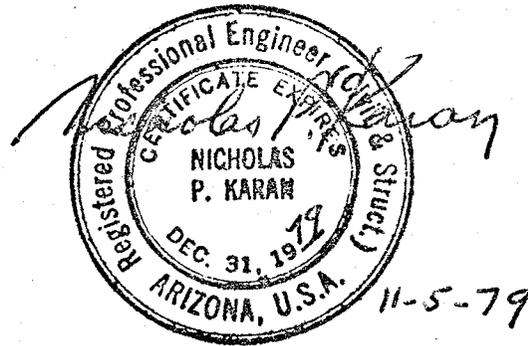


SPECIAL PROVISIONS
FOR
SALT-GILA RIVER CLEARING
SEGMENT 2

CONTRACT NO. FCD 79-5

SPECIAL PROVISIONS
FOR
SALT-GILA RIVER CLEARING
SEGMENT 2

CONTRACT NO. FCD 79-5



SUPPLEMENTARY TO MARICOPA ASSOCIATION OF GOVERNMENTS UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION EDITION OF JULY 1, 1974 AND REVISIONS AND SUPPLEMENTS THERETO.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
Contract FCD 79-5
Salt-Gila River Clearing, Segment 2

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INVITATION FOR BIDS
(Construction Contract)

Salt-Gila River Clearing
Segment 2

Vicinity of Arlington,
Maricopa County, Arizona

Ref. Invitation FCD 79-5
Date: November 5, 1979
Issued by: Flood Control District
of Maricopa County

SEALED BIDS, IN SINGLE COPY FOR THE WORK DESCRIBED HEREIN WILL BE RECEIVED UNTIL 2 P.M., LOCAL TIME AT THE PLACE OF THE BID OPENING, NOVEMBER 21, 1979, IN THE OFFICE OF THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, 3335 WEST DURANGO STREET, PHOENIX, ARIZONA 85009, AND AT THAT TIME PUBLICLY OPENED.

PROSPECTIVE BIDDERS MAY ASSEMBLE AT THE ARLINGTON CANAL COMPANY OFFICE LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF OLD HIGHWAY 80 AND DESERT ROSE ROAD ON ~~WEDNESDAY~~ **THURSDAY**, NOVEMBER 13, 1979, AT 9:30 A.M. FOR A PRE-BID CONFERENCE AND GROUP SHOWING OF THE WORK SITE. IF YOU ARE UNABLE TO ATTEND THE GROUP SHOWING, ARRANGEMENTS TO INSPECT THE SITE MAY BE MADE WITH THE FLOOD CONTROL DISTRICT PROJECT ENGINEER, 3335 WEST DURANGO STREET, PHOENIX, ARIZONA, 85009. (PHONE: 262-1501).

BID SECURITY IN AN AMOUNT OF NOT LESS THAN FIVE PERCENT (5%) OF THE TOTAL BID PRICE MUST BE SUBMITTED WITH EACH BID. THE BID SECURITY MAY BE IN THE FORM OF A BID BOND, CASHIERS CHECK, POSTAL MONEY ORDER, OR CASH. THE BID SECURITY WILL BE MADE PAYABLE TO THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY AS A GUARANTEE THAT IF THE WORK IS AWARDED TO THE BIDDER, HE WILL WITHIN TEN (10) DAYS FROM THE DATE OF SUCH AWARD, ENTER INTO PROPER CONTRACT AND BOND CONDITIONS FOR THE FAITHFUL PERFORMANCE OF THE WORK. OTHERWISE, SAID AMOUNT WILL BE FORFEITED TO THE FLOOD CONTROL DISTRICT. BID SECURITY, WILL BE RETURNED AS PRESCRIBED BY MAG 103.

THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO FURNISH PERFORMANCE AND PAYMENT BONDS IN PENAL SUMS NOT LESS THAN ONE HUNDRED PERCENT (100%) RESPECTIVELY, OF THE ORIGINAL AMOUNT OF THE CONTRACT.

DESCRIPTION OF WORK: THE PROPOSED WORK CONSISTS OF CLEARING AN AREA 300 FEET WIDE IN THE NATURAL STREAMBED OF THE GILA RIVER TO PROVIDE FOR THE UNRESTRICTED PASSAGE OF FLOODWATERS, AND OTHER MISCELLANEOUS ITEMS OF WORK REQUIRED IN CONJUNCTION WITH THE CLEARING EFFORT. THE APPROXIMATE AREA TO BE CLEARED COMPRISES 255 ACRES.

INVITATION FOR BIDS
NO. FCD 79-5

Page 1 of 5

THE WORK SHALL COMMENCE WITHIN SEVEN (7) CALENDAR DAYS AND BE COMPLETED WITHIN NINETY (90) CALENDAR DAYS AFTER RECEIPT OF THE NOTICE TO PROCEED.

NOTICE: THE BID SCHEDULE, SPECIAL PROVISIONS, INSTRUCTIONS TO BIDDERS, UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, EDITION OF JULY 1, 1974, (MAG) AND REVISIONS AND SUPPLEMENTS THERETO, DRAWINGS LISTED UNDER THE CONTENTS, WILL BE INCORPORATED IN AND BECOME A PART OF THE RESULTANT CONTRACT.

RHEA WOODALL, CLERK
BOARD OF DIRECTORS
FLOOD CONTROL DISTRICT OF
MARICOPA COUNTY

ADDENDUM #1
(Construction Contract)

Salt-Gila River Clearing
Segment 2

Re: Contract No. FCD 79-5
Date: November 15, 1979
Issued by: Flood Control District
of Maricopa County

Vicinity of Arlington,
Maricopa County, Arizona

CONSTRUCTION SPECIAL PROVISIONS

SUBSECTION 108.7 - DETERMINATION AND EXTENSION OF CONTRACT TIME: Add the following paragraph.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the contract time as specified or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Engineer for an extension of time setting forth therein the reasons which he believes will justify the granting of his request. If the Engineer determines that the Contractor has proceeded with such diligence as would normally have ensured completion within the contract time, and that the reasons stated to justify a time extension are valid, he may extend the time for completion in such amount as conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

SECTION 201 - CLEARING AND GRUBBING, DISPOSAL. Delete the following sentence, "Acquisition of a burning permit(s) is the responsibility of the Contractor." from the first paragraph.

Change the second paragraph to read, "Noncombustible rubbish and debris and such combustible materials as approved by the Engineer may be buried in the cleared area at locations approved by the Engineer. Buried material shall be covered with a minimum of three (3) feet of heavy coarse river run type material placed in approximate eight (8) inch lifts and compacted through three (3) passes of heavy construction equipment. The final grade of the covering material shall equal the existing grade of the area.

Add the following paragraph:

"Clearance to burn combustible materials and debris has been obtained by the Engineer. The Contractor shall be responsible for the conduct of

burning operations within the following constraints. Permission to conduct burning operations will be granted on a daily basis by the Air Pollution Control agency, Health Services Department, Maricopa County, (602-258-6381 ext. 372) BEFORE burning is started. Burning operations will be conducted only between the hours of 12:00 noon and 4:00 p.m. daily."

PAYMENT. Add the following sentence : "Requests for payment will be accepted and processed monthly for work completed during that period."



