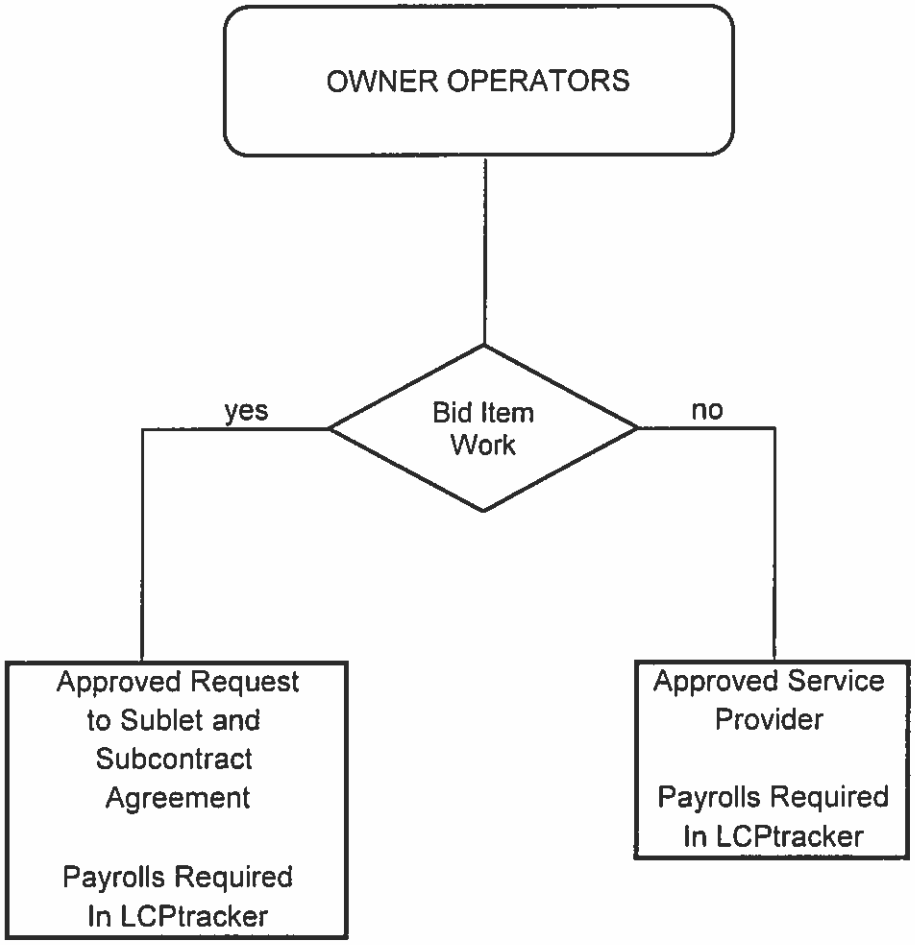


Figure 4

PREVAILING WAGE

NON-DBE OWNER OPERATORS
(EXCLUDING TRUCKING OWNER OPERATORS)

EXAMPLE NO. 1: **Prevailing Wage Required (Bid Item Work)**

Prime contractor LVL Paving sublets work to Mike Mason (concrete saw cutting owner operator)
The required paper work will be as follows:

- Mike Mason (concrete saw cutting owner operator) - Request to Sublet and subcontract agreement, certified payrolls

EXAMPLE NO. 2: **Prevailing Wage Required (Non-Bid Item Work)**

Prime contractor LVL Paving sublets work to Mark Berry (high speed profiler owner operator),
Prime contractor LVL Paving sublets work to Jeff Bloom (core-drilling owner operator)
The required paper work will be as follows:

