

Mark Nexsen - Chair  
Buster Johnson – Vice Chairman  
Donna McCoy – Secretary/Treasurer  
David Lane – Board Member  
Alvin Stump – Board Member



Lake Havasu Police Facility  
Meeting Room  
2360 McCulloch Blvd, N  
Lake Havasu City, AZ 86403

**LAKE HAVASU METROPOLITAN  
PLANNING ORGANIZATION (LHMPO)  
EXECUTIVE BOARD **AMENDED** MEETING AGENDA  
Tuesday April 3, 2018, 2:00 P.M.**

One or More Executive Board Members May Attend and Vote Telephonically

The Lake Havasu MPO Executive Board may vote to hold an Executive Session for the purposes of obtaining legal advice from the Attorney on any matter listed on the agenda under A.R.S §38-431.03(A)(3)

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. CALL TO THE PUBLIC:**

*This item is to provide an opportunity for citizens wishing to address the Executive Board on issues within the jurisdiction of the LHMPO planning area that are not on the Agenda. Comments SHALL be limited to five (5) minutes or less.*

**5. ANNOUNCEMENTS, COMMUNICATIONS, UPDATE REPORTS**

**5.1** ADOT, City, County, RTAC Reports

**5.2** LHMPO Director's Report  
*Vinny Gallegos, LHMPO Director*

**6. PUBLIC HEARINGS**

**6.1** Discussion and Possible Action to Adopt the FY2019 Unified Planning Work Program (UPWP) and Planning Budget  
*Vinny Gallegos, LHMPO Director*

**\*6.2** Discussion and Possible Action to Approve Joint Project Agreement Amendment No. 1 between the State of Arizona and Lake Havasu MPO  
*Vinny Gallegos, LHMPO Director*

**7. FUTURE AGENDA ITEMS**

**8. UPCOMING MEETING SCHEDULE**

- State Transportation Board Meeting: **April 20, 2018 at 9:00 a.m., Flagstaff, AZ**
- LHMPO TAC Meeting: **May 20, 2018 at 1:30 p.m., 900 London Bridge Rd, Bldg. B, Lake Havasu City, AZ 86404**

- Executive Board Regular Meeting: **June 12, 2018 at 2:00 p.m.**, Lake Havasu City Police Facility Meeting Room, 2360 McCulloch Boulevard N, Lake Havasu City, AZ 86403

## 10. ADJOURNMENT

*Pursuant to the Americans with Disabilities Act (ADA), the Lake Havasu Metropolitan Planning Organization endeavors to ensure the accessibility of all of its programs, projects and services to all persons with disabilities. If you need an accommodation for this meeting, please contact the Lake Havasu MPO office at (928) 453-2823 at least 48 hours prior to the meeting so that accommodations may be arranged.*

**LAKE HAVASU MPO  
REQUEST FOR ACTION  
APRIL 3, 2018**

**SUBJECT:** Discussion and Possible Action to Approve the Joint Project Agreement between the Lake Havasu MPO and the State of Arizona – Arizona Department of Transportation

**SUBMITTED BY:** Vincent Gallegos, LHMPO Director

**AGENDA TYPE:** PUBLIC HEARING

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**ATTACHMENTS:**

Joint Project Agreement (JPA) #GRT17-0006569-T Amendment One

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**SUMMARY/BACKGROUND:**

The attached JPA has been amended, as initiated by ADOT and reviewed / approved by the Arizona Attorneys General Office. All the MPOs in Arizona have received an amended JPA. Please note the amendments included on the attached JPA are identified on page 1 and include updated language regarding such things as billing, Title VI, DBE, annual schedules. At this time, there is nothing that is unique to the LHMPO, but instead standard modifications shared by all MPOs in Arizona.

Staff is requesting the Board approve and Chairman to sign the JPA Amendment One with ADOT.