Nicholas P. Karan, P.E.
Chief, Engineering Division

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
INVITATION FOR BIDS, FCD 79-5
INSTRUCTIONS TO BIDDERS

1. Explanation to Bidders. Any explanations desired by the bidder, questions, or items for clarification regarding the meaning or interpretation of the invitation for bids, drawings, specification, etc., may be addressed to the Chief Engineer and General Manager, preferably in writing, prior to the pre-bid conference. Any answers, interpretations, or clarifications affecting the cost will be addressed to all bidders in an addendum to the invitation. The receipt of an addendum by the bidder must be acknowledged in the space provided on the bid form or by letter or telegram received before the time set for the bid opening. Oral explanations or instructions given before the award of the contract will not be binding.
2. Conditions Affecting the Work. It is in the best interest of the bidders to attend the pre-bid conference and site showing. Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and the location of the work, the general and local conditions which can affect the work and the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. (See MAG 102.4)
3. Bidder's Qualifications. The bidder shall be appropriately licensed as a Contractor in the State of Arizona for performing the type of work described. Before a bid is considered for award, a bidder may be requested by the Chief Engineer and General Manager of the Flood Control District to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the work.
4. Bid Guarantee. Where a bid guarantee is required by the invitation for bids, failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

If the successful bidder, upon acceptance of his bid by the Flood Control District with the period specified herein for acceptance (sixty days if no period is specified) fails to execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten days if no period is specified) after receipt of the forms by him, his contract may be terminated for default. In such event he shall be liable for any cost of procuring the work which exceeds the amount of his bid, and the bid guarantee shall be available toward offsetting such difference.

5. Preparation of Bids. Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid. Unless specifically authorized in the invitation for bids, telegraphic bids will not be considered.

No bid will be considered unless all items in the bid schedule are priced. In case of an error in the extension of price, the unit price shall govern. The quantities listed on the bid schedule on which unit prices are requested are estimates only.

Unless called for, alternate bids will not be considered.

Modifications of bids already submitted will be considered if received at the office designated in the invitation for bids by the time set for opening bids.

6. Submission of Bids. Bids must be sealed, addressed to the Chief Engineer and General Manager, Flood Control District of Maricopa County, 3335 West Durango, Phoenix, Arizona 85009, and marked to identify the bid to the referenced Contract FCD Number. Failure to appropriately identify the bid may result in a premature opening of, or a failure to open, such bid. The name of the bidder shall be on the outside of the envelope. (See MAG 102.9).
7. Withdrawal of Bids or Modifications. Bids may be withdrawn by written request received from the bidder prior to the time set for the opening of bids.
8. Public Opening of Bids. Bids will be publicly opened at the time and place set for the opening in the invitation for bids. Their content will be made public for the information of bidders and others interested, who may be present either in person or by representative.
9. Award of Contract. Award and execution of a contract shall be in accordance with MAG Section 103.
10. Specifications. Specifications referred to herein shall include all revisions and amendments in effect on the date of issuance of the invitation for bids. These instructions, Special Instructions to Bidders, and the herein contained Construction Special Provisions supplement the Uniform Standard Specifications herein referred to by "MAG" section number or paragraph number; however, in case of conflict, these instructions and Special Provisions supersede the Uniform Standard Specifications (MAG).

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
INVITATION FOR BIDS, FCD 79-5
SPECIAL INSTRUCTIONS TO BIDDERS

Location of the Work. The proposed work is located in the natural streambed of the Gila River near the community of Arlington, Arizona between Powers Butte and Gillespie Dam in the following identified sections of the Gila and Salt River Base and Meridian,

T1S R5W Sections 26, 27, 33, 34
T2S R5W Sections 4, 9, 16, 21, 28

Project Bid Range. The anticipated cost of work under this contract is anticipated to range from \$100,000 to \$200,000.

Contract Plans, Special Provisions and Contract Documents: Plans, Special Provisions, and forms for proposal, Bidding Schedule, Contract Agreement and Performance Bond may be obtained from the Flood Control District of Maricopa County, 3335 West Durango Street, Phoenix, Arizona, upon payment of \$5.00 by check payable to the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY. This payment will not be refunded.

APPROXIMATE QUANTITY

<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
255	Acre	Clearing, grubbing and grading

And such other pertinent items as are necessary for the completion of the project as shown on the plans or as called for in the Special Provisions or in the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction.

Prevailing Wage Scale: The provisions of the Davis-Bacon Act apply to this contract. All labor employed on this work shall be paid at rates not less than prevailing rates of wages as determined by the U. S. Department of Labor. A list of the prevailing wage rates is on file in the office of the Flood Control District of Maricopa County.

RHEA WOODALL, CLERK
BOARD OF DIRECTORS
FLOOD CONTROL DISTRICT OF
MARICOPA COUNTY

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
(Construction Contract)

BID FORM

Project: Salt-Gila River Clearing
Segment 2

Invitation FCD 79-5
Date: November 5, 1979

Location: Vicinity of Arlington
Maricopa County, Arizona

To: Chief Engineer and General Manager
Flood Control District of Maricopa County
3335 West Durango
Phoenix, Arizona 85009

The following Proposal is made on behalf of _____

_____ and no others. The Total contract
amount of this proposal is (in words) _____

_____ and _____/100 dollars, (in figures) _____.

This amount being the sum total of the extended amount for each pay item on
the Bidding Schedule.

Evidence of authority to submit the Proposal is herewith furnished. The
Proposal is in all respects fair and is made without collusion on the part
of any person, firm, or corporation mentioned above, and no member or employee
of the Flood Control District Board of Directors is personally or financially
interested, directly or indirectly in the Proposal, or in any purchase or
sale of any materials or supplies for the work in which it relates or in any
portion of the profits thereof.

The Undersigned certifies that the approved Plans, Uniform Standard
Specifications of July 1, 1974, and the Supplement dated 1977, together
with the Special Provisions, forms of Contract and Bond authorized by the
Board of Directors and constituting essential parts of this Proposal,
have been carefully examined, and also that the site of the work has been
personally inspected.

The Undersigned declares that the amount and nature of the work to be done
is understood and that at no time will misunderstanding of the Plans,
Specifications, Special Provisions, or conditions to be overcome, be plead.
On the basis of the Plans, Specifications, Special Provisions, the forms
of Contract, and the Bond proposed for use, the Undersigned proposes to
furnish all the necessary machinery, equipment, tools, apparatus, and other
means of construction, to do all the work and to furnish all the materials
in the manner specified and to finish the entire project within the time

hereinafter proposed and to accept, as full compensation therefor, the sum of various products obtained by multiplying each unit price, herein bid for work or materials, by the quantity thereof actually incorporated in the completed project, as determined by the Chief Engineer and General Manager, Flood Control District of Maricopa County.

The Undersigned understands that the quantities mentioned herein are approximate and are subject to increase or decrease and hereby proposes to perform all quantities of work, as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the Bidding Schedule.

BIDDING SCHEDULE

Project: Salt-Gila River Clearing
Segment 2

Contract: FCD 79-5

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount
1	255	acre	Clearing, Grubbing and Grading	_____ and _____ 100 dollars		

The Bidder hereby acknowledges receipt of and agrees his proposal is based on the following Addenda

Total _____

The Undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) days from the date of award, time being of the essence. The Undersigned further proposes to begin the work as specified in the Contract attached hereto, and to complete the work within the time limits as specified in the Special Provisions and maintain at all times a Contract Bond, approved by the Board of Directors, in an amount equal to one hundred percent (100%) of the total bid. This bond shall serve not only to guarantee the completion of the work on the part of the Undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, said Bond to be in full force and effect until the work is finally accepted and the provisions of the plans, Specifications, and Special Provisions are fulfilled.

A Proposal guaranty in the amount and character named in the Invitation for Bids is enclosed amounting to not less than five percent (5%) of the total bid, which Proposal guaranty is submitted as a guaranty of the good faith of the Bidder and that the Bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof; and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the Undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the Undersigned to execute the Contract and furnish satisfactory Bond as herein provided, the Flood Control District of Maricopa County in either of such events, shall be entitled and is hereby given the right to retain the said Proposal guaranty as liquidated damages.

Date: _____, 19 ____.

IF BY AN INDIVIDUAL:

(Name) (Address)

IF BY A FIRM OR PARTNERSHIP:

(Firm Name) (Firm Address)

By: _____

*Name and Address of Each Member:

Date: _____, 19 __.

IF BY A CORPORATION:

(Corporate Name) (Corporation Address)

By: _____

**Incorporated under the Laws of _____

Names and Addresses of Officers:

(President) (Address)

(Secretary) (Address)

(Treasurer) (Address)

*The name and post office address of each member of the firm or partnership must be shown.

