

Specifications
&
Contract Documents

P-7601
12-0020

HAYDEN ROAD
PAVING PROJECT



SEPTEMBER 1976



CAPITAL IMPROVEMENTS

A113.502



TO: Maricopa Flood Control District
3335 W. Durango St.
Phoenix, Ariz. 85009
ATTN: Mr. Herbert Donald

DATE: 11-22-76
SUBJECT: Hayden Rd Paving #
Dike Along Miller Rd.
PROJECT NO: P-7601
FC-7550

THE FOLLOWING ITEMS ARE TRANSMITTED: HEREWITH UNDER SEPARATE COVER

COPIES	DESCRIPTION
1	Set Plans and Specifications for P-7601
1	Set Plans and Specifications for P-7601

THE ABOVE ITEMS ARE SUBMITTED:

AT YOUR REQUEST FOR YOUR REVIEW FOR YOUR INFORMATION
FOR YOUR APPROVAL FOR YOUR ACTION RETURN CORRECTED PRINTS
FOR CORRECTIONS FOR YOUR USE RETURN CHECK PRINTS

REMARKS: _____

ENCLOSURE(S)

COPIES TO:

SIGNED: LEN ERIE
CAPITAL IMPROVEMENTS ENGINEER

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

HAYDEN ROAD PAVING PROJECT

CITY OF SCOTTSDALE, ARIZONA

PROJECT NO. 12-0020

MAYOR

WILLIAM C. JENKINS

COUNCILMEN

RICHARD V. CAMPANA

HERBERT R. DRINKWATER

BILLIE GENTRY

DR. HEINZ R. HINK

JEFF SCHUBERT

CHARLES H. SMITH

CITY OF SCOTTSDALE

CAPITAL IMPROVEMENTS ENGINEERING

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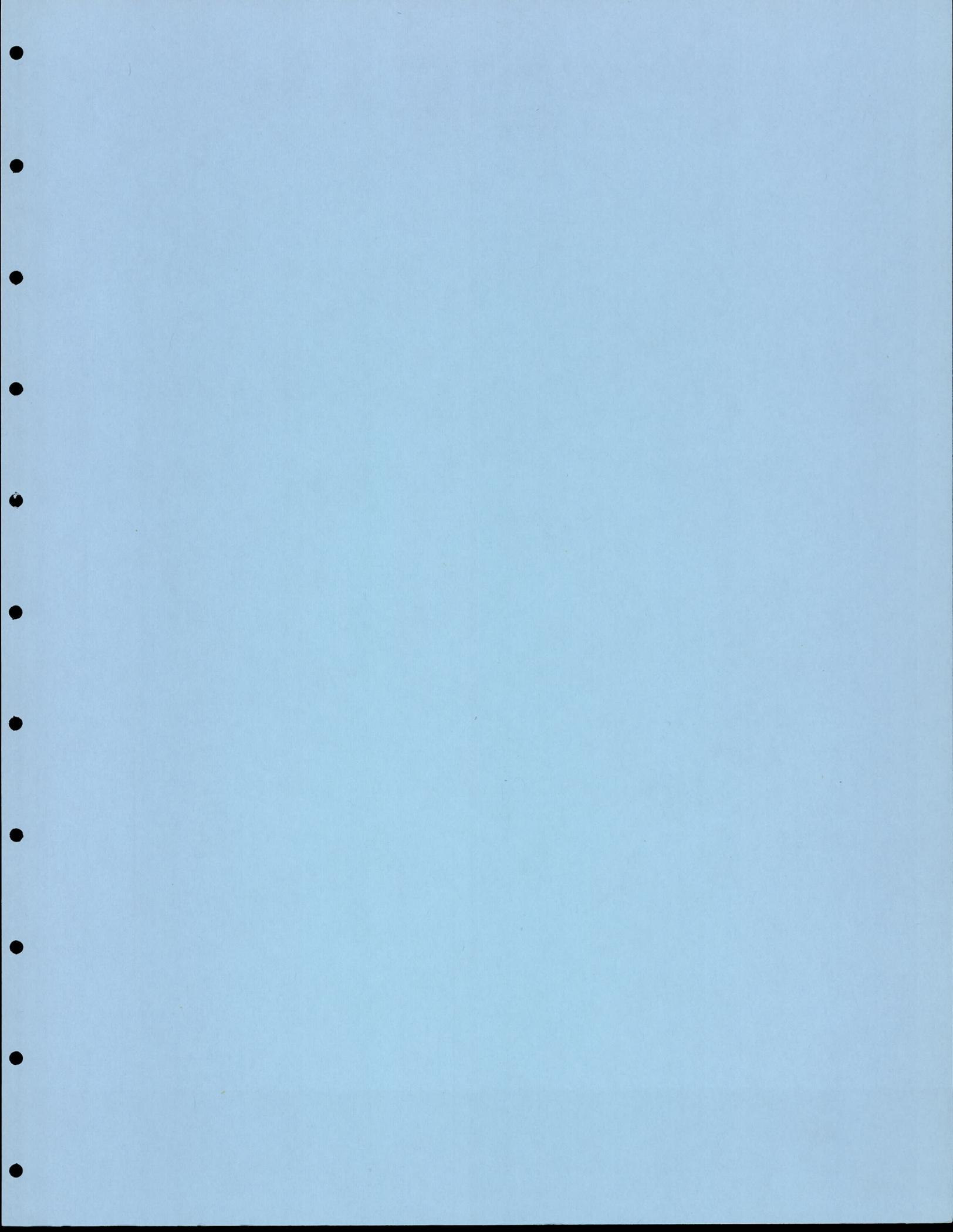
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SPECIAL PROVISIONS





ADVERTISEMENT FOR BIDS

PROJECT NO. 12-0020

NOTICE IS HEREBY GIVEN that the City of Scottsdale, Arizona, will receive bids for the furnishing of all labor, material, transportation and services for the paving of Hayden Road to a point approximately 3,360 feet south of Indian Bend Road. Each bid must be submitted on the bid form and in accordance with Drawings and Specifications on file at the Office of the City Clerk, and available at the Office of Capital Improvements Engineering, upon payment of a non-refundable deposit of Twenty Dollars (\$20.00) for each set of drawings and specifications. (Five dollars \$5.00 should be added for mailing).

The greater general prevailing rate of per diem wages for each craft, type of workmen or mechanic needed to execute the contract, as ascertained from the Industrial Commission of Arizona and on file therewith for the locality of this contract, or the U.S. Department of Labor-Minimum Wages for Federally Assisted Construction is herewith incorporated by reference and made a part hereof, and such rates shall be mandatory minimum rate of wages paid by the contractor and any subcontractor under him to all laborers, workmen and mechanics employed by them in the execution of the contract.

Each bid shall be made out on the proposal form contained in the specifications document and shall be accompanied by a certified or cashier's check or bid bond for ten per cent (10%) of the total amount of the bid, made payable to the order of the City Clerk, City of Scottsdale, Arizona. Such check or bid bond will be given as a guarantee that the bidder will enter into the contract if awarded to him and provide satisfactory performance and payment bonds, and shall be declared forfeited as liquidated damages if the successful bidder refuses to enter into the said contract or provide said bonds after being requested to do so by the City of Scottsdale. Such check or bid bond will be returned to the respective unsuccessful bidders upon the award of the contract to the successful bidder, and will be returned to the successful bidder upon the execution and delivery of satisfactory surety bonds and the construction contract.

The prebid meeting will be held at 10:00 A.M. November 23, 1976 at the Scottsdale Center for the Arts Building Conference Room.

Bids will be sealed and filed in the manner defined in the specifications document with Fern Nell, Clerk of the City of Scottsdale, at the Office of the Clerk, 3939 Civic Center Plaza, Scottsdale, Arizona, on or before 10:00 A.M. November 30, 1976. Bids will be opened and read aloud immediately after the above-mentioned time and date.

The City of Scottsdale reserves the right to reject any and all bids or waive any informality in any bid. No bidder may withdraw his bid for a period of 30 days after the date set for the opening thereof, and each bidder shall be an Arizona contractor and shall insure that all subcontractors performing work under this contract shall be licensed Arizona contractors.

The provisions of ARS-34-241 relating to a preference for certain contractors, does not apply to this bid call because of ARS 34-244.

Federal grant monies will be utilized to fund this project. The contractor is advised that all federal requirements must be met.

DATED this 9 day of November, 1976.


George Iannella, Director
Capital Improvements Engineering

INFORMATION FOR BIDDERS

GENERAL

Plans, specifications, and proposal forms may be obtained from the office of the Director of Capital Improvements Engineering, Scottsdale City Hall, 3939 Civic Center Plaza, Scottsdale, Arizona, upon the payment of \$20.00 Dollars. There will be no refund for plans returned.

BONDS REQUIRED

- a) Each proposal shall be accompanied by a certified check, or bid bond, acceptable to the City, in an amount equal to at least ten (10%) percent of the total amount of the proposal, payable without condition to the City as a guarantee that the bidder, if awarded the contract, will promptly execute such contract in accordance with the proposal and in manner and form required by the Contract Documents, and will furnish good and sufficient bond for the faithful performance of the same.
- b) Bonds in the following amounts will be required at the time of executing the formal contract:
 - (1) Performance Bond - One Hundred (100%) percent of the contract price.
 - (2) Payment Bond - One Hundred (100%) percent of the contract price.

EXECUTION OF CONTRACT

The Contractor shall execute the Contract with the City of Scottsdale within ten (10) days after receiving the Notice of Award for the Contract.

START AND COMPLETION OF WORK

Work shall start within five (5) days after issuance of NOTICE TO PROCEED and shall be completed within ninety (90) calendar days after such issuance.

MEASUREMENT AND PAYMENT

- a) Measurement and payment for all Pay Items in the "Proposal" shall be as indicated in the applicable standard specification and/or in the "Special Provisions".
- b) Measurement of the various items in the "Proposal" shall be of each item of completed work with no allowances for waste.
- c) Payment for various items in the "Proposal" will be made at the unit price bid in the "Proposal" and shall be compensation in full for furnishing all materials, labor, tools, equipment, and appurtenances necessary to complete the work in a satisfactory manner as shown on the plans and as specified, with connections, testing and related work completed. Each item, fixture, piece of equipment, etc., shall be completed with all necessary connections and appurtenances for the satisfactory use and operation of said item. No additional payment will be made for work related to any item unless specifically called for in the "Proposal."
- d) Final payment shall be made within forty (40) days after submittal of a final invoice and a Contractor's Affidavit regarding settlement of claims. The above Affidavit shall be submitted on forms provided by the City.

STANDARD DETAILS AND SPECIFICATIONS

Unless otherwise noted, construction of this Project shall be in accordance with all applicable Maricopa Assn. of Governments' Uniform Standard Specifications for Public Works Construction, latest revision, which may be obtained at the Office of the Maricopa Assn. of Governments, 1820 W. Washington, Phoenix, AZ.; Standard Details shall be City Phoenix Standard Details, latest revision, which may be obtained at the Office of the Phoenix City Engineer, 251 W. Washington, Phoenix, Arizona.

SUBMITTING BIDS

No bid will be considered unless it is made upon the "Proposal" forms contained in and submitted with the Project Specification. No book of specifications shall be disassembled.

INTERPRETATION OF QUOTED PRICES

In case of a difference in written words and figures in a Proposal, the amount stated in written words shall govern.

PLANS AND SPECIFICATIONS TO SUCCESSFUL BIDDER

The successful bidder may obtain five (5) sets of Plans and Specifications for this project from the Office of the Director of Capital Improvements Engineering at no cost. Additional sets will be furnished at cost.

CONTRACTOR'S COVERAGE

The contractor shall furnish satisfactory proof of carriage of insurance, and shall submit to the Engineer a Certificate of Insurance on forms furnished by the City. Neither the contractor nor any subcontractor shall commence work under this contract until the City has approved all insurance policies.

- a) Compensation Insurance: The Contractor shall secure and maintain during the life of the contract, Workmens Compensation Insurance for all of his employees at the site of the project, and in case of any of the work is sublet, the Contractor shall require each subcontractor similarly to provide Workmens Compensation Insurance for his employees unless such employees engaged are covered by the Contractor. In the event any class of employees engaged in the hazardous work under this contract at the site of the Project is not protected by Workmens Compensation Statute, the Contractor shall provide and similarly shall cause each subcontractor to provide special insurance for the protection of such employees not otherwise protected.
- b) Public Liability and Property Damage Insurance: The Contractor shall take out, and maintain during the life of this Contract, such public liability and property damage insurance, both general and automobile liability, as shall protect him, any subcontractor performing work under this contract and the City of Scottsdale from all claims for bodily injury, including accidental death, as well as for all claims for property damage arising from operations under this contract - whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor agrees to include the City of Scottsdale as a named insured

in all of the insurance policies required under this contract, and shall submit to the City of Scottsdale the completed certificate of insurance form contained in the contract documents section of these specifications (Pages CI-1 and CI-2).

The minimum limits required are:

Public Liability Insurance

Workmen's Compensation Insurance shall be secured and maintained in accordance with the Workmen's Compensation Law of Arizona.

Contractors Protective Liability Insurance shall be secured and maintained in an amount not less than \$500,000 each occurrence for bodily injury and \$100,000 each accident for property damage.

Contractual liability insurance shall be secured and maintained insuring the contractual agreement in an amount not less than \$500,000 each occurrence for bodily injury and \$100,000 each accident for property damage.

Automobile Bodily Injury and Property Damage Liability Insurance shall be secured and maintained in the amount of not less than \$500,000 each occurrence.

The general contractor subletting any part of the work awarded to him shall provide a contingent liability policy in the same amount as provided for his public liability insurance.

PERMITS

Permits shall be obtained from the City of Scottsdale at no cost to the contractor. All applicable City of Scottsdale requirements for Public Works Construction shall be followed.

AFFIRMATIVE ACTION REQUIREMENTS:

The contractor shall complete and submit at the time of bid opening the "BID CONDITIONS-AFFIRMATIVE ACTION REQUIREMENTS-EQUAL EMPLOYMENT OPPORTUNITY" forms contained herein. In the event the contractor fails to complete and submit the forms outlined above, the bid may be rejected as non responsive to the invitation.

PREVAILING SPECIFICATIONS

In the event of a conflict between MAG Standard Specifications and HUD General Conditions the MAG Standard Specifications shall prevail.

CLEAN AIR ACT OF 1970 (42 USC 1857 ET SEQ)

The Contractor shall agree to comply with all standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 1857 ET SEQ) if the contract amount equals or exceeds \$100,000.

FEDERAL WATER POLLUTION CONTROL ACT (33 USC 1251 ET SEQ)

The Contractor shall agree to comply with all standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act (33 USC 1251 ET SEQ) as amended if the contract amount equals or exceeds \$100,000.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The contractor shall agree to comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor Regulations (29 CFR, Part 5) if the contract will involve the employment of mechanics or laborers.

DAVIS BACON ACT

The Contractor shall agree to comply with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by the Department of Labor Regulations (29 CFR, Part 5).

BID CONDITIONS *

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

For all Non-Exempt Federal and Federally Assisted Construction Contracts to be Awarded in the Area of jurisdiction of the Tucson and Phoenix Building and Construction Trade Council.

Part I: The provisions of this Part I apply to bidders, contractors and subcontractors with respect to those construction trades for which they are parties to collective bargaining agreements with a labor organization or organizations and who together with such labor organizations have agreed to the Arizona Plan on minority employment dated November 24, 1970, (but only as to those trades as to which there are commitments by labor organizations to specific goals of minority manpower utilization) among the Tucson and Phoenix Building and Construction Trades Council, general and specialty contractors associations and representatives of the minority community, together with all implementing agreements that have been and may hereafter be developed pursuant thereto, all of which documents are incorporated herein by reference and are hereinafter cumulatively referred to as the Arizona Plan.

* The General Contractor, and all Sub-contractors performing work in excess of \$10,000.00, shall be required to execute the "AFFIRMATIVE ACTION REQUIREMENTS" and "EQUAL EMPLOYMENT OPPORTUNITY" plans as set forth in this BID CONDITIONS.

ARTICLE 1000 - GENERAL CONDITIONS

Any bidder, contractor or subcontractor using one or more trades of construction employees must comply with either Part I or Part II of these Bid Conditions as to each such trade. Thus, a bidder, contractor or subcontractor may be in compliance with these conditions by its inclusion, with its union, in the ARIZONA Plan as to trade "A", provided there is set forth in the ARIZONA Plan a specific commitment by that union to a goal of minority manpower utilization for such trade "A", thereby meeting the provisions of this Part I, and by its commitment to Part II in regard to trade "B" in the instance in which it is not included in the ARIZONA Plan and, therefore, cannot meet the provisions of this Part I.

