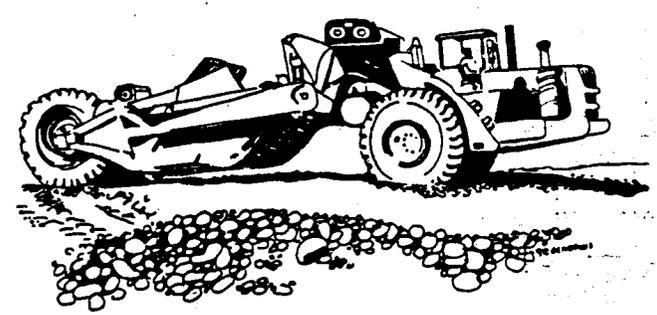
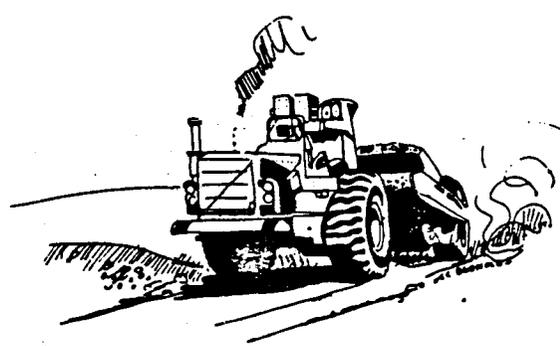


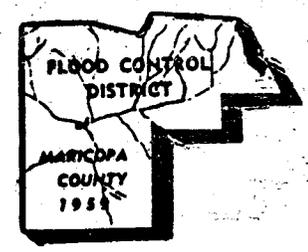
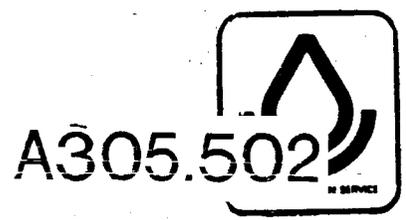
Property of
Flood Control District of MC Libran
Please Return to
2801 W. Durango
Phoenix, AZ 85009

CONTRACT FOR THE CONSTRUCTION OF BULLDOG FLOODWAY AND APACHE JUNCTION F.R.S.



FLOOD CONTROL DISTRICT OF MARICOPA COUNTY ARIZONA

**UNITED STATES DEPARTMENT
OF AGRICULTURE
SOIL CONSERVATION SERVICE**



PART I - THE SCHEDULE
SECTION A - SOLICITATION, OFFER AND AWARD
(Construction, Alteration or Repair)OMB No. 0505-0005
Expiration Date: 05/31/88

1. SOLICITATION NO. SCS-3-AZ-87 ✓	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED MARCH 2, 1987
--------------------------------------	--	---------------------------------

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

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

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

SOIL CONSERVATION SERVICE 201 E. INDIANOLA AVE. , SUITE 200 PHOENIX, ARIZONA 85012	SAME AS BLOCK 7
--	-----------------

9. FOR INFORMATION CALL:

A. NAME

DAVID O. LAMBSON

B. TELEPHONE NO. (Include area code)
(NO COLLECT CALLS)
602-241-5127

SOLICITATION

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

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

CONSTRUCTION OF THE APACHE JUNCTION FRS/BULLDOG FLOODWAY
AND MERIDIAN ROAD AND IRONWOOD DRIVE BRIDGES

Price Range: Between \$5,000,000 and \$10,000,000

11. The Contractor shall begin performance within 20 calendar days and complete it within 727 calendar days after receiving [] award [X] notice to proceed. This performance period is [X] mandatory [] negotiable. (*See Section ___)

EXCEPTION TO STANDARD FORM 1442
APPROVED BY GSA/OIRM 6/85STANDARD FORM 1442 (Rev. 4-85)
FAR(48 CFR) 53.236-1(D)

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

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 1:00 PM (hour) local time MAY 5, 1987 (date).

If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee [X] is, [] is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

<p>14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)</p>	<p>15. TELEPHONE NO. (Include area code)</p>
---	--

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE	FACILITY CODE
------	---------------

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

AMOUNTS |

SCS-3-AZ-87

SF1442, Page 3 of 4

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

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.									
DATE									

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

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

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

26. ADMINISTERED BY CODE

27. PAYMENT WILL BE MADE BY

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

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

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

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

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

30B. SIGNATURE

30C. DATE

31B. UNITED STATES
OF AMERICA

31C. AWARD
DATE

BY _____

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

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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

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

BID SCHEDULE A
BULLDOG FLOODWAY AND APACHE JUNCTION OUTLET

Item No.	Work or Material	Spec. No.	Quantity	Unit	Unit Price	Amount
1.	Clearing & Grubbing	2	23	Acres	\$ _____	\$ _____
2.	Mobilization	8	1	L.S.	\$ XXX	\$ _____
3.	Water	10	20,400	M.G.	\$ _____	\$ _____
4.	Structure Excavation, Common	21	620	Cu. Yd.	\$ _____	\$ _____
5.	Channel Excavation, Common	21	209,010	Cu. Yd.	\$ _____	\$ _____
6.	Structure Backfill	23	13,180	Cu. Yd.	\$ _____	\$ _____
7.	Earth Fill	23	31,950	Cu. Yd.	\$ _____	\$ _____
8.	Transition Fill	24	2,044	Cu. Yd.	\$ _____	\$ _____
9.	Drain Fill	24	2,510	Cu. Yd.	\$ _____	\$ _____
10.	Concrete, Class 4000X	31	13,807	Cu. Yd.	\$ _____	\$ _____
11.	Steel Reinforcement	34	1,867,237	Lbs.	\$ _____	\$ _____
12.	24-inch Loose Riprap	61	500	Cu. Yd.	\$ _____	\$ _____
13.	24-inch Grouted Rock	62	3,610	Cu. Yd.	\$ _____	\$ _____
14.	Cement	31	3,894	Ton	\$ _____	\$ _____
15.	Metal Work	81	1	L.S.	\$ XXX	\$ _____
16.	Farm Fence	92	21,200	Lin. Ft.	\$ _____	\$ _____
17.	Identification Sign	93	1	L.S.	\$ XXX	\$ _____
18.	Surveys	7	1	L.S.	\$ XXX	\$ _____
19.	Contractor Inspection	94	1	L.S.	\$ XXX	\$ _____
TOTAL THIS SCHEDULE					\$ _____	