**The name of the State under which the laws of the Corporation was chartered and names, title, and business address of the President, Secretary, and Treasurer must be shown.

CONSTRUCTION SPECIAL PROVISIONS
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
FOR
SALT-GILA RIVER CLEARING, SEGMENT 2
CONTRACT FCD 79-5

PROPOSED WORK: The proposed work consists of clearing a 300 foot wide area in the natural streambed of the Gila River and other miscellaneous items of work required to provide for the unrestricted passage of floodwaters.

LOCATION OF WORK: The proposed work area is located in the natural streambed of the Gila River south of the community of Arlington between Powers Butte and Gillespie Dam.

SPECIFICATIONS: The work embraced herein and as shown on the plans for the construction of this project shall be done in accordance with the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction dated July 1, 1974, and the Supplement dated 1977 and the Construction Special Provisions contained herein.

PREVAILING WAGE SCALE: This a Federal-Aid project. The provisions of the Davis-Bacon Act apply to this contract (See Appendix B). All labor employed on this work shall be paid at rates not less than prevailing rates of wages as determined by the U. S. Department of Labor. A list of the prevailing wage rates is on file in the office of the Flood Control District of Maricopa County (See MAG 107.1), and contained herein.

NON-DISCRIMINATION: The Contractor shall comply with Appendix A to the CONSTRUCTION SPECIAL PROVISIONS.

ANTI-KICKBACK: The Contractor and subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in U. S. Department of Labor regulations (29 CFS, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

WORK STANDARDS: The Contractor shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFS Part 5).

CONTRACT TIME: The Contractor shall start work within seven (7) calendar days and complete all work on the project within ninety (90) calendar days after the date of Notice to Proceed.

WATER, LIGHT, POWER, HEAT, TELEPHONE: All water for construction purposes, drinking water, lighting, temporary electric power, heat and telephone service shall be arranged for and provided for the requirements of the work by the Contractor at his expense.

PROGRESS SCHEDULE: The Contractor shall submit his proposed work progress schedule to the Chief Engineer and General Manager for approval before starting the work.

ITEM COMMENTS: The herein contained Construction Special Provisions supplement the Uniform Standard Specifications; however, in case of conflict, these Special Provisions supersede the Uniform Standard Specifications.

GENERAL COMMENT: The cost of all work required under this contract as shown on the plans for which there are no specific items shown on the Bidding Schedule, shall be included in the prices bid for related items.

An attempt has been made to determine the location of all underground utilities and drainage pipes, culverts and structures; however, it shall be the Contractor's responsibility to cooperate with the pertinent utility companies so that any obstructing utility installation may be adjusted.

SUBSECTION 101.2 - DEFINITIONS AND TERMS: Change the definition of Budget Project to read as follows: A project financed by funds set aside in the annual budget or otherwise approved by the Board of Directors of the Flood Control District of Maricopa County,

Change the definition of Engineer to read as follows: The Chief Engineer and General Manager of the Flood Control District of Maricopa County acting directly or through his duly authorized representative.

Change the definition of Owner to read as follows: The Flood Control District of Maricopa County, acting through its legally constituted officials, officers or employees.

SUBSECTION 105.6 - COOPERATION WITH UTILITIES:

The following phone numbers as indicated should put the Contractor in contact with the proper personnel:

Mountain Bell Telephone Company	263-3219
Salt River Project	273-2202
Arizona Public Service	271-7014
Location Staking (APS, Mt. Bell, SRP) Blue Stakes	263-1100

SUBSECTION 103.6(A) - CONTRACTOR'S INSURANCE: The contractor shall provide certified evidence of Public Liability and Property Damage Insurance in amounts as shown in the 1977 Consolidation of Supplements to MAG Specifications, page 3 (page XIII-A).

SUBSECTION 108.7 - DETERMINATION AND EXTENSION OF CONTRACT TIME:

The contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work and the conditions which can affect the work and the cost thereof. Failure to do so will not relieve bidders from responsibility for successfully performing the work without additional expense to the Flood Control District. The Flood Control District assumes no responsibility for understandings, representations, or predictions concerning conditions of the work area during the period of the contract.

If performance of all or any part of the work is suspended, delayed, or interrupted by weather conditions or by a rise in the water level causing unstable ground conditions, an extension of the period for contract performance equal to the lost days will be granted by the Flood Control District. No claim for additional costs incurred because of such delay will be allowed.

If performance of all or any part of the work is suspended, delayed, or interrupted for any reason beyond the control of the contractor for a period of thirty (30) days, the contract may be terminated at the request of either party. In such case, payment shall be made for all work accomplished on the basis of the unit price plus an allowance for mobilization and demobilization. This allowance shall be five percent (5%) of the total contract price or ten percent (10%) of the payment for work accomplished, whichever amount is the least.

SECTION 201 - CLEARING AND GRUBBING:

Scope: This work shall consist of clearing and grubbing, and grading type operations in designated areas for the removal of trees, snags, logs, stumps, shrubs, rubbish, and debris and shaping of the cleared area for drainage. 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 the surface elevation of the finished clearing.

Marking: The limits of the areas to be cleared and grubbed are indicated on the drawings. The contractor will mark the limits of the area to be cleared in the field by means of stakes, flagging, tree marking, or other suitable method along one reference line.

Disposal: All combustible materials from the cleared and grubbed area shall be burned, chipped, or removed from the site. Acquisition of a burning permit (s) is the responsibility of the contractor. Burning shall be accomplished in such a manner and in those locations to cause the least risk of the fire spreading. All burning shall be thorough so that the

materials are reduced to ash. No logs, branches, stumps, or charred pieces larger than two inches in diameter and two feet long shall be permitted to remain. The contractor shall take special precautions to prevent the fire from spreading outside the cleared area and shall be responsible for any damages caused by his burning operations. The contractor shall have available at all times a suitable supply of axes, saws, mattocks, shovels, and other equipment and personnel necessary for use in fire suppression operations.

Noncombustible rubbish and debris may be buried in the cleared area at locations approved by the engineer. Buried material shall be covered within a minimum of three (3) feet of heavy coarse river run type material placed in approximate eight (8) inch lifts and compacted through three (3) passes of heavy construction equipment.

Grading: The cleared area shall be rough graded to provide for storm drainage into existing channels as indicated on the drawings. The grading of the clearing areas will be accomplished in such manner to accommodate the drainage of small side channels flowing from outside the clearing area into an existing channel. Material excavated in the process of grading shall be spread out over the clearing areas in such manner to facilitate storm drainage; no berms shall be created at the edge of the clearing area to hinder drainage from outside of the clearing. Where the cleared area is intersected by a road crossing, grading of the clearing areas will transition to roadway shoulder in a manner to minimize the safety hazard of a steep dropoff.

Removal of Minerals and Salvageable Items: No natural minerals (sand and gravel) shall be removed from the work site for use by the contractor or for resale. Vegetation and debris items or materials having a salvage value may be removed from the cleared area as property of the contractor subject to claim by the landowner.

Measurement: Measurement for payment shall be made on the net acreage cleared included within the clearing area as determined by planimeter measurement of the contract drawings annotated by the contractor and agreed to by the engineer as representing the area of actual work. No separate measurement shall be made for grading or the disposal of combustible or noncombustible materials regardless of the method selected by the contractor.

Payment: Payment for the clearing operation will be made at the unit price per acre bid in the schedule, which price shall include the cost of all labor, materials, equipment, transportation, permits, and incidentals required for performing the work as shown on the drawings and as specified.

Contractor's Work Area: The contractor's work area shall be limited to the area to be cleared as shown on the drawings. Access to the clearing area shall be limited to existing highway right-of-way crossings or other access as shown on the drawings. Special care shall be exercised to preclude damage or destruction of trees and vegetation outside of the clearing area.

SECTION 401 - TRAFFIC CONTROL: Traffic control shall conform to the applicable paragraphs of MAG Section 401.