To be eligible for award of a contract under Part I of this invitation, a bidder or subcontractor must execute the certification required by Part III hereof.

Part II: A. Coverage. The provisions of this Part II shall be applicable to those bidders, contractors and subcontractors, who, in regard to those construction trades to be utilized on the project to which these bid conditions pertain:

1. Are not or hereafter cease to be signatories to the ARIZONA Plan referred to in Part I hereof;

2. Are signatories to the ARIZONA Plan but are not parties to collective bargaining agreements;

3. Are signatories to the ARIZONA Plan but are parties to collective bargaining agreements with labor organizations who are not or hereafter cease to be signatories to the ARIZONA Plan;

4. Are signatories to the ARIZONA Plan but as to which no specific commitment to goals of minority manpower utilization by labor organization have been executed pursuant to the ARIZONA Plan; or

5. Are no longer participating in an affirmative action plan acceptable to the Director, OFCC, including the ARIZONA Plan.

B. Requirement -- An Affirmative Action Plan. The bidders, contractors and subcontractors described in paragraphs 1 through 5 above will not be eligible for award of a contract under this Invitation for Bids, unless it certifies as prescribed in paragraph 2b of the certification specified in Part III hereof that it adopts the minimum goals and timetables of minority manpower utilization^{1/}, and specific

^{1/} "Minority" is defined as including Negroes, Spanish Surnamed Americans, Orientals and American Indians, and includes both men and women.

affirmative action steps set forth in Section B. 1 and 2 of this Part II directed at increasing minority manpower utilization by means of applying good faith efforts to carrying out such steps; or is deemed to have adopted such a program pursuant to Section B. 3 of this Part II.

1. Goals and Timetables. The goals of minority manpower utilization required of the bidder and subcontractors are applicable to each trade not otherwise bound by the provisions of Part I hereof which will be used on the project in _____

(hereinafter referred to as the TUSSON - PHOENIX area):

	<u>Goals of Minority Manpower Utilization Expressed in Percentage Terms</u>
Until <u>11/30/71</u>	<u>5.0% - 10.0%</u>
From <u>12/1/71</u> to <u>11/30/72</u>	<u>10.0% - 15.0%</u>
From <u>12/1/72</u> to <u>11/30/73</u>	<u>15.0% - 20.0%</u>
From <u>12/1/73</u> to <u>11/30/74</u>	<u>20.0% - 25.0%</u>
From <u>12/1/74</u> to <u>11/30/75</u>	<u>25.0% - 30.0%</u>

In the event that under a contract which is subject to these Bid Conditions any work is performed in a year later than the latest year for which acceptable goals of minority manpower utilization have been determined herein, the goals for 1974-1975 shall be applicable to such work.

The percentage goals of minority manpower utilization above are expressed in terms of manhours of training and employment as a proportion of the total manhours to be worked by the bidder's, contractor's and subcontractor's entire work force in that trade on all projects (both federal and non-federal) in the TUCSON - PHOENIX Area during the performance of its contract or subcontract. The manhours for minority work and training must be substantially uniform throughout the length of the contract, on all projects and for each of the trades. Further, the transfer of minority employees or trainees from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's or subcontractor's goal shall be a violation of these conditions. In reaching the goals of minority manpower utilization required of bidders, contractors and subcontractors pursuant to this Part II, every effort shall be made to find and employ qualified journeymen. Provided, however, and pursuant to the requirements of Department of Labor regulations, 29 CFR 5a, apprentices or trainees shall be employed on all projects subject to the requirements of these Bid Conditions and, where feasible, 25 percent of apprentices or trainees employed on each project shall be in their first year of apprenticeship or training.

In order that the nonworking training hours of trainees may be counted in meeting the goal, such trainees must be employed by the

contractor during the training period, the contractor must have made a commitment to employ the trainees at the completion of their training subject to the availability of employment opportunities and the trainees must be trained pursuant to established training programs which must be the equivalent of the training programs now or hereafter provided for in the ARIZONA Plan with respect to the nature, extent and duration of training offered.

A contractor or subcontractor shall be deemed to be in compliance with the terms and requirements of this Part II by the employment and training of minorities in the appropriate percentage of his aggregate work force in the TUCSON - PHOENIX area for each trade for which it is committed to a goal under this Part II.

However, no contractor or subcontractor shall be found to be in noncompliance solely on account of its failure to meet its goals within its timetables, but such contractor shall be given the opportunity to demonstrate that it has instituted all of the specific affirmative action steps specified in this Part II and has made every good faith effort to make these steps work toward the attainment of its goals within its timetables, all to the purpose of expanding minority manpower utilization on all of its projects in the TUCSON - PHOENIX area.

In all cases, the compliance of a bidder, contractor or subcontractor will be determined in accordance with its respective obligations under the terms of these Bid Conditions. Therefore, contractors or subcontractors who are governed by the provisions of this Part II shall be subject to the requirements of that Part regardless of the obligations of its prime contractor or lower tier subcontractors.

All bidders and all contractors and subcontractors performing or to perform work on projects subject to these Bid Conditions hereby agree to inform their subcontractors of their respective obligations under the terms and requirements of these Bid Conditions, including the provisions relating to goals of minority employment and training.

2. Specific Affirmative Action Steps. Bidders, contractors and subcontractors subject to this Part II must engage in affirmative action directed at increasing minority manpower utilization, which is at least as extensive and as specific as the following steps:

a. The contractor shall notify community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' response.

b. The contractor shall maintain a file of the names and addresses of each minority worker referred to him and what action was taken with respect to each such referred worker, and if the worker was

not employed; the reasons therefor. If such worker was not sent to the union hiring hall for referral or if such worker was not employed by the contractor, the contractor's file shall document this and the reasons therefor.

c. The contractor shall promptly notify the (agency) when the union or unions with whom the contractor has a collective bargaining agreement has not referred to the contractor a minority worker sent by the contractor or the contractor has other information that the union referral process has impeded him in his efforts to meet his goal.

d. The contractor shall participate in training programs in the area, especially those funded by the Department of Labor.

e. The contractor shall disseminate his EEO policy within his own organization by including it in any policy manual; by publicizing it in company newspapers, annual reports, etc., by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority employees.

f. The contractor shall disseminate his EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority news media; and by notifying and discussing it with all subcontractors and suppliers.

g. The contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority organizations, schools with minority students, minority recruitment organizations and minority training organizations, within the contractor's recruitment area.

h. The contractor shall make specific efforts to encourage present minority employees to recruit their friends and relatives.

i. The contractor shall validate all man specifications, selection requirements, tests, etc.

j. The contractor shall make every effort to promote after-school, summer and vacation employment to minority youth.

k. The contractor shall develop on-the-job training opportunities and participate and assist in any association or employer-group training programs relevant to the contractor's employee needs consistent with its obligations under this Part II.

l. The contractor shall continually inventory and evaluate all minority personnel for promotion opportunities and encourage minority employees to seek such opportunities.

m. The contractor shall make sure that seniority practices, job classifications, etc., do not have a discriminatory effect.

n. The contractor shall make certain that all facilities and company activities are non-segregated.

o. The contractor shall continually monitor all personnel activities to ensure that his EEO policy is being carried out.

p. The contractor shall solicit bids for subcontracts from available minority subcontractors engaged in the trades covered by these Bid Conditions, including circulation of minority contractor associations.

3. Contractors and Subcontractors Deemed to be Bound by Part II. In the event a contractor or subcontractor, who is at the time of bidding eligible under Part I of these Bid Conditions, is no longer participating in an affirmative action plan acceptable to the Director of the Office of Federal Contract Compliance, including the ARIZONA Plan, he shall be deemed to be committed to Part II of these Bid Conditions, he shall be considered to be committed to the minority manpower utilization percentage goal of the minimum range for that trade for the appropriate year.

4. Subsequent Signatory to the ARIZONA Plan. Any contractor or subcontractor subject to the requirements of this Part II for any trade at the time of the submission of his bid who together with the labor organization with whom it has a collective bargaining agreement subsequently becomes a signatory to the ARIZONA Plan, either individually or through an association, may meet its requirements under these Bid Conditions for such trade, if such contractor or subcontractor executes and submits a new certification committing himself to

Part I of these Bid Conditions. No contractor or subcontractor shall be deemed to be subject to the requirements of Part I until such certification is executed and submitted.

5. Non-discrimination. In no event may a contractor or subcontractor utilize the goals, timetables or affirmative action steps required by this Part II in such a manner as to cause or result in discrimination against any person on account of race, color, religion, sex or national origin.

Part III: Certifications

A. Bidders' Certifications. A bidder will not be eligible for award of a contract under this Invitation for Bids unless such bidder has submitted as a part of its bid the following certification, which will be deemed a part of the resulting contract:

BIDDERS' CERTIFICATION

_____ certifies that:
(Bidder)

1. it intends to use the following listed construction trades in the work under the contract _____

_____ ; and

2. (a) as to those trades set forth in the preceding paragraph one hereof for which it is eligible under Part I of these Bid Conditions for participation in the ARIZONA Plan, it will comply with the ARIZONA Plan on all construction work (both federal and non-federal) in the TUCSON - PHOENIX area within the scope of coverage of that Plan, those trades being: _____

_____, and/or

(b) as to those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts the minimum minority manpower utilization goals and the specific affirmative action steps contained in said Part II, for all construction work (both federal and non-federal) in the TUCSON - PHOENIX area subject to these Bid Conditions, those trades being: _____

_____ ; and

3. It will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these Bid Conditions.

(Signature of authorized representative of bidder)

B. Subcontractors' Certifications. Prior to the award of any subcontract under this Invitation for Bids, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontract:

SUBCONTRACTORS' CERTIFICATION

_____ certifies that:
(Subcontractor)

1. It intends to use the following listed construction trades in the work under the subcontract _____

_____;

2. (a) as to those trades set forth in the preceding paragraph one hereof for which it is eligible under Part I of these Bid Conditions for participation in the ARIZONA Plan, it will comply with the ARIZONA Plan on all construction work (both federal and non-federal) in the TUCSON - PHOENIX area subject to these Bid Conditions, those trades being _____

_____, and/or

(b) as to those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts the minimum minority manpower utilization goals and the specific affirmative action steps contained in said Part II for all construction work (both federal and non-federal) in the TUCSON - PHOENIX area subject to these Bid Conditions, those trades being: _____

_____ ; and

3. it will obtain from each of its subcontractors prior to the award of any subcontract under this subcontract the subcontractor certification required by these Bid Conditions.

(Signature of authorized representative of bidder)

In order to ensure that the said subcontractors' certification becomes a part of all subcontracts under the prime contract, no subcontract shall be executed until an authorized representative of the _____ (agency) had determined, in writing, that the said certification has been incorporated in such subcontract, regardless of tier. Any subcontract executed without such written approval shall be void.

C. Materiality and Responsiveness. The certifications required to be made by the bidder pursuant to these Bid Conditions is material, and will govern the bidders performance on the project and will be made a part of his bid. Failure to submit the certification will render the bid nonresponsive.

Part IV: Compliance and Enforcement. Contractors are responsible for informing their subcontractor (regardless of tier) as to their respective obligations under Parts I and II hereof (as applicable). Bidders, contractors and subcontractors hereby agree to refrain from entering into any contract or contract modification subject to Executive Order 11246, as amended, of September 24, 1965, with a contractor debarred from, or who is determined not to be a "responsible" bidder for, Government contracts and federally assisted construction contracts pursuant to the Executive Order. The bidder, contractor or subcontractor shall carry out such sanctions and penalties for violation of the equal opportunity clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by the administering agency, the contracting agency or the Office of Federal Contract Compliance pursuant to the Executive Order. Any bidder, or contractor or subcontractor who shall fail to carry out such sanctions and penalties shall be deemed to be in noncompliance with these Bid Conditions and Executive Order 11246, as amended.

Nothing herein is intended to relieve any contractor or subcontractor during the term of its contract on this project from compliance with Executive Order 11246, as amended, and the Equal Opportunity Clause of its contract, with respect to matters not covered in the ARIZONA Plan or in Part II of these Bid Conditions.

Violation of any substantial requirement in the ARIZONA Plan by a contractor or subcontractor covered by Part I of these Bid Conditions including the failure of such contractor or subcontractor to make a good faith effort to meet its fair share of the trade's goals of minority manpower utilization, or of the requirements of Part II hereof by a contractor or subcontractor who is covered by Part II shall be deemed to be noncompliance by such contractor or subcontractor with the Equal Opportunity Clause of the contract, and shall be grounds for imposition of the sanctions and penalties provided at Section 209(a) of Executive Order 11246, as amended.

Each agency shall review its contractors' and subcontractors' employment practices during the performance of the contract. If the agency determines that the ARIZONA Plan no longer represents effective affirmative action, it shall so notify the Office of Federal Contract Compliance which shall be solely responsible for any final determination of that question and the consequences thereof.

In regard to Part II of these conditions if the contractor or subcontractor meets its goals or if the contractor or subcontractor can demonstrate that it has made every good faith effort to meet those goals, the contractor or subcontractor shall be presumed to be in compliance with Executive Order 11246, as amended, the implementing regulations and its obligations under these Bid Conditions and no formal sanctions or proceedings leading toward sanctions shall be instituted unless the agency otherwise determines that the contractor or subcontractor is not providing equal employment opportunities. In judging whether a contractor or subcontractor has met its goals, the agency will consider each contractor's or subcontractor's minority manpower utilization and will not take into consideration the minority manpower utilization of its subcontractors. Where the agency finds that the contractor or subcontractor has failed to comply with the requirements of Executive Order 11246, as amended, the implementing regulations and its obligations under these Bid Conditions, the agency shall take such action and impose such sanctions as may be appropriate under the Executive Order and the regulations. When the agency proceeds with such formal action it has the burden of proving that the contractor has not met the requirements of these Bid Conditions, but the contractor's failure to meet his goals shall shift to him the requirement to come forward with evidence to show that he has

met the "good faith" requirements of these Bid Conditions by instituting at least the Specific Affirmative Action steps listed above and by making every good faith effort to make those steps work toward the attainment of its goals within its timetables. The pendency of such formal proceedings shall be taken into consideration by Federal agencies in determining whether such contractor or subcontractor can comply with the requirements of Executive Order 11246, as amended, and is therefore a "responsible prospective contractor" within the meaning of the Federal procurement regulations.

It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.

The procedures set forth in these conditions shall not apply to any contract when the head of the contracting or administering agency determines that such contract is essential to the national security and that its award without following such procedures is necessary to the national security. Upon making such a determination, the agency head will notify, in writing, the Director of the Office of Federal Contract Compliance within thirty days.

Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Director, Office of Federal Contract

Compliance, U. S. Department of Labor, Washington, D. C. 20210,
and shall be forwarded through and with the endorsement of the agency
head.

Contractors and subcontractors must keep such records and file
such reports relating to the provisions of these Bid Conditions as shall
be required by the contracting or administering agency or the Office of
Federal Contract Compliance.

For the information of bidders, a copy of the ARIZONA

Plan may be obtained from the contracting officer.

PROPOSAL

Place _____

Date _____

City Clerk
City of Scottsdale
Scottsdale, Arizona

In compliance with your "Advertisement for Bids" and all conditions of the Contract Documents, the undersigned

_____,
a corporation organized under the laws of the State of _____,
a partnership consisting of _____

of the City of _____, hereby proposes and agrees to furnish any and all materials, labor, construction equipment, services, and transportation required for performing all Work for the construction described in the "Advertisement for Bids" for City of Scottsdale Job No. 12-0020 and to construct the same and install the material therein for the Owner in a good and workmanlike and substantial manner and to the satisfaction of the Owner, or their properly authorized agents and strictly pursuant to and in conformity with the Specifications and Plans prepared by the City, and with such modification of same and other documents that may be made by the Owner or their properly authorized agents, as provided herein, at the following unit prices for the work described.

The undersigned hereby declares that he has visited the site and has carefully examined the Contract Documents relating to the work covered by the above bid or bids.

Upon receipt of Notice of Award of this bid, the undersigned will execute the formal contract attached hereto within five (5) days and will deliver simultaneously therewith a Bond for Laborer and a Bond for Performance of Contract, each in an amount equal to one hundred (100) per cent of the amount of the Contract, said Bond to be issued by a Surety Company authorized to do business within the State of Arizona and satisfactory to the Owner.

The Bid Security (Certified Check or Bid Bond) attached, payable to the City of Scottsdale, in the sum of ten (10) per cent of the total bid is to become the property of the City of Scottsdale in the event the Contract and Bonds are not executed within the time set forth, as liquidated damages for the delay and additional work caused thereby.

