



Emergency Relief Program Guide for Local Public Agencies

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**Nebraska Department
of Transportation**

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☼ = Example ✍ = Fillable



Introduction

Purpose of the Guide

The **Nebraska Department of Transportation (NDOT) Emergency Relief Program Guide** was developed to support local public agencies (LPAs) in navigating the process of federal aid (FA) reimbursement following a disaster event. This guide provides Nebraska-specific guidance regarding eligibility determination and administration of the Federal Highway Administration (FHWA) Emergency Relief (ER) program. It also serves as a supplement to the [FHWA ER Manual](#).

Local public agencies are encouraged to proactively review this guide; however, this guide will be referenced most often under the following scenarios:

1. Prior to a projected significant weather event and as a reminder of what to do should damages occur to local roads within the federal aid route system (FAS).
2. After a disaster event and when documenting damages on an FA route.
3. After a federal- or state-level disaster declaration and when seeking FHWA reimbursement for repairs made to an FA route.

This guide only applies to federal aid (FA) routes within the LPA's local road system.

FA routes are identified, by county, in the national functional classification maps, available on [NDOT's website](#).

WHEN TO REFERENCE THIS GUIDE



Prior to a Projected Significant Weather Event



After a Disaster Event



After a Disaster Declaration & When Seeking Reimbursement

Federal Highway Administration Emergency Relief Program Overview

The program provides funding assistance to LPAs for repairs to FA routes within the local road system due to a disaster event. As the program is based on a disaster event's intensity and extent, damage to FA routes must be severe, occur over a wide area, and result in unusually high expenses to the LPA.

ER Program Requirements:

- A disaster declaration issued at the federal or state level
- An estimated \$700,000 or more in estimated damages across FA routes statewide
- Damaged FA routes restored to pre-declared-disaster condition

Types of Reimbursable ER Program Repairs

There are two types of reimbursable ER repairs: emergency repairs and permanent repairs. Emergency repairs seek to *stabilize* conditions, while permanent repairs seek to *restore* the FA route to pre-disaster conditions. LPAs are empowered to begin emergency repairs immediately following the declared event to minimize extent of damage, protect remaining facilities, or restore essential traffic.

DIFFERENTIATING BETWEEN FHWA AND FEMA ASSISTANCE

The Federal Highway Administration (FHWA) and the Federal Emergency Management Agency (FEMA) both provide disaster relief. As both agencies may be involved in post-disaster recovery, it is important for LPAs to understand the difference between the support provided by each agency:

- FHWA's Emergency Relief (ER) program is intended to assist with emergency and permanent repairs to FA routes, which can be found on the national functional classification map, available on [NDOT's website](#).
- FEMA's Public Assistance program is intended to assist with funding for repairs on all other routes, not FA routes.

Emergency Repair

Permanent Repair

Purpose	Seeks to stabilize conditions and should be accomplished in a manner that reduces additional work required for permanent repairs. Must meet one of three criteria: <ol style="list-style-type: none"> 1. Minimize extent of damage 2. Protect remaining facilities 3. Restore essential traffic 	Seeks to restore the FA route to pre-disaster condition. Requires development of plans, specifications, and estimates, as well as NDOT and FHWA authorization.
Reimbursement Rate	Up to 100% for repairs completed within 270 days following a disaster event. Up to 80% for repairs completed with more than 270 days following a disaster event.	Up to 80% with the repair(s) administered by NDOT and the LPA billed for its 20% cost-share of design and construction.
Project Administration	Administered by LPA and follows the federal-aid program requirements.	Administered by NDOT and follows the federal-aid program requirements.
Regulatory Environmental Compliance	Completed prior to, as possible, or concurrent to repair.	Required to be completed prior to repair.



Overview of an Emergency Relief Project

The ER Program aims to repair and restore FA routes within the local roads system damaged due to a disaster event or catastrophic failure. LPAs, NDOT, and FHWA are integral to the ER Program process depicted in Figure 1 on the following page. This process is described in greater detail in the next chapters (Assess & Document, Site Inspection, and Reimbursement). The goal of this section is to assist LPAs in understanding the flow of the ER Program following a disaster event.

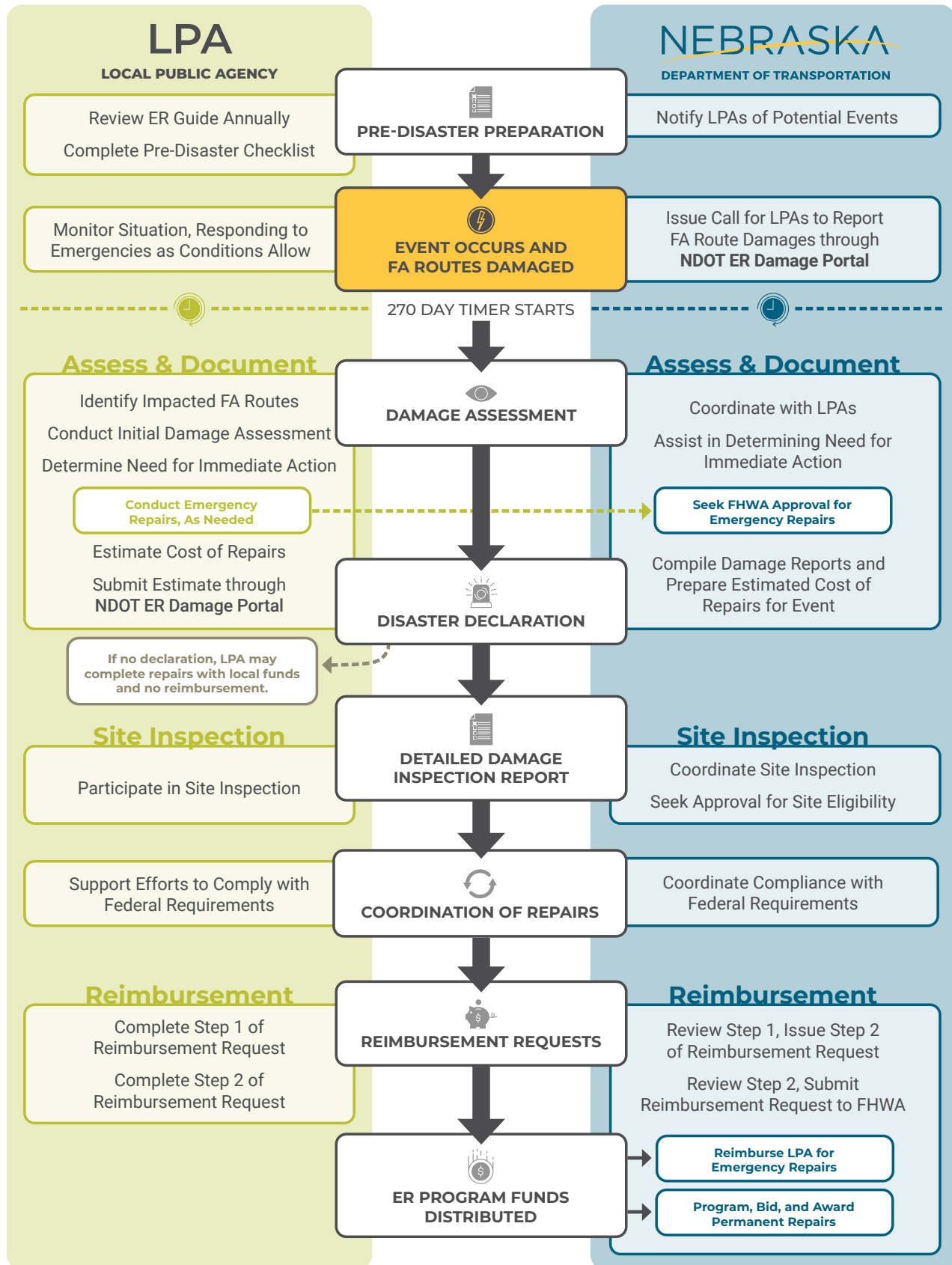
DOCUMENT, DOCUMENT, DOCUMENT!

