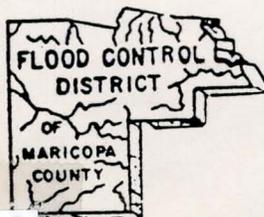


WILLIAMS-CHANDLER AND BUCKHORN-MESA
WATERSHED PROTECTION AND FLOOD
PREVENTION PROJECTS
MARICOPA & PINAL COUNTIES, ARIZONA
PLANS FOR THE REPAIR OF
EXPANSION JOINTS
EAST MARICOPA FLOODWAY REACH-4
AND
SIGNAL BUTTE FLOODWAY

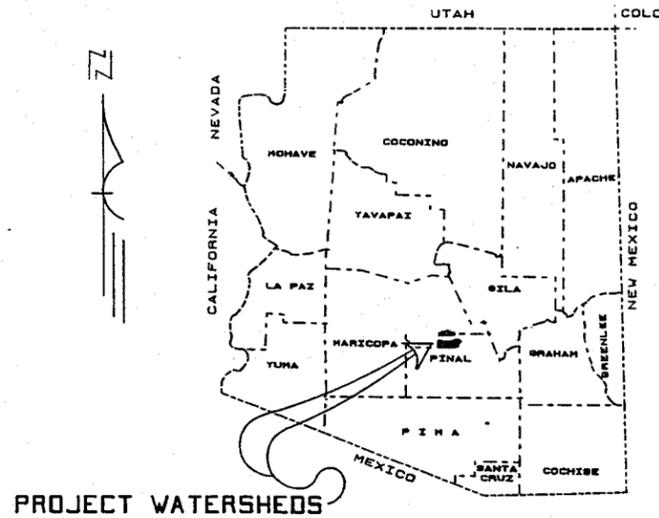


PREPARED FOR THE
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
BOARD OF SUPERVISORS OF PINAL COUNTY
EAST MARICOPA NATURAL RESOURCE CONSERVATION DISTRICT
BY
SOIL CONSERVATION SERVICE
U.S. DEPARTMENT OF AGRICULTURE



A121.911

WILLIAMS-CHANDLER AND BUCKHORN-MESA
 WATERSHED PROTECTION AND FLOOD
 PREVENTION PROJECTS
 MARICOPA & PINAL COUNTIES, ARIZONA
 PLANS FOR THE REPAIR OF
 EXPANSION JOINTS
 EAST MARICOPA FLOODWAY REACH-4
 AND
 SIGNAL BUTTE FLOODWAY



ARIZONA

PREPARED FOR THE
 FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
 BOARD OF SUPERVISERS OF PINAL COUNTY
 EAST MARICOPA NATURAL RESOURCE CONSERVATION DISTRICT
 BY
 SOIL CONSERVATION SERVICE
 U.S. DEPARTMENT OF AGRICULTURE

INDEX

1. INDEX OF DRAWINGS
2. LOCATION MAPS
3. SIGNAL BUTTE FLOODWAY TYPICAL SECTIONS AND JOINT DETAILS
4. E.M.F. REACH-4 TYPICAL SECTIONS
5. E.M.F. REACH-4 JOINT DETAILS

REVISIONS

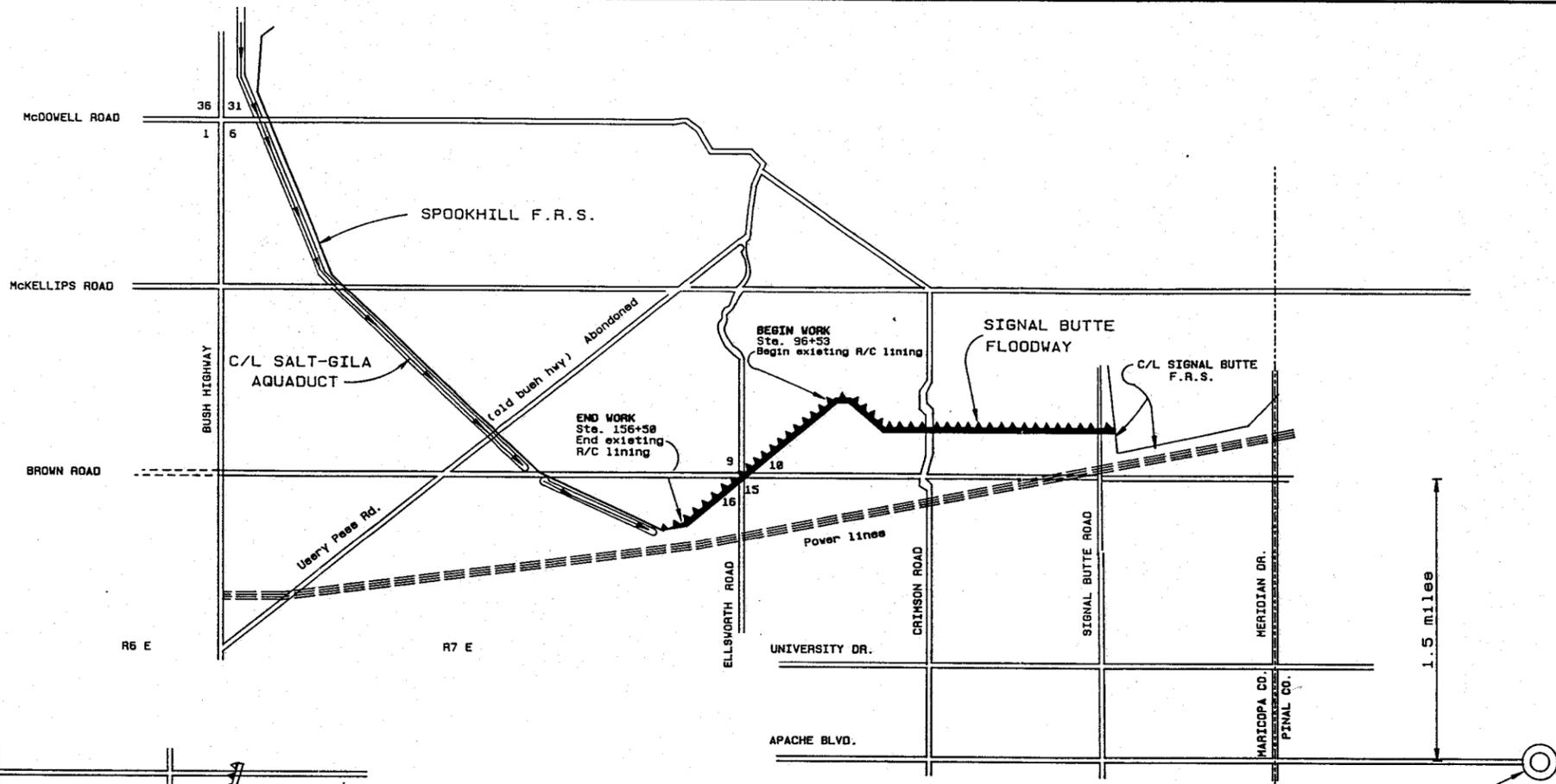
EAST MARICOPA N.R.C.D.
 APPROVED
 DATE: 6-7-88

 CHAIRMAN

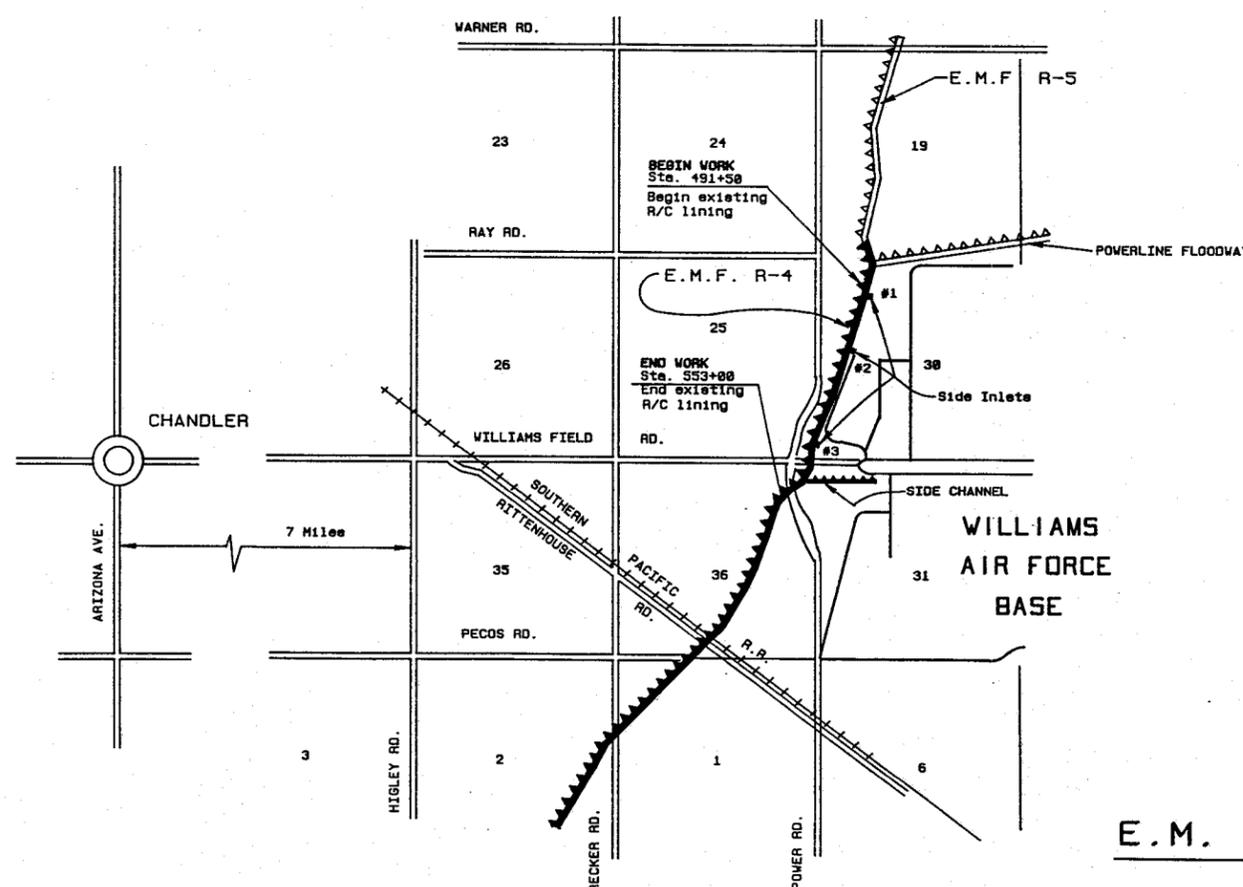
FLOOD CONTROL DISTRICT
 OF MARICOPA COUNTY
 APPROVED
 DATE: 6-13-88

 CHIEF ENGINEER

INDEX OF DRAWINGS JOINT REPAIR EAST MARICOPA FLOODWAY REACH 4 AND SIGNAL BUTTE FLOODWAY WILLIAMS-CHANDLER & BUCKHORN-MESA WPP MARICOPA & PINAL COUNTIES, ARIZONA			
U. S. DEPARTMENT OF AGRICULTURE SOIL CONSERVATION SERVICE			
Designed	D.E. PAULUS	Date	5/88
Drawn	A. MOLINA	Date	5/88
Traced		Date	6-88
Checked	D.E. PAULUS	Date	5/88
Approved By		 STATE CONSERVATION ENGINEER	
Title		HEAD ENGINEERING STAFF, U.S.T.C.	
Sheet	1	Drawing No.	AZ-88004-CH
of	5		



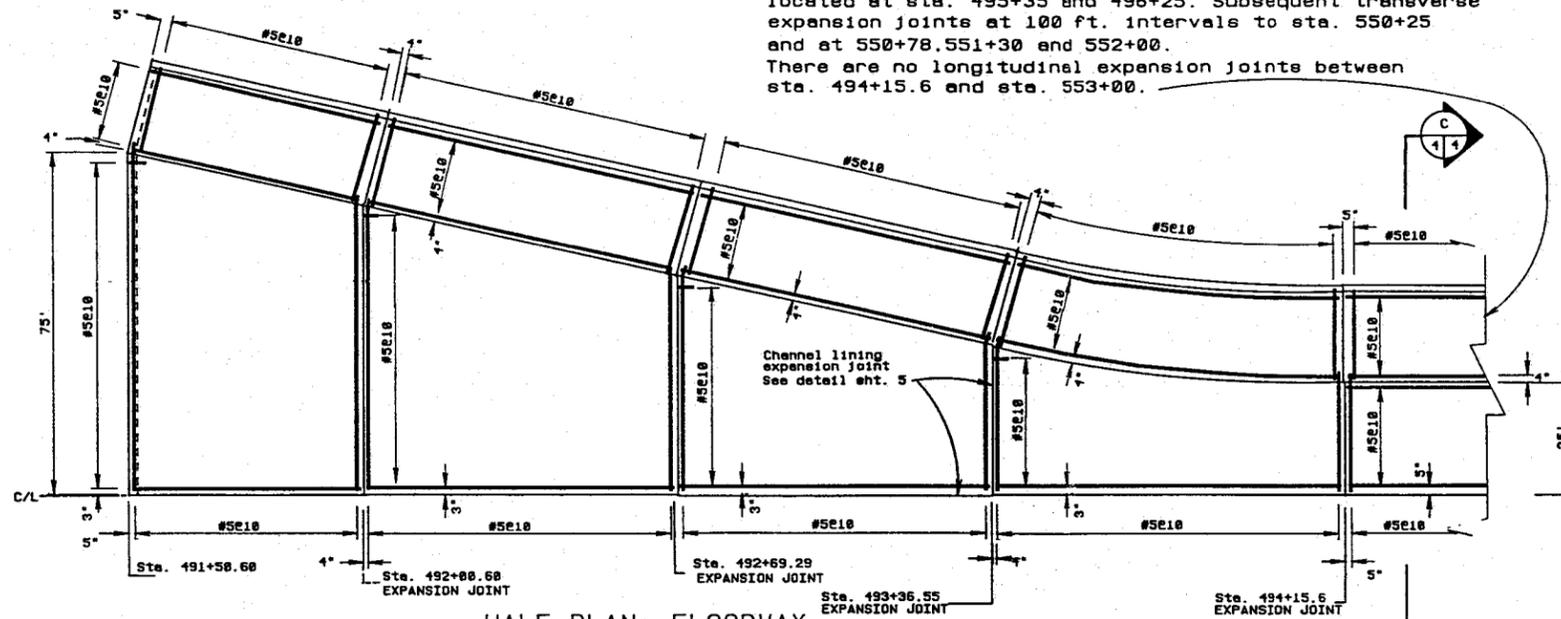
SIGNAL BUTTE FLOODWAY



E.M. FLOODWAY REACH 4

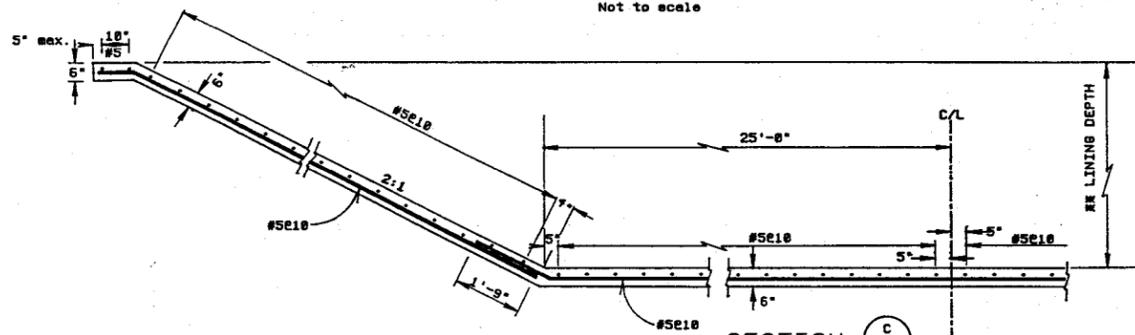
LOCATION MAPS			
JOINT REPAIR			
EAST MARICOPA FLOODWAY REACH 4			
AND SIGNAL BUTTE FLOODWAY			
WILLIAMS-CHANDLER & BUCKHORN-MESA WPP			
MARICOPA & PINAL COUNTIES, ARIZONA			
U. S. DEPARTMENT OF AGRICULTURE			
SOIL CONSERVATION SERVICE			
Designed	D. E. PAULUS	Date	5/88
Drawn	A. MOLINA	Date	5/88
Traced		Date	
Checked	D. E. PAULUS	Date	5/88
Approved By		Title	
		STATE CONSERVATION ENGINEER	
Sheet		Drawing No.	
No. 2		AZ-88004-CH	
of 5			

NOTE:
 The next two transverse expansion joints are located at sta. 495+35 and 496+25. Subsequent transverse expansion joints at 100 ft. intervals to sta. 550+25 and at 550+78.551+30 and 552+00. There are no longitudinal expansion joints between sta. 494+15.6 and sta. 553+00.