The project shall be completed within ninety (90) consecutive calendar days after the starting date set forth in the "Notice to Proceed" and failure to complete will result in deduction of monies for "liquidated damages" as specified.

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

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
1	7 acres	Clear and Grub Sum of	_____ Dollars _____ Cents Per Acre \$ _____	\$ _____
2	23,000 C.Y.	Fill Construction Sum of	_____ Dollars _____ Cents Per C.Y. \$ _____	\$ _____
3	18,370 S.Y.	Subgrade preparation Sum of	_____ Dollars _____ Cents Per S.Y. \$ _____	\$ _____
4	6,120 C.Y.	ABC Sub-base Sum of	_____ Dollars _____ Cents Per C.Y. \$ _____	\$ _____
5	18,370 S.Y.	AC Pavement 1 3/4" C 3/4 3/4" E 3/8	_____ Dollars _____ Cents Per S.Y. \$ _____	\$ _____

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
6	140 L.F.	Median Curb S.D. 141 Price to Include Noses Sum of	_____ Dollars _____ Cents Per L.F. \$ _____	\$ _____
7	115 L.F.	Median Curb S.D. 146 Price to Include Noses Sum of	_____ Dollars _____ Cents Per L.F. \$ _____	\$ _____
8	4 Ea.	Returns S.D. 179 Sum of	_____ Dollars _____ Cents Per Each \$ _____	\$ _____
9	2,540 L.F.	Guard Rail C-10.01 Sum of	_____ Dollars _____ Cents Per L.F. \$ _____	\$ _____
10	1 Ea.	Survey Monument S.D. 195 Sum of	_____ Dollars _____ Cents Per Each \$ _____	\$ _____

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
11	7 Ea.	Adjust Manhole		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per Each	\$ _____	\$ _____
12	3 Ea.	Adjust Water Valve Boxes Type A		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per Each	\$ _____	\$ _____
13	3 Ea.	Adjust Water Valve Boxes Type B		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per Each	\$ _____	\$ _____
14	3,400 L.F.	Barbed Wire Fence 4-strand C-12.01		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per L.F.	\$ _____	\$ _____
15	1,200 Gal.	Preservative Seal		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per Gal.	\$ _____	\$ _____

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
16	1 L.S.	16" Ductile Iron Pipe W/Plugs Sum of	_____ Dollars _____ Cents Per Lump Sum \$ _____	\$ _____
17	1 L.S.	12" Vitrified Clay Pipe W/Plug Sum of	_____ Dollars _____ Cents Per L.S. \$ _____	\$ _____
18	1 Ea.	24" Standpipe Sum of	_____ Dollars _____ Cents Per Each \$ _____	\$ _____
19	2 Ea.	30" Standpipe Sum of	_____ Dollars _____ Cents Per Each \$ _____	\$ _____
20	255 L.F.	24" R.G.R.C.P. Class IV Sum of	_____ Dollars _____ Cents Per L.F. \$ _____	\$ _____

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
21	1310 LF	24" RGRCP Class III		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per LF	\$ _____	\$ _____
22	2 ea.	Headwall - 205 for 12" or precast/ Headwall Alt.		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per Each	\$ _____	\$ _____
23.	1 LS	Headwall - 205 for 43X27 CMP		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per LS	\$ _____	\$ _____
24	18 LF	43X27 CMP		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per LF	\$ _____	\$ _____
25	2160 SY	Pavement Removal		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per SF	\$ _____	\$ _____

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
26	1 LS	Traffic Signal		
		Sum of		
			Dollars	
			Cents	
		Per LS	\$ _____	\$ _____
27	1 ea.	Type A Mod. Head Gate 24" SD276		
		Sum of		
			Dollars	
			Cents	
		Per Each	\$ _____	\$ _____
28	1 ea.	Type A Mod. Head Gate 12" SD276		
		Sum of		
			Dollars	
			Cents	
		Per Each	\$ _____	\$ _____
29	2 ea.	Manhole Rings & Cover Complete SD-372 (over air release valves)		
		Sum of		
			Dollars	
			Cents	
		Per Each	\$ _____	\$ _____
TOTAL BID			DOLLARS	
			CENTS	
			\$ _____	

The undersigned is the holder of Arizona State Contractor's License
No. _____ and Classification _____
_____.

Respectfully submitted,

By _____
Office and Title

ATTEST:

Office and Title

Witness: If Bidder is an Individual _____

(Give Bidder's Full Address)

The Bidder hereby acknowledges receipt of the following Addenda:

(Contractor)

By _____

LISTING OF SUBCONTRACTORS

- A. The bidder shall submit with his bid in a separate, sealed envelope the firm name and business address of each specialty subcontractor to whom he proposes to subcontract work for this project. List only one name for each category(s).
- B. In the event the bidder fails in connection with his bid (1) to identify the Specialty Subcontractors as required by Paragraph A., or (2) to comply with Paragraph E., if the bidder himself intends to perform one or more listed categories of the work, the bid may be rejected as nonresponsive to the invitation.
- C. The terms "specialty subcontractor" or "subcontractor" shall mean an individual or firm that performs active duties on the site involving construction, fabrication, installation of materials or items of equipment in connection with the project, as contained in the "List of Subcontractors" *included as part of the bid form.
- D. The bidder may list himself to perform one or more of the listed categories of work for which he has any requisite State licenses when required. In this case, all personnel performing such work at the site shall be carried on his own payroll, except that he may sublet those portions of the work which are traditionally and commonly sublet by the respective subcontractor in the community. If equipment is leased with operators, the operators need not be carried on the bidder's payroll.
- E. Successful bidder agrees that he will not have any of the listed categories of work involved in the performance of this contract performed by any subcontractor other than the subcontractor named for the performance.
1. No substitution for a named specialty subcontractor will be permitted except for just cause which shall include, but not be limited to, the failure, refusal or inability of a specialty subcontractor named in the bidder's original itemized bid to enter into the subcontract; insolvency of such specialty subcontractor; inability to furnish a reasonable performance and payment bond; the suspension or revocation of any necessary license of such specialty subcontractor; the presence of federal tax liens or other such liens against such Specialty Subcontractors; the failure or inability of such Specialty Subcontractors to comply with any other requirements of law applicable to Contractors, Subcontractors, or with respect to the contracts for the construction, alteration, or repair of public buildings, public works or other construction.

*The "List of Subcontractors" form, which shall be completed and submitted with the bid proposal (in a separate, sealed envelope), follows these paragraphs.

2. No such substitutions will be permitted except on the submission in writing to the Owner of a complete justification therefor and obtaining the Owner's written approval thereof.

F. Notwithstanding any of the provisions of this Special Provision, the Owner shall have authority to disapprove or reject the employment of any Subcontractor he has determined nonresponsible; he shall have the right to require any information concerning the bid amount for performance of this Contract by any Subcontractor when a substitute is proposed for a listed Subcontractor, as well as the right to require any other information he deems necessary concerning any listed subcontractor or subcontractor proposed as a substitute. Imposition of any requirements under this subparagraph shall not give rise to any course of action against the Owner by the successful bidder or by any Subcontractor engaged or proposed to be engaged hereunder.

G. Nothing contained in this Subcontractor List shall in itself be construed to create any contract or property rights in the successful bidder or any Subcontractor.

H. In the event the bidder fails in connection with this bid (1) to identify the subcontractors as required above, or (2) to comply with paragraph D if the bidder himself intends to perform one or more listed categories of work, the bid will be rejected as nonresponsible to the invitation. Care should be taken to avoid omitting an entry of a name and address in each space opposite a designation of a category listed in the "List of Subcontractors".

I. The Contractor shall be responsible for all Work performed by Subcontractors.

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
 _____, as Principal, and _____
 _____, as Surety, are held and firmly bound
 unto the City of Scottsdale in the penal sum of _____
 Dollars (\$ _____) lawful money of the United States of
 America, to be paid to the order of the City of Scottsdale, for which payment,
 well and truly to be made, we bind ourselves, our successors and assigns, signed
 with our seals and dated _____, 197 .

The conditions of the above obligation are such that whereas the City Council of
 the City of Scottsdale, on the _____ day of _____, 197 , did
 order the following works to be done, to wit:

PROJECT NO. _____

WHEREAS, _____, the principal herein in answer to
 the Notice Inviting Proposals or bids issued by the City of Scottsdale, put in
 its bid for the making of said improvements.

NOW THEREFORE, if the bid of _____, as
 aforesaid be accepted by the City Council of the City of Scottsdale, and
 _____ shall enter into a contract to
 make said improvements at the price specified in its bid, then this obligation to

(cont'd)

PROJECT NO. 12-0020

be void of no effect, otherwise to remain in full force and virtue.

PRINCIPAL (SEAL)

BY: _____

ATTEST:

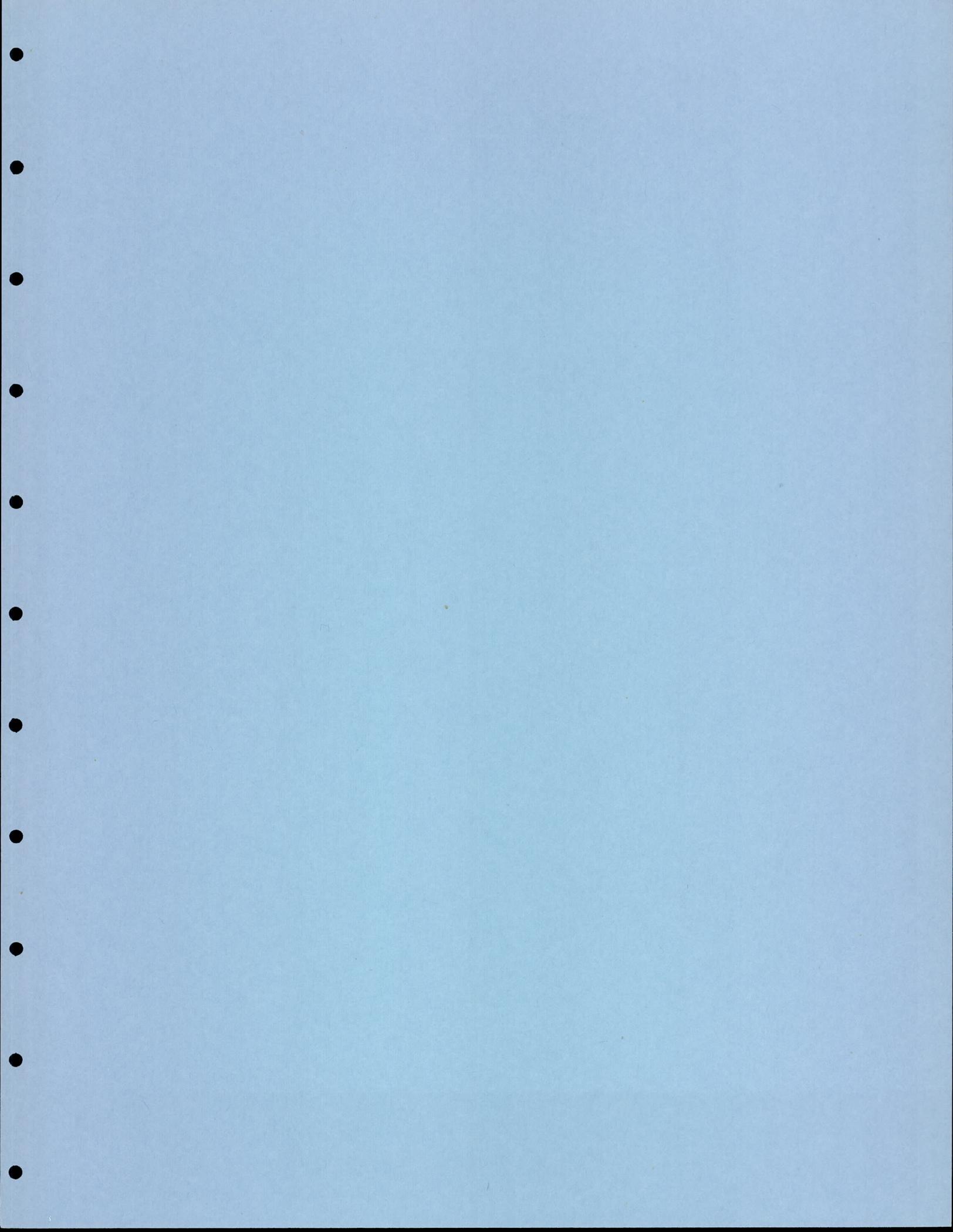
SURETY (SEAL)

BY: _____

ATTORNEY IN FACT

AGENCY OF RECORD

AGENCY ADDRESS



CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 197 by and between _____

_____ of the City of _____, County of _____,

and State of _____, party of the first part hereinafter designated the CONTRACTOR, and the City of Scottsdale, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, party of the second part, thereafter designated the OWNER.

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

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

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

ARTICLE II - CONTRACT DOCUMENTS: The Call for Bids, Plans, Standard Specifications and Details, Special Provisions, Addenda, if any, and Proposal, as accepted by the Mayor and Council per Council Minutes of _____, 19____, Performance Bond, Payment Bond, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

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

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

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

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

ATTEST:

(CONTRACTOR - PARTY OF THE FIRST PART)

WITNESS: IF CONTRACTOR IS INDIVIDUAL

BY: _____
NAME AND TITLE
(CORPORATE SEAL)

CITY OF SCOTTSDALE, A MUNICIPAL CORPORATION
(OWNER - PARTY OF THE SECOND PART)

ATTEST:

CITY CLERK

BY: _____
MAYOR

RECOMMENDED FOR APPROVAL:

APPROVED AS TO FORM:

DIRECTOR OF CAPITAL IMPROVEMENTS
ENGINEERING

CITY ATTORNEY

CONTRACT BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES

(Penalty of this bond must be 100% of the
Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal)
as Principal, and _____, a corporation organized
and existing under the law of the State of _____ with its principal
office in the City of _____, (hereinafter called
the Surety), as Surety, are held and firmly bound unto the City of _____
and the County of Maricopa. State of Arizona in the amount of _____

_____ Dollars (\$ _____), for the payment whereof, the said Principal and
Surety bind themselves, and their heirs, administrators, executors, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the
City of _____, dated the _____ day of _____, 197____
for _____

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

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

PROJECT NO. 12-0020

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

WITNESS our hands the _____ day of _____, 197

PRINCIPAL

BY

SURETY (SEAL)

BY

AGENCY OF RECORD

AGENCY ADDRESS

LABOR AND MATERIALS BOND

STATUTORY PAYMENT BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES

(Penalty of This Bond Must Be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as
Principal, and _____ a corporation organized and
existing under the laws of the State of _____, with its
principal office in the City of _____, (hereinafter
called the Surety), as Surety, are held and firmly bound unto the City of
_____, State of Arizona (hereinafter called the Obligee),
in the amount of _____

Dollars (\$ _____), for the payment whereof, the said
Principal and Surety bind themselves, and their heirs, administrators, executors,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the
Obligee dated the _____ day of _____, 197 , for

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

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

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

PROJECT NO. 12-0020

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

WITNESS our hands the _____ day of _____, 197

PRINCIPAL

BY _____

SURETY

(SEAL)

BY _____

AGENCY OF RECORD

AGENCY ADDRESS

CITY OF SCOTTSDALE, ARIZONA

Certificate of Insurance

Project No: _____, Project Title: _____

The _____
certifies that the following insurance policies have been issued on behalf of

Name of Insured _____ and the City of Scottsdale as an additional
insured. Address of Insured _____

Type of Insurance	Policy No.	Eff. Date	Exp. Date	Limits of Liability
(1) Workmen's Compensation				Statutory
(2) Contractor's Protective Bodily Injury				\$500,000 Ea. Occurrence
(2) Contractor's Protective Property Damage				\$100,000 Ea. Accident 100,000 Aggregate
(3) Contractual Bodily Injury				\$500,000 Ea. Occurrence
(3) Contractual Property Damage				\$100,000 Ea. Accident 100,000 Aggregate
(4) Automobile Bodily Injury & Property Damage				\$500,000 Ea. Occurrence

When the project includes construction of a new, or modification of an existing building (in addition to the above types):

PROJECT NO. 12-0020

- (5) Fire and Extended Coverage plus Vandalism and Malicious Mischief - For the Full Amount of the Contract.

Policy No. Eff. Date Exp. Date

-
- (6) Umbrella Coverage
\$ _____
-

Policy Includes Coverage For:

- (1) a. Damage caused by blasting
 - b. Damage caused by collapse or structural injury
 - c. Damage to underground utilities
 - (2) Liability assumed in construction agreements and other types of contracts or agreements in effect in connection with insured operations.
 - (3) All owned, hired or non-owned automotive equipment used in connection with the insured operation.
-

It is agreed that none of these policies will be cancelled or changed so as to affect this certificate until ten (10) days written notice of such cancellation or change has been delivered to City of Scottsdale.

