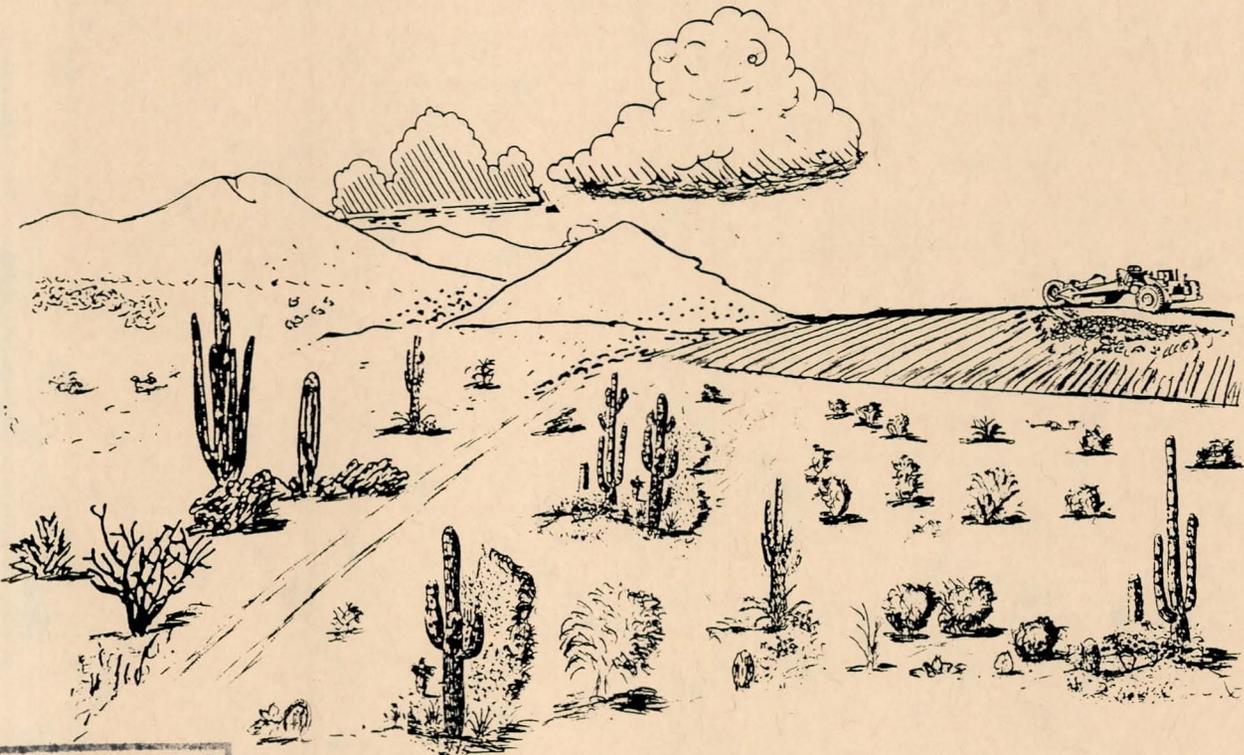


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Phoenix, AZ 85009

# PLANS SPECIFICATIONS AND CONTRACT

## FOR THE CONSTRUCTION OF VINEYARD ROAD F.R.S. EMBANKMENT & DRAINFILL REPAIR



|                                    |        |
|------------------------------------|--------|
| FLOOD CONTROL DISTRICT<br>RECEIVED |        |
| JUN 16 1989                        |        |
| CH ENG                             | P & PM |
| DEP                                | HYDRO  |
| ADMIN                              | LMGT   |
| FINANCE                            | FILE   |
| C & G                              |        |
| ENGR                               |        |
| REMARKS                            |        |

FOR  
THE FLOOD CONTROL DISTRICT  
OF  
MARICOPA COUNTY

BY  
THE SOIL CONSERVATION SERVICE  
UNITED STATES DEPARTMENT  
OF AGRICULTURE

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

1. SOLICITATION NO. SCS-2-AZ-89  
2. TYPE OF SOLICITATION  
[X] SEALED BID (IFB)  
[ ] NEGOTIATED (RFP)  
3. DATE ISSUED  
June 14, 1989

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)  
USDA SOIL CONSERVATION SERVICE  
201 E. INDIANOLA AVE., SUITE 200  
PHOENIX, AZ 85012  
8. ADDRESS OFFER TO  
(U.S. Mail Delivery)  
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):

Vineyard Road Floodwater Retarding Structure embankment and drain repair. The work is located in the Williams-Chandler Watershed, approximately 6 miles southeast of Apache Junction, Pinal County, Arizona

Price Range: Between \$250,000 and \$500,000

11. The Contractor shall begin performance within 20 calendar days and complete it within 114 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.)<br><input checked="" type="checkbox"/> YES [        ] NO | 12B. CALENDAR DAYS<br><br>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 July 13, 1989 (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<br>(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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[For this Solicitation, there are NO provisions in this Section]. 55

PART I - THE SCHEDULE

---

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

---

| <u>Bid Item</u> | <u>Work or Material</u> | <u>Spec. No.</u> | <u>Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Amount</u> |
|-----------------|-------------------------|------------------|-----------------|-------------|-------------------|---------------|
| 1.              | Clearing & Grubbing     | 2                | 6.6             | Ac.         | \$ _____          | \$ _____      |
| 2.              | Structure Removal       | 3                | 1               | L.S.        | \$ <u>XXX</u>     | \$ _____      |
| 3.              | Survey                  | 7                | 1               | L.S.        | \$ <u>XXX</u>     | \$ _____      |
| 4.              | Mobilization            | 8                | 1               | L.S.        | \$ <u>XXX</u>     | \$ _____      |
| 5.              | Common Excavation       | 21               | 8,690           | C.Y.        | \$ _____          | \$ _____      |
| 6.              | Trench Excavation       | 21               | 5,590           | C.Y.        | \$ _____          | \$ _____      |
| 7.              | Dike Excavation         | 21               | 31,300          | C.Y.        | \$ _____          | \$ _____      |
| 8.              | Earthfill               | 23               | 8,730           | C.Y.        | \$ _____          | \$ _____      |
| 9.              | Drainfill               | 24               | 6,270           | C.Y.        | \$ _____          | \$ _____      |

TOTAL AMOUNT BID \$ \_\_\_\_\_

AWARD RESTRICTION (AUGUST 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.

SECTION D - PACKAGING AND MARKING

---

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

SECTION E - INSPECTION AND ACCEPTANCEE.1 CLAUSES INCORPORATED BY REFERENCE  
(FAR 52.252-2) ALTERNATE I (JUN 1988)

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<br>NUMBER | DATE     | TITLE                      |
|------------------|----------|----------------------------|
| 52.246-12        | JUL 1986 | INSPECTION OF CONSTRUCTION |

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE  
(FAR 52.252-2) ALTERNATE I (JUN 1988)

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<br>NUMBER | DATE     | TITLE                           |
|------------------|----------|---------------------------------|
| 52.212-11        | APR 1984 | VARIATION IN ESTIMATED QUANTITY |
| 52.212-12        | APR 1984 | SUSPENSION OF WORK              |

F.2 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 114 days after receipt of notice to proceed. The time stated for completion shall include final cleanup of the premises.

F.3 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 \$303.00 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.4 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.

SECTION G - CONTRACT ADMINISTRATION DATA

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

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

---

### H.1 ORGANIZATIONAL CONFLICTS OF INTEREST (USDA 452.209-70) (FEB 1988)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

### H.2 POST AWARD CONFERENCE (USDA 452.215-76) (FEB 1988)

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 Avenue, Suite 200  
Phoenix, AZ 85012

H.3 CONFIDENTIALITY OF INFORMATION (USDA 452.224-70)  
(FEB 1988)

(a) Confidential information, as used in this clause, means (1) information or data of a personal nature proprietary about an individual, or (2) information of data submitted by or pertaining to an institution or organization.

(b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.

(c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

(d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(e) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution or organization.

(f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the Contracting Officer does not pose any objections in writing within the 45 day period, the Contractor may proceed with disclosure. Disagreements not resolved by the Contractor and Contracting Officer will be settled pursuant to the "Disputes" clause.

(g) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

(h) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

H.4 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.5 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.6 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.7 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.8 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.

##### Other Physical Data

#### H.9 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.10 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.11 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.12 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.13 OPERATIONS AND STORAGE AREAS  
(FAR 52.236-10) (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

H.14 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.15 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.16 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.17 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.18 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.19 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.20 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.21 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.22 CONTROL OF EROSION, SEDIMENTATION AND POLLUTION (USDA 452.236-74) (FEB 1988)

(a) 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.).

(b) Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged on 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.

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

H.23 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 hrs/day Monday through Friday. The Contractor's proposed hours of work are to include daily starting and stopping times.

H.24 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE  
(FAR 52.223-5) (MAR 1989)

(a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract at which employees of the Contractor are prohibited from engaging in possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will--

(1) Publish a statement notifying such employees

that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish a drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in the statement required by subparagraph (b)(1) of this provision that as a condition of continued employment on the contract resulting from this solicitation, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction

(5) Notify the contracting officer within ten (10) days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving action notice of such conviction; and

(6) Within 30 days after receiving notice under subparagraph (a)(4) of this provision of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace;

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i)).

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) and (c) of an 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.

#### H.25 DRUG-FREE WORKPLACE (FAR52.223-6) (MAR 1989)

(a) Definitions. As used in this clause,

"Controlled substance: means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract at which employees of the contractor are prohibited from engaging in possession, or use of a controlled substance.

"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract.

"Individual" means an offeror/contractor that has not more than one employee including the offeror/contractor.