APPENDIX A to CONSTRUCTION SPECIAL PROVISIONS
NON-DISCRIMINATION REQUIREMENTS
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY PROJECT
FOR
SALT-GILA RIVER CLEARING - SEGMENT 2
CONTRACT NO. FCD 79-5

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color, age, economic status, or national origin. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color, age, economic status, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, age, economic status, or national origin.
3. The contractor will send to each labor union, or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or worker's representative of the contractor's commitments under section 202 of Executive Order No. 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U. S. Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the U. S. Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the U. S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the U. S. Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the U. S. Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO CONSTRUCTION SPECIAL PROVISIONS
DAVIS BACON REGULATIONS
AND
MINIMUM WAGES
FOR
SALT-GILA RIVER CLEARING-SEGMENT 2
CONTRACT NO. FCD 79-5

Davis-Bacon Act Regulations

The following clauses must be included in all contracts which are subject to the Davis-Bacon Act provisions: (29 C.F.R. § 5.5).

Section 5.5 Contract provisions and related matters.

(a) The Agency Head shall cause or require to be inserted in full in any contract subject to the labor standards provisions of any of the acts listed in § 5.1, except those subject only to the Contract Work Hours Standards Act, the following clauses or any modifications thereof to meet the particular needs of the agency if first approved by the Department of Labor:

(1) *Minimum wages.* (i) All mechanics and laborers employed or working upon the site of the work, or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics; and the wage determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv). Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

(ii) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination, and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the contracting officer shall be referred to the Secretary for final determination.

(iii) The contracting officer shall require, whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is

obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the contracting officer, shall be referred to the Secretary of Labor for determination.

(iv) If the contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract: *Provided, however,* The Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.*

The [write in name of Federal agency] may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic employed or working on the site of the work, or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, all or part of the wages required by the contract, the [Agency] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work, or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project. Such records will contain the name and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated

In writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(II) The contractor will submit weekly a copy of all payrolls to the (write in name of appropriate Federal agency) if the agency is a party to the contract, but if the agency is not such a party the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The contractor will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the (write the name of agency) and the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

(4) *Apprentices.* Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau

of Apprenticeship and Training, United States Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work.

(5) *Compliance with Copeland Regulations (29 CFR Part 3).* The contractor shall comply with the Copeland Regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.

(6) *Subcontracts.* The contractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (5) and (7) and such other clauses as the (write in the name of Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

(7) *Contract termination; debarment.* A breach of clauses (1) through (6) may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

In addition, the following clauses must be included in all contracts in excess of \$10,000 where the Davis-Bacon Act applies. (Davis-Bacon Act Regulations 29 C.F.R.

§5a.3).

§ 5a.3 Apprentice and Trainee Employment Requirements.

(1) The contractor agrees:

(i) That he will make a diligent effort to hire for the performance of the contract a number of apprentices or trainees, or both, in each occupation, which bears to the average number of the journeymen in that occupation to be employed in the performance of the contract the applicable ratio as determined by the Secretary of Labor;

(ii) That he will assure that 25 percent of such apprentices or trainees in each occupation are in their first year of training, where feasible. Feasibility here involves a consideration of

(a) the availability of training opportunities for

first year apprentices, (b) the hazardous nature of the work for beginning workers, (c) excessive unemployment of apprentices in their second and subsequent years of training.

(iii) That during the performance of the contract he will, to the greatest extent possible, employ the number of apprentices or trainees necessary to meet currently the requirements of subdivisions (i) and (ii) of this subparagraph.

(2) The contractor agrees to maintain records of employment by trade of the number of apprentices and trainees, apprentices and trainees by first year of training, and of journeymen, and the wages paid and hours of work of such apprentices, trainees and journeymen. The contractor agrees to make these records available

for inspection upon request of the Department of Labor and the Federal agency concerned.

(3) The contractor who claims compliance based on the criterion stated in §5a.4(b) agrees to maintain records of employment, as described in §5a.3(a) (2), on non-Federal and nonfederally assisted construction work done during the performance of this contract in the same labor market area. The contractor agrees to make these records available for inspection upon request of the Department of Labor and the Federal agency concerned.

(4) The contractor agrees to supply one copy of the written notices required in accordance with §5a.4(c) at the request of Federal agency compliance officers. The contractor also agrees to supply at 3-month intervals during performance

of the contract and after completion of contract performance a statement describing steps taken toward making a diligent effort and containing a breakdown by craft, of hours worked and wages paid for first year apprentices and trainees, other apprentices and trainees, and journeymen. One copy of the statement will be sent to the agency concerned, and one to the Secretary of Labor.

(5) The contractor agrees to insert in any subcontract under this contract the requirements contained in this paragraph (29 C.F.R. 5a.3(a) (1), (2), (3), (4), and (5)). Sections 5a.4, 5a.5, 5a.6, and 5a.7 shall also be attached to each such contract for the information of the contractor. The term "contractor" as used in such clauses in any subcontract shall mean the subcontractor.

Contractor Responsibilities Under The Davis-Bacon Act

The recipient government must satisfy itself that the contractor (and subcontractor) is aware of his labor standard responsibilities under the Davis-Bacon Act (31 C.F.R. § 51.33(b)). A contractor's responsibilities are enumerated in Part 3 of the Davis-Bacon regulations:

PART 3—CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

- Sec.
- 3.1 Purpose and scope.
 - 3.2 Definitions.
 - 3.3 Weekly statement with respect to payment of wages.
 - 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
 - 3.5 Payroll deductions permissible without application or approval of the Secretary of Labor.
 - 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
 - 3.7 Application for the approval of the Secretary of Labor.
 - 3.8 Action by the Secretary of Labor upon applications.
 - 3.9 Prohibited payroll deductions.
 - 3.10 Methods of payment of wages.
 - 3.11 Regulations part of contract.

AUTHORITY: The provisions of this part issued under R.S. 161, sec. 2, 48 Stat. 818; Reorg. Plan No. 14 of 1950, 61 Stat. 1267; 5 U.S.C. 22, 133z-note; 40 U.S.C. 276c.

§ 3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of

the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

§ 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured

or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of

Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

§ 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this Part 3 and Part 5 of this Chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 318, "Statement of Compliance", or on an identical form on the back of WH 317, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 317 and WH 318 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

§ 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under § 3.3 shall be delivered by the contractor or subcontractor, within seven days after regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative

of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

§ 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds estab-

lished by the employer, or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however*, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction, voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however*, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under § 516.25(a) of this title shall be kept.

§ 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under § 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction, either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

§ 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under § 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of § 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

§ 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of § 3.6; and shall notify the applicant in writing of his decision.

§ 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under § 3.6 are prohibited.

§ 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

§ 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see § 5.5(a) of this subtitle.

DEPARTMENT OF LABOR

Employment Standards
Administration, Wage and Hour
DivisionMinimum Wages for Federal and
Federally Assisted Construction;
General Wage Determination
Decisions

General wage determination decisions of the Secretary of Labor specify, in accordance with applicable law and on the basis of information available to the Department of Labor from its study of local wage conditions and from other sources, the basic hourly wage rates and fringe benefit payments which are determined to be prevailing for the described classes of laborers and mechanics employed on construction projects of the character and in the localities specified therein.

The determinations in these decisions of such prevailing rates and fringe benefits have been made by authority of the Secretary of Labor pursuant to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Stat. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in 29 CFR 1.1 (including the statutes listed at 36 FR 306 following Secretary of Labor's order No. 24-70) containing provisions for the payment of wages which are dependent upon determination by the Secretary of Labor under the Davis-Bacon Act; and pursuant to the provisions of part 1 of subtitle A of title 29 of Code of Federal Regulations, Procedure for Predetermination of Wage Rates (37 FR 21138) and of Secretary of Labor's Orders 12-71 and 15-71 (36 FR 8755, 8756). The prevailing rates and fringe benefits determined in these decisions shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

Good cause is hereby found for not utilizing notice and public procedure thereon prior to the issuance of these determinations as prescribed in 5 U.S.C. 553 and not providing for delay in effective date as prescribed in that section, because the necessity to issue construction industry wage determination frequently and in large volume causes procedures to be impractical and contrary to the public interest.