It is further agreed that:

- (1) These policies shall not expire until all work has been completed and the project has been accepted by the City of Scottsdale. (If a policy does expire during the life of the Contract, a renewal Certificate of the required coverage must be sent to the City of Scottsdale not less than five days prior to expiration date.)

The Contractor hereby agrees to and shall indemnify, defend and save harmless the City of Scottsdale and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries or damage sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement, or on account of any act or omission by the contractor or his agents, or from any claims or amounts arising or recovered under Workmen's Compensation laws or any other law, by-law, ordinance, or order or decree.

This certificate is not valid unless countersigned by an authorized representative of the Insurance Company.

DATE: _____ Countersigned by: _____

Signature

NOTICE OF AWARD

To: _____

PROJECT Description: _____

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 19 _____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 19_____.

Owner
By _____
Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____
this the _____ day of _____, 19_____
By _____
Title _____

NOTICE TO PROCEED

To: _____

Date: _____
Project: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 19_____, on or before _____, 19_____, and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 19_____.

Owner
By _____
Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

_____,
this the _____ day
of _____, 19_____

By _____
Title _____

(c) The name, title and address of the owner, partners or officers of the undersigned are:

<u>Name</u>	<u>Title</u>	<u>Address</u>

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

<u>Name</u>	<u>Address</u>	<u>Nature of Interest</u>

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

<u>Name</u>	<u>Address</u>	<u>Trade Classification</u>

Contractor

Date _____

By _____

WARNING

U. S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

SUBCONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

To: Assistant Secretary-Commissioner
Department of Housing and Urban Development
Federal Housing Administration

Date _____

Project No. _____

c/o _____, Director

Project Name _____

_____ Insuring Office

1. The undersigned, having executed a contract with _____
(contractor or subcontractor)
_____ for _____
(nature of work)
_____ in the amount of \$ _____

in the construction of the above-identified project, certifies that:

- (a) The Labor Standards Provisions of the Supplementary Conditions Of The Contract For Construction are included in the aforesaid contract.
 - (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)), or by the Assistant Secretary-Commissioner pursuant to Section 512 of the National Housing Act, as amended.
 - (c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.
2. He agrees to obtain and forward to the contractor, for transmittal to the Federal Housing Administration, within ten days after the execution of any lower tier subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, FHA Form No. 2482-A, executed by the lower tier subcontractor, in duplicate.

(a) The workmen will report for duty on or about _____
(Date)

3. He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

- (1) A single proprietorship _____
- (2) A partnership _____
- (3) A corporation organized in the State of _____
- (4) Other organization (describe) _____

(c) The name, title and address of the owner, partners or officers of the undersigned are:

<u>Name</u>	<u>Title</u>	<u>Address</u>

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

<u>Name</u>	<u>Address</u>	<u>Nature of Interest</u>

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

<u>Name</u>	<u>Address</u>	<u>Trade Classification</u>

Subcontractor

By _____
Signature

Typed name and title

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever for the purpose of . . . influencing in any way the action of such Administration. . . . makes, passes, utters, or publishes any statement knowing the same to be false. . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

(EXHIBIT 2)

EMPLOYEE CERTIFICATE OF AUTHORIZATION

It is hereby certified that the employee listed below is the person authorized to compile the weekly payroll report, execute the "Weekly Statement of Compliance", distribute the wages to the employees and complete the various forms pertaining to the prevailing wage requirements on behalf of the individual, firm, partnership, corporation or association in connection with the construction of the project:

_____ (Project Number) _____ (Project Name)

_____ (Type or Print Name of Authorized Person) _____ (Signature of Authorized Person)

Name of individual, firm, partnership, corporation or association:

**Signature(s) of Responsible Individual (s):

_____ (Signature) _____ (Title)

_____ (Signature) _____ (Title)

_____ (Signature) _____ (Title)

_____ (Signature) _____ (Title)

Date: _____

**This certificate must be executed by the responsible persons(s) whose name(s) (is/are) listed on the FHA Form 2482-A, Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements. (See Exhibit 1.)

In the event that the employee listed on this certificate has been replaced, it is required that a new certificate be submitted covering the new employee.

NOTE: RETURN THIS EXHIBIT TOGETHER WITH THE FHA FORM 2482-A - EXHIBIT - 1.

CUT _____

(EXHIBIT 6)

INSTRUCTION FOR COMPLETION AND SUBMISSION OF THE WEEKLY PAYROLL REPORT AND ADDITIONAL INFORMATION

The Payroll Form, WH-347, has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (39CFR, Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related laws.

1. SUBMISSION OF WEEKLY PAYROLL REPORTS:

- a. The prime contractor and each subcontractor shall submit a fully executed copy of the form WH-347, Payroll, (Exhibit 4), for each pay period that he performs on the construction of the project.
- b. It is permissible to submit a copy of an IBM print out payroll providing that a copy of the Form WH-348 - "Statement of Compliance" - (Exhibit 4-A), is attached.
- c. If no work is performed on the construction site during a given pay period, the prime contractor and each subcontractor shall submit a copy of the Payroll Form WH-347 (No Performance) Exhibit 5.
- d. THE TIME LIMIT FOR SUBMISSION OF EITHER OF THE FORMS IS SEVEN (7) DAYS FOLLOWING THE CLOSE OF ANY PAY PERIOD.

EXAMPLE: Contractor's pay period ends on Wednesday and he distributes the wages to his workmen on Friday of the same week. The pay period ending in this case would be Wednesday. Therefore, seven days from Wednesday, FHA must have the payroll report on file.

ANY PAYROLL REPORTS SUBMITTED LATER THAT THE REQUIRED 7 DAYS MUST BE ACCOMPANIED BY AN EXPLANATION IN ORDER TO AVOID AN ENTRY IN OUR LIST OF VIOLATORS.

The payroll form WH-347 will not be supplied from FHA, you are authorized to reproduce or obtain a supply of the form from the: Superintendent of Documents, U.S. Government Printing Office, Washington, D. C. 20402. The price for 100 sheets is \$2.25, in check or money order only. You may obtain copies of the Form WH-348, Statement of Compliance (Exhibit 4-A) from the same source, the price for 100 sheets is \$1.25.

2. PARTNERSHIP, PIECEWORK OR PROFIT-SHARING ONLY WORK CONTRACTS - COLUMN (3) OF EXHIBIT 6-A.

Partnership, piecework or profit-sharing only, work contracts are permitted provided that any workman employed, other than the individual, partners or owners of the contracting firm, is being paid a piecework rate that would equal - during the course of one hour of work - no less than the full hourly wage rate (the sum of which is basic rate plus the total of all fringe benefits) as determined by the wage determination (Exhibit 3) for the classification employed.

The entry "Piecework" must be included in Column (3) of the Form Wh-347, together with the classification involved for all workmen other than the individual, partner or owners listed in Section 3(c) of the FHA Form 2482-A, Exhibit 1.

THIS TYPE OF WORK ARRANGEMENT IS SUBJECT TO STRICT POLICING BY THIS AGENCY, WHEN IT INVOLVES WORKMEN OTHER THAN THE INDIVIDUAL, PARTNERS OR OWNERS OF THE CONTRACTING FIRM.

3. WORKMAN PERFORMING WORK ON THE PROJECT IN MORE THAN ONE CLASSIFICATION

Any workman who performs work on the project in more than one classification within the same workweek shall be classified and paid at the highest wage rate applicable to any of the work which he performs unless the following requirements are met:

- a. Accurate daily time records shall be maintained. These records must show the time worked in each classification and the rate of pay for each classification, and must be signed by the workman.
- b. The payroll shall show the hours worked in each classification and the wage rate paid for each classification (Columns (3), (4), (5) and (6) of the Form WH-347, Payroll).
- c. The payroll shall be signed by the workman, or a signed copy of the daily time records shall be attached thereto.

4. CLASSIFICATIONS THAT ARE NOT REQUIRED TO BE LISTED ON PAYROLL REPORTS:

- (a. Project Superintendent (b. Project Engineer
- (c. Supervisory Foreman, as distinguished from working foreman.
- (d. Watchman (e. Waterboy (f. Messenger
- (g. Clerical workers, such as timekeepers, payroll clerks and bookkeepers.
- (h. Janitors - only if they perform work prior to occupancy. If clean up work is performed during construction of the building he must be paid the wage rate for laborer-clean up. (Refer to Exhibit 3).

4. Continued:

*A working foreman is one who, in addition to his supervisory duties, performs the work of a laborer or mechanic during a substantial portion (at least 20%) of his workweek. He must be paid not less than the applicable laborer or journeyman mechanic rate for all hours in which he performs the work of a laborer or mechanic.

5. SUMMER EMPLOYMENT OF STUDENTS:

To facilitate a fuller participation in the Youth Opportunity Campaign, the Department of Labor and HUD, as a matter of administrative policy, will take no exception to the employment of students during their summer vacations at wage rates below the prevailing rates and who are a part of a bona fide youth Opportunity Program. The Area/Insuring Office Director shall make such inquiry as necessary to assure that such employees are bona fide students employed on a temporary basis for the summer months only.

6. YOUTH POVERTY, AND MANPOWER TRAINING PROGRAMS:

To facilitate a fuller participation in youth, poverty and manpower training programs, the Department of Labor and HUD, as a matter of administrative policy, will take no exception to the employment of enrollees or trainees in these programs at wage rates below the prevailing wage rates. This includes Youth Corps, and other similar manpower and training programs. This policy will be observed only in those instances where agreements have been reached by labor and management under a bona fide youth, poverty, or other similar manpower training program, including programs for training of project or target area residents.

7. WAGE APPEALS BOARD:

(Regulations 29 CFR Part 7 provides for appeals to the Department of Labor's Wage Appeals Board as to questions concerning both law and fact arising from decisions of the Solicitor of Labor regarding wage determinations, debarment, and other matters relating to labor standards provisions.

(Refer to Exhibit 8).

PAYROLL

(For Contractor's Optional Use; See Instruction, Form WH - 347 Inst.)

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input checked="" type="checkbox"/>		ADDRESS																
Jones & Sons, Inc.		1331 March Lane, Los Angeles, California 90047																
PATROLL NO.		FOR WEEK ENDING		PROJECT AND LOCATION		PROJECT OR CONTRACT NO.												
One-Initial		July 14, 1972		North Apartments, Camarillo, California		122-00100 (FHA Project No.)												
(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF HOLDING EMPLOYMENTS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK	
			S	M	T	W	T	F	S				W	OTH	TOT			
			8	9	10	11	12	13	14				FICA	WITH- HOLDING TAX				
			HOURS WORKED EACH DAY															
White, David (1) 2400 Norwood Drive Los Angeles, Calif. 90022 SSN-573-83-5031	2	Carpenter						4/4		4	7.50/1.12	30.00					Workman worked straight time on this project and other project. The \$1.12 indicates the total of all fringe benefits. Fringe benefits were paid to a fund.	
Jones, Richard (2) 1217 Ledera Drive Los Angeles, Calif. SSN-347-38-3051	3	Carpenter/ Hardwood Layer		2/0						2	11.98/1.12						Workman performed 8 hours straight time and 2 hours overtime on this project only. Fringes were paid to a fund.	
Lopez, Juan Manuel (3) 2900 Dewey Drive Granada Hills, Calif. SSN-753-19-3196	4	General Laborer			5/3					5	5.75/1.24	28.93					Workman performed work on this project and 3 on other projects where the wage rates were not the same. Fringes were paid to funds. No fringes were required on other project(s).	
Smith, Roger (1) 2700 Winter Street Los Angeles, Calif. SSN-572-64-2290	5	Op. Engineer/ Auto Grader		0/2						2	11.34						Workman was required to be paid cash for his basic and fringe benefits. See Exhibit 6-B on how to compute fringe benefits concerning time and a half.	
Mendoza, Robert T. (3) 314 - 17th Avenue San Gabriel, Calif. 91776 SSN-537-20-7506	6	Truck Driver/ Dump (8toll yds)					5/3			5	7.01/1.62	35.05					Workman was paid the basic rate only. The fringe benefits which include vacation pay were paid to funds.	
Jones, Lee (2) 24th and P Street, S. Torrance, California SSN-256-38-2965	3	General Laborer		2/0				2/0		2	2.75/1.31						Workman was employed in two separate classifications during the work week. Refer to Exhibit 6 Section 3 for further instructions.	
Jones, Lee (2)	3	Laborer/ Cement Dumper		8/0				2/0		10	5.00/1.24	74.60					Vacation pay is normally included in basic rate. Example: \$7.00 Basic .50 Vacation \$7.50 Total	
Adams, John (2) 1304 Marshall Street Los Angeles, Calif. SSN-777-88-9999	1	Carpenter/ Shingler Piece work at \$ _____ per sq.			6/0	5/0	1/0			12	5.00/1.54	70.62					Refer to Exhibit 6 Section 2. Enter Thus: Example: Carpenter/Shingler Piecework Carpenter/Shingler Piecework at \$ _____ per sq.	
Brown, Merle (1) 3345 Capital Avenue El Sereno, California SSN-726-39-1402	1	Carpenter/Appr. Period of Ind. 1, as of 1/1/72 60%		8/2	2/0					10	5.00/1.12	50.00					Apprentice indenture papers must be submitted with the first payroll the apprentice's name appears on.	

(EXHIBIT 6-A-1)

INSTRUCTIONS FOR PREPARATION OF
STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

Contractors who pay all required fringe benefits.

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

Contractors who pay no fringe benefits:

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$3.25/.40. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

STATEMENT OF COMPLIANCE

Date _____

I, _____
(Name of signatory party) _____
(Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____

_____ on the _____
(Contractor or subcontractor) _____ (Building or work)

_____ ; that during the payroll period commencing on the _____

day of _____, 19____, and ending the _____ day of _____, 19____

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat 948, 63 Stat 108, 72 Stat 967; 76 Stat 357; 40 U.S.C. 276c), and described below:

Permissible deductions (Exhibit 6-C) must be described in this

section. Normal deductions such as FICA, Withholding Tax, SDI,

State Tax and Vacation need not be described in this section.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That (Indicate by check mark how fringe benefits were paid.)

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed

in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
*Section (B) (1) Reporting of the Basic Rate and	Fringe Benefits Paid in Cash.
In straight time box (column 6 of the Form WH-347) list the actual hourly wage rate including the total of all fringe benefits as determined by the effective wage determination.	
EXAMPLE: The basic hourly wage rate for a carpenter is \$7.50. The determination also lists the following fringe benefits: H&W-60¢, pension-50¢, and Appr. Training-2¢	
ENTER THUS: \$7.50 for this project.	
1.62	
---- as required for other project(s)	
---- (refer to examples in Exhibit 6-A-a)	
Reporting Overtime Payment of the Basic and Fringe Benefits	
In Cash *SECTION (B) (2)	
EXAMPLE: Straight time basic: \$7.50. Time and half overtime \$11.25. ENTER THUS: \$11.25	
1.62	
REMARKS	It is not required to pay time and a half on the fringe benefits.
(Refer to examples in Exhibit 6-A-a).	
Statement of Compliance may be signed by the employee listed on Exhibit 2 or individual(s) listed in Section 3.(c) of FRA Form 2482-A. No payroll will be returned. If in need of signature, General Contractor will be notified and it is their responsibility to see that the sub, etc. signs the payroll in the DHUD, Labor Relations Office.	

NAME AND TITLE	SIGNATURE
Typewritten or Printed Legibly.	Signature must be an original signature and in ink.

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 802 OF TITLE 18 OF THE UNITED STATES CODE.

EXHIBIT 6-B

PERMISSIBLE PAYROLL DEDUCTIONS

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

- (a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
- (b) Any deduction of sums previously paid to the employee as a bona fide pre-payment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
- (c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person or when collusion or collaboration exists.
- (d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, that the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.
- (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
- (f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
- (g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
- (h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
- (i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.
- (j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under Section 516.27(a) of this title shall be kept.

EMPLOYMENT OF APPRENTICES/TRAINEES

Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, U. S. Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, U. S. Department of Labor.

The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

Trainees will be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the U. S. Department of Labor, Bureau of Apprenticeship and Training.

Any employee listed on a payroll at an apprentice wage rate, who is not a trainee or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed.

"Apprentice" means (1) person employed and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau; or (2) a person in his 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 Council (where appropriate) to be eligible for probationary employment as an apprentice.

"Trainee" means, a person receiving on-the-job training in a construction occupation under a program which is approved (but not necessarily sponsored) by the U. S. Department of Labor, Bureau of Apprenticeship and Training, and which is reviewed from time to time by the Department of Labor to insure that the training meets adequate standards.