Following a declared disaster that damages an FA route, and particularly when performing emergency repairs, **the single most important thing LPAs can do is document everything.** LPAs are encouraged to:

1. Maintain records for any work performed at affected sites, including, but not limited to:
 - a. Timesheets
 - b. Equipment hours
 - c. Material receipts
 - d. Photos or aerial imagery (if available) of the damage
 - e. Photos of the emergency repair
2. Create a summary spreadsheet for each site detailing daily individual expenses using NDOT's expense reporting spreadsheet.

Tools and templates related to documentation are described in Assess & Document, included in the appendices, and included on the [NDOT ER Program webpage](#).

Figure 1: Emergency Relief Flow Chart



Phases of an ER Project

Assess & Document

The goal of this phase is to assess damage, establish necessary detour routes, and determine if estimated repair costs per damaged area meet the \$5,000 threshold for inclusion in the ER Program. In addition, documentation and cost estimates assist NDOT in establishing a total estimated repair cost for the disaster event.

Site Inspection

The goal of this phase is to inspect damage, establish ER site(s), confirm repair estimates, and begin the process of programming permanent repairs.

Reimbursement

The goal of this phase is to finalize and submit ER Program documentation for reimbursement.

Regulatory Environmental Compliance

Early Coordination

Coordination with appropriate local, state, and federal environmental resource agencies is required for emergency repairs and is the responsibility of the LPA. Generally, this coordination is notification of any emergency repair activities and should include information regarding the nature of the disaster event, location of the damage, anticipated repairs to affected areas, and LPA contact information. This coordination can help avoid or minimize possible project delays or shutdowns and provide timely reimbursement. Documentation is critical and the LPA should use the NDOT Record of Conversation Form (Appendix G) to record all agency coordination and notification. Early coordination (within 48 hours of the disaster event) should occur when possible.

Regulatory Consultation

NDOT oversees coordination with appropriate local, state, and federal environmental resource agencies for permanent repairs. Unless otherwise stated, the LPA is not responsible for environmental resource agency coordination on permanent repairs.

NEBRASKA
State of Nebraska
Department of Transportation

Record of Conversation Form

Control No.				
Project No.				
Project Name				
Date	Communication Type (e.g., Telephone, Email, etc.)	NDOT/LPA Emergency Coordinator	Resource Agency Contact	Description of Communication

NDOT Record of Conversation Form, October 2018

Documenting interagency coordination is an important part of regulatory environmental compliance. See Appendix G for the Record of Conversation Form.

Pre-Disaster Preparation

The best way an LPA can plan to successfully use the ER Program is to be fully prepared in the event of a disaster that is significant enough to merit a federal or state disaster declaration, which triggers the use of the ER Program.

Identify and Maintain Contact Lists

To expedite the needed communication during and after an emergency event, create a contact list of regulatory and other state and federal agencies that may be involved in managing and recovering from a disaster event specific to the LPA's jurisdiction. Documentation is critical and the LPA should use the NDOT Record of Conversation Form (Appendix G) when communicating with their contact list.

Develop and Maintain FA Route Asset Inventory

Similar to other infrastructure-based asset management practices, an LPA may consider developing and maintaining an inventory of FA route assets. Documentation of the FA route could include video documentation of the entire FA route and existing facilities on the route, such as culverts, bridges and other infrastructure that is not the road surface itself. Drones may be instrumental to the documentation of the route.

Once FA route assets are identified and existing conditions documented, determine a schedule to regularly inspect and document the condition of the route. A three-year cycle would be ideal.

Develop Unit-Cost Price List

As a resource in determining cost estimates, LPAs will be well served to create a list of average personnel rates, equipment rates and the average cost of materials used to maintain and/or repair the FA route. These lists should be reviewed annually in the best-case scenario but at least every two years to ensure that the rates included are accurate and current. LPAs should refer to FEMA rates to calculate cost estimates.

PRE-DISASTER PREPARATION CHECKLIST

- Identify contacts with regulatory agencies and emergency managers
- Record conditions on FA routes as part of routine maintenance and inspection
 - » Consider developing and maintaining asset inventory for FA routes that details surface condition and the location and condition of culverts and structures
 - » Collect drone footage of FA routes on regular basis
- Develop unit cost, personnel, and equipment rate lists
- Maintain records of materials inventory, keeping receipts until inventory is depleted

ER Project Eligibility

Below is a summary of repairs, activities, and items considered for reimbursement under the ER Program.

Emergency Repairs

Emergency repairs are used to stabilize and are made during and immediately following a disaster event to restore essential traffic, minimize the extent of damage, and/or protect remaining facilities. Emergency repairs completed within 270 days following a disaster event are eligible for up to 100% reimbursement, while those completed more than 270 days following a disaster event are eligible for up to 80% reimbursement.

Immediately following a disaster event that causes damage to an FA route, LPAs are empowered to close FA routes and establish local detours as needed. These immediate response activities are eligible for reimbursement under the ER Program. However, LPAs should seek NDOT confirmation of program eligibility and confirmation to proceed prior to NEPA clearance before undertaking any additional repair activities.

Detailed information on qualifying emergency repairs may be found in FHWA's [Defining and Managing Emergency Relief Repair Activities Eligible for 100 Percent Federal Funding](#) (Revised July 2024).

The list provided below includes examples of emergency repairs that may be allowed to proceed prior to NEPA clearance:

Restoring Essential Traffic:

- Closing facilities for safety of the public; temporary traffic control and maintenance of traffic while the roadway is in this configuration.
- Safe passage of emergency vehicles and construction vehicles (responding for emergency repair).
- Public access to essential locations, such as medical facilities, school, work, mail service, commerce areas, and grocery stores.
- Availability of reasonable detours, emergency access requirements, or even time of year (i.e., expected weather conditions).