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**ACTION OPTION:**

Motion to approve the JPA #GRT-17-0006569-T Amendment One and authorize the Chairman, or in his absence the Vice Chairman, to sign

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**RECOMMENDATION:**

Motion to approve the JPA #GRT-17-0006569-T Amendment One and authorize the Chairman, or in his absence the Vice Chairman, to sign

CAR Agreement Number	GRT-17-0006569-T Amendment One
AG Contract Number	P0012017003536
AFIS Major Program Number	PLH19
Program/Phase Number	Refer to WP Award Letter(s)
AFIS Vendor Number	PZ000038747
Dun & Bradstreet (DUNS) Number	079327291
Description	Planning Organization Agreement for Work Program Implementation
AFIS GAE Number	Refer to WP Award Letter(s)

**JOINT PROJECT AGREEMENT  
BETWEEN**

**THE STATE OF ARIZONA  
AND**

**THE LAKE HAVASU METROPOLITAN PLANNING ORGANIZATION**

THIS AGREEMENT Amendment One, established pursuant to Arizona Revised Statutes (A.R.S.), § 28-101, § 28-334, § 28-367et seq., is entered into \_\_\_\_\_, between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION, herein referred to as ADOT and authorized to enter into this Agreement under A.R.S. § 28-401; and the LAKE HAVASU METROPOLITAN PLANNING ORGANIZATION (LHMPO) herein referred to as the MPO or SUBRECIPIENT. ADOT and the MPO are collectively referred to as the "Parties", and individually as ADOT, MPO, and "Party".

**RECITALS**

- 1) To ensure a continuing, cooperative, and comprehensive transportation planning process that involves cooperation/coordination between the MPO and ADOT through the sharing of information.

**The Original agreement is being amended.**

**The parties agree to amend the above-referenced Agreement and to the following modifications, replacements, and additions:**

Recital 4 is modified.
The Responsibility Matrix for Timed Events is modified.
Section 7.0 Requisitions and Payments, Item (e), Paragraph 1 is modified.
Section 11.0 Title VI of the Civil Rights Act of 1964 is replaced.
Section 12.0 Disadvantaged Business Enterprises (DBE) is replaced.
Section 31.0 Miscellaneous Provisions, Item 1 is modified.
EXHIBIT A: Billing Summary / Reimbursement Request is replaced.
EXHIBIT A: Project Summary is replaced.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

**Recital 4 is modified:**

- 4) ADOT is a State Transportation Agency pursuant to Title 23, Section 134 of the United States Code (23 U.S.C. 134) and Title 23, Section 450 of the Code of Federal Regulation (23 CFR 450). ADOT is the direct recipient of federal apportioned and grant funds from Federal Highway Administration (FHWA) funds including but not limited to: State Planning and Research (SPR) funds, Metropolitan Planning Funds (PL), Surface Transportation Block Grant (STBG) funds; and from Federal Transit Administration (FTA) funds including but not limited to: apportioned funds per United States Code (49 U.S.C. 5303), 5310 Program funds, 5311 Program funds; and other federal and state funds over which ADOT has fiduciary responsibility. ADOT provides all or part of those funds to SUB-RECIPIENTS for the purpose of performing the Work Program, purposes identified in the Scope of this Agreement, and/or as identified for other specific projects. The Catalog of Federal Domestic Assistance (CFDA) numbers are provided below for funds commonly awarded to ADOT as a direct recipient and for which ADOT often passes on all or part of those funds to SUB-RECIPIENTS; this list is not all-inclusive and does not limit use of other funds under this Agreement.

Catalog of Federal Domestic Assistance (CFDA)			
CFDA Number	Agency	Grant Program	Title
20.205	FHWA	all	Highway Planning and Construction
20.505	FTA	5304/5305	Metropolitan Transportation Planning
20.513	FTA	5310	Capital Assistance Program for Elderly Persons and Persons with Disabilities
20.509	FTA	5311	Formula Grants for Other Than Urbanized Areas

**RESPONSIBILITY MATRIX for TIMED EVENTS is modified:**

RESPONSIBILITY MATRIX FOR TIMED EVENTS				
<p><b>This text is added:</b></p> <p>This table is provided to summarize those compliance items within the scope and/or terms and conditions in this Agreement that contains deadlines, due dates, or required-by dates; and is intended as a quick reference reminder only. In the event that a deadline, due date, or required-by date is not found within this table, the scope and/or terms and conditions in this Agreement take precedence.</p>				
<b>These items are removed:</b>				
Due Date	SUBRECIPIENT	ADOT	TASK	REFERENCE
8/15		X	ADOT MPD Finance Project Close Out	Section 7.0 (e)