BID SCHEDULE B

APACHE JUNCTION FLOODWATER RETARDING STRUCTURE & FLOODWAY

Item No.	Work or Material	Spec. No.	Quantity	Unit	Unit Price	Amount
1.	Clearing & Grubbing	2	213	Acres	\$ _____	\$ _____
2.	Mobilization	8	1	L.S.	\$ XXX	\$ _____
3.	Water	10	41,000	M.G.	\$ _____	\$ _____
4.	Foundation Excavation, Common	21	106,200	Cu.Yd.	\$ _____	\$ _____
5.	Structure Excavation, Common	21	2,085	Cu.Yd.	\$ _____	\$ _____
6.	Channel Excavation, Common	21	68,320	Cu.Yd.	\$ _____	\$ _____
7.	Earth Fill	23	376,210	Cu.Yd.	\$ _____	\$ _____
8.	Structure Backfill	23	3,755	Cu.Yd.	\$ _____	\$ _____
9.	Transition Fill-FRS Transition	24	21,200	Cu.Yd.	\$ _____	\$ _____
10.	Transition Fill-FRS Structure	24	40	Cu.Yd.	\$ _____	\$ _____
11.	Transition Fill-Floodway	24	315	Cu.Yd.	\$ _____	\$ _____
12.	Drain Fill-FRS Structure	24	592	Cu.Yd.	\$ _____	\$ _____
13.	Drain Fill-Floodway	24	1,014	Cu.Yd.	\$ _____	\$ _____
14.	Concrete, Class 4000X	31	3,229	Cu.Yd.	\$ _____	\$ _____
15.	Steel Reinforcement	34	519,650	LBS.	\$ _____	\$ _____
16.	30-inch Pipe	41	134	Lin. Ft.	\$ _____	\$ _____
17.	24-inch Loose Riprap	61	1,075	Cu.Yd.	\$ _____	\$ _____
18.	12-inch Loose Riprap	61	2,470	Cu.Yd.	\$ _____	\$ _____
19.	24-inch Grouted Rock	62	2,385	Cu.Yd.	\$ _____	\$ _____

(BID SCHEDULE B CONT'D)

20.	Cement	31	910	Ton	\$ _____	\$ _____
21.	Metal Work	81	1	LS	\$ XXX	\$ _____
22.	Chain Link Fence	91	1	LS	\$ XXX	\$ _____
23.	Farm Fence	92	29,250	Lin.Ft.	\$ _____	\$ _____
24.	Identification Sign	93	1	LS	\$ XXX	\$ _____
25.	6-inch Plastic Drains	207	220	Lin.Ft.	\$ _____	\$ _____
26.	Surveys	7	1	LS	\$ XXX	\$ _____
27.	Contractor Inspection	94	1	LS	\$ XXX	\$ _____

TOTAL THIS SCHEDULE.....\$ _____

BID SCHEDULE D
IDAHO ROAD AND LOST DUTCHMAN BOULEVARD INTERSECTION

Item No.	Work or Material	Spec. No.	Quantity	Unit	Unit Price	Amount
1.	Clearing & Grubbing	2	15	Acres	\$ _____	\$ _____
2.	Mobilization	8	1	L.S.	\$ XXX	\$ _____
3.	Water	10	900	M.G.	\$ _____	\$ _____
4.	Earth Fill	23	241,700	Cu. Yd.	\$ _____	\$ _____
5.	Drain Fill/Bedding	24	1,390	Cu. Yd.	\$ _____	\$ _____
6.	Concrete, Class 4000X	31	60	Cu. Yd.	\$ _____	\$ _____
7.	Cement	31	17	Ton	\$ _____	\$ _____
8.	Steel Reinforcement	34	6,000	Lbs.	\$ _____	\$ _____
9.	109" X 120" C.S.P.	51	292	L.F.	\$ _____	\$ _____
10.	Surveys	7	1	L.S.	\$ XXX	\$ _____
11.	Subgrade Preparation	402	4,330	L.F.	\$ _____	\$ _____
12.	Aggregate Base	403	4,850	Ton	\$ _____	\$ _____
13.	Bituminous Prime Coat	404	10	Ton	\$ _____	\$ _____
14.	Asphalt Concrete	405	900	Ton	\$ _____	\$ _____
15.	Contractor Inspection	94	1	L.S.	\$ XXX	\$ _____
16.	6-inch Waterline	205	2,915	L.F.	\$ _____	\$ _____
TOTAL THIS SCHEDULE					\$ _____	
TOTAL ALL SCHEDULES					\$ _____	

SECTION C - DESCRIPTION/SPECIFICATION
/WORK STATEMENT

C.1 STATEMENT OF WORK/SPECIFICATIONS
(USDA 452.210-71) (JUL 1985)