General wage determination decisions are effective from their date of publication in the Federal Register

without limitation as to time and are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision together with any modifications issued subsequent to its publication date shall be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable Federal prevailing wage law and 29 CFR, Part 5. The wage rates contained therein shall be the minimum paid under such contract by contractors and subcontractors on the work.

Modifications and Supersedeas
Decisions to General Wage
Determination Decisions

Modifications and Supersedeas Decisions to General Wage Determination Decisions are based upon information obtained concerning changes in prevailing hourly wage rates and fringe benefit payments since the decisions were issued.

The determinations of prevailing rates and fringe benefits made in the modifications and supersedeas decisions have been made by authority of the Secretary of Labor pursuant to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Stat. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in 29 CFR 1.1 (including the statutes listed at 36 FR 306 following Secretary of Labor's order No. 24-70) containing provisions for the payment of wages which are dependent upon determination by the Secretary of Labor under the Davis-Bacon Act; and pursuant to the provisions of part 1 of subtitle A of title 29 of Code of Federal Regulations, Procedure for Predetermination of Wage Rates (37 FR 21138) and of Secretary of Labor's orders 13-71 and 15-71 (36 FR 8755, 8756). The prevailing rates and fringe benefits determined in foregoing general wage determination decisions, as hereby modified, and/or superseded shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged in contract work of the character and in the localities described therein.

Modifications and supersedeas decisions are effective from their date of publication in the Federal Register without limitation as to time and are to be used in accordance with the provisions of 29 CFR Parts 1 and 5.

Any person, organization, or governmental agency having an interest in the wages determined as prevailing is encouraged to submit wage rate information for consideration by the

Department. Further information and self-explanatory forms for the purpose of submitting this data may be obtained by writing to the U.S. Department of Labor, Employment Standards Administration, Wage & Hour Division, Office of Government Contract Wage Standards, Division of Construction Wage Determinations, Washington, D.C. 20210. The cause for not utilizing the rulemaking procedures prescribed in 5 U.S.C. 553 has been set forth in the original General Determination Decision.

New General Wage Determination Decisions

Arkansas	AR79-3091
Maryland	MD79-3034
	MD79-3035
New Jersey	NJ79-3013
	NJ79-3041
New York	NY79-3042

Modifications to General Wage
Determination Decisions

The numbers of the decisions being modified and their dates of publication in the Federal Register are listed with each State.

Arizona	AZ79-5103	Feb. 9, 1979
	AZ79-5104	Mar. 9, 1979
Colorado	CO79-5116	May 18, 1979
	CO79-5118	June 15, 1979
Delaware	DE 79-1000	Nov. 1, 1978
Florida	FL79-1061	Apr. 13, 1979
	FL79-1093	June 8, 1979
Mississippi	MS79-1119	Aug. 17, 1979
Nebraska	NE79-5107	Mar. 9, 1979
New Jersey	NJ79-3047	June 16, 1978
	NJ79-3017	Feb. 23, 1979
North Carolina	NC 79-1061	May 7, 1978
North Dakota	ND79-5125	Sept. 27, 1978
	ND79-5129	Apr. 1, 1979

Cancellation of General Wage
Determination Decisions

The general wage decisions listed below are cancelled. Agencies with construction projects pending to which one of the cancelled decisions would have been applicable should utilize the project determination procedure by submitting form SF-308. See Regulations Part 1 (29 CFR), Section 1.5. Contracts for which bids have been opened shall not be affected by this notice. Also, consistent with 29 CFR 1.7(b)(2), the incorporation of one of the cancelled decisions in contract specifications, the opening of bids for which is within ten (10) days of this notice, need not be affected.

IN77-2027—Pulke County, Indiana—
Residential Construction
IN77-2028—Vermillion County, Indiana—
Residential Construction

Signed at Washington, D.C. this 5th Day of
October 1979.

Dorothy P. Come,
Assistant Administrator, Wage and Hour
Division.

BILLING CODE 4510-27-M

MODIFICATIONS P. 1

DECISION #A279-5100 - Mod. #7
(44 FR 3482 - February 9, 1979)

Statewide, Arizona	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Change:					
Carpenters:					
Central and Southern Areas:					
Carpenters; Drywall Applicators; Saw Filers; Shinglers	\$11.435	\$1.075	\$1.085	.05	
Floorlayers (finish); Piledrivermen	11.74	1.075	1.085	.05	
Millwrights	11.88	1.075	1.085	.05	
Northern Area:					
Carpenters; Drywall Applicators; Saw Filers; Shinglers	13.56	1.075	1.085	.05	
Floorlayers (finish); Piledrivermen	13.865	1.075	1.085	.05	
Millwrights	14.005	1.075	1.085	.05	
Cement Masons:					
Apache, Coconino, Gila, Mohave, Navajo, Yavapai, Yuma and the Northern portions of Graham, Greenlee, Maricopa and Pinal Counties:					
Central and Southern Areas:					
Cement Masons	11.21	.95	1.30	.05	
Concrete troweling machine; Sawing and scoring machine; Curb and gutter machine	11.38	.95	1.30	.05	
Northern Area:					
Cement Masons	13.085	.95	1.30	.05	
Concrete troweling machine; Sawing and scoring machine; Curb and gutter machine	13.255	.95	1.30	.05	
Electricians:					
Phoenix Area:					
Zone A	14.55	.96	3 1/2+.88	3/4 1/2	
Zone B	16.55	.96	3 1/2+.82	3/4 1/2	

MODIFICATIONS P. 2

DECISION NO. A279-5100 (Cont'd)

Phoenix Area (Cont'd)	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Zone C	\$17.55	.96	3 1/2+.83		3/4 1/2
Globe-Miami Area:					
Zone A:					
Electricians	14.49	.60	1 1/2		1 1/2
Cable Splicers	14.74	.60	1 1/2		1 1/2
Zone B:					
Electricians	15.23	.60	1 1/2		1 1/2
Cable Splicers	15.48	.60	1 1/2		1 1/2
Zone C:					
Electricians	15.86	.60	1 1/2		1 1/2
Cable Splicers	16.11	.60	1 1/2		1 1/2
Zone D:					
Electricians	15.61	.60	1 1/2		1 1/2
Cable Splicers	15.86	.60	1 1/2		1 1/2
Laborers:					
Central and Southern Areas: (See Attached)					
Northern Area: (See Attached):					
Tunnel and Shaft Work: (See Attached)					
Painters:					
Tucson and Yuma Areas:					
Zone A:					
Brush	9.96	.77	.45		.06
Spray & Sandblasters	10.46	.77	.45		.06
Paperhangers	10.09	.77	.45		.06
Swing Stage, under 40 ft.:					
Brush	10.26	.77	.45		.06
Spray	10.76	.77	.45		.06
Swing Stage, over 40 ft.:					
Brush	10.71	.77	.45		.06
Spray	11.21	.77	.45		.06
Structural Steel and Tanks:					
Brush	10.96	.77	.45		.06
Spray & Sandblaster	11.46	.77	.45		.06
Zone B:					
Brush	10.71	.77	.45		.06
Spray & Sandblaster	11.21	.77	.45		.06

MODIFICATIONS P. 3

DECISION NO. AZ79-5100 (Cont'd)