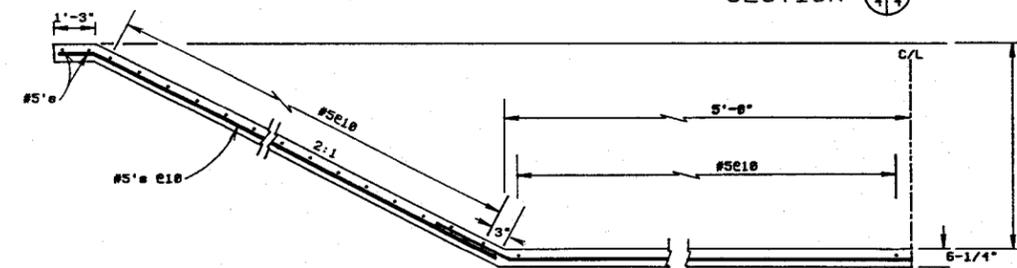
HALF PLAN: FLOODWAY

Not to scale



SECTION

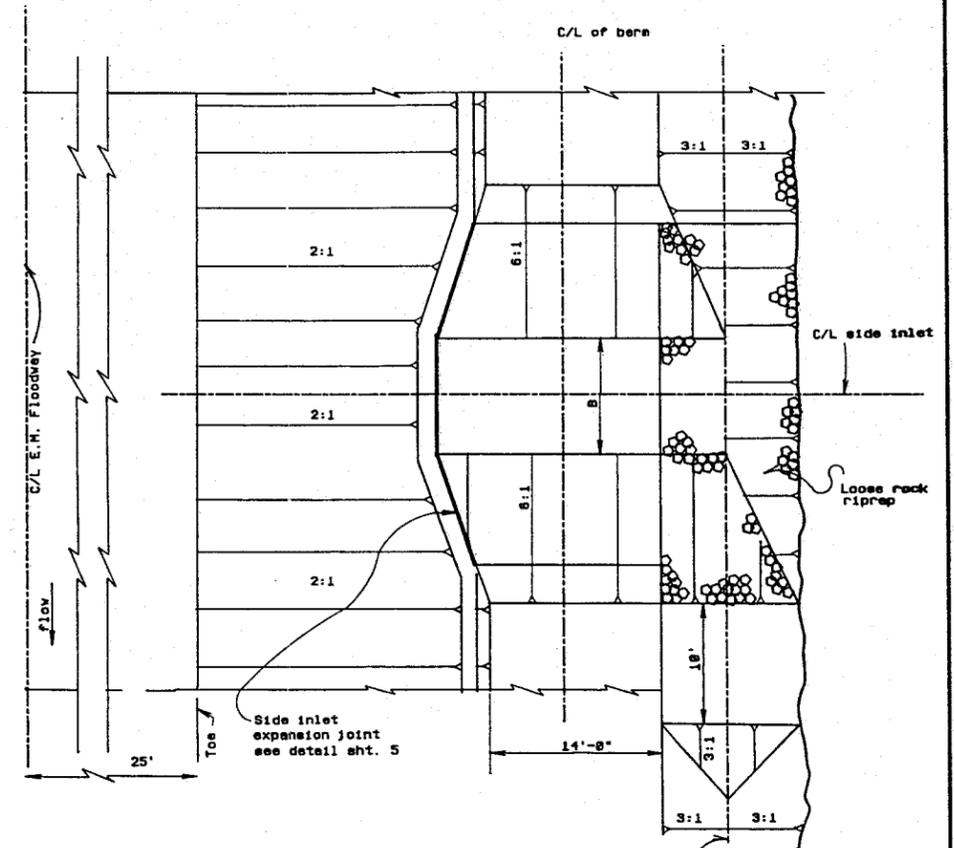
FROM STATION	TO STATION	#E LINING DEPTH
491+58.6	536+00	11'-0"
536+25	548+15	11'-6"
548+25	550+25	11'-0"



HALF SECTION-SIDE CHANNEL

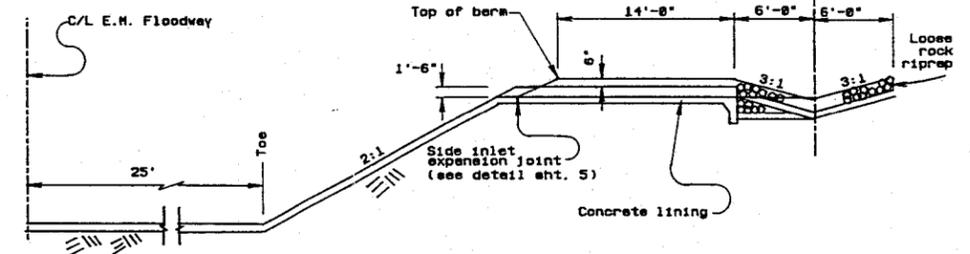
Not to scale

NOTE:
 Side channel expansion joints located at 0+34.1+00 and 2+00. See joint detail, sheet 5



PLAN

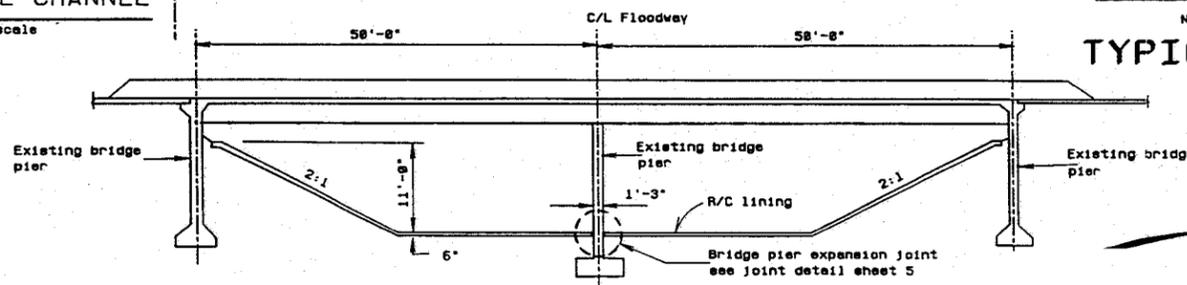
Not to scale



PROFILE C/L INLET

Not to scale

TYPICAL EXISTING SIDE INLET



WILLIAMS FIELD ROAD BRIDGE

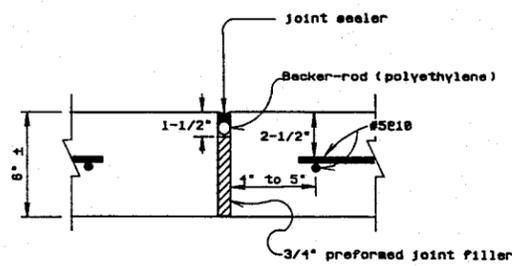
Not to scale

TYPICAL EXISTING R/C CHANNEL LINING

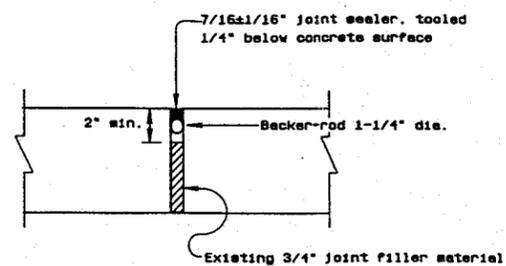
E.M.F. REACH 4 TYPICAL SECTIONS
 JOINT REPAIR
 EAST MARICOPA FLOODWAY REACH 4
 AND SIGNAL BUTTE FLOODWAY
 WILLIAMS-CHANDLER & BUCKHORN-MESA WPP
 MARICOPA & PINAL COUNTIES, ARIZONA

U. S. DEPARTMENT OF AGRICULTURE
 SOIL CONSERVATION SERVICE

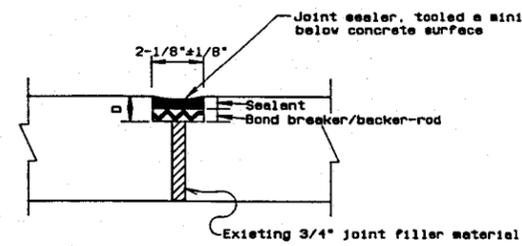
Designed	D.E. PAULUS	Date	5/88	Approved By	
Drawn	A. MOLINA	Date	5/88	Title	STATE CONSERVATION ENGINEER
Traced		Date		Title	
Checked	D.E. PAULUS	Date	5/88	Sheet	No. 4 of 5
				Drawing No.	AZ-88004-CH



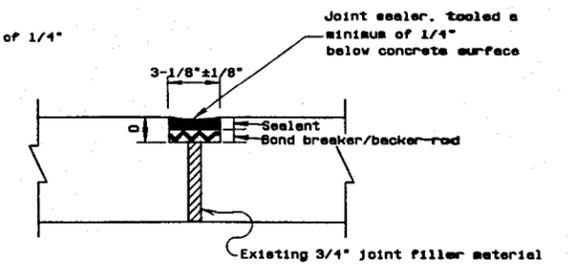
CHANNEL LINING *



EXISTING JOINTS (TEST SECTION)



2-INCH JOINT (TEST SECTION & REPAIR)

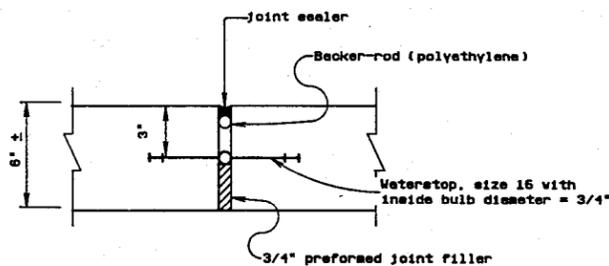


3-INCH JOINT (TEST SECTION)

NOTES FOR 2 AND 3 INCH JOINTS:
The contractor shall submit to the Contracting Officer for approval a detail providing the depth (D) and dimensions and shape of the sealant and bond breaker/backer-rod prior to performing the test sections required in the specifications. The bond breaker/backer-rod shall be detailed such that it will not force extrusion of the sealant during closure of the joint.

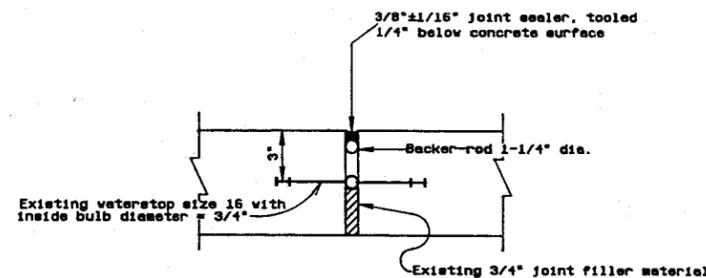
Dimensions shall be shown with allowable tolerances where applicable.

CHANNEL LINING **

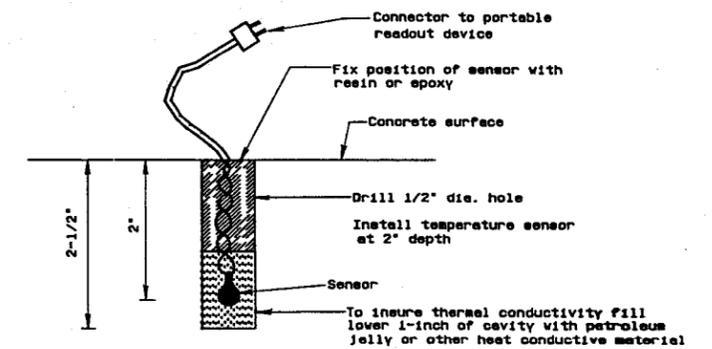


NOTE:
Do not disturb waterstop and joint filler

SIDE INLETS *



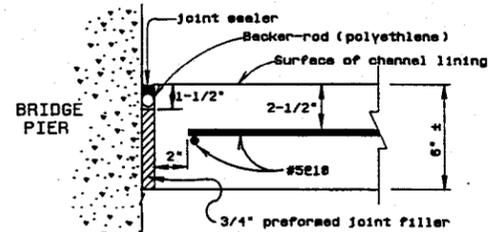
SIDE INLETS **



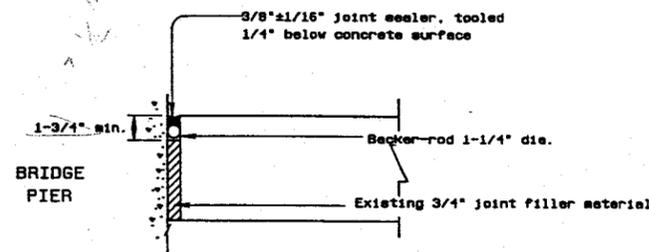
DETAIL OF TEMPERATURE SENSOR INSTALLATION

GENERAL NOTES

- Saw cut the 2-inch & 3-inch joints as required to attain the dimensions shown or as submitted and approved.
- Remove existing joint filler, backer-rod and sealer for all joint repairs to the minimum depths shown by saw cutting or other approved method.
- Prepare joint and place the bond breaker/backer-rod and sealer in accordance with the specifications and as approved by the Contracting Officer.
- Prior to installation of backer-rod or bond breaker, remove all sand or other debris from the joint cavity that will interfere with proper joint closure.



BRIDGE PIER *



BRIDGE PIER **

* AS-BUILT EXPANSION JOINT DETAILS

(NOTE: All joints were saw cut approximately 3/4" to 7/8" wide. The joint width is sensitive to temperature change and may vary from the cut dimension.)

** JOINT REPAIR DETAILS

E.M.F. R-4 JOINT DETAILS JOINT REPAIR EAST MARICOPA FLOODWAY REACH 4 AND SIGNAL BUTTE FLOODWAY WILLIAMS-CHANDLER & BUCKHORN-MESA WPP MARICOPA & PINAL COUNTIES, ARIZONA			
U. S. DEPARTMENT OF AGRICULTURE SOIL CONSERVATION SERVICE			
Designed D. E. PAULUS	Date 5/88	Approved By _____	
Drawn A. MOLINA	Date 5/88	Title STATE CONSERVATION ENGINEER	
Traced _____		Title _____	
Checked D. E. PAULUS	Date 5/88	Sheet 5	Drawing No. AZ-88004-CH
		of 5	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 | 7

2. AMENDMENT NUMBER ~~AMENDMENT NUMBER~~ 1
3. EFFECTIVE DATE 8/10/88
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE
USDA, Soil Conservation Service
201 E. Indianola Avenue, Suite 200
Phoenix, Arizona 85012
7. ADMINISTERED BY (If other than Item 6) CODE
SAME AS BLOCK 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
To All Offerors/Bidders
9A. AMENDMENT OF SOLICITATION NO.
SCS-4-AZ-88
9B. DATED (SEE ITEM 11)
July 14, 1988
10A. MODIFICATION OF CONTRACT/ORDER NO.
10B. DATED (SEE ITEM 13)

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.
12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- Delete H.16. Quantity Surveys (FAR 52.236-16) Alternate 1, on page 23 of the solicitation. Insert the attached Quantity Surveys (FAR 52.236-16) as page 28a (attachment #1). The government, not the contractor is to perform original and final surveys.
- Make the following pen & ink change to sheet 5 of 5, Bridge Pier, Joint Repair Detail: Change the minimum depth of the joint filler, backer rod, and sealer removal from 1-3/4 inches to 2-1/2 inches.
- A copy of the minutes of the site showings and list of attendees is attachment #2 (4 pages).

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED
15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Carol L. Harris
Contracting Officer
15B. UNITED STATES OF AMERICA
BY Carol L. Harris
(Signature of Contracting Officer)
16C. DATE SIGNED
8/10/88

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No.—Dated), and 10, (Modification of Contract/Order No.—Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification
Net increase \$

(2) Accounting classification
Net decrease \$

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

- (i) Total contract price increased by \$
- (ii) Total contract price decreased by \$
- (iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —

- (i) A reference to the letter determination; and
- (ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

Solicitation No. SCS-4-AZ-88
Amend. 1, 8/10/88

Page 28a

H.24 Quantity Surveys (APR 1984)

(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

(b) The Government shall conduct the original and final surveys and make the computations based on them. The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.

(c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.