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

C.2 ATTACHMENTS TO STATEMENT OF WORK/SPECIFICATIONS
(USDA 452.210-72) (JUL 1985)

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

SCS-3-AZ-87

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Section D

SECTION D - PACKAGING AND MARKING

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

SECTION E - INSPECTION AND ACCEPTANCEE.1 CLAUSES INCORPORATED BY REFERENCE
(FAR 52.252-2) (APR 1984)

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CLAUSE NUMBER	DATE	TITLE
52.246-12	JUL 1986	INSPECTION OF CONSTRUCTION

SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

CLAUSE NUMBER	DATE	TITLE
52.212-11	APR 1984	VARIATION IN ESTIMATED QUANTITY
52.212-12	APR 1984	SUSPENSION OF WORK

F.2 COMMENCEMENT, PROSECUTION, AND COMPLETION
OF WORK (FAR 52.212-3) (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 20 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 727 days after receipt of notice to proceed. The time stated for completion shall include final cleanup of the premises.

F.3 LIQUIDATED DAMAGES--CONSTRUCTION
(FAR 52.212-5) (APR 1984)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$713.00 for each day of delay.

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

(c) If the Government does not terminate the Contractor's right to

proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

F.4 PERFORMANCE OF WORK BY THE CONTRACTOR
(FAR 52.236-1) (APR 1984)

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

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

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

G.2 SUBCONTRACTING PROGRAM FOR SMALL BUSINESS
AND SMALL DISADVANTAGED BUSINESS
(USDA 452.219-71) (JUL 1985)

The subcontracting plan submitted to and approved by the Contracting Officer for this requirement is referenced in Section J and thereby made a part of this contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTSH.1 ORGANIZATIONAL CONFLICTS OF INTEREST
(USDA 452.209-70) (JUL 1985)

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

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

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

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

H.2 POST-AWARD CONFERENCE (USDA 452.215-77) (JUL 1985)

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

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

H.3 NOTICE OF REQUIRED PERFORMANCE SECURITY (USDA 452.228-71) (JUL 1985)

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

H.4 NOTICE OF REQUIRED PAYMENT SECURITY (USDA 452.228-72) (JUL 1985)

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

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

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

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

H.5 DIFFERING SITE CONDITIONS (FAR 52.236-2) (APR 1984)

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

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part

of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

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

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

H.6 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (FAR 52.236-3) (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

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

H.7 PHYSICAL DATA (FAR 52.236-4) (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor. (Geologic report available for examination at the address listed in Block 7 of SF-1442.)

H.8 MATERIAL AND WORKMANSHIP
(FAR 52.236-5) (APR 1984)

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

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

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

H.9 SUPERINTENDENCE BY THE CONTRACTOR
(FAR 52.236-6) (APR 1984)

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

has authority to act for the Contractor.

H.10 PERMITS AND RESPONSIBILITIES
(FAR 52.236-7) (APR 1984)

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

H.11 OTHER CONTRACTS
(FAR 52.236-8) (APR 1984)

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

H.12 PROTECTION OF EXISTING VEGETATION,
STRUCTURES, EQUIPMENT, UTILITIES, AND
IMPROVEMENTS (FAR 52.236-9) (APR 1984)

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

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on

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

H.13 USE AND POSSESSION PRIOR TO COMPLETION (FAR 52.236-11) (APR 1984)

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

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

H.14 CLEANING UP (FAR 52.236-12) (APR 1984)

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

H.15 ACCIDENT PREVENTION (FAR 52.236-13) (APR 1984) ALTERNATE I (APR 1984)

(a) In performing this contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment;

and avoiding work interruptions. For these purposes, the Contractor shall--

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

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

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

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

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

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

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

(f) Before commencing the work, the Contractor shall--

(1) Submit a written proposal for implementing this clause; and

(2) Meet with representatives of the Contracting officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

H.16 SCHEDULES FOR CONSTRUCTION CONTRACTS
(FAR 52.236-15) (APR 1984)

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

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

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

H.17 QUANTITY SURVEYS (FAR 52.236-16) (APR 1984)
ALTERNATE I (APR 1984)

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

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

The Government shall make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.

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

H.18 LAYOUT OF WORK (FAR 52.236-17) (APR 1984)

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

H.19 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FAR 52.236-21) (APR 1984) ALTERNATE II (APR 1984)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

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

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

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

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

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for

approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish 2 sets of prints of all shop drawings as finally approved. These drawings shall show changes and revisions made up to the time the equipment is completed and accepted.

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

H.20 ARCHEOLOGICAL OR HISTORIC SITES (USDA 452.236-73) (JUL 1985)

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

H.21 CONTROL OF EROSION, SEDIMENTATION AND POLLUTION (USDA 452.236-74) (JUL 1985)

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

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

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

H.22 MAXIMUM WORKWEEK - CONSTRUCTION SCHEDULE (USDA 452.236-75) (JUL 1985)

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

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

(b) The hours and days of the week the Contractor proposes to carry out the work.

The maximum workweek that will be approved is 10 HRS/DAY MONDAY - FRIDAY. The Contractor's proposed hours of work are to include daily starting and stopping times.