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Paperhangers	\$10.84	.77	.45		.06
Swing Stage, under					
40 ft.:					
Brush	11.01	.77	.45		.06
Spray	11.51	.77	.45		.06
Swing Stage, over					
40 ft.:					
Brush	11.46	.77	.45		.06
Spray	11.96	.77	.45		.06
Structural Steel and Tanks:					
Brush	11.71	.77	.45		.06
Spray and Sandblaster	12.21	.77	.45		.06
Zone C:					
Brush	11.46	.77	.45		.06
Spray and Sandblaster	11.96	.77	.45		.06
Paperhangers	11.59	.77	.45		.06
Swing Stage, under					
40 ft.:					
Brush	11.76	.77	.45		.06
Spray	12.26	.77	.45		.06
Swing Stage, over					
40 ft.:					
Brush	12.12	.77	.45		.06
Spray	12.71	.77	.45		.06
Structural Steel and Tanks:					
Brush	12.46	.77	.45		.06
Spray and Sandblasters	12.96	.77	.45		.06
Zone D:					
Brush	11.96	.77	.45		.06
Spray	12.46	.77	.45		.06
Paperhangers	12.09	.77	.45		.06
Swing Stage, under					
40 ft.:					
Brush	12.26	.77	.45		.06
Spray	12.76	.77	.45		.06
Swing Stage, over					
40 ft.:					
Brush	12.71	.77	.45		.06
Spray	13.21	.77	.45		.06

MODIFICATIONS P. 4

DECISION NO. AZ79-5100 (Cont'd)

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Structural Steel and Tanks:					
Brush	\$12.96	.77	.45		.06
Spray and Sandblasters	13.46	.77	.45		.06
Plasterers' Tenders	10.30	.92	1.10		.10
Power Equipment Operators: (Except Piledriving and Steel Erection):					
Central and Southern Areas: (See Attached)					
Northern Area: (See Attached)					
Sheet Metal Workers:					
Zone Bases: from the Administration Bldg. or City Hall in Douglas and Tucson:					
Zone A	11.42	3 $\frac{1}{2}$ +1.14	1.92		.02
Zone B	12.37	3 $\frac{3}{4}$ +1.14	1.92		.02
Zone C	13.92	3 $\frac{3}{4}$ +1.14	1.92		.02
Sprinkler Fitters	13.76	.75	1.05		.03
Truck Drivers:					
Central and Southern Areas: (See Attached)					
Northern Area: (See Attached)					

MODIFICATIONS P. 5

DECISION NO. AZ79-5100 (Cont'd)

	Basic Hourly Rates	Basic Hourly Rates	Fringe Benefits Payments			
			H & W	Pensions	Vacation	Education and/or Appr. Tr.
	C&SAREA	N AREA				
Laborers:						
Group 1	\$9.06	\$10.935	.92	\$1.10		.10
Group 2	9.20	11.075	.92	1.10		.10
Group 3	9.35	11.225	.92	1.10		.10
Group 4	9.47	11.345	.92	1.10		.10
Group 5	9.65	11.525	.92	1.10		.10
Group 6	10.055	11.93	.92	1.10		.10
Group 7	10.745	12.62	.92	1.10		.10
Tunnel and Shaft Work:						
Group 1	9.325	11.20	.92	1.10		.10
Group 2	9.50	11.375	.92	1.10		.10
Group 3	9.64	11.515	.92	1.10		.10
Group 4	10.03	11.905	.92	1.10		.10
Group 5	10.225	12.10	.92	1.10		.10
Group 5-A	10.495	12.37	.92	1.10		.10
Power Equipment Operators: (Except Piledriving and Steel Erection):						
Group 1	9.65	11.535	1.10	1.10		.08
Group 2	10.06	11.935	1.10	1.10		.08
Group 3	10.55	12.425	1.10	1.10		.08
Group 4	11.13	13.005	1.10	1.10		.08
Group 5	11.70	13.575	1.10	1.10		.08
Group 5-A	12.03	13.905	1.10	1.10		.08
Group 6	12.39	14.265	1.10	1.10		.08
Group 7	13.04	14.915	1.10	1.10		.08
Truck Drivers:						
Group 1	9.23	11.165	.92	1.10		.08
Group 2	9.37	11.245	.92	1.10		.08
Group 3	9.61	11.485	.92	1.10		.08
Group 4	9.99	11.865	.92	1.10		.08
Group 5	10.16	12.035	.92	1.10		.08
Group 5-A	10.36	12.235	.92	1.10		.08
Group 6	10.51	12.385	.92	1.10		.08
Group 7	10.95	12.925	.92	1.10		.08
Group 8	11.505	13.38	.92	1.10		.08
Group 8-A	12.21	14.085	.92	1.10		.08
Group 8-B	9.84	11.715	.92	1.10		.08
Group 8-C	11.88	13.755	.92	1.10		.08

MODIFICATIONS P. 6

DECISION NO. AZ79-5100 (Cont'd)

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Omit:					
Asbestos Workers	\$11.94	.50	\$1.20		.02
Bricklayers: (Tucson Area):					
Bricklayers; Stone-masons:					
Zone A: 0-15 miles from Tucson City limits	11.22	1.00	.90		.06
Zone B: Over 15 miles to 30 miles from Tucson City limits	11.59	1.00	.90		.06
Zone C: Over 30 miles to 40 miles from Tucson City limits	11.96	1.00	.90		.06
Zone D: Over 40 miles from Tucson City limits	12.72	1.00	.90		.06
Manhole Builders:					
Zone A: 0-15 miles from Tucson City limits	11.47	1.00	.90		.06
Zone B: Over 15 miles to 30 miles from Tucson City limits	11.84	1.00	.90		.06
Zone C: Over 30 miles to 40 miles from Tucson City limits	12.21	1.00	.90		.06
Zone D: Over 40 miles from Tucson City limits	12.97	1.00	.90		.06
Cement Masons:					
Cochise, Pima, Santa Cruz and the Southern portions of Graham, Greenlee, Maricopa, and Pinal Counties: Central and Southern Areas:	10.22	.85	.85		.35

MODIFICATIONS P. 7

DECISION NO. AZ79-5100 (Cont'd)

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Concrete troweling machine; Sawing and scoring machine; Curb and gutter machine	\$10.385	.85	.85		.05
Drywall:					
From Court House in Phoenix, Mesa, including Luke and Williams Air Force Bases:					
Tapers:					
Zone A: 0-40 miles	10.21	.59	.50		.07
Zone B: 41-60 miles	11.21	.59	.50		.07
Zone C: 61 miles and over	12.46	.59	.50		.07
Texture Sprayers:					
Zone A: 0-40 miles	9.81	.59	.50		.07
Zone B: 41-60 miles	10.81	.59	.50		.07
Zone C: 61 miles and over	12.06	.59	.50		.07
Electricians:					
(Gallup Area - Apache County north of Hwy. #66):					
Electricians	14.10	.60	3 1/2+.70		1/23
Cable Splicers	14.69	.60	3 1/2+.70		1/23
Soft Floor Layers:					
(Phoenix Area):					
Zone A: 0-40 miles from Court House in Phoenix and Flagstaff including Luke and Williams Air Force Bases	9.21	.59	.12		.12
Zone B: 41-60 miles from Court House in Phoenix and Flagstaff	10.21	.59	.12		.12
Zone C: 61 miles and over from Court House in Phoenix and Flagstaff	10.71	.59	.12		.12
(Tucson Area)	9.25	.38			

MODIFICATIONS P. 8

DECISION NO. AZ79-5100 (Cont'd)

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Add:					
Asbestos Workers:					
Zone 1: Area lying within 15 miles radius from the City Hall in Phoenix or Tucson	\$14.19	.82	\$1.30		.03
Zone 2: Area lying beyond the limits of Zone 1 and within 30 miles radius from the City Hall in Phoenix or Tucson	14.89	.82	1.30		.03
Zone 3: Area lying beyond the limits of Zone 2 and within 40 miles radius from the City Hall in Phoenix or Tucson	15.09	.82	1.30		.03
Zone 4: Area lying beyond the limits of Zone 3 and within 50 miles radius from the City Hall in Phoenix or Tucson	15.54	.82	1.30		.03
Zone 5: Area lying beyond the limits of Zone 4	17.69	.82	1.30		.03
Bricklayers:					
Cochise, Graham County (Southern part), Greenlee County (Southern part), Pima, Pinal County (southern part), Santa Cruz Counties:					
Zone A: 0-15 road miles from Tucson City limits:					
Bricklayers:	11.96	1.00	.95		.06
Stonemasons	12.21	1.00	.95		.06
Manhole Builders					