United States
Department of
Agriculture

Soil
Conservation
Service

(Attachment #2)
Solicitation No. SCS-4-A72
Amendment 1, 8/10/88

Subject: Reach 4 and Signal Butte Flwy
Joint Repair
Site Showing

Date: August 4, 1988

To: Files

ATTENDANCE

<u>NAME</u>	<u>ORGANIZATION</u>
Tom Smith	T.L. Smith Inc.
Al Heimpel	Rail H. Const.
Jefferey A. Mosser	Premier Waterproofing
Brad Cox	Young Builders Inc.
H. Scott Clement	Flood Control District
Don Paulus	Soil Conservation Service
Carol Harris	Soil Conservation Service
Noller Herbert	Soil Conservation Service

The meeting started at Chandler Field Office. Noller Herbert, SCS Gov't Representative, opened the meeting at 10:05 a.m. by introducing Carol Harris, Contracting Officer, and Larry Molitor, SCS Chief Inspector.

Carol Harris went over the Contract Administration. Main points are as follows:

Bid Opening is on August 24, 1988 at 2:00 p.m.

Contract Price Range is between \$100,000 to \$500,000.

Performance time is 102 calendar days.

Section A, B, and K must be returned with bid quantities and acknowledgement of any amendments that may be issued. Type of solicitation is sealed bid.

Contractor shall maintain an adequate inspection system to ensure that the work performed under the contract conforms to contract requirements. Presence of government inspectors does not relieve contractor from the contract requirements.

At least 20% of work must be performed with contractor's own work force.

There is a 15% variation clause in the contract. Equitable adjustment will be based on increase or decrease in contract price due solely to the variation above 115% or below 85% of the estimate quantity.



The Soil Conservation Service
is an agency of the
Department of Agriculture

Performance security is required at 100% of contract price.

Payment security is required at 50% of contract price if under \$1 million or 40% if contract price is between \$1 million and \$5 million.

Contractor shall have the superintendent on site during construction until completion.

Contractor is responsible for obtaining any permits or licenses necessary to comply with federal, state, county, and municipal codes and laws.

Maximum work week that will be approved is 8 hours per day, Monday thru Friday.

Davis Bacon Wage Rates applies to this contract and any subsequent sub-contract. Employees shall be paid not less than the rate specified in the wage determination in the contract.

Overtime is to be paid to employees at 1.5 times the basic rate of pay for work in excess of 40 hours per week.

Government shall make progress payments monthly. Contractor is to prepare an invoice and submit original to the Contracting Officer with copy to Project Engineer.

The prompt payment clause was revised February 1988.

There is a restriction against using contractors, subcontractors or supplies from Japan.

The Equal Employment Opportunity goals set in the contract are 16.8% minority and 6.9% female.

Contractor shall comply with OSHA parts 1910 and 1926, Construction Industry Standards and Interpretation and with the Soil Conservation Service supplement contained in the solicitation and resultant contract.

There will be an amendment to the contract concerning the quantity surveys. The government, not the contractor, shall conduct the original and final surveys and make computations based on them.

The sponsors have obtained adequate rights and interests in land to perform the work. The contractor is to restrict his operations to those areas.

Noller Herbert highlighted the construction specification as follows:

Sec. 8, Mobilization - Payment will be made as the work proceeds. Contractor must submit invoices showing cost. The unpaid balance will be included in the final pay estimate.

Sec. 400, Joint Sealant - The material consist of a sealer, bond breaker or backer rod, and primer and are all specified. The contractor shall submit a letter of assurance from the manufacturer stating that the sealant will tolerate submergence by intermittent flood flows.

Cutting the joints and installation of the joint sealant shall be limited to periods when the average temperature of the concrete is within the range of 65 F to 115 F.

Bid Item 5, Test Joints - The test sections are specified and at these location a temperature sensors shall be installed as shown on the drawing.

Bid Item 7, Two Inch Channel Joints shall not commence until three(3) working days after the Contracting Officer has received the written report on joint performance.

There will be an amendment to the drawings. On sheet 5 of 5, Bridge Pier, Joint Repair Detail, CHANGE the minimum depth of the joint filler, backer rod, and sealer removal from 1-3/4 inches to 2-1/2 inches.

Tour of the site was conducted with stops at the following locations:

- 1. Reach 4 at Power Road and Williams Field Road.
Q&A:If the 2-inch joint fails in the test section and the manufacturer recommends 3-inch joints will the contract be modified or rebid? The test sections are for information purposes. With the temperature restriction, SCS is confident with the 2-inch joint design, therefore, modification or rebid is not anticipated.
- 2. Signal Butte Floodway at Ellsworth Road and Brown Road.
Contractor has discovered defected concrete on the north side of Ellsworth Rd. Scott Clement, FCD, said the O&M crew will repair the concrete.

Noller Herbert
Noller Herbert
Government Representative

cc. Carol Harris, CO
Ralph Arrington, SCE

STATE

PROJECT

BY

DATE

CHECKED BY

DATE

JOB NO.

SUBJECT

SHEET OF

SITE SHOWING

Reach 4 of Signal Butte Fwy
Joint Repairs

August 4, 1988

NAME

COMPANY

Noller Herbert

SCS

Carol Harris

Don Paulus

Laura Bond

Larry Molitor



Scott Clement

FCD

TOM SMITH

T. L. SMITH, INC.

Al Heimel

RAIL H. CONST.

JEFFREY A. MOSSER

PREMIER WATERPROOFING

BRAD COX

Young Builders, Inc.

PART I - THE SCHEDULE
SECTION A - SOLICITATION, OFFER AND AWARD
(Construction, Alteration or Repair)

OMB No. 0505-0005
Expiration Date: 05/31/88

1. SOLICITATION NO. SCS-4-AZ-88	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED July 14, 1988
------------------------------------	--	---------------------------------

IMPORTANT-The "Offer" section on pages 2 and 3 must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. N/A	6. PROJECT NO.
-----------------	--	----------------

7. ISSUED BY (Hand-Carried/Carrier Address)	8. ADDRESS OFFER TO (U.S. Mail Delivery)
--	---

USDA SOIL CONSERVATION SERVICE 201 E. INDIANOLA AVE., SUITE 200 PHOENIX, AZ 85012	USDA SOIL CONSERVATION SERVICE 201 E. INDIANOLA AVE., SUITE 200 PHOENIX, AZ 85012
---	---

9. FOR INFORMATION CALL: A. NAME Carol L. Harris	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (602) 241-5131
--	--

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Expansion joint repair of East Maricopa Floodway Reach 4 and Signal Butte Floodway -- project location in east Chandler and west of Apache Junction, Arizona

Price Range: Between \$100,000 and \$250,000

11. The Contractor shall begin performance within 20 calendar days and complete it within 102 calendar days after receiving [] award [X] notice to proceed. This performance period is [X] mandatory [] negotiable. (*See Section ___)

EXCEPTION TO STANDARD FORM 1442
APPROVED BY GSA/OIRM 6/85

STANDARD FORM 1442 (Rev. 4-85)
FAR(48 CFR) 53.236-1(D)

SOLICITATION, OFFER AND AWARD
(Construction, Alteration or Repair)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES" indicate within how many calendar days after award in Item 12b.)	12B. CALENDAR DAYS
[X] YES [] NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 2:00 P.M. (hour) local time August 24, 1988 (date).
If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee is, [] is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS |

EXCEPTION TO STANDARD FORM 1442
APPROVED BY GSA/OIRM 6/85

SOLICITATION, OFFER AND AWARD
(Construction, Alteration or Repair)

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.									
DATE									

20A. NAME AND TITLE OF PERSON
AUTHORIZED TO SIGN OFFER
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO
ADDRESS SHOWN IN ITEM _____
(4 copies unless otherwise
specified)

25. OTHER THAN FULL AND OPEN
COMPETITION PURSUANT TO:
[] 10 USC 2304(c) ()
[] 41 USC 253(c) ()

26. ADMINISTERED BY CODE

27. PAYMENT WILL BE MADE BY

EXCEPTION TO STANDARD FROM 1442
APPROVED BY GSA/OIRM 6/85

SOLICITATION, OFFER AND AWARD
(Construction, Alteration or Repair)

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30. NAME AND TITLE OF CONTRACTOR
OR PERSON AUTHORIZED TO SIGN
(Type or print)

31A. NAME OF CONTRACTING OFFICER
(Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES
OF AMERICA

31C. AWARD
DATE

BY _____

EXCEPTION TO STANDARD FORM 1442
APPROVED BY GSA/OIRM 6/85

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In order to be considered responsive, a bidder must bid on all items in the quantities stated in the Schedule.

EAST MARICOPA REACH 4 AND SIGNAL BUTTE FLOODWAY
EXPANSION JOINT REPAIR

Item No.	Work or Material	Spec. No.	Quantity	Unit	Unit Price	Amount
1.	Mobilization	8	1	L.S.	\$ <u>XXX</u>	\$ _____
SIGNAL BUTTE FLOODWAY						
2.	Channel Floor	400	2693	Feet	\$ _____	\$ _____
3.	Channel Wall	400	3041	Feet	\$ _____	\$ _____
4.	Side Inlets	400	468	Feet	\$ _____	\$ _____
EMF Reach 4						
5.	Test Joints	400	893	Feet	\$ _____	\$ _____
6.	Side Inlet & Bridge Joints	400	411	Feet	\$ _____	\$ _____
7.	2-inch Channel Joints	400	6053	Feet	\$ _____	\$ _____
					TOTAL \$	_____

AWARD RESTRICTION (AUG 1987, SCS, AMB)
One award for the aggregate of all items will
be made under this solicitation.

SECTION C - DESCRIPTION/SPECIFICATION
/WORK STATEMENT

C.1 STATEMENT OF WORK/SPECIFICATIONS
(USDA 452.210-71) (FEB 1988)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J.

C.2 ATTACHMENTS TO STATEMENT OF WORK/SPECIFICATIONS
(USDA 452.210-72) (FEB 1988)

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection of Construction (JUL 1986)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate

adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 COMMENCEMENT, PROSECUTION, AND COMPLETION
OF WORK (FAR 52.212-3) (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 20 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 102 days after receipt of notice to proceed. The time stated for completion shall include final cleanup of the premises.

F.2 LIQUIDATED DAMAGES--CONSTRUCTION
(FAR 52.212-5) (APR 1984)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$265.00 for each day of delay.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

F.3 PERFORMANCE OF WORK BY THE CONTRACTOR
(FAR 52.236-1) (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 20 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

F.4 VARIATION IN ESTIMATED QUANTITY (FAR 52.212-11) (APR 1984)

If the quantity of a unit-priced item in the this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

F.5 SUSPENSION OF WORK (FAR 52.212-12) (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted, (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension

order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

SECTION G - CONTRACT ADMINISTRATION DATAG.1 CONTRACTING OFFICER'S REPRESENTATIVE (USDA 452.204-72)
(JUL 1985)

A Contracting Officer's Representative (COR) will be designated after contract award. The contractor will be notified by letter of the name and duties of the COR.

G.2 DESIGNATED PAYMENT OFFICE (SCS, AMB, APRIL 1988)

The contact point described below coordinates the issuance of payments under this contract. If payment is not received within 35 days after submittal of invoice, contact the payment office designated below for information on when payment will be made.

Carol M. Kenney
(602) 241-5137
USDA, SOIL CONSERVATION SERVICE
201 E. Indianola Ave., Suite 200
Phoenix, AZ 85012

If questions arise on the amount paid, contact the contracting officer at the number or address shown on form SF-1442.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 POST-AWARD CONFERENCE (USDA 452.215-77) (JUL 1985)

A post award conference with the successful offeror is required. It will be scheduled and held within 15 days after the date of contract award. The conference will be held at:

USDA, Soil Conservation Service
201 E. Indianola Ave., Suite 200
Phoenix, AZ 85012

H.2 NOTICE OF REQUIRED PERFORMANCE SECURITY
(USDA 452.228-71) (FEB 1988)

If a contract exceeds \$25,000, the successful offeror shall furnish security to guarantee faithful performance of the contract in the amount of 100 percent of the total contract price. Security may be in the form of a performance bond on Standard Form 25 (furnished on request), or in the form of a certified or cashier's check, bank draft, Post Office money order, or currency, or United States Government bonds or notes (at par value) deposited in accordance with Treasury Regulations. Money orders and checks shall be drawn payable to: USDA, Soil Conservation Service.

H.3 NOTICE OF REQUIRED PAYMENT SECURITY
(USDA 452.228-72) (FEB 1988)

If a contract exceeds \$25,000, the successful offeror shall furnish security to guarantee payment to all persons supplying labor or materials in the performance of the contract. Such security may be in the form of a payment bond on Standard Form 25A (furnished on request) or in the form of a certified or cashier's check, bank draft, Post Office money order, or currency, or United States Government bonds or notes (at par value) deposited in accordance with Treasury Regulations. Money orders and checks shall be drawn payable to: USDA, Soil Conservation Service. The penal sum of the payment bond shall equal:

(a) 50 percent of the contract price, if the contract price is not more than \$1 million;

(b) 40 percent of the contract price, if the contract price is more than \$1 million but not more than \$5 million; or

(c) \$2-1/2 million, if the contract price is more than \$5 million.

H.4 DIFFERING SITE CONDITIONS (FAR 52.236-2) (APR 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

H.5 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (FAR 52.236-3) (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this

contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

H.6 PHYSICAL DATA (FAR 52.236-4) (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

H.7 MATERIAL AND WORKMANSHIP (FAR 52.236-5) (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's

expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

H.8 SUPERINTENDENCE BY THE CONTRACTOR (FAR 52.236-6) (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

H.9 PERMITS AND RESPONSIBILITIES (FAR 52.236-7) (APR 1984)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

H.10 OTHER CONTRACTS (FAR 52.236-8) (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

H.11 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (FAR 52.236-9) (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

H.12 USE AND POSSESSION PRIOR TO COMPLETION (FAR 52.236-11) (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

H.13 CLEANING UP (FAR 52.236-12) (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

H.14 ACCIDENT PREVENTION
(FAR 52.236-13) (APR 1984)

(a) In performing this contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoiding work interruptions. For these purposes, the Contractor shall--

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.

(b) If this contract is with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, dated April 1981.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these

circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with this clause.

H.15 SCHEDULES FOR CONSTRUCTION CONTRACTS (FAR 52.236-15) (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

H.16 QUANTITY SURVEYS (FAR 52.236-16) (APR 1984) ALTERNATE I (APR 1984)

(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work

performed and the actual construction completed and in place.

(b) The Contractor shall conduct the original and final surveys and surveys for any periods for which progress payments are requested. All these surveys shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Government shall make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.

(c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

H.17 LAYOUT OF WORK (FAR 52.236-17) (APR 1984)

The Contractor shall lay out its work from Government-established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

H.18 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FAR 52.236-21) (APR 1984)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in

writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of the Contracting Officer is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed."

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If

the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(h) This clause shall be included in all subcontracts at any tier.

H.19 ARCHEOLOGICAL OR HISTORIC SITES (USDA 452.236-73) (FEB 1988)

If a previously unidentified archeological or historic site(s) is encountered, the Contractor shall discontinue work in the general area of the site(s) and notify the Contracting Officer immediately.

H.20 CONTROL OF EROSION, SEDIMENTATION AND POLLUTION (USDA 452.236-74) (FEB 1988)

Operations shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.).

Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged on to the ground, into or near rivers, streams, and impoundments or into natural or man-made channels. Wash water or waste from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

Mechanized equipment shall not be operated in live streams without written approval by the Contracting Officer.

H.21 MAXIMUM WORKWEEK - CONSTRUCTION SCHEDULE (USDA 452.236-75) (FEB 1988)

Within 10 days after receipt of a written request from the Contracting Officer, the Contractor must submit the following information in writing for approval:

(a) A construction schedule as required by clause 52.236-15 "Schedules for Construction Contracts" and

(b) The hours and days of the week the Contractor proposes to

carry out the work.

The maximum workweek that will be approved is 8 hours per day Monday through Friday. The Contractor's proposed hours of work are to include daily starting and stopping times.

H.22 OPERATIONS, STORAGE AREAS, AND ACCESS

(a) The sponsors of this project have acquired adequate rights and interests in land to perform the work under this contract. Therefore, the Contractor is to confine all operations including storage of equipment, supplies, and materials to those land areas unless the Contractor, at his sole responsibility and expense, chooses to obtain the right to use adjacent land areas, roads, utilities, fences and other improvements not included on the provided land areas.