H.23 OPERATIONS, STORAGE AREAS, AND ACCESS (NCGCAM 511.71)

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

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

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

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

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

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

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

CLAUSE NUMBER	DATE	TITLE
52.202-1	APR 1984	DEFINITIONS ALTERNATE I (APR 1984)
52.203-1	APR 1984	OFFICIALS NOT TO BENEFIT
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.214-26	APR 1985	AUDIT -- SEALED BIDDING
52.214-27	APR 1985	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS -- SEALED BIDDING
52.214-28	APR 1985	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS -- SEALED BIDDING
52.214-29	JAN 1986	ORDER OF PRECEDENCE -- SEALED BIDDING
52.219-8	JUN 1985	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS
52.219-13	AUG 1986	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES
52.220-2	APR 1984	NOTICE OF LABOR SURPLUS AREA SET-ASIDE
52.220-3	APR 1984	UTILIZATION OF LABOR SURPLUS AREA CONCERNS
52.220-4	APR 1984	LABOR SURPLUS AREA SUBCONTRACTING PROGRAM
52.222-3	APR 1984	CONVICT LABOR
52.222-4	MAR 1986	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION

52.222-26	APR 1984	EQUAL OPPORTUNITY
52.222-27	APR 1984	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION
52.222-28	APR 1984	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS
52.222-35	APR 1984	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.223-2	APR 1984	CLEAN AIR AND WATER
52.225-5	APR 1984	BUY AMERICAN ACT -- CONSTRUCTION MATERIALS
52.227-1	APR 1984	AUTHORIZATION AND CONSENT
52.227-2	APR 1984	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-4	APR 1984	PATENT INDEMNITY -- CONSTRUCTION CONTRACTS
52.228-1	APR 1984	BID GUARANTEE
52.228-2	APR 1984	ADDITIONAL BOND SECURITY
52.229-3	APR 1984	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES -- CONTRACTS PERFORMED IN U.S.
52.232-5	MAY 1986	POSSESSIONS OR PUERTO RICO PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS
52.232-17	APR 1984	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.233-1	APR 1984	DISPUTES ALTERNATE I (APR 1984)
52.233-3	JUN 1985	PROTEST AFTER AWARD
52.243-4	APR 1984	CHANGES
52.244-1	JAN 1986	SUBCONTRACTS (FIXED- PRICE CONTRACTS)
52.248-3	APR 1984	VALUE ENGINEERING-CONSTRUCTION ALTERNATE I (APR 1984)
52.249-2	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) ALTERNATE I (APR 1984)
52.249-10	APR 1984	DEFAULT (FIXED-PRICE CONSTRUCTION) ALTERNATE II (APR 1984)

I.2 DAVIS-BACON ACT (40 U.S.C 276a--276a-7)
(USDA 452.222-70) (APR 1984)

(a) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which

may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled "Apprentices and Trainees." Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator of the Wage and Hour Division, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is

necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator of the Wage and Hour Division, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (b)(2) or (b)(3) of this clause, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the Contractor, that applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

I.3 APPRENTICES AND TRAINEES (USDA 452.222-72) (APR 1984)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of apprenticeship and Training or a

State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not

registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination of the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

I.4 PAYROLLS AND BASIC RECORDS (USDA 452.222-73) (CONSTRUCTION) (APR 1984)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under paragraph (d) of the clause entitled "Davis-Bacon Act" that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b) (1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be,

for transmission to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. The information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents, Government Printing Office. The Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause entitled "Payrolls and Basic Records" and that such information is correct and complete;

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

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

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

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

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or the Department of Labor or their authorized representatives. The Contractor and subcontractors shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

I.5 COMPLIANCE WITH COPELAND ACT REQUIREMENT
(USDA 452.222-74) (APR 1984)

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

I.6 WITHHOLDING (USDA 452.222-75) (APR 1984)

The Contracting Officer shall upon his/her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Prime Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

I.7 SUBCONTRACTS (CONSTRUCTION)
(USDA 452.222-76) (APR 1984)

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

I.8 CONTRACT TERMINATION; DEBARMENT
(USDA 452.222-77) (APR 1984)

A breach of the contract clauses entitled "Davis-Bacon Act," "Contract Work Hours and Safety Standards Act--Overtime Compensation," "Apprentices and Trainees," "Payrolls and Basic

Records," "Compliance with Copeland Act Requirements," "Subcontracts," "Compliance with Davis-Bacon and Related Act Requirements," and "Certification of Eligibility," may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

I.9 DISPUTES CONCERNING LABOR STANDARDS
(USDA 452.222-78) (APR 1984)

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

I.10 COMPLIANCE WITH DAVIS-BACON AND RELATED
ACT REQUIREMENTS (USDA 452.222-79) (APR 1984)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

I.11 CERTIFICATION OF ELIGIBILITY
(USDA 452.222-80) (APR 1984)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

I.12 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION
CONTRACTS (FAR 52.232-5) (MAY 1986)

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

(b) The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates approved by the Contracting Officer. If requested by the Contracting Officer, the Contractor

shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration if--

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

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

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

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

I.13 INTEREST ON OVERDUE PAYMENTS
(USDA 452.232-70) (JUL 1985) ALTERNATE I (JUL 1985)

(a) The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 U.S.C. 1801) is applicable to payments under this contract and requires the payment to contractors of interest on overdue payments and improperly taken discounts.

(b) Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

(c) The Contractor shall not be entitled to interest penalties on progress payments and other payments made for financing purposes before receipt of complete delivered items of property or service, or on amounts withheld temporarily in accordance with the contract.

I.14 PAYMENT DUE DATE
(USDA 452.232-71) (JUL 1985) ALTERNATE V (JUL 1985)

(a) Payment due dates under this contract will be as follows:

(1) For progress payments, on the 30TH calendar day after the date of actual receipt of a proper written progress payment request/invoice in the office designated to receive invoices. If the Government agrees with the amount of the Contractor's payment request, payment will be based on that amount. If the Government does not agree with the amount of the Contractor's request, the Contracting Officer will attempt to reach agreement with the Contractor on an alternative amount. If timely agreement is not possible, the Contracting Officer will make payment based upon the Government estimate. The term "progress payments," as used herein, means payments made as work progresses under the contract based upon costs incurred, percentage of completion accomplished, or a particular stage of completion achieved. As used herein this term does not include payments for partial deliveries accepted by the Government under this contract, or partial payments on contract termination claims.