Minimizing Damage:

- Stop/eliminate/limit erosion of underlying material
 - » Controlling/redirecting water flow
 - » Localized stream bank armor/protection
 - » Replacing culverts/bank armor to convey water safely
 - » Landslide remediation
- Remove load
 - » Redirecting water flows from unprotected structures
 - » Removing floating detritus pileup on bridge substructure
 - » Removing landslide debris pushing on walls/foundations/embankments
- Stop/limit additional failure
 - » Keeping a bridge or specific structural components from collapse
 - » Shoring structural components
 - » Backfilling along roadway pavement to correct minor sloughing is not

When establishing a detour, document the existing condition of the detour route with photos; repair of damage from use as a detour may be eligible for reimbursement but condition must be documented before and after use.



considered an emergency repair

- Fire Suppression

Protecting Facilities:

- Traffic control; closing facilities for safety of the public
- Shoring of bridges/structural components
- Redirect rushing water to avoid eminent breach/erosion
- Removing trees/overhead items presenting eminent collapse

Permanent Repairs

Permanent repairs are used to restore the FA route to pre-disaster conditions and require the development of plans, specifications, and cost estimates. NDOT oversees permanent repairs through their project administration process which requires additional coordination and approval, including NEPA compliance. Permanent repairs are eligible for 80% reimbursement from FHWA through NDOT.

Examples of permanent repairs include, but are not limited to:

- Bridge replacement
- Construction of retaining structures
- Highway relocation
- Addition of significant protective measures

A permanent repair made immediately following a disaster event (during the first 270 days) may be eligible for 80% reimbursement from FHWA through NDOT if it is the most economical and feasible option. NDOT will work with FHWA to approve any needed immediate permanent repairs and the project will be administered by NDOT.

Ineligible Items

Ineligible repairs are generally maintenance activities and items not eligible for ER funding. These include, but are not limited to:

- Regular maintenance activities
- Replacement of materials stockpiles
 - » Includes materials stockpiled at roadway construction site
- LPA facilities such as maintenance sheds or equipment
- Snow and ice removal
- Frost heaving
- Erosion damage related repair, even when caused by disaster event, is considered "heavy maintenance"
- Preventative activities, such as evacuation prior to a disaster event
- Emergency medical services/first responders
- Repair of surface damage caused by traffic on local roads not designated as detour route
- Debris removal for federally declared disaster





Assess & Document

Proper documentation of disaster event damages helps ensure an LPA's eligibility for reimbursement through the FHWA ER Program. This section is intended to help LPAs through initial assessment and documentation processes, along with contracting procedures for emergency repairs.

Identify Impacted FA Routes

During or following a damage-causing disaster event, identify if or which FA routes in the local road system sustained damage. LPAs can identify which roads are included in the FAS by reviewing [NDOT's State and National Classification maps](#).

Conduct Initial Site Assessment

Begin documenting damages as soon as it is safe and practical to do so. **Do not wait until a disaster declaration has been issued.** Time is of the essence and critical damage information may be lost if LPAs do not begin documenting the damages as soon as possible following the event.

Collect the following information for each damaged FA route:

- Date damages occurred
- Location of damage
- Type of damage
- Photos of damage (may also choose to collect video and/or drone footage)
 - » Geocoded photos are best
 - » If geocoded photos are not an option, indicate the location with things such as road signs and other significant markers that can be identified during future site inspections

Geocoding: Enabling location services on smart devices with cameras generally creates geotagged photos automatically.

- Measurements of damage (length of linear damage, approximate square footage, etc.)
- Anticipated repair method (force account, contract)

SUMMARY OF RESPONSIBILITIES

LPA

- Identify FA routes impacted by disaster event
- Conduct initial site assessment per FA route (as conditions allow)
 - » Identify specific location
 - » Collect photos before and after repairs
 - » Take measurements
- Determine if immediate action needs taken to address one of three emergency repair criteria. If yes, conduct emergency repair.
 - » Minimize extent of damage
 - » Protect remaining facilities
 - » Restore essential traffic
- Estimate cost of anticipated repairs per FA route
- Submit initial damage assessment to NDOT ER Damage Portal (one submission per FA route)

NDOT

- Coordinate with potentially impacted LPAs prior to, during, and following disaster event
- Collect preliminary disaster-related damage assessments from LPAs
- Submit Letter of Intent to FHWA

FHWA

- Issue Letter of Acknowledgement to NDOT

- If you cannot access the site due to disaster conditions, document the conditions preventing access with as many photos as possible (geocoded and/or labeled with location) as well as when the site becomes accessible
- Use the NDOT Record of Conversation Form (Appendix G) to document conversations related to emergency response and repair
 - » This includes conversations with NDOT, local emergency managers, Nebraska Department of Game and Parks, US Fish and Wildlife Services, US Army Corps of Engineers, FHWA, and any other local, state, or federal agencies that may be involved in disaster response
 - » This practice provides documentation for your own records and management of the response process, as well as helps ensure that you have all documentation required by NDOT and FHWA for reimbursement of expenses related to the response

Determine Need for Immediate Action

Emergency repairs are generally eligible for reimbursement under the ER Program if they satisfy one or more of the following FHWA requirements:

1. Minimize extent of damage
2. Protect remaining facilities
3. Restore essential traffic

Utilize the NDOT LPA Emergency Repair Decision Worksheet (Appendix H) to help evaluate the need for immediate action, including establishing a signed detour. If an emergency repair is completed, the NDOT LPA Emergency Repair Decision Worksheet, must be completed prior to detailed damage inspection report (DDIR) Site Inspection (see Section 3-3).

In the event the needed repair(s) meet one of these requirements and cannot wait for the permanent repair process, which is administered by NDOT, the LPA is empowered to begin emergency repairs. It is a strongly encouraged best practice to contact NDOT to discuss emergency repairs, especially if there is any question if the emergency repairs meet the requirements listed above.

See Conduct [Emergency Repairs](#) section on following pages.

If repairs do not meet one of these criteria, the repairs are considered a permanent repair and should not be initiated by the LPA. NDOT will initiate and administer the permanent repair process once site inspections are completed.