(b) When ingress and egress are not defined on the drawings, the Contracting Officer will designate the ingress and egress routes.

(c) Temporary buildings, such as storage sheds, shops, offices and utilities, may be erected only if approved by the Contracting Officer, or otherwise required by the contract. The temporary buildings and utilities will be erected or furnished by the Contractor at his expense and will remain the property of the Contractor; and upon completion of the work under this contract, the Contractor will remove such buildings and utilities at his expense. However, if the Contracting Officer consents, the buildings and utilities may be abandoned and need not be removed.

H.23 LABOR STANDARDS FOR CONSTRUCTION WORK--FACILITIES CONTRACTS (FAR52.222-17) (FEB 1988)

(a) In the event that construction, alteration, or repair (including painting and decorating) of public buildings or public works is to be performed hereunder, the Contractor shall comply with the following listed clauses of the Federal Acquisition Regulation in performance of such work:

- (1) Contract Work Hours and Safety Standards Act-- Overtime Compensation at 52.222-4.
- (2) Davis-Bacon Act at 52.222-6.
- (3) Withholding of Funds at 52.222-7.
- (4) Payrolls and Basic Records at 52.222-8.
- (5) Apprentices and Trainees at 52.222-9.
- (6) Compliance With Copeland Act Requirements at 52.222-10.
- (7) Subcontracts (Labor Standards) at 52.222-11.
- (8) Contract Termination--Debarment at 52.222-12.
- (9) Compliance with Davis-Bacon and Related Act Regulations at 52.222-13.
- (10) Disputes Concerning Labor Standards at 52.222-14.
- (11) Certification of Eligibility at 52.222-15.

(b) Upon determination by the Contracting Officer that the Davis-Bacon Act is applicable to any item of work to be performed hereunder, a determination of the prevailing wage rates shall be incorporated into the contract by modification.

(c) No construction, alteration, or repair (including painting and decorating) of public buildings or public works shall be performed under this contract without incorporation of the wage determination unless the Contracting Officer authorizes the start of work because of unusual or emergency situations, in which case the wage determination shall be incorporated as soon as possible and made retroactive to the start of the work.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE
(FAR 52.252-2) (APR 1984)

This contract incorporates the following clauses by reference. These clauses have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CLAUSE NUMBER	DATE	TITLE
52.202-1	APR 1984	DEFINITIONS ALTERNATE I (APR 1984)
52.203-1	APR 1984	OFFICIALS NOT TO BENEFIT
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.214-26	APR 1985	AUDIT -- SEALED BIDDING
52.214-27	APR 1985	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS -- SEALED BIDDING
52.214-28	APR 1985	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS -- SEALED BIDDING
52.214-29	JAN 1986	ORDER OF PRECEDENCE -- SEALED BIDDING
52.219-6	APR 1984	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	JUN 1985	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS
52.219-13	AUG 1986	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES
52.220-1	APR 1984	PREFERENCE FOR LABOR SURPLUS AREA CONCERNS
52.220-3	APR 1984	UTILIZATION OF LABOR SURPLUS AREA CONCERNS
52.222-1	APR 1984	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	APR 1984	CONVICT LABOR
52.222-26	APR 1984	EQUAL OPPORTUNITY

52.222-27	APR 1984	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION
52.222-35	APR 1984	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.223-2	APR 1984	CLEAN AIR AND WATER
52.225-5	APR 1984	BUY AMERICAN ACT -- CONSTRUCTION MATERIALS
52.227-1	APR 1984	AUTHORIZATION AND CONSENT
52.227-2	APR 1984	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-4	APR 1984	PATENT INDEMNITY -- CONSTRUCTION CONTRACTS
52.228-1	APR 1984	BID GUARANTEE
52.228-2	APR 1984	ADDITIONAL BOND SECURITY
52.229-3	APR 1984	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES -- CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.233-3	JUN 1985	PROTEST AFTER AWARD
52.249-2	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) ALTERNATE I (APR 1984)
52.249-10	APR 1984	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

I.2 DAVIS-BACON ACT (40 U.S.C 276a--276a-7)
(FAR 52.222-6) (FEB 1988)

(a) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 (d) of this clause; 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 the clause entitled "Apprentices and Trainees." 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 (b) of this clause) 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 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 therefor only when the following criteria have been met:

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

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

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

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator of the Wage and Hour Division, 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 of the Wage and Hour Division, 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 subparagraphs (b)(2) or (b)(3) of this clause, 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 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.

(e) Paragraphs (a) through (d) of the clause shall apply to this contract to the extent that it is (1) a prime contract with the Government subject to the Davis-Bacon Act, or (2) a subcontract also subject to the Davis-Bacon Act under such prime contract.

I.3 APPRENTICES AND TRAINEES (FAR 52.222-9) (FEB 1988)

(a) Apprentices. 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of apprenticeship and Training 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 journeyman 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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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. 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 of 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.

I.4 PAYROLLS AND BASIC RECORDS (FAR 52.222-8)
(CONSTRUCTION) (FEB 1988)

(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 3 years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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 paragraph (d) of the clause entitled "Davis-Bacon Act" 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 Officer if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. The information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents, Government Printing Office. The Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(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 maintained under paragraph (a) of this clause entitled "Payrolls and Basic Records" and that such information is correct and complete;

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

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

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

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

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or the Department of Labor or their authorized representatives. The Contractor and subcontractors 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 Contracting Officer 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. 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.

I.5 COMPLIANCE WITH COPELAND ACT REQUIREMENT (FAR 52.222-10) (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

I.6 WITHHOLDING (FAR 52.222-7) (FEB 1988)

The Contracting Officer shall upon his/her 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Prime Contractor, sponsor, applicant, or owner, 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.

I.7 SUBCONTRACTS (CONSTRUCTION)
(FAR 52.222-11) (FEB 1988)

The Contractor or subcontractor shall insert in any subcontracts the clauses entitled "Davis-Bacon Act," "Contract Work Hours and Safety Standards Act--Overtime Compensation," "Apprentices and Trainees," "Payrolls and Basic Records," "Compliance with Copeland Act Requirements," "Withholding," "Subcontracts," "Contract Termination Debarment," "Disputes Concerning Labor Standards," "Compliance with Davis-Bacon and Related Act Requirements," "Certification of Eligibility," and such other clauses as the Contracting Officer may by appropriate instructions require, 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 all the contract clauses cited above.

I.8 CONTRACT TERMINATION; DEBARMENT
(FAR 52.222-12) (FEB 1988)

A breach of the contract clauses entitled "Davis-Bacon Act," "Contract Work Hours and Safety Standards Act--Overtime Compensation," "Apprentices and Trainees," "Payrolls and Basic Records," "Compliance with Copeland Act Requirements," "Subcontracts," "Compliance with Davis-Bacon and Related Act Requirements," and "Certification of Eligibility," may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

I.9 DISPUTES CONCERNING LABOR STANDARDS
(FAR 52.222-14) (FEB 1988)

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.

I.10 COMPLIANCE WITH DAVIS-BACON AND RELATED
ACT REQUIREMENTS (FAR 52.222-13) (FEB 1988)

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.

I.11 CERTIFICATION OF ELIGIBILITY
(FAR 52.222-15) (FEB 1988)

(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.

I.12 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--
OVERTIME COMPENSATION (FAR 52.222-4) (MAR 1986)

(a) 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 (See Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any 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 employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer shall upon his or her 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 provisions set forth in paragraph (b) of this clause.

(d) Payrolls and basic records. (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

I.13 BID GUARANTEE
(FAR 52.228-1) (APR 1984)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The offeror (bidder) shall furnish a bid guarantee in the form of a firm commitment, such as a bid bond, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or give a bond(s) as required by the solicitation within the time specified, the Contracting Officer may terminate the contract for default.

(d) Unless otherwise specified in the bid, the bidder will (1) allow 60 days for acceptance of its bid and (2) give bond within 10 days after receipt of the forms by the bidder.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

I.14 ADDITIONAL BOND SECURITY
(FAR 52.228-2)(APR 1984)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond furnished with this contract becomes unacceptable to the Government;

(b) Any surety fails to furnish reports on its financial condition as required by the Government; or

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer.

I.15 INTEREST
(FAR 52.232-17) (APR 1984)

(a) Notwithstanding any other clause of this contract, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26. U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest

rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614.2 of the Federal Acquisition Regulation in effect on the date of this contract.

I.16 DISPUTES

(FAR 52.233-1) (APR 1984)

(a) This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or a written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph (d)(2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written

decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) For Contractor claims exceeding \$50,000, the Contractor shall submit with the claim a certification that--

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and

(iii) The amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable.

(3)(i) If the Contractor is an individual, the certification shall be executed by that individual.

(ii) If the Contractor is not an individual, the certification shall be executed by--

(A) A senior company official in charge at the Contractor's plant or location involved; or

(B) An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000 the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(h) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

I.17 CHANGES

(FAR 52.243-4) (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

(1) In the specifications (including drawings and

designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished facilities, equipment, materials, services, or site; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances, and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

I.18 LIMITATIONS ON SUBCONTRACTING

(FAR 52.219-14)(OCT 1987)

By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(a) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(b) Supplies (other than procurement from a regular dealer in such supplies). The concern shall perform work for at

least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(c) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(d) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

I.19 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (FAR 52.222-37) (JAN 1988)

(a) The contractor shall report at least annually, as required by the Secretary of Labor, on:

(1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100"

(c) Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

I.20 PROMPT PAYMENT--ALTERNATE I
(FAR52.232-25) (FEB 1988)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Invoice Payments. (1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for work or services accepted by the Government, payments for partial deliveries that have been accepted by the Government, and progress payments based on contracting officer approval of the estimated amount and value of work or services performed.

(2) The due date for making invoice payments shall be as described in this subparagraph (a)(2).

(i) The due date for work or services completed by the Contractor shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(B) The 30th day after Government acceptance of the work or services completed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions (e.g. release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) The due date for progress payments shall be the 30th day after Government approval of Contractor estimates of work or services accomplished.

(3) An invoice is the Contractor's bill or written request for payment under the contract for work or services performed under the contract. An invoice shall be prepared and submitted to the designated billing office. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 15 days after receipt of the invoice at the designated billing office. Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in paragraph (a)(5) of this clause:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g. prompt payment discount

(vi) Name and address of Contractor official to whom

payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by the contract.

(4) An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made within 15 days after the due date and the following conditions are met, if applicable:

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the payment date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance or approval shall be deemed to have occurred constructively as shown in subdivisions (a)(5)(i)(A) and (B) of this approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based on the actual date of acceptance or approval. Constructive acceptance or constructive approval

requirements do not apply if there is a disagreement over quantity, quality, Contractor compliance with a contract provision, or requested progress payment amounts. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(A) For work or services completed by the Contractor, Government acceptance shall be deemed to have occurred constructively on the 5th working day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract.

(B) For progress payment, Government approval shall be deemed to have occurred on the 5th working day after Contractor estimates have been received by the designated billing office.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 15 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) An interest penalty shall also be paid automatically by the designated payment office, without request from the Contractor, if an improperly taken discount for prompt payment was not corrected within 15 days after the expiration of the discount period. The interest penalty will be calculated on the amount of discount taken for the period through the date when the Contractor is paid.

(b) Contract Financing Payments. (1) For purposes of this clause, if applicable, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government, other than progress payments based on estimates of amount and value of work performed. Contract financing payments include advance payments.

(2) If this contract provides for contract financing requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper

contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified. For advance payment, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Office. Contract financing payments shall not be assessed an interest penalty for payment delays.

OTHER INVOICING REQUIREMENTS UNDER PROMPT PAYMENT ALTERNATE I (SCS,

(a) In addition to the information required in clause 52.232-25 Alternate I, the contractor shall provide the following:

(1) The original and one copy of each invoice are to be delivered to the contracting officer at the location shown in block 24 of form SF-1442.

(2) One copy is to be submitted to the contracting officer's representative (COR) who will be identified prior to a work start.

(3) The following must be attached to the original submitted to the contracting officer and to the copy submitted to the COR:

(i) A copy of the payrolls and statements of compliance not previously submitted to cover the period of time for which the invoice is submitted.

(ii) A copy of paid invoices for payment of materials and services when the contractor is requesting payment for materials onsite. These invoices must be identified by the bid item to which they apply.

(iii) An itemized listing of costs incurred for lump sum bid items supported when applicable by paid invoices when the contractor is requesting progress payments on a lump sum item.

(b) The data shown in 52.232-25(a)(3)(iv) and above shall be listed by bid item number (CLIN) given in Section B of this contract and include the unit price and invoice total for that bid item.

I.21 ANTI-KICKBACK PROCEDURES
(FAR52.203-7) (FEB 1987)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contractor or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) Regardless of the contract tier at which a kickback was provided, accepted, or charged under the contract in violation of paragraph (b) of this clause, the Contracting Officer may--

(i) Offset the amount of the kickback against any monies owed by the United States under this contract and/or
(ii) direct that the Contractor withhold from sums owed the subcontractor, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision

(c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under

subdivision (c)(4)(i) of this clause. In the latter case, the Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5), in all subcontracts under this contract.

I.22 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (FAR52.232-5)(AUG 1987)

(a) The Government shall pay the Contractor the contract price as provided in this contract.

(b) The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract as approved by the Contracting Officer. If requested by the Contracting Officer, the Contractor shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates the Contracting Officer may authorized material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration if--

(1) Consideration is specifically authorized by this contract; and

(2) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(d) All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(e) In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (c) above shall not apply to that portion of progress payments attributable to bond premiums.

(f) The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(g) Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Support 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

I.23 REIMBURSEMENT FOR BOND PREMIUMS--FIXED-PRICE CONSTRUCTION CONTRACTS
(USDA 452.232-74) (FEB 1988)

The Contract Price includes the total amount for premiums that the Contractor attributes to the furnishing of performance and payment bonds required by the contract. Reimbursement for bond premiums under paragraph (e) of the clause at FAR 52.232-11, Payments Under Fixed-Price Construction Contract, shall not cover any amount therefor not included in the contract price.

PART III - LIST OF DOCUMENTS, EXHIBITS
AND OTHER ATTACHMENTS

SECTION J -- LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (USDA 452.252-70) (JUL 1985)

SCS SUPPLEMENT TO OSHA PARTS 1910 AND 1926
WAGE DECISION NO. AZ88-2 WITH MODIFICATIONS
STANDARD FORM 24, BID BOND
DRAWINGS NO. AZ-88004-CH (PAGES 1-5)

CONSTRUCTION SPECIFICATIONS

- 8. MOBILIZATION (2 PAGES)
- 400. JOINT SEALANT FOR CONCRETE LINED FLOODWAYS
(7 PAGES)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORSK.1 CERTIFICATE OF INDEPENDENT PRICE
DETERMINATION (FAR 52.203-2) (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 CONTINGENT FEE REPRESENTATION AND
AGREEMENT (FAR 52.203-4) (APR 1984)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror--

[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer--

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

K.3 DATA UNIVERSAL NUMBERING SYSTEM (DUNS)
(USDA 452.204-70) (FEB 1988)

(a) The offeror is requested to insert the DUNS number applicable to the contractor's address shown on the solicitation form.

DUNS NO. _____

(b) If the production point (point of final assembly) is other than the location entered on the solicitation form, or if additional production points are involved, enter the DUNS number applicable to each production point in the space provided below.

ITEM NO.	MANUFACTURER	PRODUCTION POINT	DUNS NO.
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(c) If DUNS numbers have not been established for the contractor, or the production point(s) shown above, a number will be assigned upon request by Dun & Bradstreet, Allentown, Pennsylvania, phone (215) 776-4388, 89, 90 or 91.

K.4 TYPE OF BUSINESS ORGANIZATION--SEALED BIDDING
(FAR 52.214-2) (APR 1985)

The bidder, by checking the applicable box, represents that it operates as a corporation incorporated under the laws of the State of _____, an individual, a partnership, a nonprofit organization, or a joint venture.

K.5 PARENT COMPANY AND IDENTIFYING DATA
(FAR 52.214-8) (APR 1984)

(a) A "parent" company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the bidder. To own the bidding company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control a bidder as a parent even though not meeting the requirement for such ownership if the parent company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.

(b) The bidder is, is not owned or controlled by a parent company.

