

**WE ARE A DRUG  
FREE WORKPLACE**

Gilbert Contracting, Inc.  
12628 CR 4  
Brighton, CO 80603  
720-685-0684 Phone

**g.c.i.**

**APPLICATION FOR EMPLOYMENT**

As an EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER, we do not discriminate against applicants or employees because of their race, color, religion, sex, national origin, age, disability or genetics, or any other basis prohibited by Federal, State, or Local laws.

**PERSONAL INFORMATION**

NAME (First, MI, Last) \_\_\_\_\_ DATE \_\_\_\_\_  
CURRENT ADDRESS \_\_\_\_\_ CITY/ST/ZIP \_\_\_\_\_  
HOME NUMBER \_\_\_\_\_ CELL NUMBER \_\_\_\_\_  
POSITION APPLYING FOR \_\_\_\_\_ SALARY EXPECTED \_\_\_\_\_  
TYPE OF POSITION DESIRED [ ] FULL TIME [ ] PART TIME [ ] SUMMER [ ] TEMPORARY [ ] OTHER

**3 YEARS PREVIOUS RESIDENCE §391.21(b)(3)**

ADDRESS	CITY	STATE	ZIP	YEARS RESIDENCE

**SKILLS / EXPERIENCE §391.21(b)(6)**

EQUIPMENT OPERATED				
CERTIFICATES				
TYPE OF VEHICLE				
ADDITIONAL SKILLS/TRAINING				

**EDUCATION**

SCHOOL NAME	LOCATION	YEARS ATTENDED	DEGREE RECEIVED	MAJOR

**ADDITIONAL INFORMATION**

HAVE YOU EVER BEEN CONVICTED OF A FELONY? [ ] YES [ ] NO  
IF YES, PLEASE EXPLAIN (WHERE) (WHEN) (CHARGE) (SENTENCE)

IF SELECTED FOR EMPLOYMENT ARE YOU WILLING TO SUBMIT TO A PRE-EMPLOYMENT DRUG SCREENING TEST? [ ] YES [ ] NO

HAVE YOU EVER WORKED FOR GILBERT CONTRACTING, INC? [ ] YES [ ] NO  
IF SO, WHAT DATES? \_\_\_\_\_

ARE YOU CAPABLE OF PERFORMING THE ESSENTIAL FUNCTIONS OF THE JOB FOR WHICH YOU ARE APPLYING WITH OR WITHOUT REASONABLE ACCOMMODATION? [ ] YES [ ] NO

**CERTIFICATE OF VIOLATIONS - CDL / CMV APPLICANTS ONLY**

LIST ALL MOTOR VEHICLE ACCIDENTS IN WHICH THE APPLICANT WAS INVOLVED IN DURING THE **3 YEARS** (36 MONTHS) PRECEDING THE DATE THE APPLICATION IS SUBMITTED. §391.21(b)(7).

IF **NO** ACCIDENT FOR THE PREVIOUS 36 MONTHS, CHECK HERE [ ]

DATE	NATURE OF EACH ACCIDENT	FATALITIES / PERSONAL INJURIES
_____	_____	_____
_____	_____	_____

SOCIAL SECURITY NUMBER §391.21(b)(2) \_\_\_\_\_

DATE OF BIRTH §391.21(b)(2) \_\_\_\_\_

PROVIDE A STATEMENT IN DETAIL, OF THE FACTS AND CIRCUMSTANCES OF ANY DENIAL, REVOCATION, OR SUSPENSION OF ANY LICENSE, PERMIT, OR PRIVILEGE TO OPERATE A MOTOR VEHICLE. WRITE N/A IF NOT APPLICABLE. §391.21(9)

I CERTIFY THAT THE ABOVE IS A TRUE AND COMPLETE LIST OF ALL VIOLATIONS PER C.F.R. §391.21(b)(7) FOR WHICH I HAVE BEEN CONVICTED OF DURING THE PAST 36 MONTHS (3 YEARS).