Estimate Cost of Anticipated Repairs

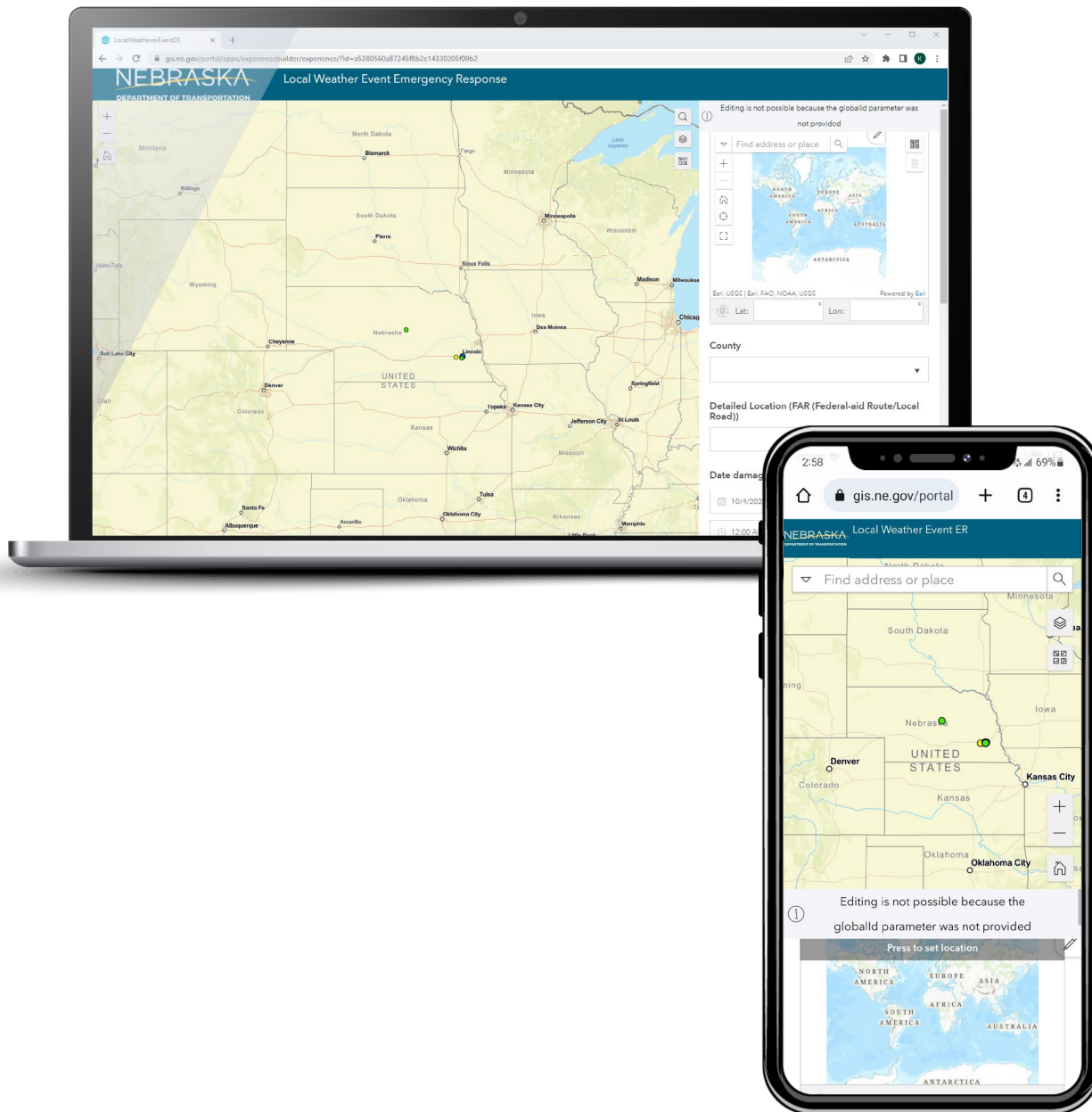
Before beginning any emergency repair activities, it is recommended that the LPA carefully estimate the cost of anticipated repairs. To be eligible for reimbursement, the anticipated repairs must be equal to or exceed the \$5,000 minimum threshold per site. Examples of what to consider when determining estimated repair cost:

- Grading completed in one day or less is likely less than \$5,000.
- Culvert replacement is likely greater than \$5,000.
- How much embankment work is required? Personnel and machine hours.
- How many feet of gravel road repair is needed?
- How much/many tons of fill/dirt is needed?
- How much erosion control is needed?

LPAs should refer to FEMA rates to calculate cost estimates.

Submit Damage Estimates to NDOT

If the estimated cost of anticipated repairs totals more than \$5,000 per FA route, access the [NDOT ER Damage Portal](#) to submit your preliminary notification of damage. The ER Program threshold for eligible damages is \$5,000 per **site**, however, 'site(s)' are not determined until site inspections with NDOT, FHWA and LPAs occur. At this stage of the event, NDOT collects information per FA route to determine if the event meets the \$700,000 **event** threshold for the program.



Conduct Emergency Repair

Emergency repairs are made during and immediately following a disaster event to **restore essential traffic, minimize the extent of damage, and/or to protect remaining facilities.**

Detailed information on FHWA's eligibility requirements for emergency repairs may be found in FHWA's [Defining and Managing Emergency Relief Repair Activities Eligible for 100 Percent Federal Funding](#) (Revised July 2024).

Repair documentation must be compiled and submitted for reimbursement **per site.**

Labor, materials, and/or equipment used at multiple sites must be divided up and submitted separately for each site.

Right of Entry

During emergency repair activities, some sites may require LPAs to encroach onto private property outside of the right-of-way (ROW). LPAs will need to complete a Right of Entry form. An example Right of Entry form is provided in Appendix J that can be used as a template if your agency does not have a Right of Entry form. This form is required to qualify for reimbursement for emergency repairs if the work encroaches onto private property.

In addition, a completed NDOT Right of Entry form grants the LPA staff permission to enter private property. It is best practice to maintain contact with property owners on work occurring on and near their property.

Contracting

Upon FHWA approval, an LPA may contract emergency repairs following its normal procurement process. However, to be eligible for 100% reimbursement, all related contracts and work performed must adhere to [FHWA-1273 Guidance](#) and Buy American Act requirements. FHWA-1273 must also be incorporated, not just referenced, into all contracts for emergency repair. NDOT and FHWA best practice suggests including the entire document into local contracts as an attachment.

FHWA-1273 Guidance incorporates federal regulations regarding fair wage and labor practices, such as Equal Employment Opportunity Commission (EEOC), Davis-Bacon Act, safety protocols, and Clean Air and Water Pollution regulations, among others. It is best to have your local legal department review the document and provide an overview if you have questions regarding what it entails and what practices are required by incorporating it into your local contract documents. Retain and be prepared to provide copies of fully executed county contracts related to emergency repairs to NDOT during the reimbursement phase.

Detailed information on [FHWA-1273 Guidance](#) (Required Contract Provisions Federal-Aid Construction Contracts).

EMERGENCY REPAIR CHECKLIST

- First, document and assess damage at site
- Confirm it is an emergency repair by ensuring the repair:
 - » Minimizes extent of damage
 - » Protects remaining facilities
 - » Restores essential traffic
- When working outside of public right-of-way, complete NDOT Right of Entry document, with property owner's signature, prior to beginning any work
- If repair is done by an LPA, document for each site:
 - » Official timesheets, include overtime hours
 - » Equipment hours
 - » Materials used
 - If local stockpile, track quantities by site
 - If purchased from vendor, retain invoices/batch tickets with quantity by site
- If repair is done by contractor
 - » Follow your procurement processes
- Ensure contracts meet federal regulation per FHWA-1273



Site Inspection

Site inspection is intended to verify initial damage reports and is required as part of the FHWA ER Program process. This section outlines what LPAs can expect related to the site inspection and completion of the Detailed Damage Inspection Report (DDIR).

Site Inspection

Detailed site inspections are conducted on all FA routes with reported damage. The site inspection provides the LPA, NDOT, and FHWA an opportunity to convene as a group to collectively determine the extent of damage, scope of repair, initial estimate of repair cost, environmental impacts, funding eligibility, and review any emergency repairs. The site visit also aids NDOT in completing the DDIR.

NDOT, FHWA and the LPA all participate in site inspections. **The LPA's primary responsibility in the Site Inspection phase is to attend the site inspection(s)**, ensuring staff who are familiar with the locations and history of work performed to date are available to attend. It can be helpful for the LPA to provide a FA route map and/or county map marked with damaged sites. Ensure the LPA representative has site documentation available from the initial damage assessment and any emergency repairs conducted prior to the site inspection.

Professional service providers may be hired to assess damage and attend site inspection. However, eligibility status for consultant contract fee reimbursement depends on the type of repair and extent of damage and is not determined until the reimbursement phase. Typically, consultant contract fees to the LPA are not reimbursed for permanent projects as NDOT would be the contracting agency, not the LPA.