(b) The contractor, if other than an individual, shall--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the action that will be taken against employees for violations of such prohibition;

(2) Establish a drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The contractor's policy of maintaining drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in the statement required by subparagraph (b)(1) of this clause, that as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(5) Notify the contracting officer within ten (10) days after receiving notice under subdivision (a)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;

(6) Within 30 days after receiving notice under subparagraph (a)(4) of this clause of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award to the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) and (c) of this clause may, pursuant to FAR 23.506, render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

PART II - CONTRACT CLAUSES

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SECTION I - CONTRACT CLAUSES

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I.1 CLAUSES INCORPORATED BY REFERENCE  
(FAR 52.252-2) ALTERNATE I (JUN 1988)

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<br>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 1988 | PRICE REDUCTION FOR DEFECTIVE<br>COST OR PRICING DATA --<br>MODIFICATIONS -- SEALED BIDDING |
| 52.214-28        | APR 1985 | SUBCONTRACTOR COST OR<br>PRICING DATA -- MODIFICATIONS<br>-- SEALED BIDDING                 |
| 52.214-29        | JAN 1986 | ORDER OF PRECEDENCE --<br>SEALED BIDDING  |
| 52.219-8         | JUN 1985 | UTILIZATION OF SMALL<br>BUSINESS CONCERNS AND<br>SMALL DISADVANTAGED<br>BUSINESS CONCERNS   |
| 52.219-13        | AUG 1986 | UTILIZATION OF WOMEN-<br>OWNED SMALL BUSINESSES   |
| 52.220-2         | APR 1984 | NOTICE OF TOTAL LABOR SURPLUS AREA<br>SET-ASIDE   |
| 52.220-3         | APR 1984 | UTILIZATION OF LABOR<br>SURPLUS AREA CONCERNS   |
| 52.222-1         | APR 1984 | NOTICE TO THE GOVERNMENT<br>OF LABOR DISPUTES   |
| 52.222-3         | APR 1984 | CONVICT LABOR   |
| 52.222-4         | MAR 1986 | CONTRACT WORK HOURS AND<br>SAFETY STANDARDS ACT --<br>OVERTIME COMPENSATION                 |
| 52.222-6         | FEB 1988 | DAVIS-BACON ACT   |

|           |          |  |
|-----------|----------|--|
| 52.222-7  | FEB 1988 | WITHHOLDING OF FUNDS   |
| 52.222-8  | FEB 1988 | PAYROLLS AND BASIC RECORDS   |
| 52.222-9  | FEB 1988 | APPRENTICES AND TRAINEES   |
| 52.222-10 | FEB 1988 | COMPLIANCE WITH COPELAND ACT REQUIREMENTS  |
| 52.222-11 | FEB 1988 | SUBCONTRACTS (LABOR STANDARDS)   |
| 52.222-12 | FEB 1988 | CONTRACT TERMINATION - DEBARMENT   |
| 52.222-13 | FEB 1988 | COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS                            |
| 52.222-14 | FEB 1988 | DISPUTES CONCERNING LABOR STANDARDS  |
| 52.222-15 | FEB 1988 | CERTIFICATION OF ELIGIBILITY   |
| 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   |
| 52.222-37 | JAN 1988 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA    |
| 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                    |
| 52.232-5  | APR 1989 | PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS                                  |
| 52.232-17 | APR 1984 | INTEREST   |
| 52.232-23 | JAN 1986 | ASSIGNMENT OF CLAIMS   |
| 52.233-1  | APR 1984 | DISPUTES ALTERNATE I (APR 1984)  |
| 52.233-3  | JUN 1985 | PROTEST AFTER AWARD  |
| 52.243-4  | AUG 1987 | CHANGES  |
| 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) ALTERNATE II (APR 1984)                         |

## I.2 ANTI-KICKBACK PROCEDURES (FAR 52.203-7) (OCT 1988)

## (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.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"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 contract or 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 the 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 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.3 PROMPT PAYMENT (APR 1989)

Notwithstanding any other payment clause 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. The term "foreign vendor" means an incorporated concern not incorporated in the United States, or an unincorporated concern having its principal place of business outside the United States.

(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 supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

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

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) The due date on contracts for meat and meat food products, contracts for perishable agricultural commodities, contracts for dairy products, edible fats or oils, and food products prepared from edible fats or oils, and contracts not requiring submission of an invoice shall be as follows:

(i) The due date for meat and meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)) and further defined in Pub.L. 98-181 to include any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, will be as close as possible to, but not later than, the 7th day after product delivery.

(ii) The due date for perishable agricultural commodities, as defined in section 1(4) of the perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(44)), will be as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(iii) The due date for dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 450(e)), edible fats or oils, and food products prepared from edible fats or oils, will be as close as possible to, but not later than the 10th day after the date on which a proper invoice has been received.

(4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(4)(i) through (a)(4)(viii) of this clause. If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office (3 days for meat and meat food products and 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils). Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner describe in subparagraph (a)(6) of this clause.

- (i) Name and address of the contractor.
- (ii) Invoice date.
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (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 other requirements of the contract (such as evidence of shipment).

(5) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(5)(i) through (a)(5)(iii) of this clause are met, if applicable. An interest penalty shall not be paid on contracts awarded to foreign vendors outside the United States for work performed outside the United States.

- (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, or contractor compliance with any contract term or condition.

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

(6) 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 day after the due 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. If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in subparagraph(a)(4) 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 shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(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 7 days (3 days for meat and meat food products and 5

days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(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.

(7) An interest penalty shall also be paid automatically by the designated payment office, without request from the Contractor, or if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(6) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(8) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the Contractor-

(i) Is owed an interest penalty;

(ii) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(iii) Makes a written demand, not later than 40 days after the date the invoice amount is paid, that the agency pay such a penalty.

(b) Contract Financing Payments.

(1) For purposes of this clause, "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. Contract financing payments include advance payments, progress payments based on cost under the clause at 52.232-16, Progress Payments, progress payments based on a percentage or stage of completion (32.102(e)(1)) other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts, and interim payments on cost type contracts.

(2) For contracts that provide 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 (insert day as prescribed by Agency head; if not prescribed, insert 30th day) day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of specific financing request is required to ensure compliance with the terms and conditions fo the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) For advance payments, 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 Officer.

(4) Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

I.4 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.

I.5 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.

PART III - LIST OF DOCUMENTS, EXHIBITS  
AND OTHER ATTACHMENTS

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SECTION J - LIST OF ATTACHMENTS

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J.1 LIST OF ATTACHMENTS (USDA 452.252-70) (FEB 1988)

SCS Supplement to OSHA Parts 1920 and 1926  
Wage Decision No. AZ89-2 with modifications  
Standard Form 24, Bid Bond

CONSTRUCTION SPECIFICATIONS

- 1 Clearing and Grubbing (2 pages)
- 3 Structure Removal (3 pages)
- 5 Pollution Control (3 pages)
- 7 Engineering Construction Surveys (4 pages)
- 8 Mobilization (2 pages)
- 10 Water for Construction (2 pages)
- 11 Removal of Water (3 pages)
- 21 Excavation (7 pages)
- 23 Earthfill (8 pages)
- 24 Drainfill (5 pages)

MATERIAL SPECIFICATIONS

- 521 Aggregates for Drainfill and Filters (1 page)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS

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K.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 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. |
|----------|--------------|------------------|----------|
|----------|--------------|------------------|----------|

(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.3 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.4 TYPE OF BUSINESS ORGANIZATION--SEALED BIDDING  
(FAR 52.214-2) (JUL 1987)

The bidder, by checking the applicable box, represents that--

(a) It operates as  a corporation incorporated under the laws of the State of \_\_\_\_\_,  an individual,  a partnership,  a nonprofit organization, or  a joint venture; or

(b) If the bidder is a foreign entity, it operates as  an individual,  a partnership,  a nonprofit organization,  a joint venture, or  a corporation, registered for business in \_\_\_\_\_ (country).

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 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.10 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.11 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.12 CONFIDENTIALITY OF INFORMATION (USDA 452.224-70)  
(FEB 1988)

(a) Confidential information, as used in this clause, means (1) information or data of a personal nature proprietary about an individual, or (2) information of data submitted by or pertaining to an institution or organization.

(b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.

(c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the

contract. Failure to agree will be settled pursuant to the "Disputes" clause.

(d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(e) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution or organization.

(f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the Contracting Officer does not pose any objections in writing within the 45 day period, the Contractor may proceed with disclosure. Disagreements not resolved by the Contractor and Contracting Officer will be settled pursuant to the "Disputes" clause.

(g) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

(h) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES  
TO OFFERORS

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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<br>NUMBER | DATE     | TITLE  |
|---------------------|----------|--|
| 52.214-1            | JUL 1987 | SOLICITATION DEFINITIONS -- SEALED BIDDING                     |
| 52.214-3            | APR 1984 | ACKNOWLEDGEMENT OF AMENDMENTS<br>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<br>BIDDERS                          |
| 52.214-7            | APR 1984 | LATE SUBMISSIONS,<br>MODIFICATIONS, AND<br>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 should be submitted in writing to the Contracting Officer. Offerors should contact only the contracting officer issuing the solicitation about any aspect of this requirement prior to contract award.

L.3 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION  
(FAR 52.214-19) (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.

L.4 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<br>Aggregate Workforce<br>% |
|-------|---|
| ALL   | 16.8  |

Goals for female participation for each trade:

| Trade | Percent of Contractor<br>Aggregate Workforce<br>% |
|-------|---|
| 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 based 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:  
Pinal County, Arizona

L.5 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, Labor Surplus
- (c) Small business 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.6 NOTICE OF REQUIRED BID GUARANTEE  
(USDA 452.228-70) (FEB 1988)

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

(a) The Government is planning a pre-bid/pre-proposal conference and site visit during which potential offerors may obtain a better understanding of the work required.