(c) If the bidder checked "is" in paragraph (b) above, it shall provide the following information:

Name and Main Office Address
of Parent Company
(Including Zip Code)

Parent Company's Employer's
Identification Number

(d) If the bidder checked "is not" in paragraph (b) above, it shall insert its own Employer's Identification Number on the following line

K.6 SMALL BUSINESS CONCERN REPRESENTATION
(FAR 52.219-1) (MAY 1986)

The offeror represents and certifies as part of its offer that it [] is, [] is not a small business concern and that [] all, [] not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

K.7 SMALL DISADVANTAGED BUSINESS CONCERN
REPRESENTATION (FAR 52.219-2) (APR 1984)

(a) Representation. The offeror represents that it [] is, [] is not a small disadvantaged business concern.

(b) Definitions.

"Asian-Indian American," as used in this provision, means a United States citizen whose origins are in India, Pakistan, or Bangladesh.

"Asian-Pacific American," as used in this provision, means a United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, the Northern Mariana Islands, Laos, Cambodia, or Taiwan.

"Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and (2) has its management and daily business controlled by one or more such individuals.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the SBA under 13 CFR 124.1.

K.8 WOMEN-OWNED SMALL BUSINESS REPRESENTATION
(FAR 52.219-3) (APR 1984)

(a) Representation. The offeror represents that it [] is, [] is not a women-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominate in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

K.9 PREFERENCE FOR LABOR SURPLUS AREA CONCERNS
(FAR 52.220-1) (APR 1984)

(a) This acquisition is not a set aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of tie offers or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the offeror is entitled to a preference under (1) or (2) above, the offeror must identify, below, the LSA in which the costs to be incurred on account of manufacturing or production (by the offeror or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(b) Failure to identify the locations as specified above will preclude consideration of the offeror as an LSA concern. If the offeror is awarded a contract as an LSA concern and would not have otherwise qualified for award, the offeror shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

K.10 CERTIFICATION OF NONSEGREGATED FACILITIES
(FAR 52.222-21) (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is

prescribed in 18 U.S.C. 1001.

K.11 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(FAR 52.222-22) (APR 1984)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.12 CLEAN AIR AND WATER CERTIFICATION
(FAR 52.223-1) (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.13 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND
CERTAIN SOLE PROPRIETORS AND PRIVACY ACT
STATEMENT (USDA 452.224-70) (FEB 1988)

(a) Section 6041 of Title 26 of the U.S. Code requires an executive agency to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from USDA under purchase orders or contracts. Section 6109 of Title 26 of the U.S.

Code authorizes collection by an executive agency of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by USDA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

K.14 RESTRICTIONS ON FEDERAL PUBLIC WORKS PROJECTS
CERTIFICATION (FAR52.225-12) (APR 1988)

(a) Definitions. The definitions pertaining to this provision are those that are set forth in the clause entitled, "Restrictions on Federal Public Works Projects."

(b) Certification. Except as provided in paragraph (c) of this provision, by submission of its offer, the offeror certifies that is--

(1) Is not a Contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (h) of this provision):

(2) Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; and

(3) Will not provide any product of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

(c) Inability to certify. An offeror unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.

(d) Applicability of 18 U.S.C. 1001. The certification in paragraph (b) of this provision concerns a matter within the jurisdiction of any agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(e) Notice. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(f) Restrictions on contract award. Unless a waiver to these restrictions is granted by the President of the United States or the Head of the Agency, no contract will be awarded to an offeror (1) who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, (2) whose subcontractors are

owned or controlled by citizen(s) or national(s) of a foreign country on such USTR list, or (3) who incorporates any product of a foreign country on such USTR list in the Federal public works project.

(g) Recordkeeping. 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 paragraph (b) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(h) USTR list. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country, Japan. The USTR can add countries to the list, and delete countries from it in accordance with section 109(c) of Pub. L. 100-202.

K.15 RESTRICTIONS ON FEDERAL PUBLIC WORKS PROJECTS (FAR52.225-13) (APR 1988)

(a) Definitions.

"Component," as used in this clause, means those articles, materials, and supplies incorporated directly into the product.

"Contractor or subcontractor of a foreign country." as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country, or is controlled directly or indirectly by citizens or nationals of a foreign country. A Contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country--

(1) If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;

(2) If the title to 50 percent or more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligations in favor of a citizen(s) or national(s) of the foreign country;

(3) If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen(s) or national(s) of the foreign country;

(4) In the case of a partnership, if any general partner is a citizen of the foreign country;

(5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

(6) In the case of a contractor or subcontractor who is

a joint venture, if any participant is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a)(1) through (5) of this clause.

"Products," as used in this clause, means construction materials; i.e., articles, materials, and supplies brought to the construction site for incorporation into the public works project. In determining the origin of a product, Federal agencies or recipients of Federal funds are to consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

(b) Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (USTR) (see paragraph (c) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

(c) USTR list. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country, Japan. The USTR can add other countries to the list, and delete countries from it, in accordance with section 109(c) of Pub. L. 100-202.

(d) Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless the Contractor has knowledge that the certification is erroneous.

(e) Subcontracts. The Contractor shall incorporate this clause, modified only to properly identify the parties, including this paragraph (e), in all subcontracts.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES
TO OFFERORS

L.1 SOLICITATION PROVISIONS INCORPORATED BY
REFERENCE (FAR 52.252-1) (APR 1984)

This solicitation incorporates the following provisions by reference. These provisions have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
SOLICITATION PROVISIONS

PROVISION NUMBER	DATE	TITLE
52.214-1	APR 1985	SOLICITATION DEFINITIONS -- SEALED BIDDING
52.214-3	APR 1984	ACKNOWLEDGEMENT OF AMENDMENTS TO INVITATIONS FOR BIDS
52.214-4	APR 1984	FALSE STATEMENTS IN BIDS
52.214-5	APR 1984	SUBMISSION OF BIDS
52.214-6	APR 1984	EXPLANATION TO PROSPECTIVE BIDDERS
52.214-7	APR 1984	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS
52.214-17	APR 1984	AFFILIATED BIDDERS
52.214-18	APR 1984	PREPARATION OF BIDS -- CONSTRUCTION

L.2 INQUIRIES (USDA 452.204-71) (FEB 1988)

Inquiries and all correspondence concerning this solicitation document should be submitted in writing to the Contracting Officer. OFFERORS ARE INSTRUCTED SPECIFICALLY TO CONTACT ONLY THE CONTRACTING OFFICER ISSUING THE SOLICITATION ABOUT ANY ASPECT OF THIS REQUIREMENT PRIOR TO CONTRACT AWARD.

L.3 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(FAR 52.222-23) (APR 1984)

(a) The offeror's attention is called to the Equal Opportunity

clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Trade	Percent of Contractor Aggregate Workforce %
ALL	16.8

Goals for female participation for each trade:

Trade	Percent of Contractor Aggregate Workforce %
ALL	6.9

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be used on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
- (i) Employer identification number of the subcontractor;
- (2) Estimated dollar amount of the subcontract;
- (3) Estimated starting and completion dates of the subcontract;
and
- (4) Geographical area in which the subcontract is to be performed.
- (e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is:
Maricopa and Pinal Counties, Arizona

L.4 SET-ASIDE/SIZE-STANDARD INFORMATION
(USDA 452.219-70) (FEB 1988)

This solicitation includes the following set-aside and/or size standard criteria:

- (a) Percent of the set-aside: 100%
- (b) Type of set-aside: Total, Small Business
- (c) Size standard or other criteria: No more than 17 million dollars average annual receipts for an offeror's preceding 3 fiscal years.
- (d) Standard Industrial Classification (SIC Code): 1629.

L.5 NOTICE OF REQUIRED BID GUARANTEE
(USDA 452.228-70) (JUL 1985)

If a contract exceeds \$25,000, each bidder must submit a bid guarantee in the amount of 20 percent of the total bid price, but in no event shall the penal sum exceed \$3 million. If a bid bond is submitted, it should be on Standard Form 24. Money orders, cashiers checks, or certified checks, if used, shall be drawn payable to: USDA, Soil Conservation Service.

L.6 PRE-BID/PRE-PROPOSAL CONFERENCE AND SITE VISIT
(USDA 452.237-72) (FEB 1988)

The Government is planning a preproposal conference and site visit during which potential contractors may obtain a better understanding of the work required.

Offerors are strongly urged to visit this site during the

conference to fully inform themselves about the location and conditions under which the work is to be performed.

Offerors are encouraged to submit all questions in writing at least five (5) days prior to the conference. Questions will be considered at any time prior to, or during, the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference an amendment containing an abstract of the questions and answers, and a list of attendees, will be disseminated to all participants.

In order to facilitate conference preparations it is requested that the person named on the Standard Form 1442 of this solicitation be contacted and advised of the number of persons who will attend.

The Government assumes no responsibility for any expense incurred by an offeror prior to contract award.

Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment. If the answers to conference questions, or any solicitation amendment, create ambiguities it is the responsibility of the offeror to seek clarification prior to submitting an offer.

The conference will be held:

Date: August 4, 1988

Time: 10:00 A.M.

Location: USDA, Soil Conservation Service
33 E. Comstock Drive, Suite 7
Chandler, AZ 85225-1108

L.7 SERVICE OF PROTEST (FAR 52.233-2) (JAN 1985)

Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, shall be served on the Contracting Officer by obtaining written and dated acknowledgement of receipt from:

Carol L. Harris

Hand-Carried Address:

USDA SOIL CONSERVATION SERVICE
201 E. INDIANOLA AVE., SUITE 200
PHOENIX, AZ 85012

Mailing Address:

USDA SOIL CONSERVATION SERVICE

201 E. INDIANOLA AVE., SUITE 200
PHOENIX, AZ 85012

L.8 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (FAR 52.214-9) (FEB 1986)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

SECTION M - EVALUATION FACTORS FOR AWARD

[For this Solicitation, there are NO provisions in this Section]

**SOIL CONSERVATION SERVICE
SUPPLEMENT TO OSHA PARTS 1910 AND 1926
CONSTRUCTION INDUSTRY STANDARDS AND INTERPRETATIONS**

The contractor shall comply with OSHA (Occupational Safety and Health Administration) Parts 1910 and 1926, Construction Industry Standards and Interpretations, and with this supplement.

Requests for variances or waivers from this supplement are to be made to the contracting officer in writing supported by evidence that every reasonable effort has been made to comply with the contractual requirements. A written request for a waiver or a variance shall include--

- (1) Specific reference to the provision or standard in question;
- (2) An explanation as to why the waiver is considered justified; and
- (3) The contractor's proposed alternative, including technical drawings, materials, or equipment specifications needed to enable the contracting officer to render a decision.

No waiver or variance will be approved if it endangers any person. The contractor shall not proceed under any requested revision of a provision until the contracting officer has given written approval. The contractor is to hold and save harmless the Soil Conservation Service or free from any claims or causes of action whatsoever resulting from the contractor or subcontractors proceeding under a waiver or approved variance.

Copies of OSHA Part 1910 and 1926, Construction Industry Standards and Interpretations, may be obtained from:

**Superintendent of Documents
U. S. Government Printing Office
Washington, D.C. 20402**

**SOIL CONSERVATION SERVICE
SUPPLEMENT TO OSHA PARTS 1910 AND 1926
CONSTRUCTION INDUSTRY STANDARDS AND INTERPRETATIONS**

GENERAL CONTRACTOR REQUIREMENTS

1.1 SAFETY PROGRAM. Each contractor is to demonstrate that he or she has facilities for conducting a safety program commensurate with the work under contract. The contractor is to submit in writing a proposed comprehensive safety program to the contracting officer for approval before the start of construction operations. The program is to specifically state what provisions the contractor proposes to take for the health and safety of all employees, including subcontractors and rental equipment operators. The program shall be site specific and provide details relevant to the work to be done, the hazards associated with the works, and the actions that will be necessary to minimize the identified hazards.

1.2 PRECONSTRUCTION SAFETY MEETING. Representatives for the contractor are to meet with the contracting officer (CO) or the CO's representative before the start of construction to discuss the safety program and the implementation of all health and safety standards pertinent to the work under this contract.

1.3 JOINT SAFETY POLICY COMMITTEE. The contractor or designated onsite representative is to participate in monthly meetings of a Joint Safety Policy Committee, composed of and contractor supervisory personnel. At these meetings the contractor's project manager and the contracting officer will review the effectiveness of the contractor's safety effort, resolve current health and safety problems, and coordinate safety activities for upcoming work.

1.4 SAFETY PERSONNEL. Each contractor is to designate a competent supervisory employee satisfactory to the contracting officer to administer the safety program.

1.5 SAFETY MEETINGS. A minimum of one "on-the-job" or "toolbox" safety meeting is to be conducted each week by all field supervisors or foremen and attended by mechanics and all construction personnel at jobsite. The contractor is to also conduct regularly scheduled supervisory safety meetings at least monthly for all levels of job supervision.

1.6 SAFETY INSPECTION. The contractor shall perform frequent and regular safety inspections of the jobsite, materials, and equipment, and shall correct deficiencies.

1.7 FIRST AID TRAINING. Every contractor foreman's work crew must include an employee who has a current first aid certificate from the Mine Safety and Health Administration, American Red Cross, or other state-approved organization.

1.8 REPORTS. Each contractor is to maintain an accurate record of all job-related deaths, diseases, or disabling injuries. The records shall be maintained in a manner approved by the contracting officer. A copy of all reports is to be provided to the contracting officer. All fatal or serious injuries are to be reported immediately to the contracting officer, and every assistance is to be given in the investigation of the incident, including submission of a comprehensive narrative report to the contracting officer. Other occurrences with serious accident potential, such as equipment failures, slides, and cave-ins, must also be reported immediately. The contractor is to assist and cooperate fully with the contracting officer in conducting accident investigations. The contracting officer is to be furnished all information and data pertinent to investigation of an accident.

FIRST AID AND MEDICAL FACILITIES

2.1 FIRST AID KITS. A 16-unit first aid kit approved by the American Red Cross is to be provided at accessible, well-identified, locations at the ratio of a least 1 kit for each 25 employees. The first aid kits are to be moistureproof and dusttight, and the contents of the kits are to be replenished as used or as they become ineffective or outdated.

2.2 EMERGENCY FIRST AID. At least one employee certified to administer emergency first aid must be available on each shift and duly designated by the contractor to care for injured employees. The names of the certified employees shall be posted at the jobsite.

2.3 COMMUNICATION AND TRANSPORTATION. Prior to the start of work, the contractor is to make necessary arrangements for prompt and dependable communications, transportation, and medical care for injured employees. At least one stretcher and two blankets shall be readily available for transporting injured employees.

2.4 FIRST AID AND MEDICAL REPORTS. The contractor is to maintain a record system for first aid and medical treatment on the jobsite. Such records are to be readily available to the contracting officer and are to include--

- (a) A daily treatment log listing chronologically all persons treated for occupational injuries and illnesses;
- (b) Cumulative record of injury for each individual;
- (c) Monthly statistical records of occupational injuries, classified by type and nature of injury; and
- (d) Required records for worker's compensation.

2.5 SIGNS AND DIRECTIONAL MARKINGS. Adequate identification and directional markers are to be provided to readily denote the location of all first aid stations.

2.6 EMERGENCY LISTING. A listing of telephone numbers and addresses of doctor, rescue squad, hospital, police, and fire departments is to be provided at all first aid locations.

PHYSICAL QUALIFICATION OF EMPLOYEES

3.1 GENERAL REQUIREMENTS. Persons employed throughout the contract are to be physically qualified to perform their assigned duties. Employees must not knowingly be permitted or required to work while their ability or alertness is impaired by fatigue, illness, or any other reason that may jeopardize themselves or others.

3.2 HOIST OPERATORS. Operators of cranes, cableways, and other hoisting equipment shall be examined annually by a physician and provided with a certification stating that they are physically qualified to safely operate hoisting equipment. The contractor is to submit a copy of each certification to the contracting officer.

3.3 MOTOR VEHICLE OPERATORS. Operators of motor vehicles engaged primarily in the transportation of personnel are to be 18 years of age or older and have a valid state operator's permit or license for the equipment being operated. The operators must have passed a physical examination administered by a licensed physician within the past year showing that they are physically qualified to operate vehicles safely.

PERSONAL PROTECTIVE EQUIPMENT

4.1 HARDHAT AREAS. The entire jobsite, with the exception of offices, shall be considered a hardhat area. All persons entering the area are, without exception, required to wear hardhats. The contractor shall provide hardhats for visitors entering hardhat areas.

4.1.1 LABELS. Hardhat shall bear a manufacturer's label indicating design compliance with the appropriate ANSI (American National Standards Institute) standard.

4.2 POSTING. Signs at least 3 by 4 feet worded as follows with red letters (minimum 6 inches high) and white background shall be erected at access points to designated hardhat areas:

CONSTRUCTION AREA - HARDHATS REQUIRED BEYOND THIS POINT

These signs are to be furnished and installed by the contractor at entries to shops, construction yards, and job access points.