CDL / CMV APPLICANT SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**LIST ALL UNEXPIRED DRIVERS LICENSE § 391.21(5)**

Issuing State	Number	Expiration Date

**LIST ALL VIOLATIONS (OTHER THAN PARKING) OF WHICH YOU WERE CONVICTED OR FORFEITED BOND OR COLLATERAL DURING THE 3 YEARS PREDDING THE DATE OF THE APPLICATION §391.21(8)**

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# GILBERT CONTRACTING, INC. WILL OBTAIN A CONSUMER REPORT

## EXPLANATION & DISCLOSURE OF INTENT

**GILBERT CONTRACTING, INC.** utilizes a Consumer Reporting Agency (CRA) to conduct public records searches for information such as criminal history. Such information is considered a Consumer Report under the Fair Credit Reporting Act. The Cole Group, the CRA, will assist you in procurement of this job opportunity by providing to **GILBERT CONTRACTING, INC.** verification of your background.

To accomplish this, you need to authorize and request that The Cole Group release all information in its files and to contact any or all of the following information sources: courts, law enforcement agencies, correctional facilities, jails, Motor Vehicle Records (permitted by 18 US Code 2721 (b)(6)(9)(13)(14)), and all other government public record repositories.

## AUTHORIZATION, CONSENT & REQUEST

By signing below, you are consenting to the following:

I CONSENT to and REQUEST that The Cole Group create a Consumer Report and make inquiries necessary to verify the information I have provided on my resume, application, and during interviews by and for **GILBERT CONTRACTING, INC.** I understand and agree that The Cole Group and **GILBERT CONTRACTING, INC.** have a PERMISSIBLE PURPOSE and may now, or at any time in the future if I obtain this job, make inquiries concerning my criminal history and other public records information maintained by law enforcement and government records repositories. I further request that the results of these inquiries be communicated to **GILBERT CONTRACTING, INC.** and understand that the information will be utilized to evaluate me for possible current or future employment, promotion or reassignment. I understand such information will not be utilized to violate state or federal equal opportunity law.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
date

## NOTICE & RIGHTS

NOTICE: You may write to The Cole Group at 5151 Katy Freeway, Suite 204 Houston, TX 77007 and request the nature and substance of any information obtained from these sources. Please include a stamped and self-addressed envelope to insure proper and accurate return of information.

By signing below you ACKNOWLEDGE your understanding of these disclosures, that you may contact The Cole Group, and that you have been provided a copy of your rights under the Fair Credit Reporting Act:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
date

## A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to <http://www.consumerfinance.gov/learnmore/> or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are a victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See <http://www.consumerfinance.gov/learnmore/> for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See <http://www.consumerfinance.gov/learnmore/> for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A credit reporting agency may provide information about you only to people with a valid need - usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to <http://www.consumerfinance.gov/learnmore/>.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity Theft victims and active duty military personnel have additional rights.** For more information, visit <http://www.consumerfinance.gov/learnmore/>.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For more information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.</p> <p>b. Such affiliations that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552</p> <p>b. Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks.</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations.</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement &amp; Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590</p>
<p>4. Creditors Subject to Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423</p>
<p>5. Creditors Subject to Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Lank Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center-FCRA Washington, DC 20580 (877) 382-4357</p>

# GILBERT CONTRACTING, INC.

## PURPOSE OF THE COLE GROUP

The Cole Group will assist you in procurement of this job opportunity by providing to **GILBERT CONTRACTING, INC.** verification of your background, job skills, work history, experience, and dependability.

## CONSENTS & REQUESTS

I consent to and request that The Cole Group make inquiries necessary to verify the information I have provided on my resume, application, and during interviews by and for **GILBERT CONTRACTING, INC.**. I understand and agree that The Cole Group may now, or at any time in the future if I obtain this job, make inquiries concerning my past employment history (to include pay, attendance, dates of employment, and reasons for leaving); education; financial responsibility; driving records including Motor Vehicle Records (permitted by 18 US Code 2721 (b)(6)(9)(13)(14)), and criminal history. I further request that the results of these inquiries be communicated to **GILBERT CONTRACTING, INC.** and understand that the information will be utilized to evaluate me for possible current or future employment, promotion or reassignment. I understand that The Cole Group does not inquire into or disseminate information related to a job applicant's physical and mental medical condition and medical history, impairments, diagnoses, family medical history, injuries, workers' compensation claims, civil rights, and personal injury lawsuits.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
date