9/10		X	ADOT Finance Project Close Out	Section 7.0 (e)
45 Days After Project Close	X		Submit FINAL Invoice	Section 7.0 (e)
<b>These items are added:</b>				
<b>Due Date</b>	<b>SUBRECIPIENT</b>	<b>ADOT</b>	<b>TASK</b>	<b>REFERENCE</b>
4/01	X		Complete LPA DBE System Reporting	Section 12.21
7/30	X		Submit Final Reimbursement Request (Invoice)	Section 7.0 (e)
10/01	X		Complete LPA DBE System Reporting	Section 12.21
7 Days	X		Confirm good faith by contractors or determine action required for LPA DBE system discrepancies	Section 12.10
7 Days	X		Notify the contractor within 7 days of receiving notice from ADOT BECO that a participating DBE is not meeting a Commercially Useful Function	Section 12.16
15 Days	X		Within 15 calendar days after Notice of Procurement Award, enter federally-funded contracts in the LPA DBE System.	Section 12.11
15 Days	X		Report payments to prime contractors in the LPA DBE System no later than 15 days after the end of each month	Section 12.12
30 Days	X		DBE Certification of Final Payment Forms submitted within 30 days of subcontractor work completion	Section 12.20
Last Day of Each Month	X		Monitor and enforce that contractors enter and report subcontractor payments in the LPA DBE System	Section 12.14

## Section 7.0 Requisitions and Payments

(e) Billing Limitation and WP Closeout Paragraph 1 is modified to read:

The SUBRECIPIENT shall submit to the ADOT MPD Finance & Administration invoices and documents necessary for the close out of the project. Final invoices are due to ADOT no later than July 30<sup>th</sup>, which is 30 days after the end of the State Fiscal Year. If a



SUBRECIPIENT anticipates that it will not have its final invoices submitted to ADOT by the July 30<sup>th</sup> deadline, the SUBRECIPIENT shall notify ADOT in writing, subject to ADOT MPD Finance approval. ADOT will accept no further billings and will not reimburse for work accomplished on the task or subtask as defined in the WP after the July 30<sup>th</sup> unless a time extension has been requested by the SUBRECIPIENT and approved by ADOT MPD Finance.

**Section 11.0 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 is replaced to read:**

The SUBRECIPIENT HEREBY AGREES THAT as a condition to receiving any Federal financial assistance provided by the U.S. Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, as amended, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), the Civil Rights Restoration Act of 1987 (Public Law 100.259) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the U.S. Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Transit Administration (FTA), Federal Highway Administration (FHWA) and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations. The SURECIPIENT shall also incorporate and comply with the terms and conditions established in Appendix A.

**Title VI/Non-Discrimination Assurances:** This Agreement is subject to the provisions of Title VI of the Civil Rights Act and the SUBRECIPIENT is herein notified of such. Additionally, the SUBRECIPIENT shall include the following information in each of its agreements/contracts associated with the WP.

*The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *Federal Highway Administration*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway*



*Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority

populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et seq).

**Section 12.0 Disadvantaged Business Enterprises (DBE) is replaced to read:**

The SUBRECIPIENT receiving DOT-assisted transportation funds through ADOT must adopt and implement ADOT's DBE Program Plan, ADOT's DBE policy, DBE contract specifications and forms as a condition of receiving federal funds. ADOT Subrecipients/Subgrantees of federal funds must comply with ADOT DBE Plan and may not have a plan independent from ADOT.

The ADOT DBE Program Plan and LPA/SUBRECIPIENT DBE Guidelines are located online at <http://www.azdot.gov/business/business-engagement-and-compliance> and are herein incorporated by reference.

**Non-Discrimination**

The SUBRECIPIENT will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, national origin, age, or disability.

In compliance with the ADOT DBE Program Plan, the SUBRECIPIENT/SUBGRANTEE shall not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program. The SUBRECIPIENT will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, national origin, age, or disability.