(b) 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.

(c) 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.

(d) 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.

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

(f) 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 to the solicitation. 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.

(g) The conference will be held:

Date: June 21, 1989 and June 22, 1989

Time: 9:00 a.m.

Location: Meet 2.5 miles south of Apache Boulevard  
on Ironwood Road

## L.8 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

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. AZ89-2

Supersedes General Wage Decision No. AZ88-2

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. 23, 1989    | 19          |
| 2   | Mar. 31, 1989    | 17,22       |
| 3   | May 5, 1989      | 16-27       |
| 4   | May 26, 1989     | 19          |
| 5   | June 2, 1989     | 19          |



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|  | Basic<br>Hourly<br>Rates | Fringe<br>Benefits |
|--|--------------------------|--------------------|
| <b>BRICKLAYERS; Stonemasons:</b>   |                          |                    |
| 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               |
| <b>CARPENTERS:</b>   |                          |                    |
| Carpenters   | 14.00                    | 3.00               |
| Piledrivermen  | 14.50                    | 3.00               |
| <b>MILLWRIGHTS:</b>  |                          |                    |
| Northern Area  | 19.29                    | 2.59               |
| Central and Southern Area  | 16.29                    | 2.59               |
| <b>CEMENT MASONS:</b>  |                          |                    |
| Zone 1:  |                          |                    |
| Northern Area:   |                          |                    |
| Cement Masons  | 18.505                   | 3.05               |
| Concrete Troweling Machine; Sawing<br>and Scoring Machine; Curb and<br>Gutter Machine  | 18.74                    | 3.05               |
| Central & Southern Areas:  |                          |                    |
| Cement Masons  | 16.005                   | 3.05               |
| Concrete Troweling Machine; Sawing<br>and Scoring Machine; Curb and<br>Gutter Machine  | 16.24                    | 3.05               |
| Zone 2:  |                          |                    |
| Cement Masons  | 16.445                   | 2.62               |
| Concrete Troweling Machine; Sawing<br>and Scoring Machine; Curb and<br>Gutter Machine; Clay and similar type<br>of power Screed Operator | 16.68                    | 2.62               |
| <b>ELECTRICIANS:</b>   |                          |                    |
| Area 1:  |                          |                    |
| Electricians   | 16.81                    | 1.30+ 3.75%        |
| Cable Splicers   | 18.16                    | 1.30+ 3.75%        |
| Area 2:  |                          |                    |
| Electricians' Technicians; Cable Spli-<br>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  | 5.40  |       |
| Southern Area  | 16.00  | 5.40  |       |
| Central Area   | 16.00  | 5.40  |       |
| 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  |       |



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LINE CONSTRUCTION:

Zone 1:

|  |       |       |      |
|--|-------|-------|------|
| Groundmen                                  | 13.41 | 4.75+ | 3.5% |
| Equipment Operator; Powdermen & Mechanics  | 15.83 | 4.75+ | 3.5% |
| 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)



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## 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 |
| 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 | 16.00 | 3.78 |
| Industrial | 19.34 | 3.78 |

## \*POWER EQUIPMENT OPERATORS:

|         |       |      |
|---------|-------|------|
| Group 1 | 11.99 | 3.28 |
| Group 2 | 14.66 | 3.28 |
| Group 3 | 15.57 | 3.28 |
| Group 4 | 16.42 | 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 |
| 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 |



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|          |       |      |
|----------|-------|------|
| 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.

#### 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 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



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**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 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



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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:** Cochise, Graham, Pima, Santa Cruz, Yuma & Greenlee Cos. & those portions of Pinal & Gila Cos. located south of the 33rd parallel  
**Central Area:** All parts of Arizona not in the Northern or Southern 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 in Yuma



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## PLUMBERS &amp; 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 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 - Tarmen; Spikers; Wrenchers - Creosote Tiaman; 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 Nozzlemán (low and high pressure); Scaler (using Bos n's Chair or Safety Belt); Tamper (mechanical - all types); Sandblaster (Nozzlemán); 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: A Frame Boom Truck, Winch Truck, Air Compressor Operator, Beltorete Operator, Boring Bridge and Texture, Concrete Mixer Operator (skip type), Conductor, Brakeman, Handler, Conveyor Operator, Cross Timing and Pipe Float, Curing Machine Operator, Dinky Operator (under 20 tons), Elevator Hoist Operator (husky and similar), Firemen (all), Forklift and Ross carrier Operator, Generator operator (all), Highline Cableway Signalmán, Hydrographic



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Mulcher, Hydrographic seeder, Joint Inserter, Jumbo Finishing Machine, Kolman Belt Loader Operator, Machine Conveyor Operator, Multiple Power Concrete Saw Operator, Oiler, Pavement Breaker, Power Grizzly Operator, Power Sweeper, Pressure Grout Machine Operator (as used in heavy engineering construction), Pump Operator, Roller Operator (except as otherwise classified), Self-Propelled Chip Spreading Machine, Skiploader (3-1/2 c.y. and less), Slurry Seal Machine Operator (moto paver driver), Small Self-Propelled Compactor (with blade) - backfill, ditch operation, Straw Blower, Tractor Operator (D-5 and under), Tripper Operator, Tugger Operator, Welding Machine Operator, Wheel-Type Tractor Operator (Ford, Ferguson type with attachments, BeeGee etc.)

Group 2: Aggregate Plant Operator (including crushing, screening and sand plants, etc.), Asphalt Plant Mixer Operator, Asphalt Laydown Machine Operator, Backhoe Operator (rubber tire or track less than 1 c.y. MRC), Boring machine Operator, Concrete Batch Plant Operator (all types and sizes), Concrete Mechanical Tamping, Spreading or Finishing Machine Operator (including Clary, Johnson or similar types), Concrete Mixer Operator (paving type and mobile mixers), Concrete Pump Operator, Crane Operator (crawler and pneumatic less than 15 ton capacity MRC), Drilling Machine Operator (including water wells), Elevating Grader Operator (all types and sizes, except as otherwise classified), Field Equipment Serviceman, Grade Checker (excluding Civil Engineer), Locomotive Engineer (including Dinky 20 tons weight and over), Moto-Paver (and similar type equipment) Operator, Motor Grader Operator (any type power blade-rough), Oiler Driver, Operating Engineer Rigger, Pneumatic Tired Scraper Operator (all sizes and types), Power Jumbo Form Setter Operator, Road Oil Mixing Machine Operator, Roller Operator (on all types asphalt pavement), Screed Operator, Self-Propelled Compactor (with blade) (815, 825 or equivalent - grade operation), Skip Loader Operator (all types with a rated capacity over 3 1/2 but less than 6 c.y.), Slip Form Operator (power driven lifting device for concrete forms), Soil Cement Road Mixing Machine Operator (single Pass type), Stationary Pipe-Wrapping and Cleaning Machine Operator, Surface Heater and Planer Operator Tractor Operator (dozer, pusher - all), Traveling Pipe-Wrapping Machine Operator, Trenching Machine Operator, Tugger (two or more)

Group 3: 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 Pump Operator (truck mounted, with boom attached), Crane Operator (crawler and pneumatic over 15 tons and less than 100 ton capacity MRC), Crawler-Type Tractor Operator (with boom attachment and slope bar), Derrick Operator, Gradall Operator, Heavy Duty Mechanic/Welder, Helicopter Hoist Operator or Pilot, Highline Cableway Operator, Mass Excavator Operator (150 Bucyrus, Erie and similar type), Mechanical Hoist Operator (two or more drums), Motor Grader Operator (any type power blade-finish), Mucking Machine Operator, Operating Engineers Electrician (including lineman, tower erector, cable splicer, etc.), Overhead Crane Operator, Piledriver Engineer (portable stationary or skid rig), Power Driver Ditch Lining or Ditch Trimming Machine Operator, Remote Control Earth



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Moving Machine Operator Skip Loader Operator (all types with rated capacity 6 c.y. but less than 10 c.y.), Slip Form Paving Machine Operator (including Gunnert, Zimmerman and similar types), Tower Crane (or similar type), Universal Equipment Operator (shovel, backhoe, dragline, clamshell, etc., up to 10 c.y.).

Group 4: Crane Operator (pneumatic or crawler - 100 ton hoisting capacity and over MRC rating), Skip Loader Operator (all types with rated capacity of 10 c.y. or more), Universal Equipment Operator (shovel, backhoe, dragline, clamshell, etc., 10 c.y. 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); Dumpter or Dumpster (less than 7 cu. yds.); Water Truck (2500 gallons but less than 4000 gallons); Tireman

Group 4: Dumpter 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)

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)



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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

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))

27 (May 5, 1989)

**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)

**PENAL SUM OF BOND**

**BID IDENTIFICATION**

| PERCENT OF BID PRICE | AMOUNT NOT TO EXCEED |             |            |       | BID DATE                                 | INVITATION NO. |
|----------------------|----------------------|-------------|------------|-------|--|----------------|
|                      | MILLION(S)           | THOUSAND(S) | HUNDRED(S) | CENTS |  |                |
|                      |                      |             |            |       |  |                |
|                      |                      |             |            |       | 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 |
|                            |    |    |                |
| Name(s) & Title(s) (Typed) | 1. | 2. |                |
|                            |    |    |                |

**INDIVIDUAL SURETIES**

|                 |    |    |
|-----------------|----|----|
| Signature(s)    | 1. | 2. |
|                 |    |    |
| 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)**

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

### 2. CLEARING AND GRUBBING

#### 1. SCOPE

The work shall consist of the clearing and grubbing of designated areas by removal and disposal of trees, snags, logs, stumps, shrubs and rubbish.