MODIFICATIONS P. 9

DECISION NO. AZ79-5100 (Cont'd)

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Zone B: 15-30 road miles from Tucson City limits: Bricklayers: Stonemasons	\$12.33	\$1.00	.95		.06
Manhole Builders	12.58	1.00	.95		.06
Zone C: 30-40 road miles from Tucson City limits: Bricklayers: Stonemasons	12.71	1.00	.95		.06
Manhole Builders	12.96	1.00	.95		.06
Zone D: Over 40 road miles from Tucson City limits: Bricklayers: Stonemasons	13.46	1.00	.95		.06
Manhole Builders	13.71	1.00	.95		.06
Cement Masons: Cochise, Pima, Santa Cruz and the southern portions of Graham, Greenlee, Maricopa, and Pinal Counties: Cement Masons	11.44	.92	1.10		.05
Concrete troweling machine; Sawing and scoring machine; Curb and gutter machine	11.61	.92	1.10		.05
Drywall Tapers & Texturers Zone A: 0-40 road miles from Courthouse in Phoenix; also Luke and Williams Air Force Bases	11.96	.59	.50		.12
Zone B: 41-60 road miles from Courthouse in Phoenix	12.96	.59	.50		.12
Zone C: 61 road miles and over from Courthouse in Phoenix	14.21	.59	.50		.12

MODIFICATIONS P. 10

DECISION NO. AZ79-5100 (Cont'd)

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Electricians: Apache County (north of Interstate 40): Electricians Cable Splicers	\$14.58 15.19	.60 .60	3%+.70 3%+.70		1/2% 1/2%
Lathers: South of a line crossing the State drawn through Ajo, Randolph and Springerville: Zone A: Area within a 30 mile radius of the City Hall in Tucson	12.53	.50			
Zone B: Area within a 30 to 40 mile radius of the City Hall in Tucson	13.03	.50			
Zone C: Area within a 40 to 50 mile radius of the City Hall in Tucson	13.28	.50			
Zone D: Area outside of Zone C	14.03	.50			
Soft Floor Layers	10.87	.69	.12		

LABORERS

- Group 1: All Helpers not herein separately classified; Cesspool Diggers and installers; Chat Box Man; Checker, tool dispatcher; Concrete dump manbelt, pipe and/or hoseman; Dumpman and/or spotter; Fence builder, guard rail builder highway; Form strippers; Labor, general or construction; Landscape gardener and nurseryman; Packing rod steel and pans; Rip rap stoneman; Astro turf layer; Cleanup, Bull gang; Trackman-railroad
- Group 2: Cement finisher tender; Concrete curer (impervious membrane); Cutting torch operator; Fine grader (highway, engineering and sewer work only); Kettleman - Tarman; Power type concrete buggy
- Group 3: Bander; Chucktender (except tunnel); Creosote tieman; Guinea chaser; Powderman helper; Rip-rap stone paver; Sandblaster (pot tender); Spike and wrenchers
- Group 4: Cement dumpers (Skip-type mixer or handling bulk cement); Chain saw machines (on clearing and grubbing); Concrete vibrating machines; Cribber and shorer (except tunnel); Floor sanders concrete; Hydraulic jacks, and similar mechanical tools not separately classified herein; Operators and tenders of pneumatic and electric tools; Pipe caulker and/or backup man (pipeline); Pipe wrapper; Pneumatic gopher; Rigger/Signalman (pipeline)
- Group 5: Air and water wash-out nozzleman; Asphalt rakers and ironers, Driller; Grade setter (pipeline); Hand guided trencher and similar operated equipment: Jackhammer and/or pavement breakers; Pipelayers (including but not limited to non-metallic, transite and plastic pipe, water pipe, sewer pipe, drain pipe, underground tile and conduit); Rock slinger; Scaler (using Bos'ns chairs or safety belt); Tampers (mechanical - all types); Precast manhole erector
- Group 6: Concrete Cutting Torch; Concrete saw (hand guided); Driller, (core diamond, wagon or air track); Drill doctor and/or air tool repairman; Gunman and mixerman (gunite); Sandblaster (nozzleman)
- Group 7: Concrete Road Form Setter; Gunite nozzleman or rodman; Drillers, Joy Mustang, PR 143, 220 Gardner-Denver, Hydrasonic; Powderman; Scaler (drillers); Welders and/or Pipelayers installing process piping; Form setter and/or builder

LABORERS

(Tunnel and Shaft Workers)

- Group 1: Bull Gang, muckers, trackman; Dumpmen; Concrete crew (includes rodders and spreaders); Grout Crew; Swamper (brakeman and switchmen on tunnel work); Change house man
- Group 2: Nipper; Chucktender, Cabletender, Vibratorman, Jackhammer, Pneumatic tools (except driller)
- Group 3: Grout Gunman
- Group 4: Timberman, Retimberman - wood or steel blaster, driller powerman; 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

DECISION NO. AZ79-5100

TRUCK DRIVERS

Group 1: Teamsters; Pickups; Station Wagons; Manhaul driver

Group 2: Dump or flatrack (2 or 3 axle); Water truck (under 2500 gallons); Buggymobile (1 cu. yd. or less); Tiremen; Bus drivers, ambulance driver, self-propelled street sweeper; Warehousemen

Group 3: Dump or flatrack (4 axle); Dumptor or dumpster (less than 7 cu. yd.); Water truck (2500 gallons but less than 4000 gallons)

Group 4: Dumptor or dumpster (7 cu. yd. but less than 16 cu. yd.); Dump or flatrack (5 axle); Water truck (4000 gallons and over); Slurry type equipment or leverman; Flaherty spreader or similar type equipment or leverman; Transit mix (8 cu. yd. or less)

Group 5: Dump or flatrack (6 axle); Transit mix (over 8 cu. yd. but less than 10.5 cu. yd.); Rock truck (i.e. Dart, Euclid and other similar type end dumps, single unit less than 16 cu. yd.)

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

Group 6: Transit Mix (over 10.5 cu. yd. but less than 14 cu. yd.); Ross carrier; Fork lift or lift truck; Hydro lift, Swedish crane Iowa 300 and similar type; Concrete pump (when integral part of transit mix truck); Dump or flatrack (7 axle)

Group 7: Dump or Flatrack (8 axles)

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 trucks (Dart, Euclid, or other similar end dump types (16 cu. yd. and over); Dump or flatrack (9 axles)

Group 8A: Heavy duty mechanis/welder; Body and fender man

Group 8B: Field equipment serviceman or fuel truck driver

Group 8C: Heavy duty mechanis/welder helper

DECISION NO. AZ79-5100

POWER EQUIPMENT OPERATORS
(Except Piledriving and Steel Erection)

Group 1: Air compressor operator; Field equipment servicemen helper; Heavy duty repair helper; Heavy duty welder helper; Oiler; Pump operator

Group 2: Conveyor operator; Generator operator - portable; Power grizzly operator; Self-propelled chip spreading machine - conveyor operator; Watch fireman; Welding machine operator - gasoline and diesel power

Group 3: Concrete mixer operator - skip type; Dinky operator - (under 20 tons wt.); Driver-moto paver, Slurry seal machine, and similar type equipment; Motor crane driver; Power sweeper operator - self-propelled; Ross carrier or fork lift operator; Skip loader operator - all types with rated capacity 1-1/2 cu. yds. or less; Wheel type tractor operator (Ford, Ferguson, or similar type) with attachments such as fresno, push blade, post hole auger, mower, etc., excluding compacting equipment

Group 4: A-Frame boom truck or winch truck operator; Asphalt plant firemen; Elevator hoist operator (including Tuskey hoist or similar type; Grade checker (excluding civil engineer); Multiple power concrete saw operator; Pavement breaker, mechanical compactor operator, power propelled; Roller operator - all types - except as otherwise classified; Screed operator; Self-propelled chip spreading machine operator (including Slurry seal machine operator) Stationary pipewrapping and cleaning machine operator; Tugger operator