SUMMARY OF RESPONSIBILITIES

LPA

- Participate in site inspection
- Sign completed DDIR

NDOT

- Coordinate and participate in site inspection
- Work with NDOT and LPA in determining site(s)
- Prepare DDIR (per site) for LPA signature
- Submit completed and signed DDIR to FHWA

FHWA

- Coordinate and participate in site inspection
- Work with NDOT and LPA in determining site(s)
- Review, determine eligibility, and approve DDIR(s)

Site Determination

During the Assess & Document phase, LPAs submit damage reports and estimates per FA route to NDOT through the [NDOT ER Damage Portal](#). During the Site Inspection phase, NDOT and FHWA will work with the LPA to determine individual ER sites, as needed. To be eligible for reimbursement, each site must meet a minimum \$5,000 in repair costs.

Generally, a site is a location where damage has occurred. A site could include several adjoining locations that are within one mile of each other and where similar damage, related to the same cause, has occurred. How a site is defined in the ER Program is dependent on the specific circumstances of the situation, sometimes defined by proximity, damage type, or a combination of both. For example:

- One mile segment with 5 crossings to be repaired = single site
- Two damage areas more than one mile apart = multiple sites
- Due to size and scope of repairs, two or more damage areas within a one mile segment could be separate sites. (ex: a bridge and two culverts)

More information can be found in the [FHWA Emergency Relief Manual](#) (see Chapter II, Section C-3).



Detailed Damage Inspection Report

Support NDOT in Preparing DDIR

Using information submitted by LPAs through the [NDOT ER Damage Portal](#) and information collected during the site inspection, **NDOT will prepare a Detailed Damage Inspection Report (DDIR) for each site.**

The DDIR includes the following information:

- Site number assigned by NDOT. **Note:** This number is used throughout the reimbursement process.
- Location of the damage, including photos of the damaged infrastructure. Specific mile markers or GPS coordinates will be used when possible.
- Written description of the cross-section of the transportation system that was damaged.
- Determination of repair type (emergency or permanent)
- If an Emergency Repair was completed:
 - » The LPA Emergency Repair Decision Worksheet (NDOT Form 695) must be completed.
 - » What contract method was used?
 - *Local forces*
 - *Force account with contractor*
 - *Negotiated contract with contractor*
 - *Emergency let contract*
 - » Description of how one of the following criteria was met:
 - *Work was needed to protect the remaining facility*
 - *Work was needed to restore essential traffic*
 - *Work was needed to minimize the extent of damage*
 - » Description of repairs completed and outstanding repairs to be completed, including expenses incurred and cost estimates for work not yet completed
 - » Description of permanent restoration completed concurrently with emergency repairs, when applicable
- If Permanent Repairs are needed, the following information will be included:
 - » Nature of the repair:
 - *Restore in-kind*
 - *Constructed to current standards*
 - *Added betterments with FHWA approval*
 - *Detailed estimates including materials, quantities, and unit costs*
 - *Potential environmental and historical impacts*
 - *A location map and field site sketch*
 - *Any other supporting documentation of damage and needed repair or replacement*

THE DDIR WILL ALWAYS REQUIRE:

- Site number assigned by NDOT
- Cause and extent of damage
- Location and dimensions of damage

Remember: Site determination and decisions regarding combining sites will be made by NDOT during site inspection visits.

Only items listed in the Scope of Work in the DDIR will be eligible for reimbursement. Any items repaired but not been listed in the Scope of Work in the DDIR will not be reimbursed.

Sign the DDIR

Signatures are required from FHWA, NDOT and the LPA on each completed DDIR. NDOT will also provide LPAs with a copy of the completed DDIR for each site.

SITE INSPECTION CHECKLIST

- Provide aerial map with damage locations noted
- Participate in the site inspection with NDOT and FHWA
 - » Ensure staff familiar with FAS damage attend
- Sign the DDIR once completed by NDOT



Reimbursement

Reimbursement of costs associated with emergency and permanent repairs is the last phase of the FHWA ER Program process. This section is intended to assist LPAs with the reimbursement process and required documentation associated with the reimbursement phase.

Once a disaster has been declared eligible, site inspections have been completed, and Detailed Damage Inspection Reports have been submitted to FHWA and approved, reimbursement requests will be solicited by NDOT. As described in Overview of ER Project (see Section 1-3), the ER Program reimbursement rates are as follows:

- 100% for emergency repairs completed within 270 days following a disaster event
- 80% for permanent repairs or emergency repairs completed more than 270 days following a disaster event

Once FHWA approves the request for ER program funds, NDOT will reimburse funds to the LPA for emergency repairs. For permanent repairs, NDOT will program, bid, and award projects.

Also note, no federal reimbursement can be granted until NEPA is completed, even for emergency repairs.

Diligent and organized record keeping in earlier phases will serve the LPA well in the reimbursement phase because much of the information requested was initially collected in the Assess & Document phase.

The reimbursement phase is a two step process, as follows:

Reimbursement Step #1

NDOT will send an email notification announcing the start of the reimbursement phase. This notification is sent on a per site basis and includes a request for information from the LPA.

The information requested by NDOT from the LPA includes, but is not limited to:

- Review and sign the DDIR
- Review and sign the detailed financial summary, damage report, and description or scope of work to be performed
- Complete Review of Encroachments, as applicable (NDOT Form, Appendix L)

SUMMARY OF RESPONSIBILITIES

LPA

- Compile and submit documentation for Reimbursement Request #1
- Compile and submit documentation for Reimbursement Request #2

NDOT

- Facilitate and process submissions of Reimbursement Request #1
- Facilitate and process submissions of Reimbursement Request #2
- Request ER funds from FHWA and distribute to LPAs
- Program, bid, and award permanent repair projects

FHWA

- Request and distribute funds to NDOT

- Complete Right of Way Certifications, as applicable (NDOT Form, Appendix K and FHWA Form, Appendix M)
- Invoices, contracts, equipment hour documentation, time sheets, and any other documentation related to emergency or permanent repair of the site

Completed forms and documentation should be grouped by site and corresponding DDIR number (assigned by NDOT) and submitted by LPAs through the [NDOT Disaster Damage Portal](#).

Following the LPAs submission of information in the NDOT Disaster Damage Portal, NDOT will review the submissions and finalize eligibility approval for each request. NDOT will request any missing documentation or information. NDOT cannot complete its review of the site's reimbursement request until all required documentation has been submitted.

Reimbursement Step #2

Once NDOT determines a site's reimbursement request to be eligible for reimbursement, NDOT will send an email notification requesting additional information and documentation to finalize the reimbursement request. Like Reimbursement Request #1, requested information should be submitted by the LPA through the NDOT Disaster Damage Portal and reference the DDIR Site Number.

The required documentation includes:

- Final cost breakdown of the reimbursement request prepared by NDOT and signed by an authorized LPA representative
- Resolution approved by the local county board of elected officials confirming the details of the reimbursement and requesting distribution of FHWA ER funds by NDOT
- Formal written request to finalize the reimbursement provided on official county letterhead and signed by an authorized county representative

LPA BEST PRACTICES

- Organize materials and process reimbursement requests by site.
- Compile all direct expense invoices/receipts into a single PDF, with items appearing in the order in which they appear in the financial summary. Consider incorporating a label system so that invoices/receipts can be quickly correlated to line items in the financial summary.
- If one invoice/receipt has expenses for multiple sites, include it in each site's reimbursement request and clearly denote which line items are relevant to the request at hand.
- Ensure that all requested information is included in your submission(s). Missing information may delay the reimbursement process.
- For each site, submit reimbursement request in its entirety, rather than in pieces.