#### 2. MARKING

The limits of the areas to be cleared and grubbed will be marked by means of stakes, flags, tree markings or other suitable methods. Trees to be left standing and uninjured will be designated by special markings placed on the trunks at a height of about six feet above the ground surface.

#### 3. REMOVAL

All trees not marked for preservation and all snags, logs, brush, stumps, shrubs and rubbish shall be removed from within the limits of the marked areas. Unless otherwise specified, all stumps, roots and root clusters having a diameter of one inch or larger shall be grubbed out to a depth of at least two feet below subgrade elevation for concrete structures and one foot below the ground surface at embankment sites and other designated areas.

#### 4. DISPOSAL

All materials removed from the cleared and grubbed areas shall be burned or buried at locations shown on the drawings or as specified in Section 6 of this specification.

#### 5. MEASUREMENT AND PAYMENT

For items of work for which specific unit prices are established in the contract, the cleared and grubbed area will be measured to the nearest 0.1 acre. Payment for clearing and grubbing will be made for the total area within the designated limits at the contract unit price. Such payment will constitute full compensation for all labor, equipment, tools and all other items necessary and incidental to the completion of the work.

Compensation for any item of work described in the contract but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in Section 7 of this specification.

6. 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, Clearing and Grubbing

- (1) This item shall consist of clearing and grubbing all areas as shown on the drawings and staked in the field.
- (2) Materials resulting from the clearing and grubbing operations that are to be burned shall be carried out in accordance with state, county, and local regulations. Burning shall take place within the refuse areas shown on the drawings.
- (3) If materials resulting from the clearing and grubbing operations are disposed of by burying, they shall be buried a minimum of 24 inches below the existing ground surface in the refuse areas shown on the drawings. When disposal is complete, the refuse areas shall be smoothed and graded to blend with the surrounding terrain.

## CONSTRUCTION SPECIFICATION

### 3. STRUCTURE REMOVAL

#### 1. SCOPE

The work shall consist of the removal, salvage and disposal of structures (including fences) from the designated areas.

#### 2. MARKING

The limits of the areas from which structures must be removed will be marked by means of stakes, flags or other suitable methods. Structures to be preserved in place or salvaged will be designated by special markings.

#### 3. REMOVAL

Within the areas so marked all visible structures and attachments and all buried structures located and identified by survey stakes shall be removed to the specified extent and depth.

#### 4. SALVAGE

Structures that are designated to be salvaged shall be carefully removed and neatly placed in the specified storage areas. Salvaged structures that are capable of being disassembled shall be dismantled into individual members or sections. Such structures shall be neatly match marked with paint prior to disassembly. All pins, nuts, bolts, washers, plates and other loose parts shall be marked or tagged to indicate their proper locations in the structure and shall be fastened to the appropriate structural member or packed in suitable containers. Materials from fences designated to be salvaged shall be placed outside the work area on the property from which they were removed. Wire shall be rolled into uniform rolls of convenient size. Posts and rails shall be neatly piled.

#### 5. DISPOSAL OF REFUSE MATERIALS

Refuse materials resulting from structure removal shall be burned or buried at location shown on the drawings or as specified in Section 7 of this specification.

#### 6. MEASUREMENT AND PAYMENT

For items of work for which specific lump sum prices are established in the contract, payment for structure removal will be made at the contract lump sum price.

Such payment will constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work.

Compensation for any item of work described in the contract but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in Section 7 of this specification.

7. 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 2, Structure Removal

- (1) This item shall consist of the removal and disposal of all non-fill materials within the trench excavation limits of the test cells including: plastic liner (100 mil HDPE, cell 5, only), piezometers, wires, steel and plastic pipe, and wood.
- (2) Materials resulting from structure removal shall be disposed of or salvaged by the contractor at sites of his own choosing away from the site of the work. Disposal shall be carried out in accordance with state, county, and local regulations.

## CONSTRUCTION SPECIFICATION

### 5. POLLUTION CONTROL

#### 1. SCOPE

The work shall consist of installing measures or performing work to control erosion and minimize the production of sediment, dust and other pollutants to water and air during construction operations in accordance with these specifications.

#### 2. MATERIALS

All materials furnished shall meet the requirements of the Material Specifications listed in Section 8 of this specification.

#### 3. EROSION AND SEDIMENT CONTROL MEASURES AND WORKS

The work and measures shall include but not be limited to the following, as shown on the drawings or as specified in Section 8 of this specification.

Staging of Earthwork Activities - The excavation and moving of soil materials shall be scheduled so that the smallest possible areas will be unprotected from erosion for the shortest time feasible.

Seeding - Seedings to protect disturbed areas shall be as specified on the drawings or in Section 8 of this specification.

Mulching - Mulching shall be used to provide temporary protection to soil surfaces from erosion.

Diversions - Diversions shall be used to divert water away from work areas and/or to collect runoff from work areas for treatment and safe disposition.

Stream Crossings - Culverts or bridges shall be used where equipment must cross streams.

Sediment Basins - Sediment basins shall be used to settle and filter out sediment from eroding areas to protect properties and streams below the construction site.

Straw Bale Filters - Straw bale filters shall be used to trap sediment from areas of limited runoff. Bales are temporary and shall be removed when permanent measures are installed.

Waterways - Waterways shall be used for the safe disposal of runoff from fields, diversions and other structures or measures.

4. CHEMICAL POLLUTION

The Contractor shall provide watertight tanks or barrels or construct a sump sealed with plastic sheets to be used to dispose of chemical pollutants (such as drained lubricating or transmission oils, greases, soaps, asphalt, etc.) produced as a by-product of the project's work. At the completion of the construction work, sumps shall be voided without causing pollution as specified in Section 8 of this specification.

Sanitary facilities such as pit toilets, chemical toilets, or septic tanks shall not be placed adjacent to live streams, wells, or springs. They shall be located at a distance sufficient to prevent contamination of any water sources. At the completion of construction work, facilities shall be disposed of without causing pollution as specified in Section 8 of this specification.

5. AIR POLLUTION

Local and state regulations concerning the burning of brush or slash or disposal of other materials shall be adhered to.

Fire prevention measures shall be taken to prevent the start or the spreading of fires which result from project work. Fire breaks or guards shall be constructed at locations shown on the drawings.

All public access or haul roads used by the contractor during construction of the project shall be sprinkled or otherwise treated fully suppress dust.

6. MAINTENANCE, REMOVAL ,AND RESTORATION

All pollution control measures and works shall be adequately maintained in a functional condition as long as needed during the construction operation. All temporary measures shall be removed and the site restored to as nearly to original conditions as practicable.

7. MEASUREMENT AND PAYMENT

Compensation for any item of work described in the contract but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items, and the items to which they are made subsidiary, are identified in Section 8 of this specification.

8. ITEMS OF WORK AND CONSTRUCTION DETAILS

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

a. Subsidiary Item, Pollution Control

- (1) This item shall consist of all work and materials required to control pollution.
- (2). The Contractor is responsible for maintaining air, water, and vegetative quality within the work area.

Methods include:

- (a) Establishing turn areas, haul roads, work site access roads, temporary building sites, equipment yards, etc., in approved locations best suited to prevent contamination of air and water and minimize erosion and destruction of existing vegetation.
  - (b) Staging earthwork activities.
- (3) Section 7, Measurement and Payment, no separate payment will be made for pollution control. Compensation for this work will be included in the payment for Bid Item 8, Earthfill, and Bid Item 9 Drainfill.

7. ENGINEERING CONSTRUCTION SURVEYS

1. SCOPE

The work consists of performing all surveys required for (1) layout of the work, (2) construction control, and (3) quantity surveys for progress payment estimates from baselines and bench marks established by the Government. It includes furnishing all the necessary equipment, labor, and materials. Not included is work required for making the original and final surveys for computing quantities.

2. EQUIPMENT AND MATERIALS

Equipment used for all construction surveys shall be of a quality and condition that provides the specified accuracy. The equipment shall be maintained in good working order and good adjustment. Records of calibration tests and adjustments shall be maintained and be available for inspection by the Government

Materials include all the necessary field notebooks, stakes, templates, platforms, equipment, spikes, steel pins, tools, and other accessories required for layout and construction control of all of the work.

3. QUALITY OF WORK

Surveys shall be certified by a Land Surveyor or Engineer licensed by the State. The work shall be performed to the accuracy and detail appropriate for the location and type of job. Daily quantities of earthwork may be estimated from load count or equivalent measurement (within 25 percent  $\pm$ ); measurement for progress payments should be accurate within 10 percent  $\pm$ /

Notes, sketches, and other data shall be complete, recorded neatly, and organized in a manner that will allow reproduction of copies for job documentation.

Differential leveling shall be third order with such precision that the error of closure (in feet) shall not exceed plus or minus 0.1 times the square root of the distance (in miles). The elevations of bench marks and temporary bench marks shall be determined and recorded to the nearest 0.01 foot.

Transit traverses shall be third order with such precision that; (1) the linear error of closure shall not exceed one foot in 3,000 feet, and (2) the angular error of closure shall not exceed 1.0 minute times the square root of the number of angles turned.

Surveys will be reviewed periodically and randomly checked by the Government to assure that the specified quality is being maintained.

4. PRIMARY CONTROL

The base lines and bench marks for primary control, which are necessary to establish the lines and grades needed for construction, will be established by the Government. They will be shown on the drawings and located on the ground before construction.