## RELEASE OF LIABILITY

I understand that the sole purpose of The Cole Group is to assist me in demonstrating my suitability for and procuring employment at **GILBERT CONTRACTING, INC.**. To accomplish this, I authorize and request that The Cole Group release all information in its files and contact any or all of the following information sources: former employers, courts, law enforcement agencies, correctional facilities, jails, and all other government record repositories. I agree that any inaccurate information provided about me shall not be the fault of The Cole Group or **GILBERT CONTRACTING, INC.**, and that sole responsibility shall be attributed to the source of that information. Accordingly, I hereby release from liability and hold harmless The Cole Group, **GILBERT CONTRACTING, INC.**, any contributing firm, individual, government agency or repository, and all of their officers, employees, and agents, from any and all claims, actions or liability whatsoever which is in any way related to this or subsequent inquiries of my personal history. NOTICE: You may write to The Cole Group at 5151 Katy Freeway, Suite 204 Houston, TX 77007 and request the nature and substance of any information obtained from these sources. Please include a stamped and self-addressed envelope. You have been provided a summary of your rights under the Fair Credit Reporting Act:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
date

## AUTHORIZATION FOR EMPLOYERS TO PROVIDE INFORMATION

I hereby request the full disclosure of all information concerning my employment at your company, to include DATES OF EMPLOYMENT, my job title/position, pay, and REASON FOR LEAVING. I release and hold harmless all former employers from any damages, claims, causes of action and liability in reference to furnishing and verifying such information.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
date

## **APPLICANT ARBITRATION AGREEMENT WITH THE COLE GROUP**

From time to time, a dispute or disagreement may arise out of your application for employment, including the use of a check or investigation of your background (known as a Consumer Report). **GILBERT CONTRACTING, INC.** (“Company”) has retained The Cole Group to conduct the investigation and has provided and agreed to provide you all disclosures required by the federal Fair Credit Reporting Act and applicable state law.

In any instance of a dispute related to any aspect of The Cole Group's check or investigation of your background, education, employment history, credit history, criminal history, references, and other matters that may be disclosed or discovered (“background check”), you and The Cole Group agree that if the dispute is not resolved as per the Fair Credit Reporting Act, any and all such disputes or disagreement shall be resolved exclusively through arbitration. This includes, but is not limited to, any disputes, disagreements, or causes of action arising out of or related to the federal Fair Credit Reporting Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, any state or local civil rights or credit reporting law, and all other federal or state legislation or administrative regulations currently in effect or subsequently enacted which affects check or investigation of your background in conjunction with any application or candidacy for employment.

This arbitration will be conducted in accordance with the Employment Arbitration Rules of the American Arbitration Association (“AAA”), a copy of which Rules can be found on the website address here: [https://www.adr.org/aaa/ShowProperty?nodeId=/UCM/ADRSTG\\_004362](https://www.adr.org/aaa/ShowProperty?nodeId=/UCM/ADRSTG_004362) or can be provided to you by request from The Cole Group. The arbitrator, who will be selected by mutual agreement of you and The Cole Group, shall permit adequate discovery and is empowered to award all remedies otherwise available in a court of competent jurisdiction. At the hearing, you and The Cole Group will have the right to present witnesses who will provide testimony under oath and to show admissible documents or other evidence supporting your and its position in the dispute.

The arbitrator will decide all aspects of the dispute, both procedure and substance, based on the law. Any judgment rendered by the arbitrator may be entered and enforced by any court of competent jurisdiction. The arbitrator shall issue an award in writing and state the essential findings and conclusions on which the award is based. The decision of the arbitration will be final and binding, and may only be appealed in accordance with and subject to the limited standards set forth in the Federal Arbitration Act. The Cole Group shall pay all AAA fees and arbitrator costs and you will be responsible only for those costs that you would otherwise incur or elect to incur in a court of law.

To the fullest extent permitted by applicable law, by signing this Arbitration Agreement, you and The Cole Group both waive the right to have any disputes or claims tried in court before a judge or jury. The mutual promise by The Cole Group, and you to arbitrate any and all disputes between them concerning the background check, rather than litigate them before the courts or other bodies, provides the consideration for this agreement to arbitrate.

You agree to waive the right to file or participate in a class action as a class representative or as a putative class member, but that you will make any claim you bring in arbitration on an individual basis and the arbitrator will hear and decide the dispute on that basis. You agree that you and The Cole Group will make every effort to have your dispute decided within six (6) months of the date that you and The Cole Group select an arbitrator. You further agree that you and The Cole Group will each have one day to present your dispute at a hearing conducted by the arbitrator, but that either you or The Cole Group can ask the arbitrator to extend the amount of time for your/its presentation and that the request shall not be denied.