Appendices

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☼ = Example ✍ = Fillable



Appendix A

SAMPLE GOVERNOR'S
PROCLAMATION 

Sample Governor's Proclamation

Floods and rapid runoff, commencing on [date] , were experienced throughout the following counties in [State] as a result of extremely heavy rains: [list of counties] . The flooding and associated runoff have produced serious and extensive damage to both private and public property. As a consequence, this State has sustained severe damage to its road systems, which include bridges, roadbeds, and other facilities. Damage occurred on Federal-aid highways.

Damage throughout the [region] part of the State has been of such an extent that immediate repairs have been necessary. Such conditions constitute an emergency as is contemplated by the terms of Sections 125 and 120(e) of Title 23, U.S.C.

Therefore, I _____, Governor of the State of _____ do hereby proclaim an emergency to exist throughout the [region] of the State as a result of flooding and runoff conditions and consequent danger to life and damage to property including Federal-aid highways.

The immediate repair and reconstruction of the damaged highways is vital to the security, well-being, and health of the citizens of the State of (State); and the Federal Highway Division Administrator is hereby requested to concur in the declaration of this emergency.

In testimony whereof, I have hereunto subscribed my name and caused the seal of the State of _____ to be affixed at [City] , the ___ day of [month] , A.D. [year] .

Governor of _____

ATTEST:

Secretary of State



Appendix B

SAMPLE STATE LETTER OF INTENT 

Sample State Letter Of Intent

TO: _____, Division Administrator
Federal Highway Administration

FROM: _____
Administrator and State Transportation Engineer

SUBJECT: [Severe Flooding in] [State]
[Date]

Dear _____

Under the provisions of Title 23, U.S.C., Section 125, this is notice of intent by the [State] Department of Transportation to request emergency relief funds to assist in the cost of repairing damages on the Federal-aid highways in [State] caused by the extreme runoff and flooding following the [storm] beginning [Date].

Attached is a copy of the Declaration by Governor _____ of a State of Disaster in [State] on [Date].

Preliminary estimates of the damages sustained to the Federal-aid highways will be forwarded within a few days when assembled.

We are proceeding expeditiously to maintain two-way traffic at all locations and to repair those sections sufficiently to protect facilities from further damage.

Yours Sincerely,

Attachment



Appendix C

SAMPLE FHWA
ACKNOWLEDGEMENT LETTER 

Sample FHWA Acknowledgment Letter

State Department of Transportation

Dear _____:

This is to acknowledge receipt of your letter of intent, dated _____, to request Emergency Relief Funds, authorized under 125 of Title 23, U.S.C., for the repair of damage to Federal-aid highways resulting from the _____ (event) of _____ (date).

You should proceed with performance of emergency operations, including emergency repairs, on the Federal-aid highways necessary to restore essential traffic, to protect the remaining facilities, and to reduce the extent of damage. Also, you may proceed with preliminary engineering, meaning surveys, design, and preparation of construction plans, to perform the permanent restoration work required as an associated part of the emergency operations, and to use State forces and/or negotiated equipment rental contracts as necessary to perform the work.

The eligibility of such work for ER funds will be contingent upon a favorable finding by the FHWA Division Administrator, on the eligibility of the disaster, and subsequent approval of the work by FHWA.

The basis for the Division Administrator's decision will be the Damage Survey Summary Report, which must be submitted to this office. The DSSR, among other requirements, must include estimates of cost to repair and reconstruct the damaged Federal-aid highways.

My office will be meeting [has met] with members of your staff to make arrangements for reviewing the disaster damage and assisting in preparing the Damage Survey Summary Report and site damage reports. The Damage Survey Summary Report is to be submitted within --- weeks, if possible. If additional time is required, please advise, including the reasons why the extra time is necessary.

If FHWA concurs in the disaster, all emergency work must be included in a program of emergency repair projects. The program, when submitted for approval, shall include a detailed outline of the necessary emergency operations performed and a description of the permanent restoration work proposed. Permanent restoration work other than that performed as an associated part of the emergency operations, shall not be performed prior to program approval and authorization by this office.

Sufficient record keeping must be done to permit audit of costs on a site-by-site basis.

Sincerely yours, [Division Administrator]



Appendix D

SAMPLE ER REQUEST
MEMORANDUM ★

Sample ER Request Memorandum

Subject: [State Name] - Emergency Relief (ER) Event,
[Event Title, Disaster Code]

From: [Division Administrator Name]
Division Administrator
[City, State]

In Reply
Refer To:

To: [Office of Program Administration Director Name]
Director, Office of Program Administration

The purpose of this memorandum is to advise you that the [State] Division Office has approved the subject event as eligible for ER funding. In accordance with the Delegation of ER "Finding" Approval memorandum, dated June 28, 1999, we are providing the following information:

1. [Example event description] Beginning on March 10, 2013, severe storms caused flooding and wind damage resulting in debris and roadway damages to Federal-aid highways in the southwestern region of the State. Some areas received up to 15 inches of rainfall over a 48 hour period. Several major roadways, including State Highway 10 and Interstate Highway 90 were severely damaged and were closed to traffic due to flood damages. Typical damages include debris deposits on many roadways, shoulder washouts, pavement damage, sign and signal damage, and scour around bridge piers.
2. The disaster number for this event is _____.
3. The total cost of eligible damage is \$_____ with a Federal share of \$_____.
4. Counties with eligible damage sites are _____.
5. The following U.S. Congressional Districts were affected: _____.

We request that ER funding in the amount of \$_____ be made available for the subject disaster. If you have any questions concerning this request, please contact _____.



Appendix E

SAMPLE STATE LETTER FOR QUICK
RELEASE OF ER FUNDS ★

Sample State Letter for Quick Release of ER Funds

Name _____
FHWA Division Administrator

Dear _____:

We appreciate your timely acknowledgement letter of ___[date]___ sent in response to our letter of intent dated ___[date]___. We are continuing to conduct necessary emergency operations and repairs to maintain traffic throughout the disaster area.

We are performing damage assessments throughout the area. At this time it is not possible to provide exact cost estimates; however, damage to Federal-aid highways is anticipated to exceed ___[amount]___. We expect to be able to provide a more accurate estimate [within "x" weeks] .

Our budget for emergencies is limited and local governments have even greater financial constraints with limited cash flows available to fund emergencies. Consequently, we are requesting approval of ER funding for this disaster with a quick release of emergency relief funds to allow us to proceed expeditiously with emergency repairs to Federal-aid highways.

We are requesting a quick release of ___[amount]___ for these emergency repairs. Additional allocations will be requested as damage survey teams inventory damage.