The base lines and benchmarks shall be used as the origin of all surveys needed to establish lines and grades for construction.

5. CONSTRUCTION SURVEY AND MEASUREMENT RECORDS

All survey data will be recorded in fully identified, bound field notebooks. Pages shall be numbered consecutively. The required books shall be turned over to and become the property of the Government, prior to acceptance of the work or any part of this work. All entries shall be legible, reproducible, and follow the format in Soil Conservation Service TR-62, "Engineering Layout, Notes, Staking and Calculations." The bound field note books shall be available at all times during the progress of the work for examination and use by the Government. Copies of field book notes shall be made available to the Contracting Officer upon request. Electronically generated survey data and computations shall be bound, paginated, and referenced in the bound field notebook containing the survey control in a manner that will make all of the information intelligible and permanent. All field notes and printed data shall include the purpose or description of the work, the date the work was performed, the weather (if field work), the individual or individuals who performed and checked the work and sketches and other information pertinent to the work.

6. STAKING

The location and marking of all stakes shall be as shown in Soil Conservation Service TR-62 as supplemented below.

- a. Clearing and grubbing - The boundary of the clearing and grubbing areas shall be staked or flagged at 200-foot intervals or less if needed to clearly mark the limits of work.
- b. Excavation - Cut stakes shall be placed on the centerline at the intersection of the planned side slopes and natural ground line. All slope stakes shall be marked with the required cut, horizontal distance, and slope ratio. Offset reference stakes and hubs shall be placed at full stations, on at least one side of the proposed excavation.
- c. Earth Fill - Fill stakes shall be placed on the centerline and at the toes of the planned slopes and shall be marked with the fill, horizontal distance, constructed slope ratio, and stationing. Offset reference stakes and hubs shall be provided as a minimum on both sides of the fill at full stations.

Earthwork slope stakes shall be placed as a minimum at full stations, break in the original ground surface, and at other intermediate stations as necessary to insure accurate location of construction. Slope stakes and cross sections shall be at right angles to the centerline. Distances shall be measured horizontally; rod readings shall be taken vertically and recorded to the nearest 0.1 foot.

7. MEASUREMENT AND PAYMENT

Payment will be made as the work proceeds, after receipt of invoices from the contractor showing (contractor or subcontractor) surveying costs and cost of supplies. If the total of incremental payments is less than the contract lump sum for surveys, the balance will be included in the final contract payment. Total payment will be the contract lump sum price for surveys, regardless of actual cost to the contractor.

Payment will not be made under this item for the purchase cost of materials and equipment having a residual value.

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

Compensation for any item of work described in the contract but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items and the item to which they are made subsidiary are identified in Section 8 of this specification.

8. 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 3, Survey

- (1) This item shall consist of furnishing personnel, equipment, materials and performing surveys required for:
  - (a) Construction Layout
  - (b) Computation of Quantities for monthly and final payments.
  - (c) "As-Built" Construction Drawings
- (2) Section 1, Scope, the last sentence does not apply.
- (3) The Contractor shall provide the Contracting Officer a statement of qualifications, including specific experience of each of the survey personnel assigned to the job.
- (4) The Contractor shall provide the Contracting Officer with a schedule of surveys to be performed each week.
- (5) Monuments damaged by the contractor which are outside of the work limits will be replaced by the government at the contractors expense. The actual cost to the government of replacing subsidence monuments will be deducted from the payment due to the contractor.

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 4, Mobilization

- (1) This item shall consist of the mobilization of the Contractor's equipment and forces to perform the work required under this contract.

CONSTRUCTION SPECIFICATION

10. WATER FOR CONSTRUCTION

1. SCOPE

The work shall consist of furnishing, transporting, and using water for construction purposes in accord with the applicable specifications.

2. FACILITIES AND EQUIPMENT

The Contractor shall build and maintain such access and haul roads as are needed, and shall furnish, operate, and maintain all pumps, piping, tanks, and other facilities needed to load, transport, and use the water as specified.

These facilities shall be equipped with meters, tanks, or other devices by which the volume of water supplied can be measured.

3. DUST ABATEMENT AND HAUL ROAD MAINTENANCE

Water for dust abatement and haul road maintenance shall be applied to haul roads and other dust-producing areas as needed to prevent excessive dust and to maintain the roads in good condition for efficient operation while they are in use.

4. EARTHFILL, DRAINFILL, ROCKFILL

Water for earthfill, drainfill, or rockfill shall be used in the fill materials as specified in the applicable construction specifications.

5. CONCRETE, MORTAR, GROUT

Water used in mixing or curing concrete, pneumatically applied mortar, or other portland cement mortar or grout shall meet the requirements of the applicable construction specifications and shall be used in conformance with those specifications. Payment for water used in these items is covered by the applicable concrete, mortar or grout specification.

6. MEASUREMENT AND PAYMENT

Compensation for any item of work described in the contract but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in Section 7 of this specification.

7. ITEMS OF WORK AND CONSTRUCTION DETAILS

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

a. Subsidiary Item, Water

- (1) This item shall consist of furnishing, transporting, and applying all water necessary for performance of the work described in this contract.
- (2) In Section 6, Measurement and Payment, no separate payment will be made for this item. Compensation for this work will be included in the payment for Bid Item 8, Earthfill and Bid Item 9, Drainfill.

## CONSTRUCTION SPECIFICATION

### 11. REMOVAL OF WATER

#### 1. SCOPE

The work shall consist of the removal of surface water and ground water as needed to perform the required construction in accordance with the specifications. It shall include (1) building and maintaining all necessary temporary impounding works, channels, and diversions, (2) furnishing, installing and operating all necessary pumps, piping and other facilities and equipment, and (3) removing all such temporary works and equipment after they have served their purposes.

#### 2. DIVERTING SURFACE WATER

The Contractor shall build, maintain and operate all cofferdams, channels, flumes, sumps, and other temporary diversion and protective works needed to divert streamflow and other surface water through or around the construction site and away from the construction work while construction is in progress. Unless otherwise specified, a diversion must discharge into the same natural drainage way in which its headworks are located.

Unless otherwise specified, the Contractor shall furnish to the Contracting Officer, in writing, his plan for diverting surface water before beginning the construction work for which the diversion is required. Acceptance of this plan will not relieve the Contractor of responsibility for completing the work as specified.

#### 3. DEWATERING THE CONSTRUCTION SITE

Foundations, cutoff trenches and other parts of the construction site shall be dewatered and kept free of standing water or excessively muddy conditions as needed for proper execution of the construction work. The Contractor shall furnish, install, operate and maintain all drains, sumps, pumps, casings, wellpoints, and other equipment needed to perform the dewatering as specified. Dewatering methods that cause a loss of fines from foundation areas will not be permitted.

Unless otherwise specified, the Contractor shall furnish to the Contracting Officer in writing, his plan for dewatering before beginning the construction work for which the dewatering is required. Acceptance of this plan will not relieve the Contractor of responsibility for completing the work as specified.

#### 4. DEWATERING BORROW AREAS

Unless otherwise specified in Section 8, the Contractor shall maintain the borrow areas in drainable condition or otherwise provide for timely and effective removal of surface and ground waters that accumulate within the borrow areas from any source. Borrow material shall be processed as necessary to achieve proper and uniform moisture content for placement.

If pumping to dewater borrow areas is included as an item of work in the bid schedule, each pump used for this purpose shall be equipped with a water meter in the discharge line. Accuracy of the meters shall be such that the measured quantity of water is within 3 percent, plus or minus, of the true quantity. Means shall be provided by the Contractor to check the accuracy of the water meters when requested by the Contracting Officer.

5. EROSION AND POLLUTION CONTROL

Removal of water from the construction site, including the borrow areas shall be accomplished in such a manner that erosion and the transmission of sediment and other pollutants are minimized.

6. REMOVAL OF TEMPORARY WORKS

After the temporary works have served their purposes, the Contractor shall remove them or level and grade them to the extent required to present a sightly appearance and to prevent any obstruction of the flow of water or any other interference with the operation of or access to the permanent works.

Except as otherwise specified, pipes and casings shall be removed from temporary wells and the wells shall be filled to ground level with gravel or other material approved by the Contracting Officer.

7. MEASUREMENT AND PAYMENT

Compensation for any item of work described in the contract but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in Section 8 of this specification.

8. ITEMS OF WORK AND CONSTRUCTION DETAILS

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

a. Subsidiary Item, Removal of Water

- (1) This item shall consist of the removal or diversion of storm water from the construction area as needed to perform the required work.
- (2) In the case of storm runoff filling the reservoir during the work period, the contractor should expect a minimum drawdown time to the principal spillway inlet elevation (el. 1563) to be ten (10) days.
- (3). Section 7, Measurement and Payment, no separate payment will be made for this item. Compensation for this work will be included in the payment for Excavation Bid Items 5, 6, and 7.

## CONSTRUCTION SPECIFICATION

### 21. EXCAVATION

#### 1. SCOPE

The work shall consist of the excavation required by the drawings and specifications and disposal of the excavated materials.

#### 2. CLASSIFICATION

Excavation will be classified as common excavation or rock excavation in accordance with the following definitions or will be designated as unclassified.

Common excavation shall be defined as the excavation of all materials that can be excavated, transported, and unloaded by the use of heavy ripping equipment and wheel tractor-scrapers with pusher tractors or that can be excavated and dumped into place or loaded on to hauling equipment by means of excavators having a rated capacity of one cubic yard and equipped with attachments (such as shovel, bucket, backhoe, dragline or clam shell) appropriate to the character of the materials and the site conditions.