Group 5: Aggregate plant operator (including crushing, screening and sand plants, etc.); Asphalt plant mixer operator; Beltcrete machine; Boring machines operator; Concrete mechanical tamping, spreading or finishing machine (including Clary, Johnson or similar types); Concrete pumps operator; Concrete batch plant operator, all types and sizes; Conductor, brakeman, or handler; Drilling machine, including water wells; Elevating grader operator - all types and sizes (except as otherwise classified); Field equipment serviceman; Highline cableway signalman; Kolman belt loader operator or similar, with belt width 48" or over; Locomotive engineer (including Dinky - 20 tons wt. and over); Moto-paver and similar type equipment operator; Operating engineer rigger; Pneumatic-tired scraper operator (Turnapull, Euclid, Cat, D-W, Hancock and similar equipment) up to and including 12 cu. yds.; Power jumbo form setter operator; Pressure grout machine operator (as used in heavy engineering construction); Road oil mixing machine operator; Roller operator - on all types asphalt pavement; Self-propelled compactor, with blade; Skip loader operator - all types with rated capacity over 1-1/2 but less than 4 cu. yds.; Slip form operator (power driven lifting device for concrete forms); Soil Cement road mixing machine operator - single pass type; Stationary Central generating plant operator - rated 300 K.W. or more; Surface heater and planer operator; Travelling pipewrapping machine operator

Group 5A: Heavy duty mechanic and/or welder; Pneumatic tired scraper, all sizes and types over 12 cu. yds. up to and including 45 cu. yds. MRC (Turnapull, Euclid, Cat, D-W, Hancock and similar equipment); Tractor operator (Pusher, Bulldozer, Scraper) up to 400 net horsepower rating; Trenching machine operator

Group 6: Auto-Grade Machine (CMI and similar equipment); Boring machine operator (including Mole, Badger and similar type; Concrete mixer operator-paving type, and mobile mixer; Concrete pump operator with boom attachment (Truck mounted); Crane operator-crawler and pneumatic type, under 100 ton capacity MRC; Crawler type tractor operator-with boom attachment; Derrick operator; Forklift operator for hoisting personnel; Grade-all operator; Helicopter hoist; Highline cableway operator (less than 20 tons rated capacity); Mass excavator operator (150 Bucyrus Erie and similar types; Mechanical hoist operator (two or more drums); Motor grade operator - any type power blade; Motor grade operator with elevating grader attachment; Mucking machine operator; overhead crane operator; Pile-driver engineer (portable, stationary or skid rig; Pneumatic-tired scraper operator - all sizes and types (Turnapull, Euclid, Cat, D-W; Hancock and similar equipment over 45 cu. yds., MRC); Power driven ditch lining or ditch trimming machine operator; Skip loader operator - all types with rated capacity 4 cu. yds., but less than 8 cu. yds. Slip form paving machine operator (including Gunnert, Zimmerman & similar types); Specialized power digger operator - attached to wheel-type tractor; Tower crane (or similar type) operator; Tractor operator (Pusher, bulldozer, scraper (400 net horsepower and over)); Tugger operator(Two or more); Universal equipment operator - shovel, backhoe, dragline, clamshell, etc., up to 8 cu. yds.

Group 7: Crane operator - pneumatic or crawler (100 ton hoisting capacity and over MRC rating); Helicopter pilot - FAA qualified when used in construction work; Highline cableway operator, over 20 ton rated capacity and using traveling head and tail tower; Remote control earth moving equipment operator; Skip loader operator - all types with rate capacity of 8 cu. yds. or more; Universal equipment - Shovel, backhoe, dragline, clamshell, etc., 8 cu. yds. and over.

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 19____,
by and between _____

of the City of _____, County of _____, State of _____,
party of the first part, hereinafter designated the CONTRACTOR, and the FLOOD
CONTROL DISTRICT OF MARICOPA COUNTY, acting by and through its BOARD OF
DIRECTORS, a political subdivision of the State of Arizona, a body politic
with corporate power, party of the second part, hereinafter designated OWNER.

WITNESSETH: That the said Contractor, for and in consideration of the
sum to be paid him by the said Owner, in the manner and at the time hereinafter
provided, and of the other covenants and agreements herein contained, and under
the penalties expressed in the bonds provided, hereby agrees, for himself, his
heirs, executors, administrators, successors, and assigns to as follows:

ARTICLE I-SCOPE OF WORK: The Contractor shall furnish any and all labor,
materials, equipment, transportation, utilities, services and facilities
required to perform all work for the construction of Project No. _____

and to completely and totally construct the same and install the material
therein for the Owner, in a good and workmanlike and substantial manner and to
the satisfaction of the Owner through its Engineers and under the direction and
supervision of the Engineer, or his properly authorized agents and strictly
pursuant to and in conformity with the Plans and Specifications prepared by the
Engineers for the Owner, and with such modifications of the same and other
documents that may be made by the Owner through the Engineer or his properly
authorized agents, as provided herein.

ARTICLE II-CONTRACT DOCUMENTS: The Invitation for Bids, Plans, Standard
Specifications and Details, Special Provisions, Addenda, if any, and Proposal,
as accepted by the BOARD OF DIRECTORS, Performance Bond, Payment Bond,
Certificates of Insurance, and Change Orders, if any, are by this reference
made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III-TIME OF COMPLETION: The Contractor further covenants and agrees
at his own proper cost and expense, to do all work as aforesaid for the con-
struction of said improvements and to completely construct the same and install
the material therein, as called for by this agreement free and clear of all
claims, liens, and charges whatsoever, in the manner and under the conditions
specified within the time, or times, stated in the proposal pamphlet.

ARTICLE IV-PAYMENTS: For and in consideration of the faithful performance
of the work herein embraced as set forth in the Contract Documents, which are a
part hereof and in accordance with the directions of the owner, through its
Engineer and to his satisfaction, the Owner agrees to pay the said Contractor
the amount earned, computed from actual quantities of work performed and
accepted or materials furnished at the unit bid price on the Proposal made a
part hereof, and to make such payment within forty (40) days after final
inspection and acceptance of the work.

IN WITNESS WHEREOF: Five (5) identical counterparts of this contract each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

The Contractor agrees that this Contract, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal.

CONTRACTOR, PARTY OF FIRST PART

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
PARTY OF SECOND PART

By: _____
Chairman, Board of Directors

Date: _____

Date: _____

RECOMMENDED BY:

ATTEST:

Chief Engineer and General Manager
Flood Control District
of Maricopa County

Clerk of the Board

Date: _____

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BE THESE PRESENTS:

That, _____
(hereinafter called the Principal), as Principal, and

_____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Flood Control District of Maricopa County, State of Arizona (hereinafter called the Obligee) in the amount of _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 19____, for _____

_____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all moneys due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, of said Title, Chapter, and Article, to the extent as if it were copied at length herein.

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the court or a judge thereof.

Witness our hands this _____ day of _____, 19____.

AGENCY OF RECORD

AGENCY ADDRESS

CONTRACT NO. FCD
PAYMENT BOND

PRINCIPAL SEAL

BY: _____

SURETY SEAL

BY: _____

POWER OF ATTORNEY SEAL

BY: _____

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BE THESE PRESENTS:

That, _____
(hereinafter called the Principal), as Principal, and

_____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the Flood Control District of Maricopa County, in the County of Maricopa, State of Arizona, in the amount of _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Flood Control District of Maricopa County, dated the _____ day of _____, 19____, for _____

_____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter, and Article, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 19____.

PRINCIPAL SEAL

BY: _____

AGENCY OF RECORD

AGENCY ADDRESS

SURETY SEAL

BY: _____

CONTRACT NO. FCD
PERFORMANCE BOND

POWER OF ATTORNEY SEAL

BY: _____