(2) For partial payments for complete delivered items of property or service, on the 30TH calendar day after the later of:
(i) the date of actual receipt of a proper payment request/invoice

in the office designated to receive invoices, or (ii) the date the property or services are accepted by the Government. The term "partial payments," as used herein, means payments made under the contract for such completed property or services delivered to and accepted by the Government, where such property or services are only a part of the total contract requirements.

(3) For final payment, on the 30TH calendar day after the later of: (i) the date of actual receipt of a proper payment request/invoice in the office designated to receive invoices, (ii) the date of actual receipt by the contracting officer of a release of all claims against the Government, relating to this contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the release, or (iii) the date all property or work is accepted by the Government.

(b) For the purpose of determining the due dates for partial payments and final payment and for no other purpose, acceptance will be deemed to occur on the 30TH calendar day after the date of actual receipt of property or completion of work.

(c) If the property or services are rejected for failure to conform to the technical requirements of the contract, the provisions of paragraph (b) of this clause will be based upon the date of the Contractor's correction of the defect(s).

(d) To be considered "proper," a payment request/invoice must satisfy the requirements of the "Invoice Requirements" clause and the "Payments under Fixed Price Construction Contracts" clause of this contract.

(e) The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications System shall be considered to be the date payment is made.

I.15 METHOD OF PAYMENT (USDA 452.232-73) (MAR 1985)

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to:

DAVID O. LAMBSON
USDA-SOIL CONSERVATION SERVICE
201 E. INDIANOLA AVE., SUITE 200
PHOENIX, ARIZONA 85012

not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom

check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System (FRCS).

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the FRCS, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

A. Address and telegraphic abbreviation of the correspondent financial institution.

B. The correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the DAVID O. LAMBSON in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes 30 days before submitting invoices to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

I.16 INVOICES (USDA 452.232-72) (APR 1984)

(a) Invoices shall be submitted in an original and 2 copies to the Government office designated in this contract or on the delivery order to receive invoices. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of the business concern and invoice date.
- (2) Contract number, or other authorization for delivery of property or services.
- (3) Description, price, and quantity of property and services actually delivered or rendered.
- (4) Shipping and payment terms.
- (5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.

(b) To assist the Government in making timely payments, the Contractor is requested to furnish the following additional information either on the invoice or on an attachment to the invoice:

Invoices shall be submitted in the same format as the bid schedules showing the appropriate schedule, bid item, quantity and amount being invoiced.

PART III - LIST OF DOCUMENTS, EXHIBITS
AND OTHER ATTACHMENTS

SECTION J -- LIST OF ATTACHMENTS

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

SCS Supplement to OSHA Parts 1910 and 1926
Wage Decision No. A287-2
Drawing No. 86001-AZ-CH (Pages 1 thru 60)
Drawing No. 86002-AZ-CH (Pages 1 thru 39)
Meridian Road Bridge and Ironwood Bridge
Drawings (Sheet B thru B-16)
Standard Form 24, Bid Bond

Construction Specifications

2. Clearing and Grubbing (2-1 thru 2-6)
3. Structure Removal (3-1 thru 3-6)
5. Pollution Control (5-1 thru 5-7)
7. Engineering Construction Surveys (7-1 thru 7-7)
8. Mobilization (8-1 thru 8-5)
10. Water for Construction (10-1 thru 10-6)
11. Removal of Water (11-1 thru 11-7)
21. Excavation (21-1 thru 21-11)
23. Earthfill (23-1 thru 23-16)
24. Drainfill (24-1 thru 24-12)
31. Concrete (31-1 thru 31-30)
34. Steel Reinforcement (34-1 thru 34-10)
41. Reinforced Concrete Pressure Pipe Spillway Conduits (41-1 thru 41-5)
51. Corrugated Metal Pipe Conduits (51-1 thru 51-5)
61. Loose Rock Riprap (61-1 thru 61-6)
62. Grouted Rock Riprap (62-1 thru 62-10)
81. Metal Fabrication and Installation (81-1 thru 81-6)
82. Cleaning and Painting Metalwork (82-1 thru 82-8)
83. Timber Fabrication and Installation (83-1 thru 83-5)
91. Chain-Link Fence (91-1 thru 91-3)
92. Farm Field Fences (92-1 thru 92-5)
93. Identification Markers or Plaques (93-1 thru 93-3)
94. Contractor Inspection (94-1 thru 94-13)
205. Plastic Pipe Conduits (205-1 thru 205-4)
207. Plastic Pipe Drains (207-1 thru 207-5)
401. Relocation of Utilities (401-1 thru 401-2)
402. Subgrade Preparation (402-1 thru 402-3)
403. Untreated Base (403-1 thru 403-3)
404. Bituminous Prime Coat (404-1 thru 404-3)
405. Asphalt Concrete Pavement (405-1 thru 405-5)
406. Flexible Metal Guardrail (406-1 thru 406-2)
407. Pavement Matching and Surface Replacement (407-1 thru 407-3)
408. Traffic Control (408-1 thru 408-3)