The SUBRECIPIENT shall take all necessary actions required under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

By executing this Agreement, the SUBRECIPIENT, agrees to perform the following minimum DBE Program Compliance Required Activities:

FHWA Funded Projects	FTA Funded Projects	Item Number	DBE Program Compliance Required Activities
✓	✓	1	Designate a Disadvantaged Business Enterprise Liaison Officer (DBELO), responsible for adopting and implementing ADOT's DBE Program Plan; acting as the single point of contact for DBE compliance.
✓	✓	2	Adhere to the ADOT DBE Program Plan and concomitant procedures.
✓	✓	3	Follow ADOT's guidelines and procedures, and use the forms developed by ADOT to implement its DBE program.
✓	✓	4	Participate in training conducted by ADOT related to DBE requirements and program regulations
✓	✓	5	Require firms that work on DOT-assisted contracts to register in AZ UTRACS.
✓	✓	6	Encourage small firms to register as an SBC (Small Business Concern) via the AZ UTRACS web portal.
✓	✓	7	Utilize certified DBEs found in the AZ UTRACS web portal.
✓	✓	8	Include the DBE contract goal as provided by ADOT BECO for FHWA-funded (and Race-Neutral Agency Voluntary Participation Goal for FTA-funded) contract bid advertisement, bid package, statement of qualification, request for proposal or other solicitation documents.
✓	✓	9	Include applicable DBE contract specifications as provided by ADOT in all DOT-assisted contract bid advertisements, bid packages, statements of qualification, requests for proposal or other solicitation documents.
✓	✓	10	The SUBRECIPIENT shall confirm good faith by the contractor or determine any action required in response to the contractor submission of a verifiable explanation of the discrepancy in the DBE System as early as practicable but in no case later than seven days after reviewing relevant documentation.
✓	✓	11	No later than 15 calendar days after Notice of Procurement Award to a Vendor/Contractor, the SUBRECIPIENT shall enter the name, contact information, and subcontract amounts for all Contracts with federal funding participation associated with this Grant Agreement.
✓	✓	12	No later than 15 days after the end of each month, report payments to prime contractors within the ADOT Local Public Agencies DBE

FHWA Funded Projects	FTA Funded Projects	Item Number	DBE Program Compliance Required Activities
			Reporting System located at <a href="http://www.arizonalpa.dbesystem.com">www.arizonalpa.dbesystem.com</a> .
✓	✓	13	Submit contract data in support of monthly, semi-annual and annual federal reporting submission made by ADOT. Subrecipients/Subgrantees, Certification Acceptance Agencies and LPAs are required to use the ADOT Local Public Agencies DBE System, via <a href="http://www.arizonalpa.dbesystem.com">www.arizonalpa.dbesystem.com</a>
✓	✓	14	Monitor and enforce that contractors enter and report subcontractor payments by the last day of each month in the LPA DBE System and that Prompt Payment of DBEs and other subcontractors are monitored and enforced. Monitoring is accomplished through the LPA audit process and its notifications.
✓	✓	15	Monitor and ensure Contractor compliance with DBE policies and regulations, including with the ADOTs concurrence, deems appropriate, which may include, but is not limited to: <ul style="list-style-type: none"> <li>- Withholding payments;</li> <li>- Assessing sanctions;</li> <li>- Liquidated damages; and/or</li> <li>- Disqualifying the contractor from future bidding on the grounds of being non-responsible.</li> </ul>
✓	✓	16	ADOT may conduct project site visits to ensure all DBEs are meeting a Commercially Useful Function (CUF) on each DOT-assisted contract. Any DBE determined to not be performing a commercially useful function will be notified by the SUBRECIPIENT within seven calendar days of the decision. In the event that the DBE appeals the decision to ADOT's Business Engagement and Compliance Office, the decision remains in effect unless and until ADOT BECO reverses or modifies Grantee decision. ADOT BECO will promptly consider any appeals and notify the contractor of the ADOT BECO findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.
✓	✓	17	Implement monitoring and enforcement mechanisms to enforce the terms of the contract, including application of applicable sanctions, as needed, for payment reporting, prompt payment, DBE termination/substitution and not meeting the DBE contract goal.
✓	✓	18	Follow DBE contract specification to notify ADOT BECO and ADOT PM in writing to secure ADOT BECO's approval prior to any termination, substitution, or reduction of work of a committed DBE firm used to meet the contract goal.