Sincerely yours,

(State Department of Transportation Official)

Date: _____



Appendix F

SAMPLE STATE LETTER REQUESTING
ER FUNDS 

Sample State Letter Requesting ER Funds

Date _____

To: FHWA Division Administrator

Subject: Heavy Rains and Flooding March 23-26, 2013

Dear _____

Under the provisions of Title 23, U.S.C. Section 125, the (State) Department of Transportation is requesting Emergency Relief (ER) Funds to assist in the cost of repairing damages on Federal-aid highways in (State) damaged as a result of extreme runoff and flooding following the heavy rains beginning March 23, 2013. Based on the preliminary estimate of damage, we are requesting \$3 million in ER funds. Following a favorable determination of eligibility for ER funds by the Federal Highway Division Administrator, we will submit detailed damage inspection report with the scope of work and cost estimate for each site as a program of projects.

Sincerely

Title
[State] DOT



Appendix G

NDOT RECORD OF CONVERSATION
FORM 

Record of Conversation Form

Control No.	
Project No.	
Project Name	

Date	Communication Type (e.g., telephone, email, in person)	NDOT/LPA Emergency Coordinator	Resource Agency Contact	Description of Communication

Date	Communication Type (e.g., telephone, email, in person)	NDOT/LPA Emergency Coordinator	Resource Agency Contact	Description of Communication



Appendix H

NDOT LPA EMERGENCY REPAIR
DECISION WORKSHEET 

LPA Emergency Repair Decision Worksheet

Describe the damage to the facility:

Immediate repair must accomplish one (or more) of the following: *(check all that apply)*

- 1. Restore essential traffic**
(i.e., temporary traffic control, maintenance of traffic, or safe passage of emergency vehicles and construction vehicles.)

- 2. Minimize the extent of damage**
(i.e., stop, eliminate, or limit erosion of underlying material, remove loads from structures, or prevent additional facility failure.)

- 3. Protect remaining facilities**
(i.e., close facilities for safety of the public, shore bridges or other structural components, redirect rushing water to avoid breach or further erosion, remove trees and/or overhead items to protect from or prevent collapse.)

Please describe how each will be accomplished by the emergency repair:



Appendix I

FHWA 1273 FORM 

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

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

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

a. 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, 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 Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(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 (29 CFR 5.5)

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 (29 CFR 5.5)

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. 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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 18 U.S.C. 1001 and 31 U.S.C. 231.

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 (29 CFR 5.5)

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. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to 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 as provided in 29 CFR 5.5.

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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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:

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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.



Appendix J

NDOT RIGHT OF ENTRY 

Permission to _____ to work on Private Property

I _____ give permission to _____ to extend from their Right of Way and onto my property for the purpose of _____ (work to be performed).

Approximate dates of work: _____

Location of work: _____

Superintendent _____ Signature Date: _____

Supervisor _____ Signature Date: _____

Land Owner _____ Signature Date: _____

This document is an example only. If your agency has a similar form granting entry onto private property by a property owner, please use your local form. If your agency does not have a form of this type, feel free to create one using this as a template.



Appendix K

NDOT RIGHT OF WAY
CERTIFICATION FOR EMERGENCY
RELIEF PROJECTS 

Right of Way Certification for Emergency Relief Projects

Report Date:

Event: [insert MO/YR]

Site Information

DDIR Site Number	Control Number:
ROW Status from DDIR:	
Facility Name:	
Federal Aid Route Number:	County:

Financial Summary

Total Emergency Repair:	
Total Permanent Repair:	
Total DDIR Estimated:	

Damage and Work Information

Description and Cause of Damage:	
Scope of Work:	<p>Work on this project includes: Emergency:</p> <p>Permanent</p> <p>The need for Right-of-way or easements is/is not anticipated with this project with possible eligible utility relocations.</p>

Concurrence Statements

1. The site was/is free and clear of all encroachments? Yes No
 - a. If the site was not or is not currently clear of encroachments, please attach a completed Encroachment Review Form.
2. The status of the ROW indicated above is correct? Yes No
 - a. If the status for ROW is incorrect above, please explain below and attach maps of ROW acquisitions/encroachments/right of entry locations if ROW has been added to site.
 - b. If ROW was required, please attach right of entry and all acquisition files.

I certify that the information above is accurate.

Signature

Date

Print Name and Title

Report ID: L84-01



Appendix L

NDOT LPA ENCROACHMENTS
REVIEW FORM 

LPA Encroachments Review for Federal-aid Project

Control Number:		LPA Reviewer:	
Project Number:		LPA Review Date:	
Project Name:		District Representative:	

	Object Description	Location <i>(STATION if available, field measure and attach maps, dated photos as necessary and indicate Object Number on attached documentation)</i>	Action <i>(Pick from drop-down list)</i>	Date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				



Appendix M

FHWA RIGHT OF WAY CERTIFICATE
FORM (AP-18) 

Right of Way Certificate For County or City Federal-Aid Highway Projects

(This certificate must be furnished to the Department of Roads before a project can be advertised for letting.)

TO: THE NEBRASKA DEPARTMENT OF ROADS

Federal Aid Project No.: _____

Name of Project: _____

Right of Way Tract Nos. on this Project: _____

Acquisition Statement

- This is to certify that the necessary right of way, including control of access rights when pertinent, for this project has all been acquired in compliance with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, including legal and physical possession.

Encroachment Statement for Existing Public Right of Way for this Project *(place check in appropriate box)*

- There were not any encroachments on the existing right of way for this project.
- All encroachments have been removed from the right of way.
- All encroachments have **not** been removed from the right of way, but provisions have been made for their removal by _____.
- Encroachments are permitted under the Agency's permitting process, the permit is on file for review.

Utility Statement *(place check in appropriate box)*

- There are not any utility conflicts with this project.
- All necessary arrangements have been made for utility modification to be undertaken and completed concurrently with the project construction or provisions have been made for such work to be completed by _____.

Improvement Clearance on New Right of Way *(place check in appropriate box)*

- There are not any improvements in the new right of way.
- All improvements have been cleared from the new right of way.
- All necessary arrangements have been made for improvement clearance from the new right of way to be undertaken and completed concurrently with the project construction or provisions have been made for such work to be completed by _____.

Railroad Statement *(place check in appropriate box)*

- There are not any railroad conflicts with this project.
- All necessary agreements and modifications to railroad conflicts have been completed or provisions made for such work to be completed by _____.
- All necessary agreements and arrangements have been made for railroad modification to be undertaken and completed concurrently with the project construction.

Relocation Statement (place check in appropriate box)

Situation

Statement

No relocation assistance of any type.

No individual or families were required to be relocated.
Steps relative to relocation advisory assistance and payments for business and moving personal property as required by the current Federal Highway Administration directives covering the administration of the Highway Relocation Assistance Program are not required.

Only Residential Relocation and it is complete.

All individuals and families have been relocated to decent, safe, and sanitary housing or adequate replacement housing in accordance with Federal Highway Administration directives have made available to those displaced.
Steps relative to relocation advisory assistance and payments as required by the current Federal highway Administration directives covering the administration of the Highway Relocation Assistance Program have been taken.
Steps relative to relocation advisory assistance and payments for business and moving personal property as required by the current Federal Highway Administration directives covering the administration of the Highway Relocation Assistance Program are not required.

Only Business or Personal Property Relocation and it is complete.

No individual or families were required to be relocated.
Steps relative to relocation advisory assistance and payments for business and moving personal property as required by the current Federal highway Administration directives covering the administration of the Highway Relocation Assistance Program have been taken.