(Refer to Exhibit 7B for further instructions)

COMPLETE EXHIBIT 7B for further instructions.)

COMPLETE EXHIBIT 7-A AND SUBMIT IT TOGETHER WITH THE FHA FORM 2482-A - EXHIBIT 1.

IT IS REQUESTED THAT:

APPRENTICE INDENTURE PAPERS MUST BE SUBMITTED WITH THE FIRST PAYROLL THE APPRENTICE'S NAMES APPEARS ON

TRAINEE AGREEMENT MUST BE SUBMITTED TO REGIONAL LABOR RELATIONS OFFICER FOR REVIEW AND APPROVAL PRIOR TO TRAINEES BEING EMPLOYED ON HUD PROJECTS.

(EXHIBIT 7-A)

CONTRACTOR'S RATIO OF APPRENTICES/TRAINEEES TO JOURNEYMEN

FIRM NAME: _____

The following is a list of my entire work force employed on all State, Private, or Federally financed or Federally assisted construction projects for the county stated below. The purpose of this list is to satisfy Condition C, of the Supplementary Conditions of the Contract for Construction Article 1- Labor Standards - FHA Form 2554.

COUNTY: LOS ANGELES AS OF July 11, 1972
(Date)

(Note: Do not list the name of any journeyman or apprentice/trainee.)

<u>JOURNEYMAN CLASSIFICATION</u>	<u>TOTAL</u>	<u>APPRENTICE/TRAINEE CLASSIFICATION</u>	<u>TOTAL</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

AUTHORIZED SIGNATURE: _____

TITLE: _____

NOTE: SUBMIT THIS FORM TOGETHER WITH THE FHA FORM 2482-A - EXHIBIT 1.

.....CUT.....

SUPERSEDES DECISION

STATE: Arizona COUNTY: Statewide
 DECISION NUMBER: A276-5075 DATE: Date of Publication
 Supersedes Decision No. A276-5007 dated January 23, 1976, in 41 FR 3568
 DESCRIPTION OF WORK: Building Construction (excluding single family homes and garden type apartments up to and including 4 stories), heavy and highway construction.

DECISION NO. A276-5075

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
ASBESTOS WORKERS	\$10.39	.50	\$1.02		.02
BOILERMAKERS	10.85	.65	1.00	.50	.02
BRICKLAYERS; (Phoenix Area) Bricklayers; Manhole Builders; Stonemasons:					
Zone A (0-25 miles from the City Hall in Phoenix; Flagstaff and Yuma)	10.05	.65	.90		.06
Zone B (25-40 miles from the City Hall in Phoenix; and Williams AFB)	10.55	.65	.90		.06
Zone C (40-70 miles from the City Hall in Phoenix)	11.56	.65	.90		.06
Zone D (70-100 miles from the City Hall in Phoenix)	12.06	.65	.90		.06
Zone E (100-200 miles from the City Hall in Phoenix)	12.56	.65	.90		.06
Zone F (200 miles and over from the City Hall in Phoenix)	13.07	.65	.90		.06
BRICKLAYERS; (Tucson Area) Bricklayers; Stonemasons:					
Zone A (0-15 miles from Tucson City limits)	9.965	.70	.75		.06
Zone B (Over 15 miles to 30 miles from Tucson City limits)	10.34	.70	.75		.06
Zone C (Over 30 miles to 40 miles from Tucson City limits)	10.715	.70	.75		.06
Zone D (Over 40 miles from Tucson City limits)	11.465	.70	.75		.06
Manhole Builders:					
Zone A (0-15 miles from Tucson City limits)	10.215	.70	.75		.06
Zone B (Over 15 miles to 30 miles from Tucson City limits)	10.59	.70	.75		.06
Zone C (Over 30 miles to 40 miles from Tucson City limits)	10.965	.70	.75		.06

BRICKLAYERS; (Tucson Area) (Cont'd)
 Manhole Builders; (Cont'd)
 Zone D (Over 40 miles from Tucson City limits)

CARPENTERS:
 (Central and Southern Areas):
 Carpenters; Drywall Applicator;
 Saw Filers; Shingler
 Floorlayers (finish); File-
 drivers
 Millwrights
 (Northern Area)
 Carpenters; Drywall Applicator;
 Saw Filer; Shingler
 Floorlayers (finish); File-
 drivers
 Millwrights

CEMENT MASONS:
 (Apache, Coconino, Gila, Mohave, Navajo, Yavapai, Yuma and the Northern portions of Graham, Greenlee, Maricopa and Pinal Counties)
 (Central and Southern Areas)
 Cement Masons
 Concrete troweling machine;
 Sawing and scoring machine;
 Curb and gutter machine
 (Northern Area)
 Cement Masons
 Concrete troweling machine;
 Sawing and scoring machine;
 Curb and gutter machine
 (Cochise, Pima, Santa Cruz and the southern portions of Graham, Greenlee, Maricopa and Pinal Counties)
 (Central and Southern Areas)
 Cement Masons
 Concrete troweling machine;
 Sawing and scoring machine;
 Curb and gutter machine

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
	\$11.715	.70	.75		.05
	9.055	.845	.955		.05
	9.37	.845	.955		.05
	9.50	.845	.955		.05
	10.96	.845	.955		.05
	11.245	.845	.955		.05
	11.375	.845	.955		.05
	9.01	.75	1.00		.05
	9.17	.75	1.00		.05
	10.885	.75	1.00		.05
	11.045	.75	1.00		.05
	9.52	.70	.75		.05
	9.485	.70	.75		.05

NOTICES

DECISION NO. AZ76-5075

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
ERTWALLS					
(From Court House in Phoenix, Mesa, including Luke and Williams Air Force Bases)					
Tapers:					
Zone A (0-40 miles)	\$9.71	.59	.50		.07
Zone B (41-60 miles)	11.21	.59	.50		.07
Zone C (61 miles and over)	11.96	.59	.50		.07
Texture Sprayment:					
Zone A (0-40 miles)	9.81	.59	.50		.07
Zone B (41-60 miles)	11.31	.59	.50		.07
Zone C (61 miles and over)	12.06	.59	.50		.07
ELECTRICIANS: (Flagstaff Area)					
Zone A (In the City of Flagstaff, that area lying in a square extending 20 miles North-South, East and West of the Post Office) (Williams, Winslow and Sedona covering a square extending 5 miles North-South, East and West of the Post Office in each town)					
Electricians	12.35	.80	174.70		1/2%
Cable Splicers	12.55	.80	174.70		1/2%
Zone B (All territorial jurisdiction allotted outside of Zone A)					
Electricians	14.65	.80	174.70		1/2%
Cable Splicers	14.85	.80	174.70		1/2%
ELECTRICIANS: (Gallup Area-Northern Apache County)					
Electricians	11.04	.40	1%		1/2%
Cable Splicers	11.96	.40	1%		1/2%
ELECTRICIANS: (Globe-Miami Area)					
Zone A (The area within 16 road miles beginning where the Southern Pacific Railroad intersects Highway 60-70 at Kaiser Crossing)					
Electricians	12.47	5%	8%		1/2%
Cable Splicers	12.72	5%	8%		1/2%

DECISION NO. AZ76-5075

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
ELECTRICIANS: (Globe-Miami Area)					
(Cont'd)					
Zone B (16-28 miles)					
Electricians	\$13.17	5%	8%		1/2%
Cable Splicers	13.42	5%	8%		1/2%
Zone C (28-46 miles)					
Electricians	13.77	5%	8%		1/2%
Cable Splicers	14.02	5%	8%		1/2%
Zone D (46 miles and over)					
Electricians	14.47	5%	8%		1/2%
Cable Splicers	14.72	5%	8%		1/2%
ELECTRICIANS: (Phoenix)					
Zone A (Beginning at the northeast corner, a line extending southward on Bush Highway to McKellips Road; a line extending east on McKellips Road to a point one mile east of the intersection of State Highway 93 and U.S. 60 & 70 near Apache Junction; Southward to Baseline Road; west on Baseline Road to the intersection of Baseline Road and Ellsworth Road; South on Ellsworth Road to Hunt Highway; west on Hunt Highway to Powers Road; a line extending south on Powers Road five miles, then extending straight west to a point five miles west of Interstate 10, then northwest on a line parallel with Interstate 10 to intersect with Pecos Road; west on Pecos Road to intersect with Cotton Lane, North on Cotton Lane to Beloit Road. West on Beloit Road to Airport Road. North on Airport Road in a straight line to intersect Waddell Road. East on Waddell Road to intersect with Cotton Lane, North on Cotton Lane to Deer Valley Drive and east on Deer Valley Drive to intersect with Bush Highway including Luke a Williams Air Force Bases.)					
Electricians	11.80	.80	174.70		1/2%
Cable Splicers	12.39	.80	174.70		1/2%

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
ELECTRICIANS: (Cont'd)					
Zone B (Area outside of Zone A and bounded by a line formed by measuring sixteen (16) road miles from the outer boundaries of and area enclosed by the following boundaries: Powers Road on the east, from Hunt Highway on the south to one mile south of Pinnacle Peak Road on the north. One mile south of Pinnacle Peak Road to Cotton Lane on the west. Cotton Lane to Pecos Road on the South. Pecos Road to Price Road and from Price Road to Hunt Highway on the south. Hunt Highway to Powers Road on the east)					
Electricians	\$13.87	.80	1 7/8%		3/4%
Cable Splicers	14.56	.80	1 7/8%		3/4%
Zone C (Outside edge of Zone B and extended to the outside limits of the union jurisdiction)					
Electricians	14.93	.80	1 7/8%		3/4%
Cable Splicers	15.67	.80	1 7/8%		3/4%
ELECTRICIANS: (Kingman)					
Zone A (The area within the 16th road mile from the City Hall)					
Electricians	11.80	.80	1 7/8%		1/2%
Cable Splicers	12.39	.80	1 7/8%		1/2%
Zone B (From the 16th road mile and extend up to and including the 32nd road mile)					
Electricians	13.87	.80	1 7/8%		1/2%
Cable Splicers	14.56	.80	1 7/8%		1/2%
Zone C (From the 32nd road mile and extend up to the outside limits of the union's jurisdiction)					
Electricians	14.93	.80	1 7/8%		1/2%
Cable Splicers	15.67	.80	1 7/8%		1/2%

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
ELECTRICIANS: (Prescott):					
Zone A (The area within 20 road miles from the City Hall)					
Electricians	\$11.80	.80	1 7/8%		1/2%
Cable Splicers	12.39	.80	1 7/8%		1/2%
Zone B (From the 20th road mile and extend up to and including the 32nd road mile)					
Electricians	13.87	.80	1 7/8%		1/2%
Cable Splicers	14.56	.80	1 7/8%		1/2%
Zone C (From the 32nd road mile and extend to the outside limits of the Union's jurisdiction)					
Electricians	14.93	.80	1 7/8%		1/2%
Cable Splicers	15.67	.80	1 7/8%		1/2%
ELECTRICIANS: (Tucson Area)					
Zone A (Area within 16 road miles from the City Hall in Tucson and Douglas. Nogales and Sierra Vista shall be limited to 16 road miles from the center of the respective towns)					
Electricians	12.47	5%	8%		1/2%
Cable Splicers	12.72	5%	8%		1/2%
Zone B (Area from the outer limits of the 16 mile radius and extend up to and including 12 road miles)					
Electricians	13.17	5%	8%		1/2%
Cable Splicers	13.42	5%	8%		1/2%
Zone C (Area from 12 road miles up to and including 30 road miles)					
Electricians	13.77	5%	8%		1/2%
Cable Splicers	14.02	5%	8%		1/2%
Zone D (Area from 30 road miles and extend to the outside limits of the units jurisdiction)					
Electricians	14.47	5%	8%		1/2%
Cable Splicers	14.72	5%	8%		1/2%

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ELECTRICIANS: (Yuma Area)
 Zone A (Yuma North to Colorado River, East of County Avenue 58, South to County 16th Street, and West to County Avenue E; Cities of Semerton and Parker)
 Electricians
 Cable Splicers
 Zone B (1-16 miles from Zone A)
 Electricians
 Cable Splicers
 Zone C (16-42 miles from Zone A)
 Electricians
 Cable Splicers
 Zone D (42 miles from Zone A and out)
 Electricians
 Cable Splicers
HEAVY CONSTRUCTORS
HEAVY CONSTRUCTORS' HELPERS
HEAVY CONSTRUCTORS' HELPERS (APP.)
GLAZIERS:
 (Statewide except the Northern and Central parts of Apache, Coconino, Mohave and Navajo and the Northern half of Yavapai County)
IRONWORKERS:
 (Central and Southern Area) (Northern Area)
PAINTERS: (Flagstaff Area)
 Zone A (From Flagstaff Court House to 20 miles)
 Brush; Glaziers; Soft Floor Layers
 Brush, steel and bridge
 Spray
 Spray, steel and bridge
 Zone B (20-35 miles from Court House in Flagstaff)
 Brush; Glaziers; Soft Floor Layers
 Brush, steel and bridge
 Spray
 Spray, steel and bridge

	Base Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
	\$11.88	.45	7%		1%
	12.13	.45	7%		1%
	12.58	.45	7%		1%
	12.83	.45	7%		1%
	13.18	.45	7%		1%
	13.43	.45	7%		1%
	13.88	.45	7%		1%
	14.13	.45	7%		1%
	11.55	.495	.32	37a	.02
	70LJR	.495	.32	37a	.02
	50LJR				
	9.42	.70	.30		.01
	10.54	1.03	1.63		.08
	12.54	1.03	1.63		.08
	9.33	.70	.50	.50	.17
	9.83	.70	.50	.50	.17
	9.83	.70	.50	.50	.17
	10.33	.70	.50	.50	.17
	10.13	.70	.50	.50	.17
	10.63	.70	.50	.50	.17
	10.58	.70	.50	.50	.17
	11.13	.70	.50	.50	.17

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PAINTERS: (Cont'd)
 Zone C (35-80 miles from Court House in Flagstaff)
 Brush; Glaziers; Soft Floor Layers
 Brush, steel and bridge
 Spray
 Spray, steel and bridge
 Zone D (80 miles and over from Court House in Flagstaff)
 Brush; Glaziers; Soft Floor Layers
 Brush, steel and bridge
 Spray
 Spray, steel and bridge
PAINTERS: (Phoenix Area)
 Zone A (0-40 miles from Court House in Phoenix, Mesa and including Luke and Williams Air Force Bases):
 Brush
 Spray
 Steel and bridge, brush
 Steel and bridge, spray
 Zone B (41-60 miles from Court House in Phoenix)
 Brush
 Spray
 Steel and bridge, brush
 Steel and bridge, spray
 Zone C (60 miles and over from Court House in Phoenix)
 Brush
 Spray
 Steel and bridge, brush
 Steel and bridge, spray
PAINTERS: (Tucson and Yuma Areas)
 Zone A (0-30 miles from Stone and Congress in Tucson and from the County Courthouse in Yuma)
 Brush
 Spray
 Steel and bridge, brush
 Steel and bridge, spray

Base Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
\$11.13	.70	.50	.50	.17
11.63	.70	.50	.50	.17
11.58	.70	.50	.50	.17
12.13	.70	.50	.50	.17
11.33	.70	.50	.50	.17
11.83	.70	.50	.50	.17
11.83	.70	.50	.50	.17
12.33	.70	.50	.50	.17
9.09	.59	.33		.03
9.34	.59	.33		.03
9.44	.59	.33		.03
9.64	.59	.33		.03
10.09	.59	.33		.03
10.34	.59	.33		.03
10.44	.59	.33		.03
10.64	.59	.33		.03
11.09	.59	.33		.03
11.34	.59	.33		.03
11.44	.59	.33		.03
11.64	.59	.33		.03
8.43	.67	.35		.04
8.93	.67	.35		.04
9.43	.67	.35		.04
9.93	.67	.35		.04

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	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
PAINTERS: (Cont'd)					
Zone B (31-40 miles from Stone and Congress in Tucson and from the County Courthouse in Yuma)					
Brush	\$9.18	.67	.35		.04
Spray	9.68	.67	.35		.04
Steel and bridge, brush	10.18	.67	.35		.04
Steel and bridge, spray	10.68	.67	.35		.04
Zone C (41-50 miles from Stone and Congress in Tucson and from the County Courthouse in Yuma)					
Brush	9.68	.67	.35		.04
Spray	10.18	.67	.35		.04
Steel and bridge, brush	10.68	.67	.35		.04
Steel and bridge, spray	11.18	.67	.35		.04
Zone D (51 miles and over from Stone and Congress in Tucson and from the County Courthouse in Yuma)					
Brush	10.43	.67	.35		.04
Spray	10.93	.67	.35		.04
Steel and bridge, brush	11.43	.67	.35		.04
Steel and bridge, spray	11.93	.67	.35		.04
PLASTERERS (Phoenix Area):					
Zone A (0-35 miles from Phoenix)	9.045	.60	.85		.035
Zone B (35-60 miles from Phoenix)	9.795	.60	.85		.035
Zone C (60 miles and over from Phoenix)	10.67	.60	.85		.035
PLASTERERS (Tucson Area):					
Zone A (0-30 miles from Tucson)	8.57	.35	.60		
Zone B (30-40 miles from Tucson)	9.07	.35	.60		
Zone C (40-50 miles from Tucson)	9.32	.35	.60		
Zone D (Over 50 miles from Tucson)	10.07	.36	.60		