Material Specifications

305. Plastic Pressure Pipe (305-1 thru 305-2)
521. Aggregates for Drainfill and Filters (521-1)
522. Aggregate for Portland Cement Concrete (522-1 thru 522-2)
523. Rock for Riprap (523-1 thru 523-2)
531. Portland Cement (531-1)
532. Air-Entraining Admixtures (for Concrete) (532-1)
533. Water-Reducing and Set-Retarding Admixtures for Portland Cement Concrete (533-1)
534. Curing Compound (for Concrete) (534-1)
535. Preformed Expansion Joint Filler (535-1)
536. Sealing Compound for Joints in Concrete and Concrete Pipe (536-1 thru 536-2)
537. Non-Metallic Waterstops (537-1 thru 537-6)
538. Metal Waterstops (538-1)
539. Steel Reinforcement (for Concrete) (539-1 thru 539-2)
541. Reinforced Concrete Pressure Pipe (541-1 thru 541-4)
581. Metal (581-1 thru 581-2)
582. Galvanizing (582-1)
584. Structural Timber and Lumber (584-1)
585. Wood Preservatives and Treatment (585-1)
591. Farm Field Fencing Materials (591-1 thru 591-2)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATE OF INDEPENDENT PRICE
DETERMINATION (FAR 52.203-2) (APR 1985)

(a) The offeror certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

K.3 DATA UNIVERSAL NUMBERING SYSTEM (DUNS)
(USDA 452.204-70) (JUL 1985)

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

DUNS NO. _____

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

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

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

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

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

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

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

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

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

Parent Company's Employer's
Identification Number

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

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

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

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

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

(b) Definitions.

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

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

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

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

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

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

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

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

(b) Definitions.

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

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

K.9 CERTIFICATION OF NONSEGREGATED FACILITIES
(FAR 52.222-21) (APR 1984)

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

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at

any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

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

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

(2) Retain the certifications in the files; and

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.10 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(FAR 52.222-22) (APR 1984)

The offeror represents that--

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

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

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

K.11 CLEAN AIR AND WATER CERTIFICATION
(FAR 52.223-1) (APR 1984)

The Offeror certifies that--

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

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

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

K.12 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND
CERTAIN SOLE PROPRIETORS AND PRIVACY ACT
STATEMENT (USDA 452.224-70) (JUL 1985)

(a) Section 6041 of Title 26 of the U.S. Code requires an executive agency to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by an executive agency of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

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

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES
TO OFFERORSL.1 SOLICITATION PROVISIONS INCORPORATED BY
REFERENCE (FAR 52.252-1) (APR 1984)

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

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

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

L.2 INQUIRIES (USDA 452.204-71) (JUL 1985)

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

L.3 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION
(FAR 52.214-19) (FEB 1986)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the

responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

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

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

L.4 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(FAR 52.222-23) (APR 1984)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

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

Trade	Percent of Contractor Aggregate Workforce %
ALL	19.6

Goals for female participation for each trade:

Trade	Percent of Contractor Aggregate Workforce %
ALL	6.9

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

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be used on (1) its implementation of the Equal Opportunity clause, (2) specific

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

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

- (1) Name, address, and telephone number of the subcontractor;
- (i) Employer identification number of the subcontractor;
- (2) Estimated dollar amount of the subcontract;
- (3) Estimated starting and completion dates of the subcontract;
and
- (4) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is:
APACHE, COCONINO, GILA, MOHAVE, NAVAJO, PINAL, YAVAPAI AND YUMA
COUNTIES, ARIZONA

L.5 SET-ASIDE/SIZE-STANDARD INFORMATION
(USDA 452.219-70) (JUL 1985)

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

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

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Zone A	17.10	1.89+	3.5%
Zone B	20.22	1.89+	3.5%
Area 3:	18.24	.80+	12%
Area 4:			
Electricians on projects having an electrical contract value of less than \$20 million	16.00	2.14+	3%
Electricians on projects having an electrical contract value of \$20 million or more	17.95	2.14+	3%
Area 5:			
Electricians	17.00	1.00+	11.5%
Cable Splicers	17.25	1.00+	11.5%
IRONWORKERS:			
Northern Area	19.25	5.60	
Southern Area	16.25	5.60	
*LABORERS:			
Area 1:			
Group 1	12.69	2.77	
Group 2	15.15	2.77	
Group 3	15.71	2.77	
Group 4	15.97	2.77	
Group 5	17.48	2.77	
Barricade Setter:			
Placement, removal, transport, and maintenance of the traffic control devices	5.90	1.27	
Area 2:			
Group 1	10.19	2.77	
Group 2	12.65	2.77	
Group 3	13.21	2.77	
Group 4	13.47	2.77	
Group 5	14.88	2.77	
Barricade Setter:			
Placement, removal, transport, and maintenance of the traffic control devices	5.90	1.27	
(Tunnel and Shaft Work):			
Area 1:			
Group 1	15.015	2.77	
Group 2	15.25	2.77	
Group 3	15.43	2.77	
Group 4	15.84	2.77	
Group 5	16.235	2.77	
Area: 2			
Group 1	12.515	2.77	
Group 2	12.75	2.77	
Group 3	12.93	2.77	
Group 4	13.44	2.77	
Group 5	13.735	2.77	
LINE CONSTRUCTION:			
Zone 1:			
Groundmen	13.41	4.75+	3.5%
Equipment Operator; Powdermen & Mechanics	15.83	4.75+	3.5%
Linemen, Crane Operator, Sagger, and Pilot	18.15	4.75+	3.5%
Cable splicers	18.66	4.75+	3.5%
Zone 1-A:			