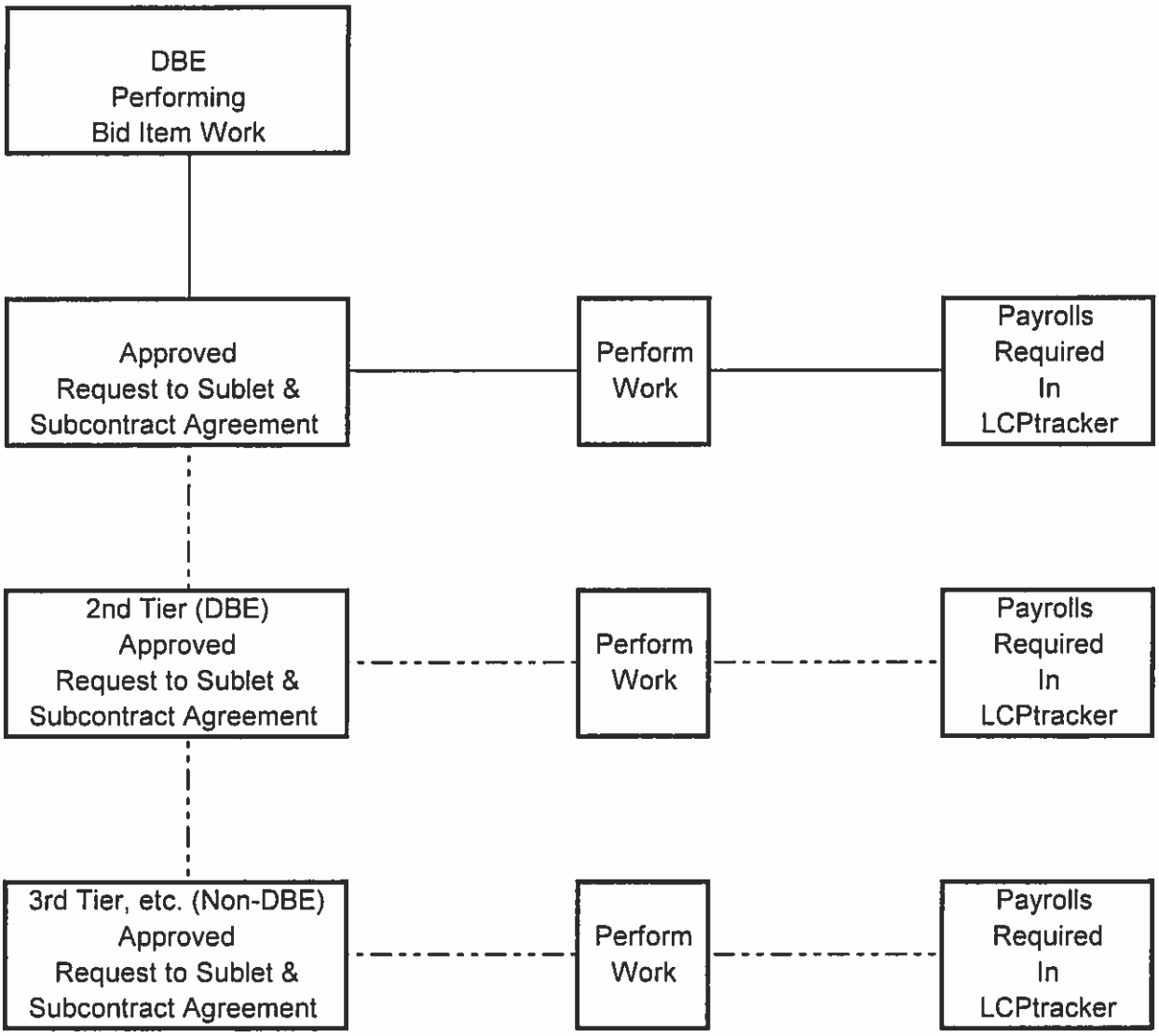
- Mark Berry (high speed profiler owner operator) - Request to Utilize Service Provider, certified payrolls

- Jeff Bloom (core-drilling owner operator) - Request to Utilize Service Provider, certified payrolls

Figure 4

PREVAILING WAGE

DBE'S
PERFORMING BID ITEM WORK
(EXCLUDING TRUCKING)



NOTE: The prime contractor is responsible for providing proof of payment for all DBE's working towards a DBE goal to Contract Compliance on a monthly basis either by paper copy or through B2G.