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	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
PLUMBERS; Steamfitters:					
FREE ZONE 0-15 miles					
The "Free Zone" (Zone I) shall be 15 road miles from the stated base points in Flagstaff, Yuma, Tucson and Douglas. The "Free Zone" from Phoenix shall be 15 miles radius from the stated base point. In addition, all areas within the city limits of Phoenix, Chandler, Scottsdale, Tempe, Glendale, Mesa, Kingman, Havasu City, Prescott, Winslow and Holbrook will be included as Free Zones. Any work contracted for outside of these Zones will be determined from the Phoenix and Tucson basing points.					
Zone I (0-15 miles)	\$11.14	.75	\$1.35		.10
Zone II (15-30 miles)	11.49	.75	1.35		.10
Zone III (30-40 miles)	11.91	.75	1.35		.10
Zone IV (40 miles and over)	13.21	.75	1.35		.10
ROOFERS (Tucson Area):					
Asbestos; Shinglers; Tile and Waterproofing:					
Zone A (0-44 miles from Tucson)	7.47	.65	.20		.03
Zone B (Over 44 miles from Tucson)	9.22	.65	.20		.03
ROOFERS (Phoenix Area)					
Roofers and Waterproofers	8.91	.845	.20		.02
SHEET METAL WORKERS:					
Zones Bases - from the Administration Building or City Hall in Flagstaff, Kingman, Phoenix, Prescott and Yuma):					
Zone I (0-25 miles)	10.13	37+.60	1.00		.07
Zone II (25-50 miles)	10.78	37+.60	1.00		.07
Zone II (50 miles and over)	12.63	37+.60	1.00		.07
SHEET METAL WORKERS:					
Zone Bases - from the Administration Building or City Hall in Douglas and Tucson:					
Zone A (1-17 miles)	9.17	37+.83	1.60		.01

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	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
SHEET METAL WORKERS: (Cont'd)					
Zone B (15-25 miles)	\$9.67	37+.83	\$1.60		.01
Zone C (29-40 miles)	10.67	37+.83	1.60		.01
Zone D (41 miles and over)	11.67	37+.83	1.60		.01
SOFT FLOOR LAYERS (Phoenix Area):					
Zone A (0-40 miles from Court House in Phoenix and Flagstaff including Luke and Williams Air Force Bases)	8.81	.49	.12		.12
Zone B (41-60 miles from Court House in Phoenix and Flagstaff)	9.81	.49	.12		.12
Zone C (61 miles and over from Court House in Phoenix and Flagstaff)	10.81	.49	.12		.12
SOFT FLOOR LAYERS (Tucson Area):					
SPRINKLER FITTERS	7.25	.38			
PIPE FITTERS; Tile Setters; Marble Mosaic (Tucson Area)	12.04	.40	.90		.08
PLUMBERS, TILE and MARBLE SETTERS' HELPERS (Tucson Area)	9.42	.70	.75		
6.51	.70				
LINE CONSTRUCTION:					
Zone I (Phoenix and Tucson 10 mile radius from center of town):					
Groundmen	8.79	8%	8%		1/2%
Equipment Operators; Powdermen; Mechanics	10.15	8%	8%		1/2%
Linemen; Technicians; Crane Operators; Linemen Welder	11.45	8%	8%		1/2%
Cable Splicers	11.82	8%	8%		1/2%
Zone I-A (Douglas, Flagstaff, Globe, Kingman, Prescott and Yuma 10 mile radius from center of town):					
Groundmen	9.55	8%	8%		1/2%
Equipment Operators; Powdermen; Mechanics	10.85	8%	8%		1/2%
Linemen; Technicians; Crane Operators; Linemen Welder	12.20	8%	8%		1/2%
Cable Splicers	12.64	8%	8%		1/2%

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Zone II (Other Areas):

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Groundmen	\$10.26	8%	8%		1/2%
Equipment Operators; Powdermen; Mechanics	11.57	8%	8%		1/2%
Linemen; Technicians; Crane Operators; Linemen Welder	12.93	8%	8%		1/2%
Cable Splicers	13.32	8%	8%		1/2%

FOOTNOTE:

a. Employer contributes 4% of basic hourly rate for 5 years' service and 2% basic hourly rate for 6 months to 5 years' service as Vacation Pay Credit. Six Paid Holidays: A through F.

PAID HOLIDAYS:

A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; E-Thanksgiving Day; F-Christmas Day

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LABORERS

	Basic Hourly Rates	Basic Hourly Rates	Fringe Benefits Payments			
			H & W	Pensions	Vacation	Education and/or Appr. . .
C&S AREAS		N AREA				
Group 1:	\$7.13	\$8.775	.70	.75		.08
Group 2:	7.26	8.885	.70	.75		.08
Group 3:	7.40	9.025	.70	.75		.08
Group 4:	7.51	9.135	.70	.75		.08
Group 5:	7.68	9.305	.70	.75		.08
Group 6:	8.055	9.68	.70	.75		.08
Group 7:	8.685	10.31	.70	.75		.08
Group 8:	7.875		.70	.75		.08
Group 8A:	8.28		.70	.75		.08
LABORERS (Tunnel and Shaft Work)						
Group 1:	7.375	9.00	.70	.75		.08
Group 2:	7.54	9.165	.70	.75		.08
Group 3:	7.67	9.295	.70	.75		.08
Group 4:	7.80	9.425	.70	.75		.08
Group 4A:	8.03	9.655	.70	.75		.08
Group 5:	8.205	9.83	.70	.75		.08
Group 5A:	8.455	10.08	.70	.75		.08
POWER EQUIPMENT OPERATORS (Except Piledriving and Steel Erection)						
Group 1:	7.77	9.395	.75	.80		.04
Group 2:	8.14	9.765	.75	.80		.04
Group 3:	8.60	10.225	.75	.80		.04
Group 4:	9.13	10.755	.75	.80		.04
Group 5:	9.66	11.285	.75	.80		.04
Group 6:	9.97	11.595	.75	.80		.04
Group 7:	10.30	11.925	.75	.80		.04
Group 7:	10.90	12.525	.75	.80		.04
TRUCK DRIVERS						
Group 1:	7.31	8.935	.70	.75		.04
Group 2:	7.44	9.065	.70	.75		.04
Group 3:	7.66	9.285	.70	.75		.04
Group 4:	8.01	9.635	.70	.75		.04
Group 5:	8.17	9.797	.70	.75		.04
Group 5A:	8.35	9.975	.70	.75		.04
Group 6:	8.49	10.115	.70	.75		.04
Group 7:	8.90	10.525	.70	.75		.04
Group 8:	9.415	11.04	.70	.75		.04
Group 8A:	10.07	11.695	.70	.75		.04
Group 8B:	7.87	9.495	.70	.75		.04
Group 8C:	9.76	11.385	.70	.75		.04

LABORERS

Group 1: All Helpers Not Herein Separately Classified; Cesspool diggers and installers; Chat box man; Checker, tool dispatcher; Concrete dump manbelt, pipe and/or hoseman; Dumpman and/or spotter; Fence builder, guard rail builder highway; Form strippers; Labor, general or construction; Landscape gardener and nurseryman; Packing rod steel and pans; Rip rap stoneman; Astro turf layer

Group 2: Cement Finisher Tender; Concrete curer (impervious membrane); Cutting torch operator; Fine grader (highway, engineering and sewer work only); Kettleman - Tarman; Power type concrete buggy; Laser beam operator

Group 3: Bander; Chucktender (except tunnel); Creosote tieman; Guinea chaser; Powderman helper; Rip-rap stone paver; Sandblaster (pot tender); Spikers and wrenchers

Group 4: Cement Dumpers (Skip-type mixer or handling bulk cement); Chain saw machines (on clearing and grubbing); Concrete vibrating machines; Cribber and shorer (except tunnel); Floor sanders - concrete; Hydraulic jacks, and similar mechanical tools not separately herein classified; Operators and tenders of pneumatic and electric tools; Pipe caulker and/or backup man (pipeline); Pipe wrapper; Pneumatic gopher; Rigger/Signalman (pipeline)

Group 5: Air and Water Wash-Out Nozzleman; Asphalt rakers and ironers; Driller; Grade setter (pipeline); Hand guided trencher and similar operated equipment; Jackhammer and/or pavement breakers; Pipelayers (including but not limited to non-metallic, transite and plastic pipe, water pipe, sewer pipe, drain pipe, underground tile and conduit); Rock slinger; Scaler (using Bos'ns chair or safety belt); Tampers (mechanical-all types); Precast manhole erector

Group 6: Concrete Cutting Torch; Concrete saw (hand guided); Driller (core, diamond, wagon or air track); Drill doctor and/or air tool repairman; Gunman and mixerman (gunite); Sandblaster (nozzleman)

Group 7: Concrete Road Form Setter; Gunite nozzleman or rodman; Drillers, Joy Mustang, PR 143, 2200 Gardner-Denver, Hydrosonic; Powderman; Scaler (drillers); Welders and/or pipelayers installing process piping

Group 8: Mason Tenders

Group 8A: Plaster Tenders

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LABORERS (Cont'd)
(TUNNEL and SHAFT WORKERS)

- Group 1: Bull Gang, Muckers, Trackman; Dumpmen; Concrete crew (includes rodders and spreaders); Grout crew; Swamper (brakeman and switchmen on tunnel work)
- Group 2: Ripper; Chucktender, Cabetender, 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
- Group 4A: Miners - Tunnel (hand or machine)
- Group 5: Diamond Drill
- Group 5A: Shaft and Raise Miner Welder

POWER EQUIPMENT OPERATORS
(Except Piledriving and Steel Erection)

- Group 1: Air compressor operator; Field equipment servicemen helper; Heavy duty repair helper; Heavy duty welder helper; Oiler; Pump operator
- Group 2: Conveyor operator; Generator operator - portable; Power grizzly operator; Self-propelled chip spreading machine - conveyor operator; Watch fireman; Welding machine operator - gasoline and diesel power
- Group 3: Concrete mixer operator - skip type; Dinky operator - (under 20 tons wt.); Driver-moto paver, Slurry seal machine, and similar type equipment; Motor crane driver; Power sweeper operator - self-propelled; Ross carrier or fork lift operator; Skip loader operator - all types with rated capacity 1-1/2 cu. yds. or less; Wheel type tractor operator (Ford, Ferguson, or similar type) with attachments such as Fresno, push blade, post hole auger, mower, etc., excluding compacting equipment
- Group 4: A-Frame boom truck or winch truck operator; Asphalt plant firemen; Elevator hoist operator (including Tuskey hoist or similar types); Grade checker (excluding civil engineer); Multiple power concrete saw operator; Pavement breaker, mechanical compactor operator, power propelled; Roller operator - all types - except as otherwise classified; Scream operator; Self-propelled chip spreading machine operator (including Slurry seal machine operator) Stationary pipewrapping and cleaning machine operator; Tugger operator
- Group 5: Aggregate plant operator (including crushing, screening and sand plants, etc.); Asphalt plant mixer operator; Beltcrete machine; Boring machine operator; Concrete mechanical tamping, spreading or finishing machine (incl. Clary, Johnson, or similar types); Concrete pump operator; Concrete batch plant operator, all types and sizes; Conductor, brakeman, or handler; Drilling machine, including water wells; Elevating grader operator - all types and sizes (except as otherwise classified); Field equipment serviceman; Highline cableway signalman; Kolman belt loader operator or similar, w/belt width 48" or over; Locomotive engineer (incl. Dinky-20 tons wt. and over); Moto-paver and similar type equipment operator; Operating engineer rigger; Pneumatic-tired scraper operator (Turnapull, Euclid, Cat, D-W, Hancock and similar equipment) up to and including 12 cu. yds.; Power jumbo form setter operator; Pressure grout machine operator (as used in heavy engineering construction); Road Oil mixing machine operator; Roller operator-on all types asphalt pavement; Self-propelled compactor, with blade; Skip loader operator-all types with rated capacity over 1-1/2 but less than 4 cu. yds.; Slip form operator (power driven lifting device for concrete forms); Soil cement road mixing machine operator - single pass type; Stationary Central generating plant operator-rated 300 k.w. or more; Surface heater and planer operator; Traveling pipewrapping machine operator
- Group 5-A: Heavy duty mechanic and/or welder; Pneumatic tired scraper, all sizes and types over 12 cu. yds. up to and incl. 45 cu. yds. MRC (Turnapull, Euclid, Cat, D-W, Hancock and similar equipment); Tractor operator (Pusher,

POWER EQUIPMENT OPERATORS (Cont'd)
(Except Piledriving and Steel Erection)

Bulldozer, Scraper) up to 400 net horsepower rating; Trenching machine operator

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

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

TRUCK DRIVERS

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

Group 2: Dump or flatrack (2 or 3 axle); Water truck (under 2500 gals.); Buggymobile (1 c. y. or less); Tireman; Bus drivers, ambulance driver, self-propelled street sweeper; Warehouseman

Group 3: Dump or flatrack (4 axle); Dumptor or dumpster (less than 7 c. y.); Water truck (2500 gals. but less than 4000 gals.)

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

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

Group 5A: Oil tanker or spreader and/or bootman, retortman or leverman

Group 6: Transit mix (over 10.5 c. y. but less than 14 c. y.); 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)

Group 7: Dump or Flatrack (8 axles)

Group 8: Off-Highway Equipment Driver including but not limited to: 2 or 4 wheel power unit, i.e., Cat EW Series, Euclid, International and similar type equipment, transporting material when top loaded or by external means including pulling water tanks, fuel tanks or other applications under Teamster Classifications; Rock trucks (Dart, Euclid, or other similar end dump types) 16 c. v. and over; Ejectalls; Dumptor or dumpster (16 c. y. and over); Dump or flatrack (9 axles)

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

Group 8B: Field Equipment serviceman or fuel truck driver

Group 8C: Heavy duty mechanic/welder helper

NOTICES

SUPERSEDEAS DECISION

STATE: Arizona COUNTY: Maricopa
 DECISION NUMBER: AZ76-5076 DATE: Date of Publication
 Supersedes Decision No. AZ76-5008 dated January 23, 1976, in 41 FR 3577
 DESCRIPTION OF WORK: Residential construction consisting of single family homes and garden type apartments up to and including 4 stories.