FHWA Funded Projects	FTA Funded Projects	Item Number	DBE Program Compliance Required Activities
✓	✓	19	Monitor DBE utilization on projects and notifying ADOT BECO as soon as SUBRECIPIENT is aware of a potential issue that may affect DBE commitments made at award.
✓	✓	20	Ensure that all DBE Certification of Final Payment Forms are submitted by contractors within 30 days of subcontractor completing the work and submit a copy to ADOT BECO.
✓	✓	21	Ensure timely contract closeout by ensuring all subcontractor payments are reported in the DBE System, closeout contracts in the LPA DBE reporting system, and complete all mandatory reporting requirements in the LPA DBE system by April 1st and October 1st of each year.
✓	✓	22	Part of the proposal submission during a formal procurement (RFP, IFB, etc.), the SUBRECIPIENT must incorporate receipt of a bidder's list into the responsiveness / susceptible for award determination. FAILURE TO SUBMIT THE REQUIRED BIDDERS/PROPOSERS LIST TO THE GRANTEE PROCUREMENT OFFICE BY THE STATED TIME AND IN THE MANNER HEREIN SPECIFIED SHALL BE CAUSE FOR THE BIDDER BEING DEEMED INELIGIBLE FOR AWARD OF THE CONTRACT.
✓	✓	23	Cooperate with ADOT or DOT audits and site visits for DBE regulation and contract compliance; providing access to procedures; project files; and enabling onsite interviews with contracting, financial, DBE compliance, and project staff.
✓	✓	24	Each contract you sign with a contractor or consultant and each subcontract a prime signs with a subcontractor must include the following assurance:
✓	✓	24.a	<p><i>A vendor/contractor/consultant/subcontractor/subconsultant (herein after referred to as "contractor") 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 USDOT-assisted contracts. Failure by the contractor to carry out these requirements represents a material breach of this contract, which may result in the termination of this contract or such other remedy as the Grantee, with the Department's concurrence, deems appropriate, which may include, but is not limited to:</i></p> <ul style="list-style-type: none"> <li>· <i>Withholding payments;</i></li> <li>· <i>Assessing sanctions;</i></li> <li>· <i>Liquidated damages; and/or</i></li> <li>· <i>Disqualifying the contractor from future bidding on the grounds</i></li> </ul>

FHWA Funded Projects	FTA Funded Projects	Item Number	DBE Program Compliance Required Activities
			<i>of being non-responsible.</i>
✓	✓	24.b	<i>Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.</i>
✓	✓	24.c	<i>Each contractor shall designate a full time employee who shall be responsible for the administration of the contractor's DBE program.</i>
✓	✓	24.d	<i>Each contractor shall prohibit agreements in which a DBE promises not to provide subcontracting quotations to other bidders.</i>
✓	✓	24.e	<i>Subcontract Payment Reporting in the DBE system:</i>
✓	✓	24.e.1	<i>The Arizona Department of Transportation (the Department) is required to collect data on DBE and non-DBE participation, including lower tier subcontracts, to report to FTA on Federal-aid projects. The contractor is notified that such record keeping is required by the Department for tracking DBE participation on both race neutral and race conscious projects (i.e. projects with and without DBE goals).</i>
✓	✓	24.e.2	<i>The contractor shall respond to Subrecipient payment audits reported each month electronically through the Department's web-based payment tracking system (<a href="https://adot.dbesystem.com">https://adot.dbesystem.com</a>), reporting its payments to all DBEs and non-DBE subcontractors working on the project. In addition, the contractor shall require that all DBE and non-DBE subcontractors, shall also respond to its audits and report lower-tier subcontractor payments in the same manner.</i>
✓	✓	24.e.3	<i>If, by the DBE system audit deadline, the contractor has not submitted the required report for work performed during the preceding month, or the submitted report failed to include all amounts earned by and paid to all DBEs and non-DBEs, including all lower-tier DBE and non-DBE subcontractors, the Project Manager will work with the ADOT MPD Program Manager to determine if sanctions should be assessed. These liquidated damages shall be in addition to all other reductions or liquidated damages provided for elsewhere in the contract.</i>
✓	✓	24.f	<i>The contractor shall include these provisions in all of its subcontracts, and ensure that its subcontractors include these provisions in any lower-tier subcontracts.</i>
	✓	24.g	<i>Any language provided in this Agreement DBE Section supersedes language provided by ProcurementPro for FTA-funded contracting requirements.</i>