Figure 6

PREVAILING WAGE

DBE'S
PERFORMING BID ITEM WORK
(EXCLUDING TRUCKING)

EXAMPLE NO. 1:

Prime contractor SNCA sublets work to CA Barricade (DBE),
Prime contractor SNCA sublets work to Master Concrete (DBE)
The required paper work will be as follows:

- CA Barricade (DBE) - Request to Sublet and subcontract agreement, certified payrolls
- Master Concrete (DBE) - Request to Sublet and subcontract agreement, certified payrolls

EXAMPLE NO. 2:

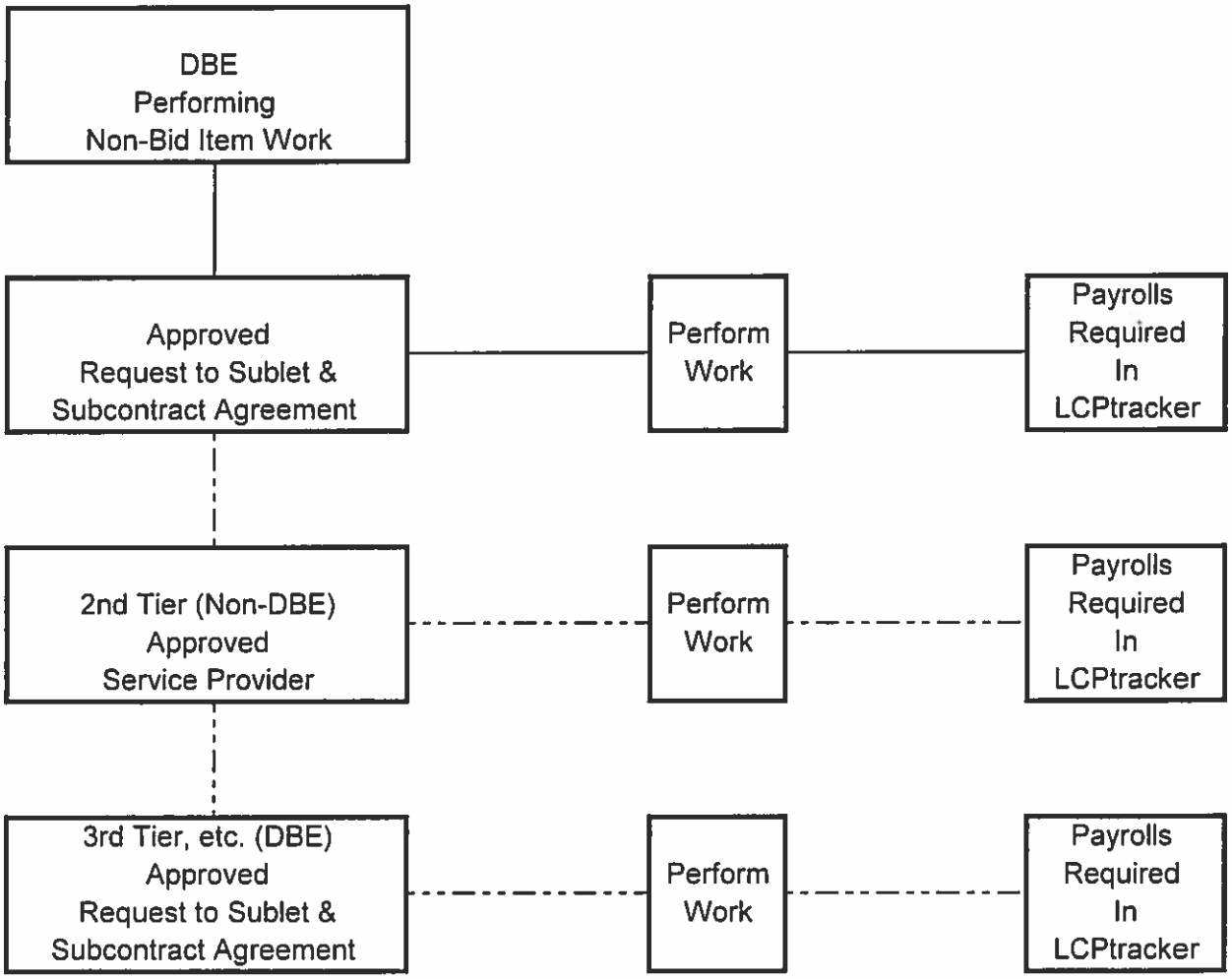
Prime contractor Gran Construction sublets work to CA Barricade (DBE),
CA Barricade (DBE) sublets work to Traffic Control Specialists (DBE),
Traffic Control Specialists (DBE) sublets work to TC Company (Non-DBE)
The required paper work will be as follows:

- CA Barricade (DBE) - Request to Sublet and subcontract agreement, certified payrolls
- Traffic Control Specialists (DBE) - Request to Sublet and subcontract agreement, certified payrolls
- TC Company (Non-DBE) - Request to Sublet and subcontract agreement, certified payrolls

Figure 6

PREVAILING WAGE

DBE'S
PERFORMING NON-BID ITEM WORK
(EXCLUDING TRUCKING)



NOTE 1: If a DBE subcontractor is utilized for work which does not count towards a DBE goal, then a Service Provider may be submitted.