Both Residential and Business or Personal Property and it is complete

All individuals and families have been relocated to decent, safe, and sanitary housing or adequate replacement housing in accordance with Federal Highway Administration directives have made available to those displaced.
Steps relative to relocation advisory assistance and payments as required by the current Federal highway Administration directives covering the administration of the Highway Relocation Assistance Program have been taken.

The right of way for this project is now available for immediate construction and it is recommended that this project be advanced to letting stage.

Dated this _____ day of _____, 20_____.

CITY or COUNTY of _____

Certified By:

Signature

Typed or Printed Name

Typed or Printed Title


If there are any exceptions, list and explain fully on additional page.



Appendix N

FHWA DETAILED DAMAGE
INSPECTION REPORT 

Detailed Damage Inspection Report

 U.S. Department of Transportation Federal Highway Administration	DETAILED DAMAGE INSPECTION REPORT	Report Number					
	(Title 23, Federal-aid Highways)	Sheet _____ of _____					
Location (Name of Road and Milepost)		FHWA Disaster Number					
Description of Damage		Inspection Date					
		Federal-aid Route Number					
		State _____ County _____					
Cost Estimate							
Emergency Repair	Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost		
		ea			Completed	Remaining	
		ea					
		ea					
		ea					
		ea					
		ea					
		ea					
		ea					
		ea					
		ea					
		ea					
		ea					
Method				Subtotal			
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract				PE/CE			
					Emergency Repair Total		
Permanent Restoration		ea					
		ea					
		ea					
		ea					
		ea					
		ea					
		ea					
		ea					
		ea					
		ea					
		ea					
		ea					
		ea					
Method				Subtotal			
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract				PE/CE			
					Right-of-Way		
					Perm. Repair Totals		
Environmental Assessment Recommendation					Estimated Total		
<input type="checkbox"/> Categorical Exclusion <input type="checkbox"/> EA/EIS							
Recommendation		FHWA Engineer			Date		
<input type="checkbox"/> Eligible <input type="checkbox"/> Ineligible							
Concurrence		State Engineer			Date		
<input type="checkbox"/> Yes <input type="checkbox"/> No							
Concurrence		Local Agency Representative			Date		
<input type="checkbox"/> Yes <input type="checkbox"/> No							



Appendix O

NDOT COUNTY LETTERHEAD
SAMPLE 

(County Letterhead)

[insert date]

Jodi Gibson
NDOT Local Assistance Division
1400 Hwy. 2
P.O. Box 94759
Lincoln, Nebraska 68509-4759

RE: [insert month & year of event] ER Resolution/Completion & Compliance
Project No. [insert project number] Control No. [insert control number]
DDIR Site: [insert DDIR Site number]

At this time [insert county name] County is requesting reimbursement for all cost incurred to the above referenced site. Enclosed please find the final documentation for reimbursement for the referenced ER site.

- 1) County Resolution – Completion & Compliance
- 2) Cost Break Down Form

These documents have been approved by [insert county name] County and we look forward to receiving reimbursement for this site.

Sincerely,

[insert county name] County
XXXXXXXXXXXXXX



Appendix P

SAMPLE NDOT RESOLUTION FOR
EMERGENCY RELIEF PROGRAM -
EMERGENCY/PERMANENT REPAIRS 

**Resolution
For Emergency Relief Program-Emergency/Permanent Repairs**

[insert county name] County
Resolution No. _____
Project No. [insert project number]
Control No. [insert control number]
DDIR Site: [insert DDIR Site number]

Whereas: Certain transportation facilities have been designated as being eligible for Federal assistance from the Department of Transportation through the Emergency Relief Program (ER) of the Federal Highway Administration (FHWA); and

Whereas: Major highways and bridges in Nebraska that are part of the Federal-Aid highway system suffered widespread serious damage as a result of flooding beginning on [insert date] (Disaster # [insert disaster #]) and were in need of emergency or temporary repair, or restoration; and

Whereas: The Nebraska Department of Transportation, as a recipient of the previously described Federal assistance, is charged with oversight of the expenditures of said funds; and

Whereas: The County has completed all repair work on an eligible Federal-Aid route to restore essential traffic.

Whereas: The project has met all contract provisions as required by 23 CFR Part 633A; met the Davis-Bacon wage requirements; and abides by the Disadvantaged Business Enterprises (DBE) requirements, American with Disability Act (ADA) requirements, "Buy America" Provisions, FHWA 1273 and prohibitions against the use of convict labor (23 U.S.C. 114); and

Whereas: The State has completed the required NEPA document, along with resource agency concurrences, and no new right of way (ROW) was needed for completing permanent repairs; and

Whereas: All emergency repairs were completed within 270 days and are eligible for 100% federal reimbursement; and

Whereas: The total emergency repairs reimbursement is [insert emergency repair total \$] and no further costs relating to this project will be incurred or submitted to the State.

Whereas: The total permanent repairs reimbursement is [insert permanent repair total \$] and no further costs relating to this project will be incurred or submitted to the State.

Be It Resolved: That the Nebraska Department of Transportation is hereby requested to act on behalf of [insert county name] County to administer Federal funds.

Be It Further Resolved: That the Chairman of the County Board is authorized to sign this Resolution on behalf of said Board.

Adopted this _____ day of _____, 202X, at _____

By Board of Commissioners of [insert county name] County, Nebraska.

Chairman

Attest:

County Clerk

Board Member _____
Moved the adoption of said Resolution
Roll Call: _____ Yes _____ Nay
Resolution adopted, signed and billed as adopted



Appendix Q

SAMPLE NDOT ER EXPENSE REPORT
WORKSHEET 

TABLE OF CONTENTS		FILL OUT FIRST	
<i>Check the box if included in PW package</i> <i>Click on title to link to sheet</i>			
<input type="checkbox"/> Cost Summary Roll-Up	DISASTER DETAILS	DDIR Site Number (XXXX-DR/EM-ST):	
<input type="checkbox"/> Fringe Benefits		Applicant Name:	
<input type="checkbox"/> Labor		Category:	
<input type="checkbox"/> Equipment		PW Reference Number:	
<input type="checkbox"/> FEMA Equipment Rates	KEY STAFF	PW Prepared By:	
<input type="checkbox"/> Materials		Preparer Title:	
<input type="checkbox"/> Contracts		PA Crew Leader:	
<input type="checkbox"/> Rental Equipment		State Representative:	
<input type="checkbox"/> Direct Admin Costs		Applicant Representative:	

ATTENTION

All Project Worksheets must be entered directly into NDOTs ER Portal by an authorized representative of the Local Public Authority.

This form is unprotected to allow modifications based on amount of data and applicant policies. Please use caution when adding/deleting rows to ensure formulas are maintained and copied correctly. If you do not feel comfortable modifying the spreadsheet, please contact your immediate supervisor.

INSTRUCTIONS

Complete all yellow fields. Data will autopopulate other sheets in Excel Workbook.

- Gold fields represent data that must be entered.
- Gray fields represent fields that are calculations or are autofilled
- Green fields represent totals that are transferred to the Cost Summary Roll-Up

If pages do not print correctly, select "View" and "Page Break Preview" and adjust manually.