FHWA Funded Projects	FTA Funded Projects	Item Number	DBE Program Compliance Required Activities
✓		25	Submit all FHWA DOT-assisted contracts to ADOT to be assessed for a DBE goal.
✓		26	Notify the ADOT PM and ADOT Business Engagement and Compliance Office (BECO) in writing immediately following DOT-assisted project a) bid opening of architect & engineering, design, or construction low bidder or b) selected professional services when the contractor and/or consultant indicates on the DBE Assurance Form that the DBE contract goal cannot be met.
✓		27	Submit all Good Faith Effort documentation to ADOT BECO for review and concurrence prior to awarding of DOT-assisted contracts.
✓		28	Collect DBE Affidavits (FHWA-funded contracts only), bidder/proposer list confirmation email and all other ADOT required forms and submit to ADOT BECO in accordance with the applicable FHWA Compliance Checklist MPOs and COGs available at website <a href="http://www.azdot.gov/bec">www.azdot.gov/bec</a> :
✓		29	Ensure the receipt of Bid Verification Notice from ADOT BECO prior to contract award.
✓		30	Prior to final payment on any Project with a designated DBE goal, the SUBRECIPIENT shall determine whether the consultant met the designated DBE goal. Where the goal was not met, the SUBRECIPIENT must forward the written determination document and a copy of the final invoice to the ADOT MPD Liaison/Project Manager, who will work with the BECO compliance office to determine if a sanction is required. In the event a sanction is required, the SUBRECIPIENT will reduce the final payment on the Project by the fee, copying the vendor with the sanction notice provided by ADOT.

**Section 31.0 MISCELLANEOUS PROVISIONS is modified to read:**

- 1) The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and the Parties are authorized by law to engage in the cooperative action set forth herein.

This Agreement shall become effective July 1, 2018 upon its execution by all Parties hereto and shall remain in force and effect through June 30 of the following calendar year unless terminated, cancelled or extended as otherwise provided herein. By mutual written amendment, this Agreement may be extended for supplemental periods of up to a

maximum of twelve (12) months. The Department reserves the right to unilaterally extend the period for thirty-one (31) days beyond the stated expiration date without obtaining acknowledgement or signature from the SUBRECIPIENT and the SUBRECIPIENT shall be bound by any such extensions

#### EXHIBIT A: Billing Summary / Reimbursement Request is replaced to read:

The format provided herein is in effect for the duration of this Agreement unless and until ADOT issues a thirty (30) day written notice of change. An amendment to this Agreement is not required for changes to this format.

Arizona Department of Transportation Multimodal Planning Division Billing Summary / Reimbursement Request															
Subrecipient or Vendor? (Select from List)		Subrecipient		ADOT PM Name		NPD Tracking Number (Use Format: APOG000000-000000-000000-000000-000000) (or - last 2 digits of the State Fiscal Year (July 1 - June 30))		Contract Number (Only Use for Executed JPA, GRT, ISA, or BAA)		AFIS GAE Number					
Agency Name		Agency PM Name / Email (Noddy @ Unsubscribed / Unsubscribed / Post)		Invoice Status (Select from List)		Invoice Date		Subrecipients Leave Blank		Federal Funding Agency (Select from List)					
Invoice Number		Subrecipient Comment (Optional)		Billing Period		Funding Program (Select from List)		Funding Program (Select from List)		Entry required in Fields 62 and 63					
Month Payment to (Select from List)		Entry required in Field 63		Subrecipients Leave Blank											
SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED															
Agency Identifier or Reference	GAE Line No	Program / Phase	Race Conscious DBE Goal %	Project Description	Original Federal Award	Approved Changes to Federal Award	Total Awarded Federal Budget	\$ (Net Amount) Involved Previously	Balance (Total Budget - Previously Involved)	Billing for This Invoice Prior to Reductions	Other Reductions i.e. Term, SIDS setback, etc.	Match % to Apply	Match % Applied to this Line	Net Amount Due for This Invoice	Balance After This Invoice
								\$ -	\$ -				\$ -	\$ -	\$ -
								\$ -	\$ -				\$ -	\$ -	\$ -
								\$ -	\$ -				\$ -	\$ -	\$ -
								\$ -	\$ -				\$ -	\$ -	\$ -
Click Button to Insert Line													\$ -	\$ -	\$ -
					TOTAL	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
This section is only applicable to the FINAL reimbursement request submission - Please leave blank.															
The fields completed on this page indicate this is the Final Invoice Reimbursement Request and that there was NO Race Conscious Goal On this Project.															
Please Leave Blank		Please Leave Blank		Please Leave Blank		Please Leave Blank		Please Leave Blank		Please Leave Blank		Please Leave Blank		Please Leave Blank	
Please Leave Blank		Please Leave Blank		Please Leave Blank		Please Leave Blank		Please Leave Blank		Please Leave Blank		Please Leave Blank		Please Leave Blank	
<small>Submitter Certification required pursuant to 2 CFR 200.415. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the information, disclosures and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 8720-8730 and MOI 3812).</small>															
I Confirm No Race Conscious DBE Goal was Assessed for the Project(s) and No AZ DBE Firms Participated.															
Submitter - Authorized Signatory		I certify that my typed signature is a legally binding signature.		Date Signed		Optional - 2nd Authorized Signatory		I certify that my typed signature is a legally binding signature.		Date Signed					
Please Leave Blank		Please Leave Blank		Please Leave Blank		Please Leave Blank		Please Leave Blank		Please Leave Blank		Please Leave Blank			
ADOT PROGRAM/PROJECT MANAGER REVIEW															
The ADOT Project Manager is required to review for each of these items. By approving this invoice, you certify these requirements are met.		Travel charges are in accordance with State/ADOT Policy		Progress toward Scope aligns with Awarded Requirements		Invitation aligns with Progress and Awarded Budget / Pricing		Support Documents align to Invoice and adequately support costs		Confirmed. BRCO required DBE Forms are attached.		Status		Reason for Rejection	
												Approved		Rejected	
												ADOT PM Signature Required			
FMS PROCESSING															
Status		Warrent / Check / ACH Payment No and Date		Date		A/P or C/A Processed By		Color Key		Pink with Red Text - Entry/Correction Required					
								White label - Read and Proceed to ADOT Reimbursement							
								White Field - Entry in Field Permitted							
								Pink Orange - Form Calculated Field							
								Teal - Vendor/Customer Generated							
								Grey - Disregard Field							