Rock excavation shall be defined as the excavation of all hard, compacted or cemented materials the accomplishment of which requires blasting or the use of excavators larger than defined for common excavation. The excavation and removal of isolated boulders or rock fragments larger than one cubic yard in volume encountered in materials otherwise conforming to the definition of common excavation shall be classified as rock excavation.

Excavation will be classified according to the above definitions by the Engineer, based on his judgment of the character of the materials and the site conditions.

The presence of isolated boulders or rock fragments larger than one cubic yard in size will not in itself be sufficient cause to change the classification of the surrounding material.

For the purpose of this classification, the following definitions shall apply:

Heavy ripping equipment shall be defined as a rear-mounted, heavy duty, single-tooth, ripping attachment mounted on a tractor having a power rating of 200-300 net horsepower (at the flywheel).

Wheel tractor-scraper shall be defined as a self-loading (not elevating) and unloading scraper having a struck bowl capacity of 12-20 yards.

Pusher tractor shall be defined as a track type tractor having a power rating of 200-300 net horsepower (at the flywheel) equipped with appropriate attachments.

3. UNCLASSIFIED EXCAVATION

Items designated as "Unclassified Excavation" shall include all materials encountered regardless of their nature or the manner in which they are removed. When excavation is unclassified, none of the definitions or classifications stated in Section 2 of this specification shall apply.

4. BLASTING

The transportation, handling, storage, and use of dynamite and other explosives shall be directed and supervised by a person of proven experience and ability in blasting operations.

Blasting shall be done in such a way as to prevent damage to the work or unnecessary fracturing of the foundation and shall conform to any special requirements in Section 12 of this specification.

5. USE OF EXCAVATED MATERIALS

To the extent they are needed, all suitable materials from the specified excavations shall be used in the construction of required permanent earthfill or rockfill. The suitability of materials for specific purposes will be determined by the Engineer. The Contractor shall not waste or otherwise dispose of suitable excavated materials.

6. DISPOSAL OF WASTE MATERIALS

All surplus or unsuitable excavated materials will be designated as waste and shall be disposed of at the location shown on the drawings.

7. BRACING AND SHORING

Excavated surfaces too steep to be safe and stable if unsupported shall be supported as necessary to safeguard the work and workers, to prevent sliding or settling of the adjacent ground, and to avoid damaging existing improvements. The width of the excavation shall be increased if necessary to provide space for sheeting, bracing, shoring, and other supporting installations. The Contractor shall furnish, place and subsequently remove such supporting installations.

8. STRUCTURE AND TRENCH EXCAVATION

Structure or trench excavation shall be completed to the specified elevations and to sufficient length and width to include allowance for forms, bracing and supports, as necessary, before any concrete or earthfill is placed or any piles are driven within the limits of the excavation.

9. BORROW EXCAVATION

When the quantities of suitable materials obtained from specified excavations are insufficient to construct the specified fills, additional materials shall be obtained from the designated borrow areas. The extent and depth of borrow pits within the limits of the designated borrow areas shall be as directed by the Engineer.

Borrow pits shall be excavated and finally dressed in a manner to eliminate steep or unstable side slopes or other hazardous or unsightly conditions.

10. OVEREXCAVATION

Excavation in rock beyond the specified lines and grades shall be corrected by filling the resulting voids with portland cement concrete made of materials and mix proportions approved by the Engineer. Concrete that will be exposed to the atmosphere when construction is completed shall contain not less than 6 sacks of cement per cubic yard of concrete. Concrete that will be permanently covered shall contain not less than 4.5 sacks of cement per cubic yard. The concrete shall be placed and cured as specified by the Contracting Officer.

Excavation in earth beyond the specified lines and grades shall be corrected by filling the resulting voids with approved compacted earthfill, except that, if the earth is to become the subgrade for riprap, rockfill, sand or gravel bedding or drainfill, the voids may be filled with material conforming to the specifications for the riprap, rockfill, bedding or drainfill.

11. MEASUREMENT AND PAYMENT

For items of work for which specific unit prices are established in the contract, the volume of each type and class of excavation within the specified pay limits will be measured and computed to the nearest cubic yard by the method of average cross-sectional end areas. Regardless of quantities excavated, the measurement for payment will be made to the specified pay limits, except that excavation outside the specified lines and grades directed by the Engineer to remove unsuitable material will be included. Excavation required because unsuitable conditions result from the Contractor's improper construction operations, as determined by the Contracting Officer will not be included for measurement and payment.

The pay limits shall be defined as follows:

- a. The upper limit shall be the original ground surface as it existed prior to the start of construction operations except that where excavation is performed within areas designated for previous excavation or fill the upper limit shall be the modified ground surface resulting from the specified previous excavation or fill.

- b. The lower and lateral limits shall be the neat lines and grades shown on the drawings.

Payment for each type and class of excavation will be made at the contract unit price for that type and class of excavation. Such payment will constitute full compensation for all labor, materials, equipment, and all equipment, and all other items necessary and incidental to the performance of the work, except that extra payment for backfilling overexcavation will be made in accordance with the following provisions:

Payment for backfilling overexcavation, as specified in Section 10 of this specification, will be made only if the excavation outside specified lines and grades is directed by the Engineer to remove unsuitable material and if the unsuitable condition is not a result of the Contractor's improper construction operations as determined by the Contracting Officer.

Compensation for any item of work described in the contract but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in Section 12 of this specification.

## 12. 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 5, Common Excavation

- (1) This item shall consist of all excavation required for the embankment repair at the test cells as shown on the drawings.
- (2) The embankment soils consist typically of compacted CL, ML, SC-SM materials as defined by the Unified Classification System. All surplus or unsuitable excavated materials will be designated as waste and shall be disposed of at the waste area shown on the drawings.
- (3) Repair areas have occasional test trenches and pits with loose, uncompacted fill.
- (4) Ten (10) days prior to commencing the work for this bid item the contractor shall submit to the Contracting Officer for approval a plan showing a continuous sequence of excavation, drainfill and earthfill which will minimize the breach time for the repair work at test cell sites No. 2, No. 3 and No. 5.
- (5) Section 11, Measurement and Payment, payment shall include compensation for Subsidiary Items, Waste Disposal and Removal of Water.

### b. Bid Item 6, Trench Excavation

- (1) This item shall consist of excavation required for installation of the drainfill material within the embankment as shown on the drawings.
- (2) All surplus or unsuitable excavated materials will be designated as waste and shall be disposed of at the waste areas shown on the drawings.
- (3) Section 7, Bracing and Shoring, shall require furnishing, placing and removing portable shields for the inspection and construction operations. The support works shall be designed and used in a manner to prevent failure of the vertical trench walls and permit inspection of the upstream and downstream faces of the trench. The design shall include the following:
  - (a) Each unit shall be eight (8) foot high and twelve (12) feet long with the lower unit mounted with skids for towing.
  - (b) A permanently installed steel ladder mounted to the steel side wall.

- (c) Safety chains for the upper deck of the shield and guard rails for all other decks.
- (d) Design shall be in compliance with all OSHA and AISC standards.
- (e) The front and back three (3) feet of the shield shall be left open to allow for inspection of the trench side walls.
- (f) The shield shall be painted a bright white to provide maximum light enhancement.
- (g) Open non-skid grading shall be used for platforms on each 8' level except the ground level and to shield the face of the units exposed to the towing cables.
- (h) The top platform shall be laid out such that it can be used by personnel to cross over the open trench.

A sample layout of a shield meeting the above requirements is available for review.

The Contractor shall furnish to the Engineer, in writing, his plan and design for support of the trench. The design shall be prepared and sealed by a licensed professional engineer. This plan will have to be approved by the Contracting Officer prior to any trench excavation being performed. Approval of this plan will not relieve the Contractor of safety responsibilities.

- (4) Appropriate signaling devices or methods and personnel shall be available during the trench investigation and mapping process to assure that full communication between the government geologist and the contractor's equipment operator is maintained during the repositioning of the portable shield.
- (5) Time for foundation inspection by the Arizona Department of Water Resources and SCS geologic examination and mapping of embankment cracks along the trench side walls will be required. The investigation and mapping will not begin until at least 24 hours after the trench has been excavated to allow the trench walls time to air dry for easier crack location. The rate of mapping is estimated to be 20 to 30 linear feet of trench per hour. The embankment crack investigation and mapping process will dislodge trench wall material onto the excavated trench bottom. The contractor shall clean up and prepare the trench bottom in accordance with paragraph (7) of Bid item 9, Drainfill.
- (6) In Section 11, Measurement and Payment, payment shall include compensation for Subsidiary Items, Removal of Water, and Waste Disposal.

c. Bid Item 7, Dike Excavation

- (1) This item shall consist of all excavation required to remove the earth dike at test cells No. 1, 2, 3, and 5 as shown on the drawings.
- (2) All surplus or unsuitable excavated materials will be designated as waste and shall be disposed of at the waste areas shown on the drawings.
- (3) Section 11, Measurement and Payment, payment shall include compensation for Subsidiary Items, Waste Disposal and Removal of Water.

CONSTRUCTION SPECIFICATION

23. EARTHFILL

1. SCOPE

The work shall consist of the construction of earth embankments and other earthfills required by the drawings and specifications.

2. MATERIALS

All fill materials shall be obtained from required excavations and designated borrow areas. The selection, blending, routing and disposition of materials in the various fills shall be subject to approval by the Engineer.

Fill materials shall contain no sod, brush, roots or other perishable materials. Rock particles larger than the maximum size specified for each type of fill shall be removed prior to compaction of the fill.

The types of materials used in the various fills shall be as listed and described in the specifications and drawings.

3. FOUNDATION PREPARATION

Foundations for earthfill shall be stripped to remove vegetation and other unsuitable materials or shall be excavated as specified.