NOTE 2: The prime contractor is responsible for providing proof of payment for all DBE's working towards a DBE goal to Contract Compliance on a monthly basis either by paper copy or through B2G.

Figure 7

PREVAILING WAGE

DBE'S
PERFORMING NON-BID ITEM WORK
(EXCLUDING TRUCKING)

EXAMPLE NO. 1:

Prime contractor SNCA sublets work to CA Barricade (DBE),
CA Barricade (DBE) sublets work to Western Striping (Non-DBE),
Prime contractor SNCA sublets work to Master Concrete (DBE)
The required paper work will be as follows:

- CA Barricade (DBE) - Request to Sublet and subcontract agreement, certified payrolls
- Western Striping (Non-DBE) - Request to Utilize Service Provider, certified payrolls
- Master Concrete (DBE) - Request to Sublet and subcontract agreement, certified payrolls

EXAMPLE NO. 2:

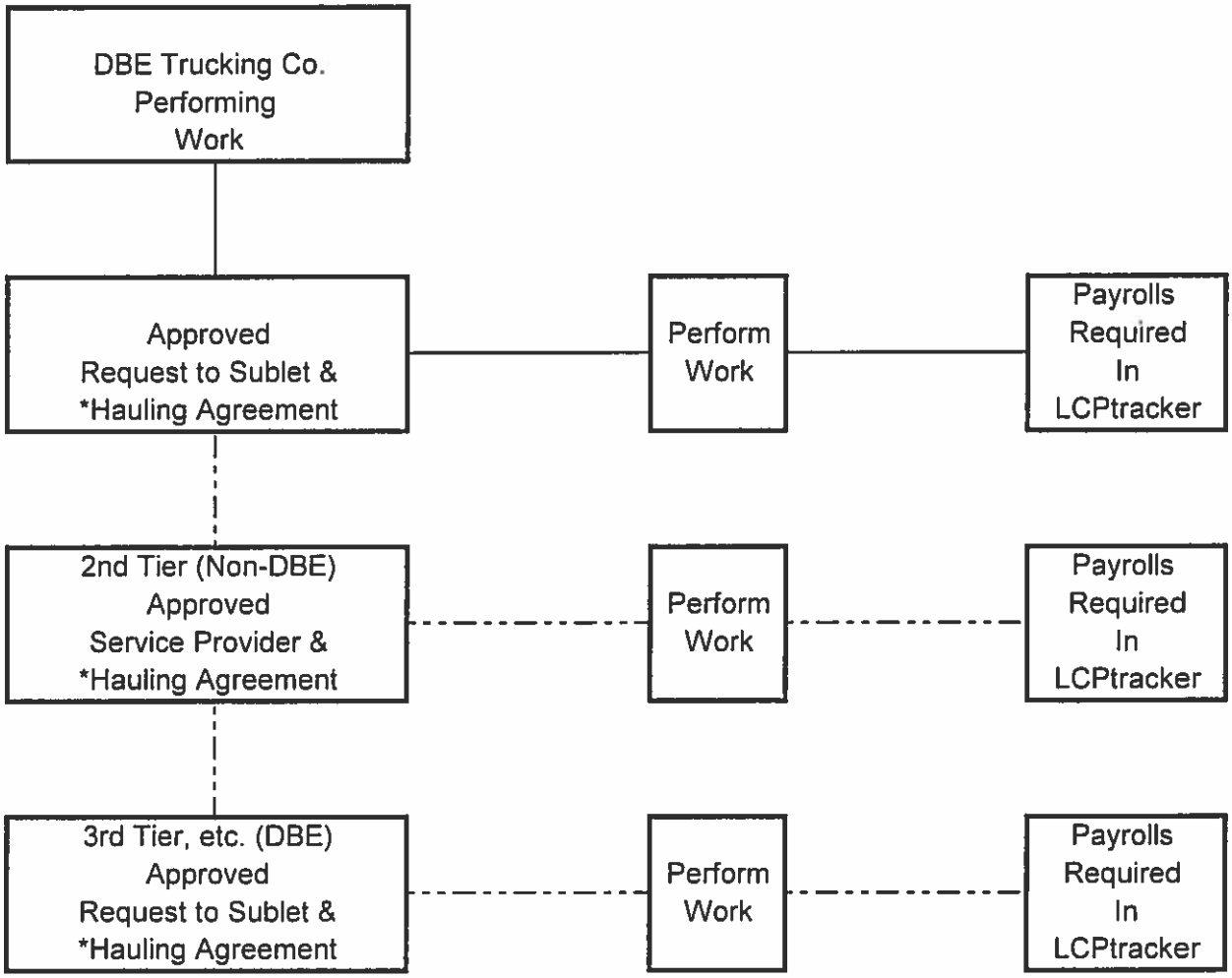
Prime contractor Gran Construction sublets work to Northwest Fence Company (DBE),
Northwest Fence Company (DBE) sublets work to Tall Fence (Non-DBE),
Tall Fence (Non-DBE) sublets work to Nevada Fence (DBE)
The required paper work will be as follows:

- Northwest Fence Company (DBE) - Request to Sublet and subcontract agreement, certified payrolls
- Tall Fence (Non-DBE) - Request to Utilize Service Provider, certified payrolls
- Nevada Fence (DBE) - Request to Sublet and subcontract agreement, certified payrolls

Figure 7

PREVAILING WAGE

DBE TRUCKING
(INCLUDING TRUCKING OWNER OPERATORS)



* Hauling Agreement is defined as a binding agreement between contractors, subcontractors, service providers and / or owner operators and must contain all the required information including the items shown on page 6 - 2.

NOTE 1: If a DBE trucking company or DBE trucking owner operator is utilized for work which does not count towards a DBE goal, then a Service Provider may be submitted.

NOTE 2: The prime contractor is responsible for providing proof of payment for all DBE's working towards a DBE goal to Contract Compliance on a monthly basis either by paper copy or through B2G.

Figure 8

PREVAILING WAGE

DBE TRUCKING
(INCLUDING TRUCKING OWNER OPERATORS)

EXAMPLE NO. 1:

Prime contractor SNCA sublets work to Dixey Trucking (DBE),
Prime contractor SNCA sublets work to Kim Jones (trucking owner operator DBE),
Prime contractor SNCA sublets work to Jeff Smith (pilot car owner operator DBE)
The required paper work will be as follows:

- Dixey Trucking (DBE) - Request to Sublet, hauling agreement, certified payrolls
- Kim Jones (trucking owner operator DBE) - Request to Sublet, hauling agreement, certified payrolls
- Jeff Smith (pilot car owner operator DBE) - Request to Sublet, certified payrolls

EXAMPLE NO. 2:

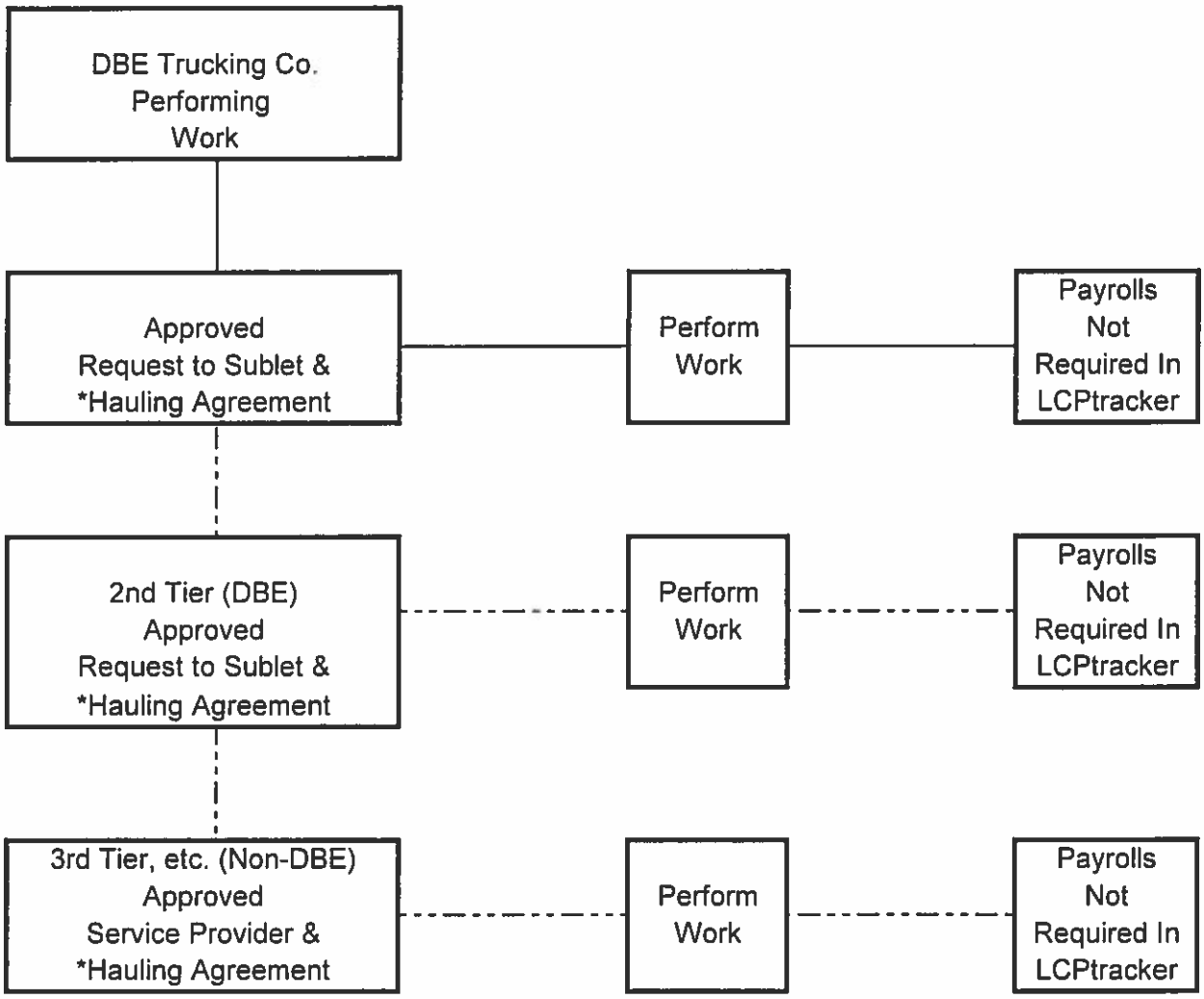
Prime contractor D Construction sublets work to BW Trucking (DBE),
BW Trucking (DBE) sublets work to Cinder Trucking (Non-DBE),
Cinder Trucking (Non-DBE) sublets work to R Trucking (DBE),
R Trucking (DBE) sublets work to Kim Jones (trucking owner operator DBE)
The required paperwork will be as follows:

- BW Trucking (DBE) - Request to Sublet, hauling agreement, certified payrolls
- Cinder Trucking (Non-DBE) - Request to Utilize Service Provider, hauling agreement, certified payrolls
- R Trucking (DBE) - Request to Sublet, hauling agreement, certified payrolls
- Kim Jones (trucking owner operator DBE) - Request to Sublet, hauling agreement, certified payrolls

Figure 8

NON-PREVAILING WAGE

DBE TRUCKING
(INCLUDING TRUCKING OWNER OPERATORS)



* Hauling Agreement is defined as a binding agreement between contractors, subcontractors, service providers and / or owner operators and must contain all the required information including the items shown on page 6 - 2.

NOTE 1: If a DBE trucking company or DBE trucking owner operator is utilized for work which does not count towards a DBE goal, then no paperwork is required.

NOTE 2: The prime contractor is responsible for providing proof of payment for all DBE's working towards a DBE goal to Contract Compliance on a monthly basis either by paper copy or through B2G.