#### EXHIBIT A: Project Summary is replaced to read:

Example of the Project Summary required to accompany the Narrative Progress Report. This report is designed to indicate each work element/project in the Work Program, and all of its funding sources for the entirety of the project. The column descriptions of "PL", "SPR", "STBG", "HSIP", "CMAQ" are descriptive only and should be replaced with the relevant funding sources for the projects. This report is intended to demonstrate the

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

STATE OF ARIZONA  
Department of Transportation

**Gregory Byres, Division Director**  
**Multimodal Planning Division**

Date \_\_\_\_\_

APPROVAL OF THE LAKE HAVASU METROPOLITAN PLANNING ORGANIZATION

I have reviewed the above referenced Agreement, BETWEEN the ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION and the LAKE HAVASU METROPOLITAN PLANNING ORGANIZATION, and declare this agreement to be in proper form and within the powers and authority granted to the LAKE HAVASU METROPOLITAN PLANNING ORGANIZATION under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED \_\_\_\_\_

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Attorney for the LAKE HAVASU METROPOLITAN PLANNING ORGANIZATION

**PAGE RESERVED FOR ATTORNEY GENERAL DETERMINATION**

The Attorney General (AG) determination page will be inserted in this Agreement through the electronic DocuSign process as an attachment. When the full document is downloaded, the page will print as the final page of the document and shall be considered to replace this page.





**MARK BRNOVICH**  
**ATTORNEY GENERAL**

**OFFICE OF THE ARIZONA ATTORNEY GENERAL**  
**STATE GOVERNMENT DIVISION /**  
**TRANSPORTATION SECTION**

**DAWN NORTHUP**  
**DIVISION CHIEF COUNSEL**  
**SUSAN E. DAVIS**  
**ASSISTANT ATTORNEY GENERAL**  
**DIRECT LINE: 602-542-8855**  
**E-MAIL: SUSAN.DAVIS@AZAG.GOV**


**JOINT PROJECT AGREEMENT**  
**DETERMINATION**

A.G. Contract No. P0012017003536 (ADOT GRT-17-0006569-T), an Agreement between public agencies, the State of Arizona and the Lake Havasu Metropolitan Planning Organization, has been reviewed pursuant to A.R.S. §§ 28-101, 28-334, 28-367 et seq., and 28-401, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

**DATED: March 22, 2018**

**MARK BRNOVICH**  
**Attorney General**

  
**SUSAN E. DAVIS**  
**Assistant Attorney General**  
**Transportation Section**

SED/sp/12784