MACHINERY AND MECHANIZED EQUIPMENT

5.1 SAFE CONDITION. Before any machinery or mechanized equipment is initially used on the job, it must be inspected and tested by qualified personnel and determined to be in safe operating condition and appropriate for the intended use. Operators shall inspect their equipment prior to the beginning of each shift. Any deficiencies or defects shall be corrected prior to using the equipment. Safety equipment, such as seatbelts, installed on machinery is to be used by equipment operators.

5.2 TAGGING AND LOCKING. The controls of power-driven equipment under repair are to be locked. An effective lockout and tagging procedure is to be established, prescribing specific responsibilities and safety procedures to be followed by the person or persons performing repair work.

5.3 HAUL ROADS FOR EQUIPMENT

5.3.1 ROAD MAINTENANCE. The contractor shall maintain all roadways, including haul roads and access roads, in a safe condition so as to eliminate or control dust and ice hazards. Wherever dust is a hazard, adequate dust-laying equipment shall be available at the jobsite and utilized to control the dust.

5.3.2 SINGLE-LANE HAUL ROADS. Single-lane haul roads with two-way traffic shall have adequate turnouts. Where turnouts are not practical, a traffic control system shall be provided to prevent accidents.

5.3.3 TWO-WAY HAUL ROADS. On two-way haul roads, arrangements are to be such that vehicles travel on the right side wherever possible. Signs and traffic control devices are to be employed to indicate clearly and variations from a right-hand traffic pattern. The road shall be wide enough to permit safe passage of opposing traffic, considering the type of hauling equipment used.

5.3.4 DESIGN AND CONSTRUCTION OF HAUL ROADS. Haul road design criteria and drawings, if requested by the contracting officer, are to be submitted for approval prior to road construction. Sustained grades shall not exceed 12 percent and all curves shall have open-sight line with as great a radius as practical. All roads shall be posted with curve signs and maximum speed limits that will permit the equipment to be stopped within one-half the minimum sight distance.

5.3.5 OPERATORS. Machinery and mechanized equipment shall be operated only by authorized qualified persons.

5.3.6 RIDING ON EQUIPMENT. Riding on equipment by unauthorized personnel is prohibited. Seating and safety belts shall be provided for the operator and all passengers.

5.3.7 GETTING ON OR OFF EQUIPMENT. Getting on or off equipment while the equipment is in motion is prohibited.

5.3.8 HOURS OF OPERATION. Except in emergencies, an equipment operator shall not operate any mobile or hoisting equipment for more than 12 hours without an 8-hour rest interval away from the job.

5.4 POWER CRANES AND HOISTS (TRUCK CRANES, CRAWLER CRANES, TOWER CRANES, GANTRY CRANES, HAMMERHEAD CRANES, DERRICKS, CABLEWAYS, AND HOISTS)

5.4.1 PERFORMANCE TEST. Before initial onsite operation, at 12-month intervals, and after major repairs or modification, power cranes, derricks, cableways, and hoists must satisfactorily complete a performance test to demonstrate the equipment's ability to safely handle and maneuver the rated loads. The tests shall be conducted in the presence of a representative of the contracting officer. Test data shall be recorded and a copy furnished the contracting officer.

5.4.2 PERFORMANCE TEST--POWER CRANES (Crawler mounted, truck mounted, and wheel mounted). The performance test is to be carried out with outriggers set and with a test load weighing 110 percent of the rated capacity when the boom angle is from 30° to 60° above the horizontal. The test is to consist of raising, lowering and braking the load and rotating the test load through 360° at the specified boom angle or radius. Cranes equipped with jibs or boom tip extensions are to be tested using both the main boom and the jib, with an appropriate test load in each case.

5.4.3 PERFORMANCE TEST--DERRICKS, GANTRY CRANES, TOWER CRANES, CABLEWAYS, AND HOISTS, INCLUDING OVERHEAD CRANES. This equipment is to be performance tested with a test load weighing 110 percent of the rated load. In testing cableways, the test load is to be traveled to the upstream and downstream limits of travel and thoroughly performance tested in at least three travel positions, including both limits of travel.

5.4.4 BOOM ANGLE INDICATOR. Power cranes (includes draglines) with booms capable of moving in the vertical plane shall be provided with a boom angle indicator in good working order.

5.4.5 CRANE TEST CERTIFICATION. The performance test required by 5.4.2 and 5.4.3 is fulfilled if the contractor provides the contracting officer a copy of the certificate of inspection made within the past 12 months by a qualified person or by a government or private agency satisfactory to the contracting officer.

5.4.6 POSTING FOR HIGH VOLTAGE LINES. A notice of the 10-foot (or greater) clearance required by OSHA 1926.550, Subpart N, shall be posted in the operator's cab of cranes, shovels, boom-type concrete pumps, backhoes, and related equipment.

5.4.7 BOOM STOPS. Cranes or derricks with cable-supported booms, except draglines, shall have a device attached between the gantry of the A-frame and the boom chords to limit the elevation of the boom. The device shall control the vertical motions of the boom with increasing resistance from 83° or less, until completely stopping the boom at not over 87° above horizontal.

5.4.8 SAFETY HOOKS Hooks used in hoisting personnel or hoisting loads over construction personnel or in the immediate vicinity of construction personnel shall be forged steel equipped with safety keepers. When shackles are used under these conditions, they shall be of the locking type or have the pin secured to prohibit turning.

5.5 ROLLOVER PROTECTIVE STRUCTURES (ROPS)

5.5.1 ROLLOVER PROTECTIVE STRUCTURES. OSHA 1926, Subpart W, Overhead Protection, Sections 1000 and 1002 are applicable regardless of the year in which the equipment was manufactured and regardless of the struck capacity of the equipment.

5.5.2 EQUIPMENT REQUIRING ROPS. The requirement for ROPS meeting 5.5.1 above applies to crawler and rubber-tired tractors such as dozers, push-and-pull tractors, winch tractors, tractors, tractors with backhoes, and mowers; off-highway, self-propelled, pneumatic-tired earthmovers, including scrapers, motor graders and loaders; and rollers, compactors, and water tankers (excluding trucks and cabs). These requirements shall also apply to agricultural and industrial tractors and similar equipment.



GENERAL WAGE DECISION NO. AZ88-2

Supersedes General Wage Decision No. AZ87-2

State: ARIZONA

County(ies): Statewide

Construction Type: Heavy & Highway

Construction Description: Heavy & Highway Construction Projects

Modification Record:

No.	Publication Date	Page No.(s)
1	Jan. 29, 1988	19
2	Apr. 22, 1988	17, 22-27
3	Apr. 29, 1988	17-18



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	Basic Hourly Rates	Fringe Benefits
BRICKLAYERS; Stonemasons:		
Northern Area:		
Zone A	14.95	2.39
Zone B	16.95	2.39
Zone C	17.95	2.39
Zone D	18.45	2.39
Zone E	20.45	2.39
Southern Area:		
Zone A:		
Bricklayers; Stonemasons	13.13	2.62
Manhole Builders	13.43	2.62
Zone B:		
Bricklayers; Stonemasons	13.50	2.62
Manhole Builders	13.80	2.62
Zone C:		
Bricklayers; Stonemasons	13.88	2.62
Manhole Builders	14.18	2.62
Zone D:		
Bricklayers; Stonemasons	14.63	2.62
Manhole Builders	14.93	2.62
CARPENTERS:		
Northern Area:		
Carpenters: Saw Filer	18.625	2.55
Piledrivermen	18.98	2.55
Millwrights	19.29	2.59
Central & Southern Areas:		
Carpenters: Saw Filer	16.125	2.55
Piledrivermen	16.48	2.55
Millwrights	16.29	2.59
CEMENT MASONS:		
Zone 1:		
Northern Area:		
Cement Masons	18.505	3.05
Concrete Troweling Machine; Sawing and Scoring Machine; Curb and Gutter Machine	18.74	3.05
Central & Southern Areas:		
Cement Masons	16.005	3.05
Concrete Troweling Machine; Sawing and Scoring Machine; Curb and Gutter Machine	16.24	3.05
Zone 2:		
Cement Masons	16.445	2.62
Concrete Troweling Machine; Sawing and Scoring Machine; Curb and Gutter Machine; Clary and similar type of power Screed Operator	16.68	2.62
ELECTRICIANS:		
Area 1:		
Electricians	16.81	1.30+ 3.75%
Cable Splicers	18.16	1.30+ 3.75%
Area 2:		
Electricians' Technicians; Cable Spli- cers:		



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Zone A	17.10	2.33+ 3.5%
Zone B	20.22	2.33+ 3.5%
Area 3:	18.74	12%+ 1.40
Area 4:		
Electricians on projects having an electrical contract value of less than \$20 million	16.00	2.14+ 3%
Electricians on projects having an electrical contract value of \$20 million or more	17.95	2.14+ 3%
Area 5:		
Electricians	17.00	1.00+ 11.5%
Cable Splicers	17.25	1.00+ 11.5%
IRONWORKERS:		
Northern Area	19.00	4.82
Southern Area	15.00	4.82
Central Area	16.00	4.82
*LABORERS:		
Area 1:		
Group 1	13.08	2.77
Group 2	15.61	2.77
Group 3	16.19	2.77
Group 4	16.46	2.77
Group 5	18.01	2.77
Barricade Setter:		
Placement, removal, transport, and maintenance of the traffic control devices	5.90	1.27
Area 2:		
Group 1	10.58	2.77
Group 2	13.11	2.77
Group 3	13.69	2.77
Group 4	13.96	2.77
Group 5	15.51	2.77
Barricade Setter:		
Placement, removal, transport, and maintenance of the traffic control devices	5.90	1.27
(Tunnel and Shaft Work):		
*Area 1:		
Group 1	15.985	2.77
Group 2	16.24	2.77
Group 3	16.44	2.77
Group 4	16.98	2.77
Group 5	17.295	2.77
Group 5A	17.655	2.77
*Area: 2		
Group 1	13.485	2.77
Group 2	13.74	2.77
Group 3	13.94	2.77
Group 4	14.48	2.77
Group 5	14.795	2.77
Group 5A	15.155	2.77
LINE CONSTRUCTION:		
Zone 1:		
Groundmen	13.41	4.75+ 3.5%
Equipment Operator; Powdermen & Mechanics	15.83	4.75+ 3.5%



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Linemen, Crane Operator, Sagger, and Pilot	18.15	4.75+	3.5%
Cable splicers	18.66	4.75+	3.5%
Zone 1-A:			
Groundmen	14.41	4.75+	3.5%
Equipment Operator; Powdermen & Mechanics	16.74	4.75+	3.5%
Linemen, Crane Operator, Sagger, and Pilot	18.15	4.75+	3-1/2%
Cable splicers	19.73	4.75+	3-1/2%
Zone 2:			
Groundmen	15.40	4.75+	3-1/2%
Equipment Operator; Powdermen & Mechanics	17.74	4.75+	3-1/2%
Linemen, Crane Operator, Sagger, and Pilot	20.12	4.75+	3-1/2%
Cable splicers	20.67	4.74+	3-1/2%
PAINTERS:			
Area 1:			
Zone A:			
Brush	11.60	1.90	
Brush, Steel & Bridge	12.10	1.90	
Spray	12.05	1.90	
Spray, Steel & Bridge	12.60	1.90	
Zone B: (\$0.75 per hour above Zone A BHR)			
Zone C: (\$1.75 per hour above Zone A BHR)			
Zone D: (\$2.00 per hour above Zone A BHR)			
Area 2:			
Zone A:			
Brush and Roller; Sandblaster (Nozzleman); Sheetrock Taper; Floor Coverer; Sandblaster (pot tender)	13.54	1.30	
Spray; Paperhanger	13.79	1.30	
Creosote Applier	13.87	1.30	
Swing Stage:			
Brush; Sandblaster	13.94	1.30	
Spray	14.19	1.30	
Steeplejack	14.40	1.30	
Steel and Bridge, Brush; Nozzleman and Pot Tender; Steel (steam cleaner); Electric and Air Tool Operator; Steel Sandblaster	14.67	1.30	
Steel Sandblaster	14.67	1.30	
Zone B: (\$1.00 per hour above Zone A (BHR))			
Zone C: (\$2.50 per hour above Zone A BHR)			
Area 3:			
Zone A:			
Brush	12.47	1.77	
Spray; Sandblaster	13.07	1.77	
Paperhanger	12.60	1.77	
Swing Stage, under 40 feet:			
Brush	12.77	1.77	
Spray	13.37	1.77	



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Swing Stage, over 40 feet:		
Brush	13.47	1.77
Spray	14.07	1.77
Structural Steel & Tanks:		
Brush	13.47	1.77
Spray & Sandblasters	14.07	1.77
Creosote Base and Bituminous material	12.87	1.77
Zone B: (\$0.75 per hour above Zone A BHR)		
Zone C: (\$1.50 per hour above Zone A BHR)		
Zone D: (\$2.75 per hour above Zone A BHR)		
PLUMBERS AND PIPEFITTERS:		
Zone 1	16.50	3.33
Zone 2	18.50	3.33
Zone 3:		
Commercial	16.84	3.58
Industrial	18.34	3.58
*POWER EQUIPMENT OPERATORS:		
Area 1:		
Group 1	13.55	3.28
Group 2	16.05	3.28
Group 3	16.63	3.28
Group 4	17.30	3.28
Group 5	18.12	3.28
Group 6	18.93	3.28
Group 7	19.40	3.28
Group 8	19.91	3.28
Group 9	20.84	3.28
Area 2:		
Group 1	11.05	3.28
Group 2	13.55	3.28
Group 3	14.13	3.28
Group 4	14.80	3.28
Group 5	15.62	3.28
Group 6	16.43	3.28
Group 7	16.90	3.28
Group 8	17.41	3.28
Group 9	18.34	3.28
TRUCK DRIVERS:		
Area 1:		
Group 1	15.60	2.87
Group 2	15.80	2.87
Group 3	16.14	2.87
Group 4	16.68	2.87
Group 5	16.91	2.87
Group 5A	17.21	2.87
Group 6	17.42	2.87
Group 7	18.04	2.87
Group 8	18.84	2.87
Group 8A	20.17	2.87
Group 8B	19.35	2.87
Group 8C	20.21	2.87
Area 2:		
Group 1	13.10	2.87



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Group 2	13.30	2.87
Group 3	13.64	2.87
Group 4	14.18	2.87
Group 5	14.41	2.87
Group 5A	14.71	2.87
Group 6	14.92	2.87
Group 7	15.54	2.87
Group 8	16.34	2.87
Group 8A	17.67	2.87
Group 8B	16.85	2.87
Group 8C	17.71	2.87

WELDERS -- Receive the rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5 (a) (1) (11))

AREA DESCRIPTIONS

BRICKLAYERS; STONEMASONS:

Northern Area: Apache, Coconino and Gila Counties; Graham County (west and north of the San Francisco River to the Gila River); Greenlee County (west and north of the San Francisco River to the Gila River); Maricopa, Mohave, and Navajo Counties; Pinal County (north of a boundary line drawn west along the Gila River to the western City limits of Florence, a straight line from the extreme southwestern City limits of Florence to the extreme southern City limits of Coolidge, then a straight line to the extreme southern City limits of Casa Grande, with the line extending to the Maricopa/Pinal County Line); Yavapai, Yuma and La Paz Counties:

- Zone A: 0-50 road miles from the City Hall in Phoenix
- Zone B: 50-75 road miles from the City Hall in Phoenix
- Zone C: 75-100 road miles from the City Hall in Phoenix
- Zone D: 100-200 road miles from the City Hall in Phoenix
- Zone E: 200 road miles and over from the City Hall in Phoenix

Southern Area: Cochise County; Graham County (east and south of the San Francisco River to the Gila River); Greenlee County (east and south of the San Francisco River to the Gila River); Pima County; Pinal County (south of a boundary line drawn west along the Gila River to the western City limits of Florence, a straight line from the extreme southwestern City limits of Florence to the extreme southern City limits of Coolidge, then a straight line to the extreme southern City limits of Casa Grande, with the line extending to the Maricopa/Pinal County Line); Santa Cruz Counties:

- Zone A: 0-15 road miles from Tucson City limits
- Zone B: 15-30 road miles from Tucson City limits
- Zone C: 30-40 road miles from Tucson City limits
- Zone D: Over 40 road miles from Tucson City limits

CARPENTERS:

Northern Area: Area north of a straight line drawn between a point



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35 miles due north of the City Hall in Flagstaff and a point 35 miles due north of the City Hall in Kingman, extending to the Arizona/Nevada State Line on the west; and connecting to a point 35 miles due north of the City Hall in Holbrook, thence due east to the intersection of the Arizona/New Mexico State Line

Central and Southern Areas: All areas not included in the Northern Area

CEMENT MASONS:

Zone 1: Apache, Coconino, and Gila Counties; Graham County (north of Sentinel-Casa Grande-Safford Line); Greenlee County (north of Sentinel-Casa Grande-Safford Line); Maricopa County (north of Sentinel-Casa Grande-Safford Line); Mohave, and Navajo Counties; Pinal County (north of Sentinel-Casa Grande-Safford Line); Yavapai, Yuma and La Paz Counties:

NORTHERN AREA: Area North of a straight line drawn between a point 35 miles due north of the City Hall in Flagstaff and a point 35 miles due north of the City Hall in Kingman, extending to the Arizona/Nevada State Line on the west and connecting to a point 35 miles due north of the City Hall in Holbrook, thence due east to the intersection of the Arizona/New Mexico State Line.