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
ASBESTOS WORKERS	\$10.39	.50	\$1.02		.02
BOILERMAKERS	10.85	.65	1.00	.50	.02
BRICKLAYERS; Stonemasons;					
Zone A (0-15 miles from City Hall of Phoenix; Flagstaff & Yuma)	10.05	.65	.90		.06
Zone B (25-40 miles from City Hall of Phoenix; and Williams AFB)	10.55	.65	.90		.06
Zone C (40-70 miles from City Hall of Phoenix)	11.56	.65	.90		.06
Zone D (70-100 miles from City Hall of Phoenix)	12.06	.65	.90		.06
Zone E (100-100 miles from City Hall of Phoenix)	12.56	.65	.90		.06
Zone F (100 miles and over from City Hall of Phoenix)	13.07	.65	.90		.06
CARPENTERS:					
Carpenters; Drywall Applicator	9.085	.845	.955		.05
Finishers; Floorlayers (Finish)	9.37	.845	.955		.05
Millwrights	9.50	.845	.955		.05
CEMENT MASONS:					
(Northern portion)	9.01	.75	1.00		.05
(Southern portion)	9.32	.70	.75		.05
DRYWALL:					
(From Courthouse in Phoenix, Mesa, including Williams AFB and Luke AFB):					
Zone A (0-40 miles)	9.71	.59	.50		.07
Zone B (41-60 miles)	11.21	.59	.50		.07
Zone C (61 miles and over)	11.96	.59	.50		.07
Texture Spraymen:					
Zone A (0-40 miles)	9.81	.59	.50		.07
Zone B (41-60 miles)	11.31	.59	.50		.07
Zone C (61 miles and over)	12.06	.59	.50		.07

DECISION NO. A276-5076

ELECTRICIANS:

Zone A (Beginning at the north-east corner, a line extending southward on Bush Highway to McKellips Road; a line extending east on McKellips Road to a point one mile east of the intersection of State Highway 88 and U. S. 60 and 70 near Apache Junction; southward to Baseline Road; West on Baseline Road to the intersection of Baseline Road and Ellsworth Road; South on Ellsworth Road to Hunt Highway; West on Hunt Highway to Powers Road; a line extending south on Powers Road five miles, then extending straight west to a point five miles west of Interstate 10, then northwest on a line parallel with Interstate 10 to intersect with Pecos Road; West on Pecos Road to intersect with Cotton Lane. North on Cotton Lane to Beloit Road. West on Beloit Road to Airport Road. North on Airport Road in a straight line to intersect Waddell Road. East on Waddell Road to intersect with Cotton Lane. North on Cotton Lane to Deer Valley Drive and east on Deer Valley Drive to intersection with Bush Highway and including Luke and Williams Air Force Bases.)
 Electricians
 Cable Splicers

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
\$11.80	.80	1%+.70		1/2%
12.39	.80	1%+.70		1/2%

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	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
ELECTRICIANS: (Cont'd)					
Zone B (Area outside of Zone A and bounded by a line formed by measuring sixteen (16) road miles from the outer boundaries of an area enclosed by the following boundaries; Power Road on the east from Hunt Highway on the south to one mile south of Pinnacle Peak Road on the north. One mile south of Pinnacle Peak Road to Cotton Lane on the west. Cotton Lane to Pecos Road on the on the south. Pecos Road to Price Road and from Price Road to Hunt Highway on the south. Hunt Highway to Powers Road on the east.)					
Electricians	\$13.87				
Cable Splicers	14.56	.80	1%+.70		3/4%
Zone C (Outside edge of Zone B and extend to the outside limits of the Union's jurisdiction)		.80	1%+.70		3/4%
Electricians	\$14.93	.80	1%+.70		3/4%
Cable Splicers	15.67	.80	1%+.70		3/4%
ELEVATOR CONSTRUCTORS	11.55	.495	.32	3%+a	.02
ELEVATOR CONSTRUCTORS' HELPERS	70%JR	.495	.32	3%+a	.02
(PROB)	50%JR				
GLAZIERS	9.42	.70	.30		.01
IRONWORKERS	10.54	1.03	1.65		.08

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
PAINTERS:					
Zone A (0-40 miles from Court House in Phoenix, Mesa and including Luke and Williams Air Force Bases):					
Brush; Tapers	\$9.09	.59	.38		.05
Spray; Paperhangers	9.34	.59	.38		.05
Zone B (41-60 miles from Court House in Phoenix)					
Brush; Tapers	10.09	.59	.38		.05
Spray; Paperhangers	10.34	.59	.38		.05
Zone C (61 miles and over from Court House in Phoenix)					
Brush; Tapers	11.09	.59	.38		.05
Spray; Paperhangers	11.34	.59	.38		.05
PLASTERERS (Northern 3/4 of Co.):					
Zone A (0-35 miles from Phoenix)					
Zone B (35-60 miles from Phoenix)	9.045	.60	.85		.035
Zone C (60 miles & over from Phoenix)	9.795	.60	.85		.035
PLASTERERS (Southern 1/4 of Co.):					
Zone A (0-30 miles from Tucson)					
Zone B (30-40 miles from Tucson)	8.57	.35	.60		
Zone C (40-50 miles from Tucson)	9.07	.35	.60		
Zone D (50 miles & over from Tucson)	9.32	.35	.60		
PLUMBERS; Steamfitters:					
<u>FREE ZONE 0-15 miles</u>					
The "Free Zone" (Zone I shall be 15 road miles from the stated base points in Flagstaff, Yuma, Tucson and Douglas. The "Free Zone" from Phoenix shall be 15 mile radius from the stated base point. In addition, all areas within the City limits of Phoenix, Chandler, Scottsdale, Tempe, Glendale, Mesa, Kingman, Navasu City, Prescott, Winslow and Holbrook will be included as Free Zones. Any work contracted for outside of these Zones will be determined from the Phoenix and Tucson basing points;					
Plumbers; Steamfitters	11.14	.75	1.35		.10

NOTICES

LABORERS

- Group 1: All Helpers Not Herein Separately Classified; Cesspool diggers and installers; Chat box man; Checker, tool dispatcher; Concrete dump manbelt, pipe and/or hoseman; Dumpman and/or spotter; Fence builder, guard rail builder highway; Form strippers; Labor, general or construction; Landscape gardener and nurseryman; Packing rod steel and pans; Rip rap stoneman; Astro turf layer
- Group 2: Cement Finisher Tender; Concrete curer (impervious membrane); Cutting torch operator; Fine grader (highway, engineering and sewer work only); Kettleman - Tarman; Power type concrete buggy; Laser beam operator
- Group 3: Bander; Chucktender (except tunnel); Creosote tieman; Guinea chaser; Powderman helper; Rip-rap stone paver; Sandblaster (pot tender); Spikers and wrenchers
- Group 4: Cement Dumpers (Skip-type mixer or handling bulk cement); Chain saw machines (on clearing and grubbing); Concrete vibrating machines; Cribber and shorer (except tunnel); Floor sanders - concrete; Hydraulic jacks, and similar mechanical tools not separately herein classified; Operators and tenders of pneumatic and electric tools; Pipe caulker and/or backup man (pipeline); Pipe wrapper; Pneumatic gopher; Rigger/Signalman (pipeline)
- Group 5: Air and Water Wash-Out Nozzleman; Asphalt rakers and ironers; Driller; Grade setter (pipeline); Hand guided trencher and similar operated equipment; Jackhammer and/or pavement breakers; Pipelayers (including but not limited to non-metallic, transite and plastic pipe, water pipe, sewer pipe, drain pipe, underground tile and conduit); Rock slinger; Scaler (using Bos'ns chair or safety belt); Tampers (mechanical-all types); Precast manhole erector
- Group 6: Concrete Cutting Torch; Concrete saw (hand guided); Driller (core, diamond, wagon or air track); Drill doctor and/or air tool repairman; Gunman and mixerman (gunite); Sandblaster (nozzleman)
- Group 7: Concrete Road Form Setter; Gunite nozzleman or rodman; Drillers, Joy Mustang, PR 143, 2200 Gardner-Denver, Hydrasonic; Powderman; Scaler (drillers); Welders and/or pipelayers installing process piping
- Group 8: Mason Tenders
- Group 8A: Plaster Tenders

POWER EQUIPMENT OPERATORS
(Except Pile-driving and Steel Erection)

- Group 1: Air compressor operator; Field equipment servicemen helper; Heavy duty repair helper; Heavy duty welder helper; Oiler; Pump operator
- Group 2: Conveyor operator; Generator operator - portable; Power grizzly operator; Self-propelled chip spreading machine - conveyor operator; Watch fireman; Welding machine operator - gasoline and diesel power
- Group 3: Concrete mixer operator - skip type; Dinky operator - (under 20 tons wt.); Driver-moto paver, Slurry seal machine, and similar type equipment; Motor crane driver; Power sweeper operator - self-propelled; Ross carrier or fork lift operator; Skip loader operator - all types with rated capacity 1-1/2 cu. yds. or less; Wheel type tractor operator (Ford, Ferguson, or similar type) with attachments such as fresno, push blade, post hole auger, mower, etc., excluding compacting equipment
- Group 4: A-Frame boom truck or winch truck operator; Asphalt plant firemen; Elevator hoist operator (including Tuskey hoist or similar types); Grade checker (excluding civil engineer); Multiple power concrete saw operator; Pavement breaker, mechanical compactor operator, power propelled; Roller operator - all types - except as otherwise classified; Screed operator; Self-propelled chip spreading machine operator (including Slurry seal machine operator) Stationary pipewrapping and cleaning machine operator; Tugger operator
- Group 5: Aggregate plant operator (including crushing, screening and sand plants, etc.); Asphalt plant mixer operator; Belterete machine; Spring machine operator; Concrete mechanical tamping, spreading or finishing machine (incl. Clary, Johnson, or similar types); Concrete pump operator; Concrete batch plant operator, all types and sizes; Conductor, brakeman, or handler; Drilling machine, including water wells; Elevating grader operator - all types and sizes (except as otherwise classified); Field equipment serviceman; Highline cableway signalman; Kolman belt loader operator or similar, w/belt width 48" or over; Locomotive engineer (incl. Dinky-20 tons wt. and over); Moto-paver and similar type equipment operator; Operating engineer rigger; Pneumatic-tired scraper operator (Turnapull, Euclid, Cat, D-W, Hancock and similar equipment) up to and including 12 cu. yds.; Power jumbo form setter operator; Pressure grout machine operator (as used in heavy engineering construction); Road Oil mixing machine operator; Roller operator-on all types asphalt pavement; Self-propelled compactor, with blade; Skip loader operator-all types with rated capacity over 1-1/2 but less than 4 cu. yds.; Slip form operator (power driven lifting device for concrete forms); Soil cement road mixing machine operator - single pass type; Stationary Central generating plant operator-rated 300 k.w. or more; Surface heater and planer operator; Traveling pipewrapping machine operator
- Group 5-A: Heavy duty mechanic and/or welder; Pneumatic tired scraper, all sizes and types over 12 cu. yds. up to and incl. 45 cu. yds. MFC (Turnapull, Euclid, Cat, D-W, Hancock and similar equipment); Tractor operator (Pusher,

POWER EQUIPMENT OPERATORS (Cont'd)
(Except Piledriving and Steel Erection)

Bulldozer, Scraper) up to 400 net horsepower rating; Trenching machine operator

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

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

TRUCK DRIVERS

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

Group 2: Dump or flatrack (2 or 3 axle); Water truck (under 2500 gals.); Buggymobile (1 c. y. or less); Tireman; Bus drivers, ambulance driver, self-propelled street sweeper; Warehouseman

Group 3: Dump or flatrack (4 axle); Dumptor or dumpster (less than 7 c. y.); Water truck (2500 gals. but less than 4000 gals.)

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

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

Group 5A: Oil tanker or spreader and/or bootman, retortman or leverman

Group 6: Transit mix (over 10.5 c. y. but less than 14 c. y.); 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)

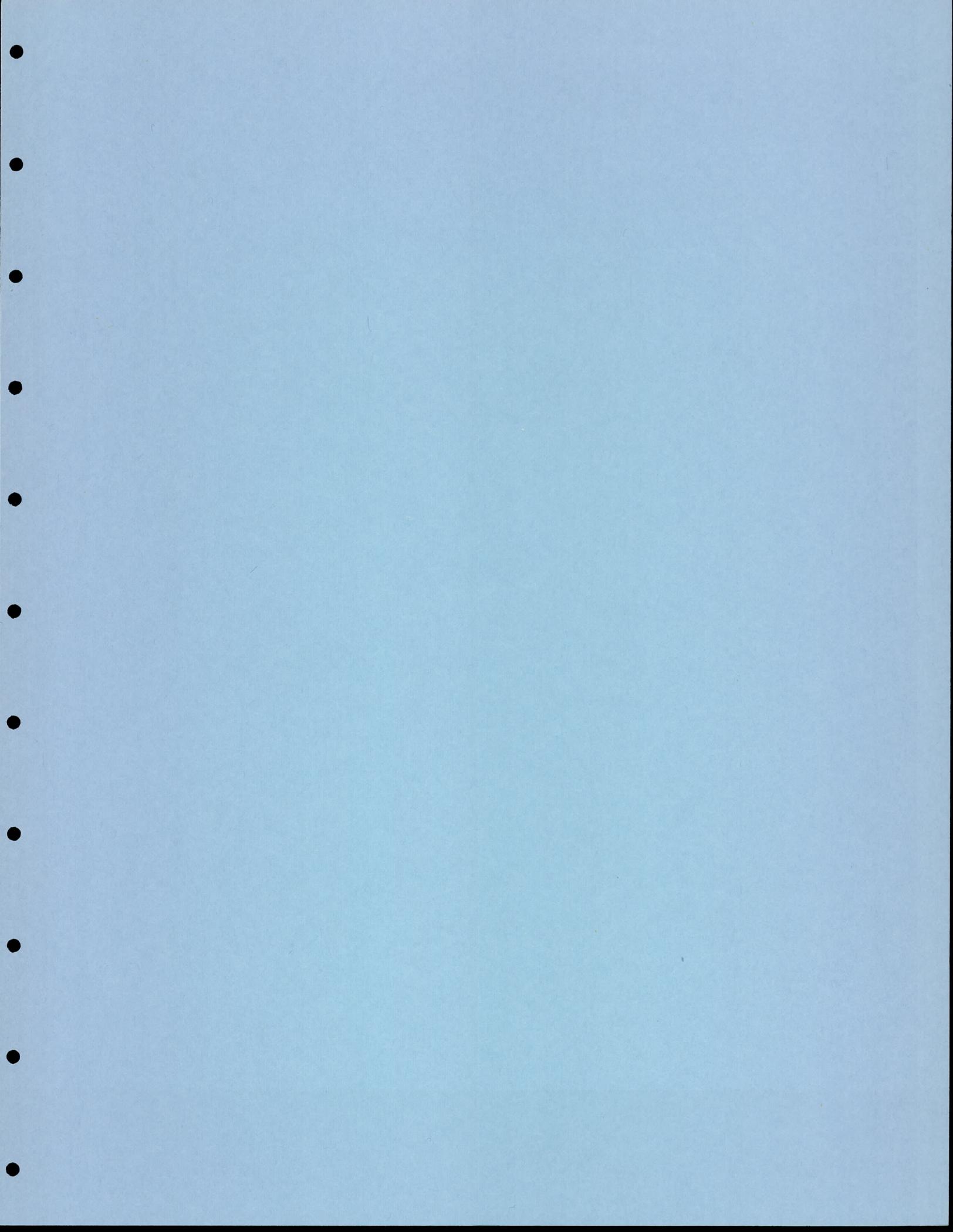
Group 7: Dump or Flatrack (8 axles)

Group 8: Off-Highway Equipment Driver including but not limited to: 2 or 4 wheel power unit, i.e., Cat DW Series, Euclid, International and similar type equipment, transporting material when top loaded or by external means including pulling water tanks, fuel tanks or other applications under Teamster Classifications; Rock trucks (Dart, Euclid, or other similar end dump types) 16 c. y. and over; Ejectalls; Dumptor or dumpster (16 c. y. and over); Dump or flatrack (9 axles)

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

Group 8B: Field Equipment serviceman or fuel truck driver

Group 8C: Heavy duty mechanic/welder helper



GENERAL CONDITIONS

1. Contract and Contract Documents

The project to be constructed pursuant to this contract will be financed with assistance from the Department of Housing and Urban Development and is subject to all applicable Federal laws and regulations.

The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

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2. Definitions

The following terms as used in this contract are respectively defined as follows:

- (a) "Contractor": A person, firm or corporation with whom the contract is made by the Owner.
- (b) "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- (c) "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

3. Additional Instructions and Detail Drawings

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

4. Shop or Setting Drawings

The Contractor shall submit promptly to the Architect/Engineer two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/Engineer with two corrected copies. If requested by the Architect/Engineer the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

5. Materials, Services, and Facilities

- (a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
- (b) Any work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

6. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used in the work, free from all liens, claims or encumbrances.

7. Inspection and Testing of Materials

- (a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the contract.
- (b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

8. "Or Equal" Clause

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the contractor without the Architect/Engineer's written approval.

9. Patents

- (a) The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.
- (b) License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.
- (c) If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

10. Surveys, Permits, and Regulations

Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work.

The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of his contract.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

11. Contractor's Obligations

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as

herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract and all supplemental plans and drawings, and in accordance with the directions of the Architect/Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Architect/Engineer and the Owner.

12. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

13. Protection of Work and Property--Emergency

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer, in a diligent manner. He shall notify the Architect/Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer for approval.

Where the Contractor has not taken action but has notified the Architect/Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Architect/Engineer.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 17 of the General Conditions.

14. Inspection

The authorized representatives and agents of the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

15. Reports, Records, and Data

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

16. Superintendence by Contractor

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

17. Changes in Work

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- (a) Unit bid prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost of:
 1. Labor, including foremen;
 2. Materials entering permanently into the work;
 3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 4. Power and consumable supplies for the operation of power equipment;
 5. Insurance;
 6. Social Security and old age and unemployment contributions.To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

18. Extras

Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or its Architect/Engineer, acting officially for the Owner, and the price is stated in such order.

19. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed."

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is

allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority or allocation order duly issued by the Government;
- (b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- (c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article:

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

20. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.

21. Subsurface Conditions Found Different

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of the General Conditions.

22. Claims for Extra Cost

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

23. Right of the Owner to Terminate Contract

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for

such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefor.