**Accordingly, by signing this agreement, you and The Cole Group agree that each may bring claims against the other only in its/your individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding.** Further, unless both you and the The Cole Group agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Nothing in this Arbitration Agreement shall preclude either you or The Cole Group from seeking injunctive relief in a court of law to protect, for instance, your right to engage in future employment or The Cole Group's right to protect proprietary, confidential or trade secret information.

If a court of competent jurisdiction or arbitrator determines that the scope and/or operation of this agreement is too broad to be enforced as written, The Cole Group and you intend that the court or arbitrator should reform such provision to such narrower scope and/or operation as it determines to be enforceable. If, however, any term or provision in this agreement is held to be illegal, invalid, or unenforceable under present or future law, and not subject to reformation, then, unless as otherwise stated herein, (i) such provision shall be fully severable, (ii) this agreement and the agreements contained within it shall be construed and enforced as if such provision was never a part of this offer agreement, and (iii) the remaining provisions of this agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance.

You understand that no supervisor, manager, co-worker, or representative of The Cole Group, other than the President, Vice President or CFO has any authority to enter into any agreement contrary to the foregoing, and that any such agreement must be in writing.

I agree to comply and abide by the terms of this Arbitration Agreement.

Date: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

  
\_\_\_\_\_

On Behalf of The Cole Group



## EMPLOYMENT HISTORY

All applicants along with all CDL, CMV driver applicants, must provide prior to employment, **10 years** of work history, §391.21(b)(11) §383.35(a-e). If you were not operating a CMV, **Do not leave any blank dates**. Example - explain that you were: Operating Equipment, Cashier, Not working, Unemployed, etc. Please complete all areas. **NOTE: The below information may be used to contact current and previous employers to investigate the applicant's work history.** §383.35(f). Attach additional sheets if necessary.

Company Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone Number \_\_\_\_\_

Dates employed From: mo/yr \_\_\_\_\_ To: mo/yr \_\_\_\_\_

Work Performed (all duties) \_\_\_\_\_

Supervisor Name and Title \_\_\_\_\_ Reason for leaving \_\_\_\_\_

May we contact them  Yes  No      Were you subject to FMCSR's while employed?  Yes  No

Was your job designated as a safety sensitive function in any DOT regulated mode subject to drug and alcohol testing requirements as required by CFR part 40?  Yes  No

Company Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone Number \_\_\_\_\_

Dates employed From: mo/yr \_\_\_\_\_ To: mo/yr \_\_\_\_\_

Work Performed (all duties) \_\_\_\_\_

Supervisor Name and Title \_\_\_\_\_ Reason for leaving \_\_\_\_\_

May we contact them  Yes  No      Were you subject to FMCSR's while employed?  Yes  No

Was your job designated as a safety sensitive function in any DOT regulated mode subject to drug and alcohol testing requirements as required by CFR part 40?  Yes  No

Company Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone Number \_\_\_\_\_

Dates employed From: mo/yr \_\_\_\_\_ To: mo/yr \_\_\_\_\_

Work Performed (all duties) \_\_\_\_\_

Supervisor Name and Title \_\_\_\_\_ Reason for leaving \_\_\_\_\_

May we contact them  Yes  No      Were you subject to FMCSR's while employed?  Yes  No

Was your job designated as a safety sensitive function in any DOT regulated mode subject to drug and alcohol testing requirements as required by CFR part 40?  Yes  No

Gilbert Contracting, Inc., does not allow any CDL driver to operate a CMV while disqualified under FMCSA, Title 49 CFR §383.51.

I UNDERSTAND THE ABOVE INFORMATION MAY BE USED TO VERIFY 3 YEARS PREVIOUS WORK HISTORY, TO INCLUDE DATES OF EMPLOYMENT, §391.23, TYPE OF EQUIPMENT OPERATED, AND ANY MOTORIZED VEHICLE ACCIDENTS, §390.15(b)(1), §390.15(b)(2), AND TO VERIFY 3 YEARS OF DRUG AND ALCOHOL TESTING RESULTS PER 49 CFR PART 40. I ALSO AUTHORIZE GILBERT CONTRACTING, INC TO USE MY BELOW SIGNATURE AS AUTHORIZATION TO OBTAIN SUCH INFORMATION FROM PREVIOUS EMPLOYERS.