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Groundmen	14.41	4.75+	3.5%
Equipment Operator; Powdermen & Mechanics	16.74	4.75+	3.5%
Linemen, Crane Operator, Sagger, and Pilot	18.15	4.75+	3-1/2%
Cable splicers	19.73	4.75+	3-1/2%
Zone 2:			
Groundmen	15.40	4.75+	3-1/2%
Equipment Operator; Powdermen & Mechanics	17.74	4.75+	3-1/2%
Linemen, Crane Operator, Sagger, and Pilot	20.12	4.75+	3-1/2%
Cable splicers	20.67	4.74+	3-1/2%
PAINTERS:			
Area 1:			
Zone A:			
Brush	11.60	1.90	
Brush, Steel & Bridge	12.10	1.90	
Spray	12.05	1.90	
Spray, Steel & Bridge	12.60	1.90	
Zone B: (\$0.75 per hour above Zone A BHR)			
Zone C: (\$1.75 per hour above Zone A BHR)			
Zone D: (\$2.00 per hour above Zone A BHR)			
Area 2:			
Zone A:			
Brush and Roller; Sandblaster (Nozzlemans); Sheetrock Taper; Floor Coverer; Sandblaster (pot tender)	13.54	1.30	
Spray; Paperhanger	13.79	1.30	
Cresote Applier	13.87	1.30	
Swing Stage:			
Brush; Sandblaster	13.94	1.30	
Spray	14.19	1.30	
Steeplejack	14.40	1.30	
Steel and Bridge, Brush; Nozzlemans and Pot Tender; Steel (steam cleaner); Electric and Air Tool Operator; Steel Sandblaster	14.67	1.30	
Steel Sandblaster	14.67	1.30	
Zone B: (\$1.00 per hour above Zone A (BHR))			
Zone C: (\$2.50 per hour above Zone A BHR)			
Area 3:			
Zone A:			
Brush	12.47	1.77	
Spray; Sandblaster	13.07	1.77	
Paperhanger	12.60	1.77	
Swing Stage, under 40 feet:			
Brush	12.77	1.77	
Spray	13.37	1.77	
Swing Stage, over 40 feet:			
Brush	13.47	1.77	
Spray	14.07	1.77	
Structural Steel & Tanks:			
Brush	13.47	1.77	

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Spray & Sandblasters	14.07	1.77
Creosote Base and Bituminous material	12.87	1.77
Zone B: (\$0.75 per hour above Zone A BHR)		
Zone C: (\$1.50 per hour above Zone A BHR)		
Zone D: (\$2.75 per hour above Zone A BHR)		
*PLUMBERS AND PIPEFITTERS:		
Zone 1	16.50	3.33
Zone 2	18.50	3.33
Zone 3:		
Commercial	16.84	3.38
Industrial	18.34	3.38
POWER EQUIPMENT OPERATORS:		
Area 1:		
Group 1	13.33	3.08
Group 2	15.76	3.08
Group 3	16.32	3.08
Group 4	16.97	3.08
Group 5	17.77	3.08
Group 6	18.56	3.08
Group 7	19.01	3.08
Group 8	19.51	3.08
Group 9	20.41	3.08
Area 2:		
Group 1	10.83	3.08
Group 2	13.26	3.08
Group 3	13.82	3.08
Group 4	14.47	3.08
Group 5	15.27	3.08
Group 6	16.06	3.08
Group 7	16.51	3.08
Group 8	17.01	3.08
Group 9	17.91	3.08
TRUCK DRIVERS:		
Area 1:		
Group 1	15.33	2.67
Group 2	15.53	2.67
Group 3	15.86	2.67
Group 4	16.38	2.67
Group 5	16.61	2.67
Group 5A	16.90	2.67
Group 6	17.10	2.67
Group 7	17.70	2.67
Group 8	18.48	2.67
Group 8A	19.62	2.67
Group 8B	18.98	2.67
Area 2:		
Group 1	12.83	2.67
Group 2	13.03	2.67
Group 3	13.36	2.67
Group 4	13.88	2.67
Group 5	14.11	2.67
Group 5A	14.40	2.67
Group 6	14.60	2.67



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Group 7	15.20	2.67
Group 8	15.98	2.67
Group 8A	17.12	2.67
Group 8B	16.48	2.67

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

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

AREA DESCRIPTIONS

BRICKLAYERS; STONEMASONS:

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

- Zone A: 0-40 road miles from the City Hall in Phoenix
- Zone B: 40-50 road miles from the City Hall in Phoenix
- Zone C: 50-75 road miles from the City Hall in Phoenix
- Zone D: 75-100 road miles from the City Hall in Phoenix
- Zone F: 200 road miles and over from the City Hall in Phoenix

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

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

CARPENTERS:

Northern Area: Area north of a straight line drawn between a point 35 miles due north of the City Hall in Flagstaff and a point 35 miles due north of the City Hall in Kingman, extending to the Arizona/Nevada State Line on the west; and connecting to a point 35 miles due north of the City Hall in Holbrook, thence due east to the intersection of the Arizona/New Mexico State Line
 Central and Southern Areas: All areas not included in the Northern Area



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CEMENT MASONS:

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

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

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

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

ELECTRICIANS:

Area 1: Apache County (north of Highway #66)

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

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

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

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

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

Area 5: Cochise, Graham, Greenlee, and Pima Counties; Pinal County (south and east of the boundary line beginning at a point where the Papago Indian Reservation Road #15 crosses the Pima/Pinal County Line, then extending in a northeasterly direction on the Florence Canal, north and east on the Florence Canal to the intersection

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with the line, "Second Guide Meridian East", then north to the line, "First Standard Parallel South", and along that line to the Graham/Pinal County Line); Santa Cruz, Yuma, and La Paz Counties

IRONWORKERS:

Northern Area: Area from a line 10 miles north and parallel to Highway #66, north to the Arizona-Utah border and from the Arizona-California border east to the Arizona New Mexico border
Southern Area: All Areas not included in the Northern Area

LINE CONSTRUCTION:

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

PAINTERS:

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

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

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

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

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

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

PLUMBERS & PIPEFITTERS

ZONE 1



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

ZONE 2

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

ZONE 3

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

LABORERS; POWER EQUIPMENT OPERATORS; and TRUCK DRIVERS:

- Area 1: Area north of a straight line drawn between a point 35 miles due north of the City Hall in Flagstaff and a point 35 miles due north of the City Hall in Kingman, extending to the Arizona/Nevada State Line on the west; and connecting to a point 35 miles due north of the City Hall in Holbrook, thence due east to the intersection of Arizona/New Mexico State Line
- Area 2: All Areas not included in Area 1

GROUP DESCRIPTIONS

LABORERS

- Group 1: Laborer, General or Construction; Tool Dispatcher or Checker; Manually Controlled Signal Operator; Fence Builder; Guard Rail Builder - highway; Chat Box Man; Dumpman and/or Spotter; Rip Rap Stone Man; Rock Slinger; Head Rock Slinger (\$.25); Form Stripper; Packing Rod Steel and Form Stripper; Packing Rod Steel and Pans; Cesspool Diggers and Installers; Astro Turf Layer; Clean Up - Bull Gang Trackman; Railroad Chipper (clearing and grubbing); Kettlemen - Tarmen; Spikers; Wrenchers - Creosote Tienan; Floor Sanders - Concrete; Sandblaster (Pot Tender); Powderman Tender; Fire Grader; All Tenders not herein Separately classified; Window Cleaner Flaggers
- Group 2: Chuck Tender (except tunnel); Concrete Laborer (belt, pipe and/or Hoseman); Cement Mason Tender; Cutting Torch Operator; Power-type Concrete Buggy; Bander
- Group 3: Guinea Chaser; Operator and Tender of Pneumatic and Electric Tools; Concrete Vibrating Machines, Chain Saw Machines (on clearing and grubbing); Hydraulic Jacks and similar mechanical tools not separately herein classified; Pipe Caulker and/or Backup



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Man - Pipeline; Rigger and Signal Man - Pipeline; Pipe Wrapper; Cribber; Shorer (except tunnel); Pneumatic Gopher; Pre-cast, Manhole Erector

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

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

(TUNNEL and SHAFT WORK)

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

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

Group 3: Grout Gunman

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

Group 5: Diamond Drill

Group 5A: Shaft and Raise Miner Welder.

POWER EQUIPMENT OPERATORS

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

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

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



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

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

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

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

Group 8: Asphalt or Concrete Planing, Rotomill, and Milling Machine Operator; Auto Grade Machine Operator (CMI and similar equipment); Boring Machine Operator (including Mole, Badger and similar type); Concrete Mixer Operator, paving type and Mobile Mixers; Concrete Pump Operator, with boom attached (truck mounted); Crane Operator, Crawler and Pneumatic type under 100 ton capacity MRC; Crawler-type Tractor Operator, with boom attachment or Slope Bar; Derrick Operator; Forklift Operator for hoisting personnel; Gradall Operator; H.D. Mechanic and/or Welder; Helicopter Hoist Operator; Highline Cableway Operator (less than 20 tons rated capacity); Mass Excavator Operator (150 Bucyrus Erie and similar types); Mechanical Hoist Operator (two or more drums); Motor Grader Operator, any type power blade; Motor Grader Operator, with Elevating Grader attachment; Mucking Machine Operator; Overhead Crane Operator; Piledriver Engineer (portable, stationary or skid rig); Pneumatic-tired Scraper Operator, all sizes and types (Turnapull, Euclid, Cat, D.W. Hancock and similar equipment over 45 cu. yds. MRC); Power driven Ditch Lining or Ditch Trimming Machine Operator; Skip Loader Operator, all



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types rated capacity 4 cu. yds. but less than 8 cu. yds.; Slip Form Paving Machine Operator (including Gunnert, Zimmerman and similar types); Specialized Power Digger Operator, attached to wheel-type tractor; Tower Crane (or similar type) Operator; Tugger Operator (two or more); Universal Equipment Operator, Shovel, Backhoe, Dragline, Clamshell, etc., up to 8 cu. yds.

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

TRUCK DRIVERS

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

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

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

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

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

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

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

Group 7: Dump or Flatrack (8 axle)

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

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(9 axle)

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

Group 8B: Field Equipment Servicemen or Fuel Truck Driver

BID BOND <i>(See Instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than bid opening date)</i>
PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION
SURETY(IES) <i>(Name and business address)</i>	

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

OBLIGATION:

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

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

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

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

WITNESS:

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

PRINCIPAL			
Signature(s)	1.	2.	<i>Corporate Seal</i>
	<i>(Seal)</i>	<i>(Seal)</i>	
Name(s) & Title(s) <i>(Typed)</i>	1.	2.	

INDIVIDUAL SURETIES			
Signature(s)	1.	2.	<i>(Seal)</i>
	<i>(Seal)</i>	<i>(Seal)</i>	
Name(s) <i>(Typed)</i>	1.	2.	

CORPORATE SURETY(IES)				
SURETY A	Name & Address		STATE OF INC.	LIABILITY LIMIT \$
	Signature(s)	1.	2.	<i>Corporate Seal</i>
	Name(s) & Title(s) <i>(Typed)</i>	1.	2.	

CORPORATE SURETY(IES) (Continued)

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

INSTRUCTIONS

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

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

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

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

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

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

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

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

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