CENTRAL and SOUTHERN AREAS: All Areas not included in the NORTHERN AREA

Zone 2: Southern parts of Cochise, Graham, Greenlee, Maricopa, and Pinal Counties; Pima and Santa Cruz Counties

ELECTRICIANS:

Area 1: Apache County (north of Highway #66)
Area 2: Coconino County; Navajo County (north and west of a boundary line beginning at a point where Clear Creek crosses the Coconino/Navajo County Line and then extending in a northeasterly direction along Clear Creek and northeasterly to Cottonwood Wash, along Cottonwood Wash extending northeasterly to where it intersects the Navajo Indian Reservation, then easterly along the Navajo Indian Reservation boundary line to a point where it intersects the Navajo/Apache County Line):

Zone A: 5 miles north-south, east and west of the Post Offices of Williams, Sedona, and Winslow

Zone B: Remainder of Area 2 not covered by Zone A

Area 3: Apache County (south of Highway #66); Gila County; Navajo County (south and east of a boundary beginning at a point where Clear Creek crosses the Coconino/Navajo County Line, then extending in a northeasterly direction along Clear Creek and northeasterly to Cottonwood Wash, along Cottonwood Wash extending northeasterly to where it intersects the Navajo Indian Reservation, then easterly along the Navajo Indian Reservation boundary line to a point where it intersects the Navajo/Apache County Line); Pinal County (north of the line, "First Standard Parallel South" and east of the line "Second Guide Meridian East")

Area 4: Maricopa and Mohave Counties; Pinal County (north and west of the boundary line beginning at a point where the Papago Indian Reservation Road #15 crosses the Pima/Pinal County Line, then extending in a northeasterly direction on the Papago Indian Reservation Road #15 to the intersection with the Florence Canal, north and east on the Florence Canal to the intersection with the line, "Second Guide Meridian East", then north to the Pinal/Maricopa



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County Line); Yavapai County
 Area 5: Cochise, Graham, Greenlee, and Pima Counties; Pinal County (south and east of the boundary line beginning at a point where the Papago Indian Reservation Road #15 crosses the Pima/Pinal County Line, then extending in a northeasterly direction on the Florence Canal, north and east on the Florence Canal to the intersection with the line, "Second Guide Meridian East", then north to the line, "First Standard Parallel South", and along that line to the Graham/Pinal County Line); Santa Cruz, Yuma, and La Paz Counties

***IRONWORKERS:**

Northern Area: the boundaries of the area shall be the Navajo & Hopi Indian Reservations, the City of Page & the Glen Canyon Dam
 Southern Area: shall consist of the following counties, Yuma, Graham, Pima, Santa Cruz, Yuma & Greenlee Cos. & those portions of Pinal & Gila Cos. located south of the 33rd parallel
 Central: Remaining Areas

LINE CONSTRUCTION:

Zone 1: Phoenix and Tucson 30 miles radius from the center of Town; Area within 10 mile radius from the City Hall in Yuma
 Zone 1-A: Flagstaff, Globe, and Kingman; and 10 mile radius from the center of Town
 Zone 2: Other areas not covered by Zone 1 and Zone 1-A

PAINTERS:

Area 1: Apache, Coconino, Navajo, and Yavapai Counties (north of Woodruff/Camp Wood Line); Mohave County (north of a line following the Geodetic Hualapai Boundary Line to the Colorado River, a distance of 23 miles east of Pierce Ferry and then intersecting the Arizona/Nevada State Line):

- Zone A: 0-20 road miles from Courthouse in Flagstaff
- Zone B: 20-35 road miles from Courthouse in Flagstaff
- Zone C: 35-80 road miles from Courthouse in Flagstaff
- Zone D: 80 road miles and over from Courthouse in Flagstaff

Area 2: Apache, Coconino, Navajo, and Yavapai Counties (south of the Woodruff/Camp Wood Line); Gila, Graham, Greenlee, Maricopa, and Pinal Counties (north of 33rd Parallel); Mohave County (south of a line following the Geodetic Hualapai Boundary Line to the Colorado River, a distance of 23 miles east of Pierce Ferry and then intersecting the Arizona/Nevada State Line):

- Zone A: 0-40 paved road miles from Courthouse in Phoenix; also, Luke and Williams Air Force Bases
- Zone B: 41-60 paved road miles from Courthouse in Phoenix
- Zone C: 61 paved road miles and over from Courthouse in Phoenix

Area 3: Cochise County; Graham, Greenlee, Maricopa and Pinal Counties (south of 33rd Parallel); Pima, Santa Cruz, Yuma, and La Paz Counties:

- Zone A: 0-30 paved road miles from Stone and Congress in Tucson or from the County Courthouse in Yuma
- Zone B: 31-40 paved road miles from Stone and Congress in Tucson or from the County Courthouse in Yuma
- Zone C: 41-50 paved road miles from Stone and Congress in Tucson or from the County Courthouse in Yuma
- Zone D: 51 paved road miles and over from Stone and Congress in Tucson or from the County Courthouse



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in Yuma

PLUMBERS & PIPEFITTERS

ZONE 1

Base points shall be: Phoenix--the intersection of Central Avenue and Jefferson Street; Flagstaff, Yuma, Kingman, Prescott, Havasu City and Winslow -- the main Post Office building in each city. The "Free Zone" (Zone No. 1) from Phoenix shall be 40 miles from the stated base point. The Free Zone from Flagstaff, Yuma, Kingman, Prescott, Havasu City and Winslow shall be 20 road miles from the stated base point. In addition, all areas within the city limits of Phoenix, Chandler, Scottsdale, Tempe, Glendale, Mesa and Gilbert, as well as that area bordered or encompassed by Apache Trail on the north, Higley Road on the east, Elliott Road on the south and Arizona Avenue on the west, and Sun City West will be included as Free Zones. Any work contracted for outside of these Free Zones will be determined from the Phoenix base point.

ZONE 2

Pay Zone shall refer to all jobs outside of the Free Zones listed above.

ZONE 3

Seven Southern Counties of Arizona: Pima, Gila, Pinal, Graham, Greenlee, Santa Cruz, and Cochise

LABORERS; POWER EQUIPMENT OPERATORS; and TRUCK DRIVERS:

Area 1: Area north of a straight line drawn between a point 35 miles due north of the City Hall in Flagstaff and a point 35 miles due north of the City Hall in Kingman, extending to the Arizona/Nevada State Line on the west; and connecting to a point 35 miles due north of the City Hall in Holbrook, thence due east to the intersection of Arizona/New Mexico State Line

Area 2: All Areas not included in Area 1

GROUP DESCRIPTIONS

LABORERS

Group 1: Laborer, General or Construction; Tool Dispatcher or Checker; Manually Controlled Signal Operator; Fence Builder; Guard Rail Builder - highway; Chat Box Man; Dumpman and/or Spotter; Rip Rap Stone Man; Rock Slinger; Head Rock Slinger (\$.25); Form Stripper; Packing Rod Steel and Form Stripper; Packing Rod Steel and Pans; Cesspool Diggers and Installers; Astro Turf Layer; Clean Up - Bull Gang Trackman; Railroad Chipper (clearing and grubbing); Kettleman - Tarman; Spikers; Wrenchers - Creosote Tieman; Floor Sanders - Concrete; Sandblaster (Pot Tender); Powderman Tender; Fine Grader; All Tenders not herein separately classified; Window Cleaner Flaggers

Group 2: Concrete Laborer (belt, pipe and/or Hoseman); Cement Mason Tender; Cutting Torch Operator; Power-type Concrete Buggy; Bander



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Group 3: Chuck Tender (except tunnel); Guinea/Chaser; Operator and Tender of Pneumatic and Electric Tools; Concrete Vibrating Machines, Chain Saw Machines (on clearing and grubbing); Hydraulic Jacks and similar mechanical tools not separately herein classified; Pipe Caulker and/or Backup Man - Pipeline; Rigger and Signal Man - Pipeline; Pipe Wrapper; Cribber; Shorer (except tunnel); Pneumatic Gopher; Pre-cast, Manhole Erector

Group 4: Asphalt Raker and Ironer; Air and Water Washout Nozzleman (low and high pressure); Scaler (using Bos n's Chair or Safety Belt); Tamper (mechanical - all types); Sandblaster (Nozzleman); Concrete Saw (hand-guided); Concrete Cutting Torch; Gunite (Gunman, Mixerman, Rodman); bio-filter; Pressman; Installer; Operator; Hand-guided Trencher and similarly operated equipment; Driller (Jackhammer and/or Pavement Breaker); Grade Setter (pipeline); Pipe Layer (including but not limited to non-metallic transite and plastic pipe, water pipe, sewer pipe, drain pipe, underground tile and conduit)

Group 5: Drill Doctor and/or Air Tool Repairman; Scaler (Driller); Form Setter and/or Builder; Welder and/or Pipe Layer installing process piping; Driller - Core Diamond, Wagon, Air Track, Joy, Mustang, PR-143, 220 Gardner, Denver, Hydrasonic; Powder Man; Water Blaster Operator

(TUNNEL and SHAFT WORK)

Group 1: Bull Gang, Muckers, Trackman; Dumpmen; Concrete Crew (includes Rodders and Spreaders); Grout Crew; Swamper (Brakeman and Switchmen on tunnel work)

Group 2: Nipper; Chucktender, Cabletender; Vibratorman, Jackhammer, Pneumatic Tools (except Driller)

Group 3: Grout Gunman

Group 4: Timberman, Retimberman - wood or steel blaster, Driller, Powderman; Cherry Pickerman; Powderman - Primer House; Steel Form Raiser and Setter; Kemper and other Pneumatic Concrete Placer Operator; Miner - Finisher; Miners - Tunnel (hand or machine)

Group 5: Diamond Drill

Group 5A: Shaft and Raise Miner Welder

POWER EQUIPMENT OPERATORS

Group 1: Air Compressor Operator; Pump Operator; Conveyor Operator; Generator Operator (all); Power Grizzly Operator; Fireman (all); Welding Machine Operator; Tripper Operator; Concrete Mixer Operator, skip type; Highline Cableway Signalman

Group 2: Diler; Forklift and Ross Carrier Operator; Skiploader, 1 1/2 cu. yd. and less; Pavement Breaker; Roller Operator (except as otherwise classified); Wheel-type Tractor Operator (Ford-Ferguson)



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type); Slurry Seal Machine Operator (driver Moto-paver); Power Sweeper

Group 3: Self-propelled Chip Spreading Machine Conveyor Operator; Dinky Operator, under 20 ton; Elevator Hoist Operator, Husky and similar

Group 4: Motor Crane Driver; Belcrete Operator; Curing Machine Operator, Boring Bridge and Texture; Cross Tining and Pipe Float; Straw Blower; Hydrographic Seeder; Hydrographic Mulcher; Jumbo Finishing Machine; Joint Inserter

Group 5: A-frame Boom Truck or Winch Truck Operator; Grade Checker (excluding Civil Engineer); Multiple Power Concrete Saw Operator; Screed Operator; Stationary Pipe Wrapping and Cleaning Machine Operator; Tugger Operator

Group 6: Aggregate Plant Operator (including crushing, screening, and sand plants, etc.); Asphalt Laydown Machine Operator; Asphalt Plant Mixer Operator; Boring Machine Operator; Concrete Mechanical Tamping, Spreading or Finishing Machine Operator (including Clary, Johnson or similar types); Concrete Pump Operator; Concrete Batch Plant Operator, all types and sizes; Conductor, Brakeman, or Handler; Drilling Machine Operator, all types and sizes except as otherwise classified; Field Equipment Serviceman; Kolman Belt Loader Operator or similar type, with belt width 48" or over; Locomotive Engineer (including Dinky 20 tons weight and over); Moto-paver and similar type equipment Operator; Operating Engineer Rigger; Pneumatic-tired Scraper Operator, up to and including 12 cu. yds. (Turnapull, Euclid, Cat, D.W. Hancock, and similar equipment); Power Jumbo Form Setter Operator; Pressure Grout Machine Operator (as used in heavy engineering construction); Road Oil Mixing Machine Operator; Roller Operator, on all type asphalt pavement; Self-propelled Compactor, with blade; Skip Loader Operator, all types with a rated capacity over 1-1/2 but less than 4 cu. yds.; Slip Form Operator (power driven lifting device for concrete forms); Soil Cement Road Mixing Machine Operator, single pass type; Stationary Central Generating Plant Operator, rated 300 K.W. or more; Surface Heater and Planer Operator; Traveling Pipewrapping Machine Operator

Group 7: Pneumatic-tired Scraper Operator, all sizes and types over 12 cu. yds. MRC (Turnapull, Euclid, Cat, D.W. Hancock and similar equipment); Tractor Operator (Pusher, Bulldozer, Scraper); Trenching Machine Operator

Group 8: Asphalt or Concrete Planing, Rotomill, and Milling Machine Operator; Auto Grade Machine Operator (CMI and similar equipment); Boring Machine Operator (including Mole, Badger and similar type); Concrete Mixer Operator, paving type and Mobile Mixers; Concrete Pump Operator, with boom attached (truck mounted); Crane Operator, Crawler and Pneumatic type under 100 ton capacity MRC; Crawler-type Tractor Operator, with boom attachment or Slope Bar; Derrick Operator; Forklift Operator for hoisting personnel; Gradall Operator; H.D. Mechanic and/or Welder; Helicopter Hoist Operator; Highline Cableway Operator (less than 20 tons rated capacity); Mass Excavator Operator (150 Bucyrus Erie and similar types); Mechanical Hoist Operator (two or more drums); Motor Grader Operator, any type



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power blade; Motor Grader Operator, with Elevating Grader attachment; Mucking Machine Operator; Overhead Crane Operator; Piledriver Engineer (portable, stationary or skid rig); Pneumatic-tired Scraper Operator, all sizes and types (Turnapull, Euclid, Cat, D.W. Hancock and similar equipment over 45 cu. yds. MRC); Power driven Ditch Lining or Ditch Trimming Machine Operator; Skip Loader Operator, all types rated capacity 4 cu. yds. but less than 8 cu. yds.; Slip Form Paving Machine Operator (including Gunnert, Zimmerman and similar types); Specialized Power Digger Operator, attached to wheel-type tractor; Tower Crane (or similar type) Operator; Tugger Operator (two or more); Universal Equipment Operator, Shovel, Backhoe, Dragline, Clamshell, etc., up to 8 cu. yds.

Group 9: Crane Operator, Pneumatic or Crawler, 100 ton hoisting capacity and over MRC rating; Helicopter Pilot, FAA qualified, when used in construction work other than executive travel and single casual rental; Highline Cableway Operator, over 20 ton rated capacity and using Traveling Head and Tail Tower; Remote-control Earth Moving Equipment Operator; Skip Loader Operator, all types with rated capacity of 8 cu. yds. or more; Universal Equipment Operator, Shovel, Backhoe, Dragline, Clamshell, etc., 8 cu. yds. and over

TRUCK DRIVERS

Group 1: Teamsters; Pick-ups; Station Wagon; Man Haul Driver

Group 2: Dump or Flatrack (2 or 3 axle); Water Truck (under 2500 gallons); Buggymobile (1 cu. yd. or less); Bus Driver; Self-propelled Street Sweeper; Shop Greaser

Group 3: Dump or Flatrack (4 axle); Dumpster or Dumpster (less than 7 cu. yds.); Water Truck (2500 gallons but less than 4000 gallons); Tireman

Group 4: Dumpster or Dumpster (7 cu. yds. but less than 16 cu. yds); Dump or Flatrack (5 axle); Water Truck (4000 gallons and over); Slurry type equipment Driver or Leverman; Vacuum Pump Truck Drivers; Flaherty Spreader or similar type equipment or Leverman; Transit Mix (8 cu. yds. or less mixer capacity); Ambulance Driver

Group 5: Dump or Flatrack (6 axle); Transit Mix (over 8 cu. yds. but less than 10.5 cu. yds. mixer capacity); Rock Truck (i. e. Dart, Euclid and other similar type end dumps, single unit) less than 16 cu. yds.