Except as otherwise specified, earth foundation surfaces shall be graded to remove surface irregularities and shall be scarified parallel to the axis of the fill or otherwise acceptably scored and loosened to a minimum depth of 2 inches. The moisture content of the loosened material shall be controlled as specified for the earthfill, and the surface materials of the foundation shall be compacted and bonded with the first layer of earthfill.

Earth abutment surfaces shall be free of loose, uncompacted earth in excess of two inches in depth normal to the slope and shall be at such a moisture content that the earthfill can be compacted against them to effect a good bond between the fill and the abutments.

Rock foundation and abutment surfaces shall be cleared of all loose materials by hand or other effective means and shall be free of standing water when fill is placed upon them. Occasional rock outcrops in earth foundations for earthfill, except in dams and other structures designed to restrain the movement of water, shall not require special treatment if they do not interfere with compaction of the foundation and initial layers of the fill or the bond between the foundation and the fill.

Foundation and abutment surfaces shall be not steeper than 1 horizontal to 1 vertical unless otherwise specified. Test pits or other cavities shall be filled with compacted earthfill conforming to the specifications for the earthfill to be placed upon the foundation.

4. PLACEMENT

Fill shall not be placed until the required excavation and foundation preparation have been completed and the foundation has been inspected and approved by the Engineer. Fill shall not be placed upon a frozen surface, nor shall snow, ice, or frozen material be incorporated in the fill.

Fill shall be placed in approximately horizontal layers. The thickness of each layer before compaction shall not exceed the maximum thickness specified. Materials placed by dumping in piles or windrows shall be spread uniformly to not more than the specified thickness before being compacted. Hand compacted fill, including fill compacted by manually directed power tampers, shall be placed in layers whose thickness before compaction does not exceed the maximum thickness specified for layers of fill compacted by manually directed power tampers.

Adjacent to structures, fill shall be placed in a manner which will prevent damage to the structures and will allow the structures to assume the loads from the fill gradually and uniformly. The height of the fill adjacent to a structure shall be increased at approximately the same rate on all sides of the structure.

Earthfill in dams, levees and other structures designed to restrain the movement of water shall be placed so as to meet the following additional requirements:

- a. The distribution of materials throughout each zone shall be essentially uniform, and the fill shall be free from lenses, pockets, streaks or layers of material differing substantially in texture, moisture content, or gradation from the surrounding material.
- b. If the surface of any layer becomes too hard and smooth for proper bond with the succeeding layer, it shall be scarified parallel to the axis of the fill to a depth of not less than 2 inches before the next layer is placed.
- c. The top surfaces of embankments shall be maintained approximately level during construction, except that a crown or cross-slope of approximately 2 percent shall be maintained to insure effective drainage, and except as otherwise specified, for drainfill or sectional zones.
- d. Dam embankments shall be constructed in continuous layers from abutment to abutment except where openings to facilitate construction or to allow the passage of stream flow during construction are specifically authorized in the contract.

- e. Embankments built at different levels as described under (c) or (d) above shall be constructed so that the slope of the bonding surfaces between embankment in place and embankment to be placed is not steeper than 3 feet horizontal to 1 foot vertical. The bonding surface of the embankment in place shall be stripped of all material not meeting the requirements of this specification, and shall be scarified, moistened and recompactd when the new fill is placed against it as needed to insure a good bond with the new fill and to obtain the specified moisture content and density at the contact of the in place and new fills.

5. CONTROL OF MOISTURE CONTENT

During placement and compaction of fill, the moisture content of the Materials being placed shall be maintained within the specified range.

The application of water to the fill materials shall be accomplished at the borrow areas insofar as practicable. Water may be applied by sprinkling the materials after placement on the fill, if necessary. Uniform moisture distribution shall be obtained by diskimg.

Material that is too wet when deposited on the fill shall either be removed or be dried to the specified moisture content prior to compaction.

If the top surface of the preceding layer of compacted fill or a foundation or abutment surface in the zone of contact with the fill becomes too dry to permit suitable bond it shall either be removed or scarified and moistened by sprinkling to an acceptable moisture content prior to placement of the next layer of fill.

6. COMPACTION

Earthfill shall be compacted according to the following requirements for the class of compaction specified:

Class A compaction. Each layer of fill shall be compacted as necessary to make the density of the fill matrix not less than the minimum density specified. The fill matrix is defined as the portion of the fill material finer than the maximum particle size used in the compaction test method specified.

Class B compaction. Each layer of fill shall be compacted to a mass density not less than the minimum density specified.

Class C compaction. Each layer of fill shall be compacted by the specified number of passes of the type and weight of roller or other equipment specified, or by an approved equivalent method. Each pass shall consist of at least one passage of the roller wheel or drum over the entire surface of the layer.

Fill adjacent to structures shall be compacted to a density equivalent to that of the surrounding fill by means of hand tamping, or manually directed power tampers or plate vibrators. Unless otherwise specified, heavy equipment including backhoe mounted power tampers, or vibrating compactors and manually directed vibrating rollers, shall not be operated within 2 feet of any structure. Towed or self-propelled vibrating rollers shall not be operated within 5 feet of any structure. Compaction by means of drop weights operating from a crane or hoist will not be permitted.

The passage of heavy equipment will not be allowed: (1) over cast-in-place conduits prior to 14 days after placement of the concrete; (2) over cradled or bedded precast conduits prior to 7 days after placement of the concrete cradle or bedding; or (3) over any type of conduit until the backfill has been placed above the top surface of the structure to a height equal to one-half the clear span width of the structure or pipe or 2 feet, whichever is greater.

Compacting of fill adjacent to structures shall not be started until the concrete has attained the strength specified in Section 10 for this purpose. The strength will be determined by compression testing of test cylinders cast by the Engineer for this purpose and cured at the work site in the manner specified in ASTM Method C 31 for determining when a structure may be put into service.

When the required strength of the concrete is not specified as described above, compaction of fill adjacent to structures shall not be started until the following time intervals have elapsed after placement of the concrete.

| <u>Structure</u>   | <u>Time Interval</u> |
|--|----------------------|
| Retaining walls and counterforts<br>(impact basins)                          | 14 days              |
| Walls backfilled on both sides<br>simultaneously                             | 7 days               |
| Conduits and spillway risers, cast-<br>in-place (with inside forms in place) | 7 days               |
| Conduits and spillway risers, cast-<br>in-place (inside forms removed)       | 14 days              |
| Conduits, precast, cradled   | 2 days               |
| Conduits, precast, bedded  | 1 day                |
| Cantilever outlet bents<br>(backfilled both sides simultaneously)            | 3 days               |

7. REWORKING OR REMOVAL AND REPLACEMENT OF DEFECTIVE FILL

Fill placed at densities lower than the specified minimum density or at moisture contents outside the specified acceptable range of moisture content or otherwise not conforming to the requirements of the specifications shall be reworked to meet the requirements or removed and replaced by acceptable fill. The replacement fill and the foundation, abutment and fill surfaces upon which it is placed shall conform to all requirements of this specification for foundation preparation, approval, placement, moisture control and compaction.

8. TESTING

During the course of the work, the Engineer will perform such tests as are required to identify materials, to determine compaction characteristics, to determine moisture content, and to determine density of fill in place. These tests performed by the Engineer will be used to verify that the fills conform to the requirements of the specifications. Such tests are not intended to provide the Contractor with the information required by him for the proper execution of the work and their performance shall not relieve the Contractor of the necessity to perform tests for that purpose.

Densities of fill requiring Class A compaction will be determined by the Engineer in accordance with ASTM Method D 1556, D 2167, D 2922 or D 2937 except that the volume and moist weight of included rock particles larger than those used in the compaction test method specified for the type of fill will be determined and deducted from the volume and moist weight of the total sample prior to computation of density or if using the nuclear gauge, added to the specified density to bring it to the measure of equivalent composition for comparison. The density so computed will be used to determine the percent compaction of the fill matrix. Unless otherwise specified, moisture content will be determined by one of the following methods: ASTM Method D-2216, D-3017.

9. MEASUREMENT AND PAYMENT

For items of work for which specific unit prices are established in the contract, the volume of each type and compaction class of earthfill within the specified zone boundaries and pay limits will be measured and computed to the nearest cubic yard by the method of average cross-sectional end areas. Unless otherwise specified, no deduction in volume will be made for embedded conduits and appurtenances.

The pay limits shall be as defined below, with the further provision that earthfill required to fill voids resulting from over excavation of the foundation, outside the specified lines and grades, will be included in the measurement for payment only where such overexcavation is directed by the Engineer to remove unsuitable material and where the unsuitable condition is not a result of the Contractor's improper construction operations as determined by the Contracting Officer.

The pay limits shall be as designated on the drawings.

Payment for each type and compaction class of earthfill will be made at the contract unit price for that type and compaction class of fill. Such payment will constitute full compensation for all labor, materials, equipment and all other items necessary and incidental to the performance of the work.

Compensation for any item of work described in the contract but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in Section 10 of this specification.