I AUTHORIZE ALL PAST EMPLOYERS, SCHOOLS, PERSONS AND ORGANIZATIONS HAVING RELEVANT INFORMATION OR KNOWLEDGE, TO PROVIDE IT TO GILBERT CONTRACTING, OR ITS DULY AUTHORIZED REPRESENTATIVE, EITHER VERBALLY OR IN WRITING. I ALSO HEREBY RELEASE EMPLOYERS, SCHOOLS, PERSON'S REPORTING AGENCIES, AND ORGANIZATIONS FROM ALL LIABILITY IN RESPONDING TO INQUIRIES IN CONNECTION WITH MY APPLICATION.

I AGREE THAT IF I AM EMPLOYED BY GILBERT CONTRACTING, INC., THAT THE EMPLOYMENT WILL BE AT WILL, AND EITHER I, OR GILBERT MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME FOR ANY REASON WITHOUT NOTICE.

**FAIR CREDIT REPORTING ACT DISCLOSURE STATEMENT**

In accordance with the provisions of Section 604(b)(2)(A) of the Fair Credit Reporting Act, Public Law 91-508, as amended by the Consumer Credit Reporting Reform Act of 1996 (Title II, Subtitle D, Chapter 1, of Public Law 104-208), you are being informed that reports verifying your previous employment, previous drug and alcohol test results, and your driving record may be obtained on you for employment purposes.

These reports are required by Sections 382.413, 391.23, and 391.23 of the Federal Motor Carrier Safety Regulations. Also, per Gilbert Contracting, Inc. policy, all employees are subject to the Company, verifying information provided for previous employment, previous drug and alcohol test results, criminal records, financial records, driving records, and any other verification needed for any reason.

BY MY BELOW SIGNATURE I CERTIFIES THAT THIS APPLICATION WAS COMPLETED BY ME, AND THAT ALL ENTRIES ON IT AND INFORMATION IN IT, ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND AGREE THAT ANY MISREPRESENTATION OR OMISSION OF FACTS IN MY APPLICATION, MAY BE JUSTIFICATION FOR REFUSAL TO HIRE, OR CAUSE FOR TERMINATION OF MY EMPLOYMENT.

\_\_\_\_\_  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
DATE

**OFFICE USE ONLY**

<b>REFERENCE CHECK</b>			
DATE COMPLETED _____ BY _____	EMPLOYER (NAME)	EMPLOYER (NAME)	EMPLOYER (NAME)
DATES OF EMPLOYMENT			
POSITION			
EQUIPMENT OPERATED			
ELIGIBLE FOR REHIRE			
ADDITIONAL NOTES			



## Voluntary Disclosure

Gilbert Contracting, Inc., provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability or genetics. In addition to federal law requirements, Gilbert Contracting, Inc., complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training. Gilbert Contracting, Inc., expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of Gilbert Contracting, Inc., employees to perform their job duties may result in discipline up to and including discharge.

The Age Discrimination in Employment Act of 1967 (ADEA) protects certain applicants and employees 40 years of age and older from discrimination on the basis of age in hiring, promotion, discharge, compensation, or terms, conditions or privileges of employment. The ADEA is enforced by the **Equal Employment Opportunity Commission (EEOC)**. **Section 188 of the Workforce Investment Act of 1998 (WIA)** prohibits discrimination against applicants, employees and participants in WIA Title I-financially assisted programs and activities, and programs that are part of the One-Stop system, on the ground of age. In addition, WIA prohibits discrimination on the grounds of race, color, religion, sex, national origin, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in a WIA Title I-financially assisted program or activity. Section 188 of WIA is enforced by the **Civil Rights Center**.

You can obtain additional information by visiting, Department of Labors Website.  
<https://www.dol.gov/general/topic/discrimination/agedisc>

To applicant:

Providing the below information is completely voluntary, and does not have any effect on obtaining employment.

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Social Security Number \_\_\_\_\_ Driver's License/ID No. \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_ Contact Number \_\_\_\_\_

**Please check all that apply**

American Indian or Alaska Native  Asian  Black or African American

Native Hawaiian or Other Pacific Islander  White  Hispanic or Latino  Two or More Races

Veteran

Male  Female

**How did you find us?**

Job Referral by \_\_\_\_\_

Newspaper  Walk-in  Friend/Relative  Government Work Center  Internet  Job Site

Other  Explain \_\_\_\_\_