Figure 9

NON-PREVAILING WAGE

DBE TRUCKING
(INCLUDING TRUCKING OWNER OPERATORS)

EXAMPLE NO. 1:

Prime contractor D Construction sublets work to BW Trucking (DBE),
BW Trucking (DBE) sublets work to R Trucking (DBE),
R Trucking (DBE) sublets work to Kim Jones (trucking owner operator DBE),
R Trucking (DBE) sublets work to Teri Smith (trucking owner operator Non-DBE)
The required paperwork will be as follows:

- BW Trucking (DBE) - Request to Sublet, hauling agreement
- R Trucking (DBE) - Request to Sublet, hauling agreement
- Kim Jones (trucking owner operator DBE) - Request to Sublet, hauling agreement
- Teri Smith (trucking owner operator Non-DBE) - Request to Utilize Service Provider, hauling agreement

EXAMPLE NO. 2:

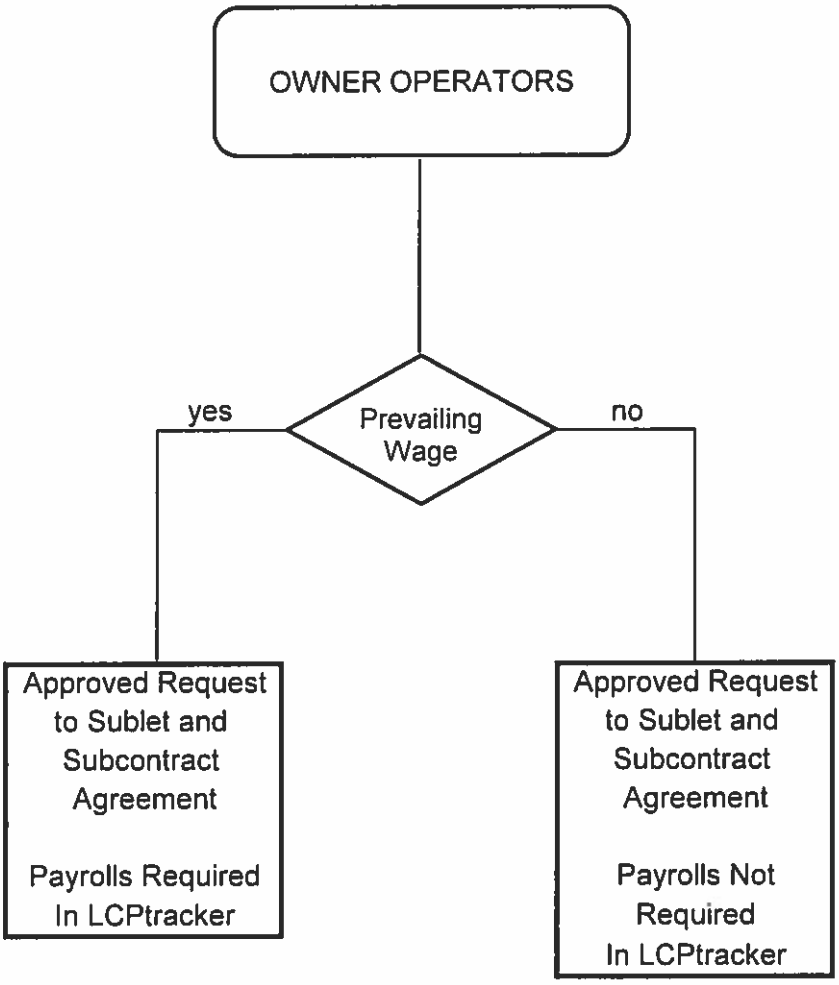
Prime contractor ABC Construction sublets work to Carson Trucking (DBE),
Carson Trucking (DBE) sublets work to Lyle Ham (trucking owner operator DBE),
Carson Trucking (DBE) sublets work to Lisa Long (trucking owner operator DBE),
Carson Trucking (DBE) sublets work to Jerry Cooper (trucking owner operator Non-DBE)
The required paperwork will be as follows:

- Carson Trucking (DBE) - Request to Sublet, hauling agreement
- Lyle Ham (trucking owner operator DBE) - Request to Sublet, hauling agreement
- Lisa Long (trucking owner operator DBE) - Request to Sublet, hauling agreement
- Jerry Cooper (trucking owner operator Non-DBE) - Request to Utilize Service Provider, hauling agreement

Figure 9

PREVAILING WAGE AND NON-PREVAILING WAGE

DBE OWNER OPERATORS
(EXCLUDING TRUCKING OWNER OPERATORS)



NOTE: The prime contractor is responsible for providing proof of payment for all DBE's working towards a DBE goal to Contract Compliance on a monthly basis either by paper copy or through B2G.

Figure 10