10. 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 8, Earthfill

- (1) This item shall consist of placing and compacting all earthfill required to construct the embankment repair at the test cells as shown on the drawings.
- (2) All earthfill material shall be obtained from the required excavations.
- (3) The maximum thickness of a layer prior to compaction shall be nine (9) inches.
- (4) The maximum size of rock fragement incorporated in the fill shall be six (6) inches.
- (5) Section 6, Compaction, Class A shall apply. The fill matrix shall be compacted to at least 95 percent of the maximum density obtained from compaction tests performed by ASTM D 698, Method A or the rapid compaction test (Test No. S-6, SCS Reference NEH Section 19.)
- (6) Section 8, Testing, the fill densities will be determined in accordance with ASTM 1556. The moisture content of the fill material at the time of compaction shall not be less than three (3) percent below nor more than one (1) percent above optimum moisture content, as determined by ASTM D 2216.
- (7) Section 9, Measurement and Payment, payment shall include compensation for subsidiary items, Water and Pollution Control.

b. Subsidiary Item, Waste Disposal

- (1) This item shall consist of stockpiling, transporting, placing and smoothing all waste in the waste areas shown on the drawings.
- (2) Waste material shall consist of all surplus or unsuitable material resulting from the required excavations.
- (3) Section 6, Compaction, does not apply to this item.
- (4) Waste material shall be placed uniformly over the entire waste area to a depth not to exceed three (3) feet. The finished surface shall not vary more than one half (0.5) foot, plus or minus, from the average grade and shall be graded to drain away from the FRS.

- (5) Fill slopes resulting from the deposition of waste shall not be steeper than 4:1, unless shown otherwise on the drawings.
- (6) No special moisture content of waste material is required.
- (7) Section 9, Measurement and Payment, no separate payment will be made for this item. Compensation for this work will be included in the payment for excavation Bid Items 5, 6, and 7.

## CONSTRUCTION SPECIFICATION

### 24. DRAINFILL

#### 1. SCOPE

The work shall consist of furnishing, placing and compacting drainfill required in the construction of structure drainage systems.

#### 2. MATERIALS

Drainfill materials shall conform to the requirements of Material Specification 521. At least 30 days prior to the delivery of the materials to the site the Contractor shall inform the Contracting Officer in writing of the source from which he intends to obtain them. The Contractor shall provide the Engineer free access to the source for the purpose of obtaining samples for testing.

#### 3. BASE PREPARATION

Foundation surfaces and trenches shall be clean and free of organic matter, loose soil, foreign substance, and standing water when the drainfill is placed. Earth surfaces upon or against which drainfill will be placed shall not be scarified.

#### 4. PLACEMENT

Drainfill shall not be placed until the subgrade has been inspected and approved by the Engineer. Drainfill shall not be placed over or around pipe or drain tile until the installation of the pipe or tile has been inspected and approved.

Drainfill shall be placed uniformly in layers not more than 12 inches deep before compaction. When compaction is accomplished by manually controlled equipment, the layers shall be not more than 8 inches deep. The material shall be placed in a manner to avoid segregation of particle sizes and to insure the continuity and integrity of all zones. No foreign materials shall be allowed to become intermixed with or otherwise contaminate the drainfill.

Traffic shall not be allowed to cross over drains at random. Equipment crossovers shall be maintained, and the number and location of such crossovers shall be established and approved prior to the beginning of drainfill placement. Each crossover shall be cleaned of all contaminating materials and shall be inspected and approved by the Engineer before additional drainfill is placed.

Any damage to the foundation surface or the sides or bottoms of trenches occurring during placement of drainfill shall be repaired before drainfill placement is continued.

The upper surface of drainfill constructed concurrently with adjacent zones of earthfill shall be maintained at an elevation at least one foot above the upper surface of the adjacent fill.

Drainfill over or around pipe or drain tile shall be placed in a manner to avoid any displacement in line or grade of the pipe or tile.

Drainfill shall not be placed adjacent to structures until the concrete has attained the strength specified in Section 9 of this specification. The strength shall be determined by compression testing of test cylinders cast by the Engineer for this purpose and cured at the work site in the manner specified in ASTM Method C 31 for determining when a structure may be put in service.

When the required strength of the concrete is not specified as described above, placement of drainfill adjacent to structures shall not be started until the following item intervals have elapsed after placement of the concrete.

| <u>Structure</u>   | <u>Time Interval</u> |
|--|----------------------|
| Retaining walls and counterforts<br>(impact basins)                    | 14 days              |
| Walls backfilled on both sides<br>simultaneously                       | 7 days               |
| Conduits and galleries, cast-<br>in-place (with inside forms in place) | 7 days               |
| Conduits and galleries, cast-<br>in-place (inside forms removed)       | 14 days              |
| Conduits, precast, cradled   | 2 days               |
| Conduits, precast, bedded  | 1 day                |
| Cantilever outlet bents backfilled on both<br>sides simultaneously     | 3 days               |

5. CONTROL OF MOISTURE

The moisture content of drainfill materials shall be controlled as specified in Section 9. When the addition of water is required, it shall be applied in such a way as to avoid excessive wetting to adjacent earth fill. Except as specified in Section 9, control of moisture content will not be required.

## 6. COMPACTION

Drainfill shall be compacted according to the following requirements for the class of compaction specified:

Class A Compaction. Each layer of drainfill shall be compacted to a relative density of not less than 70 percent as determined by ASTM Method D 4254.

Class I Compaction. Each layer of drainfill shall be compacted by at least 2 passes, over the entire surface, of a steel-drum vibrating roller weighing not less than 5 tons and exerting a vertical vibrating force of not less than 20,000 pounds at least 1200 times per minute, or by an approved equivalent method.

Class II Compaction. Each layer of drainfill shall be compacted by one of the following methods or by an approved equivalent method:

- a. At least 2 passes, over the entire surface, of a pneumatic-tired roller exerting a pressure of not less than 75 pounds per square inch. A pass is defined as at least one complete coverage of the roller wheel, tire or drum over the entire surface of the layer.
- b. At least 4 passes, over the entire surface, of the track of a crawler-type tractor weighing not less than 20 tons.
- c. Controlled movement of the hauling equipment so that the entire surface is traversed by not less than one tread track of the loaded equipment.

Class III compaction. No compaction will be required beyond that resulting from the placing and spreading operations.

When compaction other than Class III compaction is specified materials placed in trenches or other locations inaccessible to heavy equipment shall be compacted by means of manually controlled pneumatic or vibrating tampers or by approved equivalent methods.

Heavy equipment shall not be operated within 2 feet of any structure. Vibrating rollers shall not be operated within 5 feet of any structure. Compaction by means of drop weights operating from cranes or hoists will not be permitted.

## 7. TESTING

The Engineer will perform such tests as are required to verify that the drainfill materials and the drainfill in place meet the requirements of the specifications. These tests are not intended to provide the Contractor with information he needs to assure that the materials and workmanship meet the requirements of the specifications, and their performance will not relieve the Contractor of the responsibility of performing his own tests for that purpose.

8. MEASUREMENT AND PAYMENT

For items of work for which specific unit prices are established in the contract, the volume of drainfill within the neat lines shown on the drawings will be measured and computed to the nearest cubic yard. Where the Engineer directs placement of drainfill outside the neat lines to replace unsuitable foundation material, the volume of such drainfill will be included, but only to the extent that the unsuitable condition is not a result of the Contractor's improper construction operations as determined by the Contracting Officer.

Payment for drainfill will be made at the contract unit price for each type of drainfill, complete in place. Except as otherwise specified in Section 9, such payment will constitute full compensation for all labor, materials, equipment and all other items necessary and incidental to the performance of the work.

Compensation for any item of work described in the contract but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in Section 9 of this specification.

9. 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 9 , Drainfill

- (1) This item shall consist of furnishing and placing all the drainfill material required for the drainfill repairs and gulley repair (test cell #3) as shown on the drawings.
- (2) The drainfill material shall meet the grading requirements for fine aggregate as defined in ASTM C-33.
- (3) Section 4, Placement, drainfill shall be placed in horizontal layers not to exceed 18 inches. Drainfill shall be conveyed using special equipment to prevent segregation and the free vertical drop shall not exceed 30 inches.
- (4) In Section 6, Compaction, Class III shall apply.
- (5) The moisture content shall be maintained in a range, as determined by the Engineer, that will minimize aggregate segregation.
- (6) The material passing the #40 sieve shall be non plastic when tested in accordance with ASTM D 4318.
- (7) Prior to placement of drainfill, the existing drainfill surfaces shall be cleaned of all contaminating materials and shall be inspected and approved by the engineer.
- (8) Section 8, Measurement and Payment, payment shall include compensaion for subsidiary items Water and Pollution Control.

## MATERIAL SPECIFICATION

### 521. AGGREGATES FOR DRAINFILL AND FILTERS

#### 1. SCOPE

This specification covers the quality of mineral aggregates for the construction of drainfill and filters.

#### 2. QUALITY

Drainfill and filter aggregates shall be sand, gravel or crushed stone or mixtures thereof. They shall be composed of clean, hard, durable mineral particles free from organic matter, clay balls, soft particles or other substances that would interfere with their free-draining properties.

Aggregates of crushed limestone shall be thoroughly washed and screened. Course aggregate containing crushed limestone shall have not more than 3 percent by weight of particles finer than the No. 4 sieve. Crushed limestone shall not be used for fine aggregates except in combination with other materials such that not more than 5 percent of the portion finer than the No. 4 sieve shall be crushed limestone.

Aggregates shall be tested for soundness according to ASTM Method C 88, and shall have a weighted average loss in five cycles of not more than 12 percent when sodium sulfate is used or 18 percent when magnesium sulfate is used.

#### 3. GRADING

Drainfill and filter aggregates shall conform to the specified grading limits after being placed in the work, and after being compacted if compaction is specified. Grading shall be determined by ASTM Method C 136. The percentage of material finer than the No. 200 sieve shall be determined by the method in ASTM Designation C 117.

#### 4. STORING AND HANDLING

Drainfill and filter aggregates shall be stored and handled by methods that prevent segregation of particle sizes or contamination by mixing with other materials.

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 COUNTY, ARIZONA

Maricopa

L.5 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: Not Applicable

(b) Type of set-aside: None

(c) Small business 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.