Group 5A: Oil Tanker or Spreader and/or Bootman, Retortman or Leverman

Group 6: Transit Mix (over 10.5 cu. yds. but less than 14 cu. yds. mixer capacity); Ross Carrier, Fork Lift or Lift Truck; Hydro Lift, Swedish Crane, Iowa 300 and similar types; Concrete Pump (when integral part of Transit Mix Truck); Dump or Flatrack (7 axle); Transport Driver (unless axle rating results in higher classification)

Group 7: Dump or Flatrack (8 axle)



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Group 8: Off-highway equipment Driver including but not limited to: 2 or 4 wheel power unit, i.e Cat, DW Series, Euclid, International and similar type equipment transporting material when top loaded or by external means including pulling Water Tanks, Fuel Tanks or other applications under Teamster Classifications; Rock truck (Dart, Euclid, or other similar end dump types) 16 cu. yds. and over; Ejectalls; Dumptor or Dumpster (16 cu. yds. and over); Dump or Flatrack (9 axle)

Group 8A: Heavy-duty Mechanic/Welder; Body and Fender Man

Group 8B: Field Equipment Servicemen or Fuel Truck Driver

Group 8C: Body and Fender man



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BID BOND
(See Instructions on reverse)

DATE BOND EXECUTED (Must be same or later than bid opening date)

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

- INDIVIDUAL PARTNERSHIP
 JOINT VENTURE CORPORATION

STATE OF INCORPORATION

SURETY(IES) (Name and business address)

PERCENT OF BID PRICE	PENAL SUM OF BOND				BID DATE	BID IDENTIFICATION
	AMOUNT NOT TO EXCEED					
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		INVITATION NO.
					FOR (Construction, Supplies or Services)	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal — (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure so to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL

Signature(s)	1.	2.	Corporate Seal
		(Seal)	
Name(s) & Title(s) (Typed)	1.	2.	

INDIVIDUAL SURETIES

Signature(s)	1.	2.
		(Seal)
Name(s) (Typed)	1.	2.

CORPORATE SURETY(IES)

SURETY A	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		

CORPORATE SURETY(IES) (Continued)

SURETY B	Name & Address		STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1.	2.	\$	
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY C	Name & Address		STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1.	2.	\$	
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY D	Name & Address		STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1.	2.	\$	
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY E	Name & Address		STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1.	2.	\$	
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY F	Name & Address		STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1.	2.	\$	
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY G	Name & Address		STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1.	2.	\$	
	Name(s) & Title(s) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).

4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed herein. Where more than one corporate surety is involved, their names and addresses shall appear

in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)". In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, two or more responsible persons shall execute the bond. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require these sureties to furnish additional substantiating information concerning their financial capability.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

6. Type the name and title of each person signing this bond in the space provided.

7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror".

CONSTRUCTION SPECIFICATION

8. MOBILIZATION

1. SCOPE

The work shall consist of the mobilization of the Contractor's forces and equipment necessary for performing the work required under the contract. Mobilization will not be considered as work in fulfilling the contract requirement for commencement of work.

Mobilization shall include the cost for transportation of personnel, equipment, and operating supplies to the site; establishment of offices, buildings, and other necessary facilities as the site not covered in specific bid items, and other preparatory work at the site. The cost of the entire amount of premiums paid for performance and payment bonds, including coinsurance and reinsurance agreements as applicable shall be paid upon request when evidence of full payment to the surety has been provided to the Contracting Officer.

Work done under this specification shall not include mobilization for any specific item of work for which payment for mobilization is provided elsewhere in the contract.

The specification covers mobilization for work required by the contract at the time of award. If additional mobilization costs are incurred during performance of the contract as a result of changed or added items of work for which the Contractor is entitled to an adjustment in contract price, compensation for such costs will be included in the price adjustment for the item or items of work changed or added.

2. PAYMENT

Payment will be made as the work proceeds, after presentation of invoices by the Contractor showing his own mobilization costs and evidence of the charges of suppliers, subcontractors, and others for mobilization work performed by them. If the total of such payments is less than the contract lump sum for mobilization, the unpaid balance will be included in the price final contract payment. Total payment will be the lump sum contract price for mobilization, regardless of actual cost to the Contractor.

Payment will not be made under this item for the purchase costs of materials having a residual value, the purchase costs of materials to be incorporated in the project, or the purchase costs of operating supplies.

Payment of the lump sum contract price for mobilization will constitute full compensation for all labor, materials, equipment, and all other items necessary and incidental to completion of the work.

3. ITEMS OF WORK AND CONSTRUCTION DETAILS

Items of work to be performed in conformance with this specification and the construction details are:

a. Bid Item 1, Mobilization

- (1) This item consists of the mobilization of the Contractor's equipment and forces for the repair of the expansion joints in the East Maricopa Floodway - Reach 4 and Signal Butte Floodway.

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CONSTRUCTION SPECIFICATION

400. JOINT SEALANT FOR CONCRETE LINED FLOODWAYS

1. SCOPE

The work shall consist of saw cutting and surface preparation of existing or new concrete expansion joints, application of primer, and placement of bond breaker/backer rod material and joint sealant.

2. MATERIALS

Joint sealer Shall be Type S, Grade NS, use NT or T, low modulus silicone conforming to the requirements of ASTM C-920 and shall tolerate submergence by intermittent flood flows.

The sealant shall have the capability to withstand without failure an increase of 100 percent and a decrease of 50 percent of the joint width as measured at the time of application when tested in accordance with ASTM C-719.

The elongation shall be a minimum of 800 percent without failure when tested in accordance with ASTM D-412, and 500 percent without adhesion failure when tested in accordance with ASTM C-719.

Bond breaker or backer rod material shall be compatible with the sealant and conform to the sealant manufacturer's requirements. The bond breaker shall be adequate to support the sealant until fully cured. The material shall not cause extrusion of sealant when compressed to 50% of its placed width.

Primer shall insure proper bond between the sealant and the prepared concrete surface and shall improve adhesion of sealant to concrete surfaces where subject to intermittent flood flows. The primer shall conform to the requirements of the sealant manufacturer and the material data submitted to the Contracting Officer for final approval.

3. SURFACE PREPARATION AND APPLICATION

The sealant manufacturer's representative shall be present during initial installation and as stated in Section 6 to insure that proper surface preparation, application, and handling techniques are being used by the contractor and to evaluate the performance of the sealant.

Sealant removal and refacing of all old sealant and/or joint filler shall be completely removed from the joint to the depth of the saw cut. The removal of sealant or filler from the joint sidewalls may be done with any suitable procedure that does not damage the joint surface or concrete. Power driven wire brushes will not be permitted. The new joint shall be saw cut as required to attain the width and depth shown on the drawings. Concrete cutting equipment shall be equipped with carbide or diamond blades. A water wash with a minimum operating pressure of 90 psi is permissible for the initial removal of contaminants and dried laitance. Flushing shall be done in one direction only.

Cleaning Each joint face shall be sand-blasted. The sand-blasting nozzle must be held at an angle or fitted with deflectors to direct the sand against the joint face within one or two inches of the pavement. A minimum of one pass shall be made for each joint face.

After sand-blasting, the joint cavity shall be cleaned, removing all sand or other debris that would interfere with joint closure. Just prior to priming, the joints shall be air-blasted to remove sand and dust. Air compressors used for sandblasting and airblasting shall be equipped with traps to remove moisture and oil from the air. Air-blasting shall be done in one direction only.

The joint is considered to be clean when no residue is evident after rubbing your finger or dark lint free cloth along the cleaned dry joint face. The joint shall be completely clean and air dried, as determined by the Engineer, for a minimum of 24 hours under natural drying conditions, before proceeding with the application of primer or sealant.

Sealant Installation: The primer coat shall be applied to the clean, dry joint surfaces by brushing or spraying to the full depth of the sealant contact area. Equipment used for the application of primer shall be solvent resistant to prevent gel formation and plugged lines. The primer shall be allowed to dry in accordance with the manufacturer's recommendations.

Bond breaker material shall be placed such that it will prevent adhesion of the sealant with the bottom surface of the prepared joint, and also establish the sealant cross section shown on the drawings.

Joints must be clean and dry when the sealant is installed. Drying of the joint surfaces may only occur from natural weather conditions.

During the sealant placement the nozzle of the sealant applicator shall be moved steadily along the joint, pushing the sealant ahead to form the required cross section. The minimum and maximum temperature of primer and sealant at installation shall be in accordance with the manufacturer's recommendation. See Section 6 for limiting concrete temperatures.

Immediately after placement and before a skin forms, the sealant shall be tooled, forcing it onto the bond breaker surface and against the joint faces. The finished tooled surface shall be recessed below the concrete surface as detailed on the drawings. Excess sealant on the concrete surface shall be removed.

4. DELIVERY AND STORAGE

The sealant material shall be delivered in original, tightly sealed containers, clearly labeled with the manufacturer's name, product identification and lot numbers where applicable.

The unopened sealant material shall be stored out of the weather, in original, tightly sealed containers, as recommended by the manufacturer. Storage temperature shall not exceed 90 degrees fahrenheit.

5. MEASUREMENT AND PAYMENT

For items of work for which specific unit prices are established in the contract, the quantity of repaired joints will be determined to the nearest lineal foot by measurement of acceptably installed joint repairs along each joint. Payment for joint repair will be made at the contract unit price for the type of joint specified. Such payment will constitute full compensation for furnishing, transporting, placement and application of all materials; and saw cutting and preparing the concrete joints including labor, tools, equipment, and all other items necessary and incidental to the completion of the work.

6. ITEMS OF WORK AND CONSTRUCTION DETAILS

Items of work to be performed in conformance with this specification and the construction details are:

a. SIGNAL BUTTE FLOODWAY:

Bid Item 2, Channel Floor
Bid Item 3, Channel Wall
Bid Item 4, Side Inlets

- (1) These items shall consist of removing the existing joint filler and/or sealer within the cut section, preparing the joint surfaces, applying primer, installation of backer-rod and placement of the joint sealant as shown on the drawings.
- (2) The existing preformed expansion joint filler is a cork material conforming to ASTM D 1752, Type II.
- (3) The existing joint sealing compound located in the side inlet and culvert joints, is an elastomeric type II, Class A material conforming to Federal Specification TT-S-00227.
- (4) The minimum 28 day compressive strength of the concrete was 4000 psi.
- (5) The Contractor shall furnish certifications showing that each lot of sealant meets the requirements specified in Section 2, and a letter of assurance from the manufacturer stating that the sealant will tolerate submergence by intermittent flood flows.

b. EAST MARICOPA FLOODWAY REACH-4:

Bid Item 5, Test Joints

- (1) This item shall consist of installation of temperature sensors, saw cutting the existing joints as required to attain the dimensions shown on the drawings, removing the existing backer-rod, joint filler and sealer within the cut section, preparing the joint surfaces, applying primer, installation of bond breaker or backer rod, placement of the joint sealant, and monitoring and evaluation of test joints.

The test section shall consist of nine (9) consecutive joints using three (3) different joint details at locations listed below:

<u>Existing Joint Detail</u>	<u>2 Inch Joint Detail</u>	<u>3 Inch Joint Detail</u>
500+25	503+25	506+25
501+25	504+25	507+25
502+25	505+25	508+25

- (2) The existing preformed expansion joint filler is a sponge rubber material conforming to ASTM D 1752, Type I.
- (3) The existing joint sealing compound is an elastomeric type II, Class A material conforming to Federal Specification TT-S-00227.
- (4) The minimum 28 day compressive strength of the concrete was 4000 psi.
- (5) The Contractor shall submit to the Contracting Officer, for approval, a joint repair plan ten (10) days prior to start of work detailing: (1) the depth (D), and (2) shape and dimensions, of both the sealant and the proposed bond breaker or backer-rod for the two inch and three inch channel joints shown on the drawings. Dimensions shall be in accordance with the sealant manufacturer's requirements and include the allowable tolerances and minimum, or maximums where applicable. The plan shall include the sequence of repair operations and the manufacturer's specifications for all materials that will be used for the joint repair. The plan shall also include the Contractor's plan for installation of sensors, type of equipment to be used, and procedure for monitoring temperatures.
- (6) All materials delivered to the site shall conform to the materials indicated on the Contractor's approved repair plan.
- (7) Concrete temperatures shall be measured at the designated sensor locations and recorded by the Contractor during the beginning and end of the cutting and sealant installation of each test joint and during the performance period described below. Records of temperature measurements shall be maintained at the site and be available to the Engineer.

Concrete temperatures shall be measured two (2) inches below the concrete surface as shown on the drawings. The temperature sensors shall be located within the middle one third of the bottom width of the floodway at Station 505+00 and Station 525+00.

The temperature sensors shall be installed in such a manner as to insure thermal conductivity between the sensor and the surrounding concrete and to accurately measure the temperature of the concrete at the two (2) inch depth. Location of the sensor shall be adequately marked and protected to prevent accidental damage. Marking or protective, barriers shall not alter normal temperature conditions at sensor location.

The sensor shall be a thermocouple or similar device that can be connected to a portable readout instrument. The readout instrument shall be an easily portable (hand held), battery powered instrument. The readout instrument and sensor shall have an accuracy within 2 degrees Fahrenheit (F) over a minimum temperature range of 0°F to 250°F. The response time for readings shall be less than 15 seconds. The readout instrument complete with connecting leads and instruction manual shall become the property of the government at the completion of work.

- (8) Cutting the test joints and installation of the joint sealant shall be limited to periods when the average temperature of the concrete is within the range of 65°F to 115°F.
- (9) Each test joint shall be monitored by the Contractor for a performance period of ten (10) work days after the installation of the sealant. Monitoring shall be performed as required to record the concrete temperature, air temperature, joint width to closest 1/16 in (at mid points of each side slope and channel bottom), and sealant condition corresponding with the approximate high and low daily concrete temperature. The sealant condition shall be evaluated and a written notice of findings be prepared by the sealant manufacturer personnel knowledgeable in sealant performance characteristics. The report of the monitoring data and performance findings shall be provided to the Contracting Officer within seven (7) days after the end of the monitoring period. Work on Bid Item 7 shall not commence until three (3) working days after the Contracting Officer has received the written report on joint performance.
- (10) The Contractor shall furnish certifications showing that each lot of sealant meets the requirements specified in Section 2, and a letter of assurance from the manufacturer stating that the sealant will tolerate submergence by intermittent flood flows.

c. EAST MARICOPA FLOODWAY REACH-4:

Bid Item 6, Side Inlet and Bridge Pier Joints

Bid Item 7, Two Inch Channel Joints

- (1) These items shall consist of saw cutting the existing joints as required to attain the dimensions shown on the drawings, removing the existing backer rod, joint filler and sealer within the cut section, preparing the joint surfaces, applying primer, installation of bond breaker or backer-rod and placement of the joint sealant. Two inch channel joints as shown on the approved joint repair plan submitted in Bid Item 5 shall be installed at all existing channel joint locations including the test joints at Stations 500+25, 501+25, and 502+25.
- (2) The existing preformed expansion joint filler is a sponge rubber material conforming to ASTM D 1752, Type I.
- (3) The existing joint sealing compound is an elastomeric type II, Class A material conforming to Federal Specification TT-S-00227.
- (4) The minimum 28 day compressive strength of the concrete was 4000 psi.
- (5) All materials delivered to the site shall conform to the materials indicated on the Contractors approved repair plan.
- (6) Concrete temperatures shall be measured at the designated sensor locations and recorded by the Contractor during the beginning and end of the cutting and sealant installation of each joint. Copies of these records shall be provided to the Engineer on a weekly basis.

Concrete temperatures shall be measured using the sensors installed as specified in Bid Item #5.

Cutting the joints and installation of the joint sealant shall be limited to periods when the average temperature of the concrete is within the range of 65°F to 115°F.
- (7) The Contractor shall furnish certification showing that each lot of sealant meets the requirements specified in Section 2, and a letter of assurance from the manufacturer stating that the sealant will tolerate submergence by intermittent flood flows.