24. Construction Schedule and Periodic Estimates

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

25. Payments to Contractor

- (a) Not later than the 15th day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract; Provided, that the Contractor shall submit his estimate not later than the first day of the month; Provided, further, that the Owner at any time after fifty percent (50%) of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payments in full; Provided, further, that on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made in full, including retained percentages thereon, less authorized deductions.
- (b) In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.
- (c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- (d) Owner's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this

contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

26. Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond.

27. Payments by Contractor

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

28. Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

- (a) Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
- (b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.
- (c) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplemental General Conditions specified in subparagraph (b) hereof or, (2) insure the activities of his policy, specified in subparagraph (b) hereof.
- (d) Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under

this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in the Supplemental General Conditions.

- (e) Builder's Risk Insurance (Fire and Extended Coverage): Until the project is completed and accepted by the Owner, the Owner, or Contractor (at the Owner's option as indicated in the Supplemental General Conditions, Form HUD-4238-N) is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from his obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.
- (f) Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner."

29. Contract Security

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

30. Additional or Substitute Bond

If at any time the Owner for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

31. Assignments

The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this contract.

32. Mutual Responsibility of Contractors

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

33. Separate Contract

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Architect/Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

34. Subcontracting

- (a) The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- (b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
- (c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- (e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

35. Architect/Engineer's Authority

The Architect/Engineer shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Architect/Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Architect/Engineer.

36. Stated Allowances

The Contractor shall include in his proposal the cash allowances stated in the Supplemental General Conditions. The Contractor shall purchase the "Allowed Materials" as directed by the Owner on the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

37. Use of Premises and Removal of Debris

The Contract expressly undertakes at his own expense:

- (a) to take every precaution against injuries to persons or damage to property;
- (b) to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- (c) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- (d) to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- (e) before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
- (f) to effect all cutting, fitting or patching of his work required to make the same conform to the plans and specifications and, except with the consent of the Architect/Engineer, not to cut or otherwise alter the work of any other Contractor.

38. Quantities of Estimate

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

39. Lands and Rights-of-Way

Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this contract.

40. General Guaranty

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

41. Conflicting Conditions

Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

42. Notice and Service Thereof

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

43. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

44. Protection of Lives and Health

In order to protect the lives and health of his employees under the contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. He alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

45. Subcontracts

The Contractor will insert in any subcontracts the sections 52 through 56 contained herein and such other clauses as the Department of Housing and Urban Development may, by instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

46. Equal Employment Opportunity

During the performance of this contract the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction.

contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

47. Interest of Member of or Delegate to Congress

No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

48. Other Prohibited Interests

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

49. Use and Occupancy Prior to Acceptance by Owner

The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:

- (a) Secures written consent of the Contractor except in the event, in the opinion of the Architect/Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.
- (b) Secures endorsement from the insurance-carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction, or,
- (c) When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

50. Photographs of the Project

If required by the Owner, the Contractor shall furnish photographs of the project, in the quantities and as described in the Supplemental General Conditions.

51. Suspension of Work

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control

of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

52. Minimum Wages

- (a) The Contractor shall post at appropriate conspicuous points at the site of the project a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.
- (b) All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv). Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.
- (c) The Department of Housing and Urban Development shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination, and a report of the action taken shall be sent by the Department of Housing and Urban Development to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Department of Housing and Urban Development shall be referred to the Secretary for final determination.
- (d) The Department of Housing and Urban Development shall require, whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Department of Housing and Urban Development, shall be referred to the Secretary of Labor for determination.
- (e) The Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, or any bona fide fringe benefits not expressly listed in Section 1(b)(2) of the Davis-Bacon Act or otherwise not listed in the wage determination decision of the Secretary of Labor which is included in this contract, only when the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. Whenever practicable, the Contractor should request the Secretary of Labor to make such findings before the making of the contract. In the case of unfunded plans and programs, 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.
- (f) The specified wage rates are minimum rates only, and the owner will not consider any claims for additional compensation made by the Contractor because of payment by the Contractor of any wage rate in excess of the applicable rate contained in this contract. All disputes in regard to the payment of wages in excess of those specified in this contract shall be adjusted by the Contractor.
- (g) If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract: Provided however, the Secretary of Labor has found upon the written

request of the Contractor that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

53. Withholding of Payments

The Department of Housing and Urban Development may withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic employed or working on the site of the work, all or part of the wages required by the contract, the Department of Housing and Urban Development may, after written notice to the Contractor 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.

54. Payrolls and Basic Records

- (a) Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- (b) The Contractor will submit weekly a copy of all payrolls to the Owner, for transmission to the Department of Housing and Urban Development. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The Prime Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The Contractor shall make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the Department of Housing and Urban Development and the Department of Labor, and shall permit such representatives to interview employees during working hours on the job.

55. Apprentices

Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, United States Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish to the Department of Housing and Urban Development written

evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction, prior to using any apprentices on the contract work.

56. Compliance With Copeland Anti-Kickback Act and Regulations

The Contractor shall comply with the Copeland Anti-Kickback Act and Regulations of the Secretary of Labor (29 CFR, Part 3) which are herein incorporated by reference.

57. Overtime

- (a) No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.
- (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph (1), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1).
- (c) Withholding for unpaid wages and liquidated damages. The Department of Housing and Urban Development may withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2).
- (d) Subcontracts. The Contractor shall insert in any subcontracts and clauses set forth in subparagraphs (a), (b), and (c) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

58. Signs

The General Contractor shall erect a sign at the project site identifying the project and indicating that the Government is participating in the development of the project. The project sign shall be substantially in accordance with instructions provided by the Regional Office of the Department of Housing and Urban Development, made from 3/4 inch plywood, placed in a prominent location, and maintained in good condition until completion of the project.

59. Employment Practices

The Contractor (1) shall, to the greatest extent practicable, follow hiring and employment practices for work on the project which will provide new job opportunities for the unemployed and underemployed, and (2) shall insert or cause to be inserted the same provision in each construction subcontract.

60. Contract Termination; Debarment

A breach of Sections 45 and 52 through 56 may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

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SUPPLEMENTAL GENERAL CONDITIONS

1. Enumeration of Plans, Specifications and Addenda
2. Stated Allowances
3. Special Hazards
4. Public Liability and Property Damage Insurance
5. Photographs of Project
6. Schedule of Minimum Hourly Wage Rates
7. Builder's Risk Insurance

1. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA.

Following are the Plans, Specifications and Addenda which form a part of this contract, as set forth in Paragraph 1 of the General Conditions, "Contract and Contract Documents":

DRAWINGS: (AS LISTED IN THE "LIST OF DRAWINGS")

General Construction:	Nos. _____
Heating and Ventilating:	" _____
Plumbing:	" _____
Electrical:	" _____
_____	" _____
_____	" _____

SPECIFICATIONS: (AS LISTED IN THE "TABLE OF CONTENTS")

General Construction:	Page _____ to _____, incl.
Heating and Ventilating:	" _____ to _____, incl.
Plumbing:	" _____ to _____, incl.
Electrical:	" _____ to _____, incl.
_____	" _____ to _____, incl.
_____	" _____ to _____, incl.

ADDENDA:

No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____

2. STATED ALLOWANCES (NOT APPLICABLE)

Pursuant to paragraph 36 of the General Conditions, the contractor shall include the following cash allowances in his proposal:

- (a) For _____ (Page _____ of Specifications) \$ _____
- (b) For _____ (Page _____ of Specifications) \$ _____
- (c) For _____ (Page _____ of Specifications) \$ _____
- (d) For _____ (Page _____ of Specifications) \$ _____
- (e) For _____ (Page _____ of Specifications) \$ _____
- (f) For _____ (Page _____ of Specifications) \$ _____

3. SPECIAL HAZARDS

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:

NOT APPLICABLE

** 4. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE

As required under paragraph 28 of the General Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$ 500,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$ 1,000,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$ 500,000 aggregate.

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

5. PHOTOGRAPHS OF PROJECT

As provided in paragraph 50 of the General Conditions, the Contractor will furnish photographs in the number, type, and stage as enumerated below:

NONE REQUIRED

6. SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY WAGE RATES AS REQUIRED UNDER PARAGRAPH 52 OF THE GENERAL CONDITIONS

AS BOUND HEREIN

7. BUILDER'S RISK INSURANCE

As provided in the General Conditions, paragraph 28(e), the Contractor ~~will~~ will not* maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor, and all subcontractors, as their interests may appear.

** The CITY OF SCOTTSDALE shall be named as CO-INSURED in all insurance policies required under the General Conditions.

*Strike out one.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

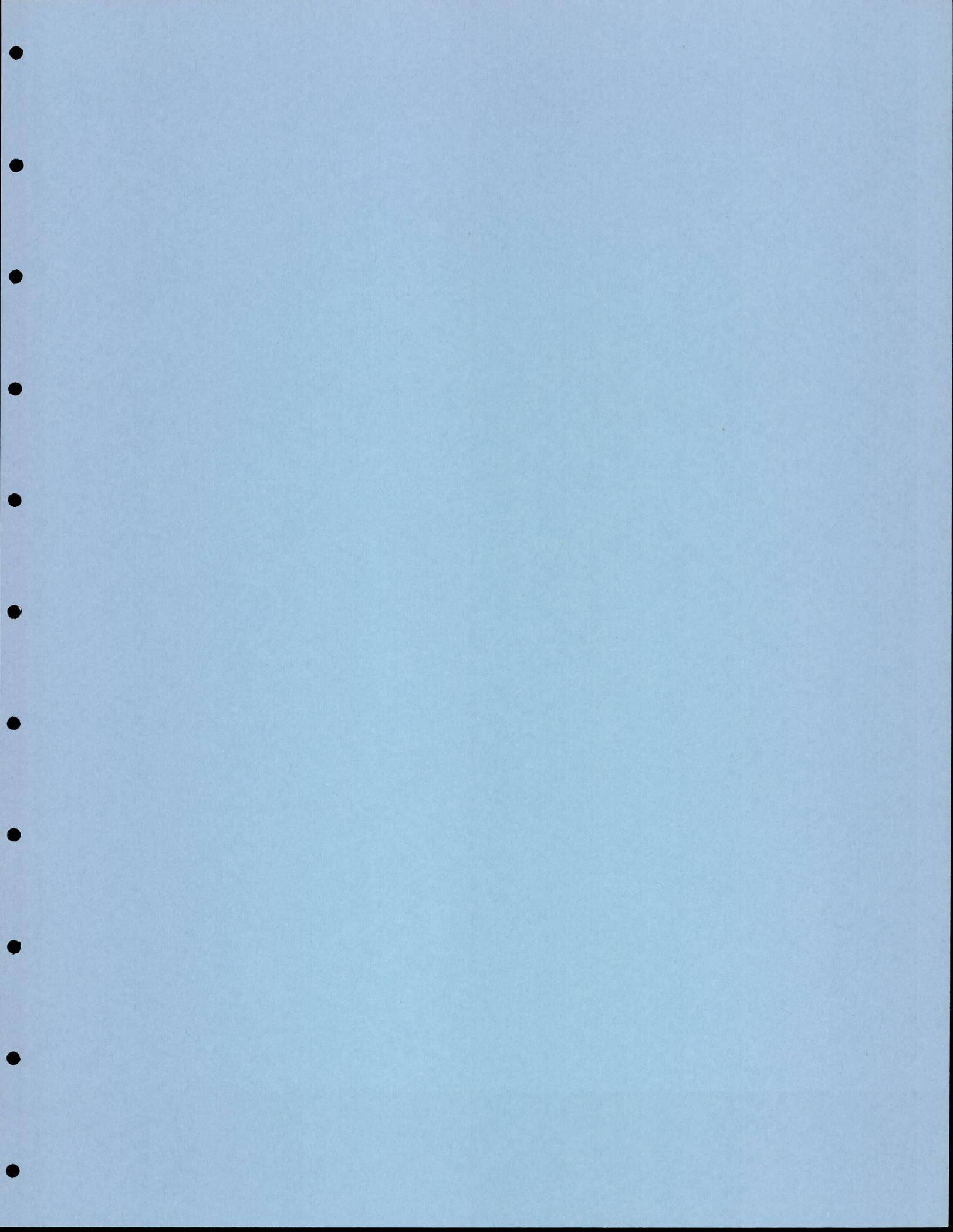
WATER AND SEWER FACILITIES GRANT PROGRAM

PROJECT SIGNS

Section 58 of the *General Conditions*, Form HUD-4238-S, provides that:

"The general contractor shall erect a sign at the project site identifying the project and indicating that the Government is participating in the development of the project."

The project sign shall be substantially in accordance with the drawing printed on the reverse of this sheet, and shall be made from 3/4 inch plywood, placed in a prominent location, and maintained in good condition until completion of the project.



SECTION 4 SPECIAL PROVISIONS

1.0 FILL CONSTRUCTION

Material used in fill construction called for on the plans shall be obtained from an acceptable borrow site. The contractor shall submit detailed soils data to the owner on borrow characteristics i.e., P.I. gradation, bearing capacity prior to construction for review and approval. The owner may alter the compaction requirements of MAG Standard Specification Section 211 depending on the acceptability of borrow characteristics for use in fill construction.

2.0 TRAFFIC SIGNAL EQUIPMENT

2.1 General The contractors shall install a complete operating traffic signal control system as called for on the plans.

All material and equipment must conform to the latest Arizona Department of Transportation ADOT Specifications and Standard Drawings for Traffic Signals (T.S.) and Highway Lighting except as noted.

2.2 Controllers Type II B Controllers (ADOT Spec. Section 2.21-C) shall utilize modular construction with individual power supply module, phase sequence module, and phase timing modules easily removable from the front of face of the controller housing without the use of tools. Phase timing modules shall utilize easily readable and adjustable thumbwheel switches for the setting of all timing intervals. Manufacturers specifications and shop drawing shall be submitted to the owner for approval by the contractor prior to construction.

2.3 Poles (ADOT Spec. Section 2.03). The requirement for galvanized shafts is deleted. All poles shall be prime coated. The poles and mast arms shall be painted with two coats of white paint per ADOT Spec. Section 5.03. One coat of white paint is to be applied prior to the erection of the pole. The second coat of white paint is to be applied after the erection of the pole.

2.4 Optical Unit Reflectors Gen. Spec. 2.05 (b) to apply except reflectors to be Alzak type material.

2.5 MATERIALS LISTING & APPLICABLE ADOT SPECIFICATIONS

The traffic signal system and components shall consist of, but may not be necessarily limited to, the following list of materials.

MATERIAL LISTING - TRAFFIC SIGNALS

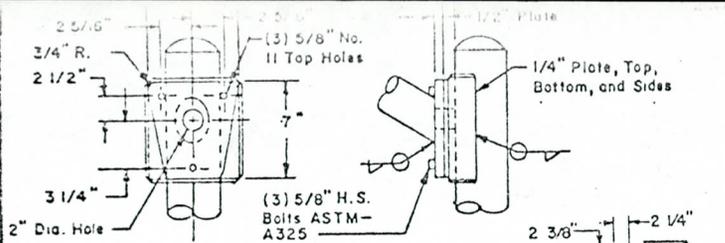
ITEM	QUANTITY	ITEM DESCRIPTION
1.	8 ea.	Type A, 10', signal pole, T.S. 4-1
2.	1 ea.	Type F, signal pole with 20' and 10' mast arms, T.S. 4-6
3.	2 ea.	Type S signal pole with 25' and 15' mast arms, (see attached special detail) foundation steel wire cage to be included
4.	4 ea.	Type II-F, 12 in., 3 section signal with bronze elevator plumbizer, full circle visors and back plates T.S. 9-1
5.	8 ea.	Type IV-C, 8 in., 3 section signal with post top mounted bronze terminal compartment, full circle visors and back plates, T.S. 9-2
6.	4 ea.	Type V-C, 8 in., 3 section signal with side mounted bronze terminal compartment, full circle visors and back plates T.S. 9-3
7.	8 ea.	Type V - 1 (W-DW), one way, neon grid, pedestrian walk-don't walk signal with side mounted bronze terminal compartment, T.S. 9-3
8.	6 ea.	8 in. pedestrian pushbutton, T.S. 11-1
9.	2 ea.	Pedestrian instruction sign, R 10-14 (R), T.S. 11-2
10.	2 ea.	Pedestrian instruction sign, R 10-14 (L), T.S. 11-2
11.	2 ea.	Pedestrian instruction sign, R 10-14 (B), T.S. 11-2
12.	4 ea.	No. 3½ pull box, T.S. 1-1 (cover lettering to read
13.	4 ea.	No. 7 pull box, T.S. 1-4 ("Traffic Signals")
14.	520 L.F.	2½ in. PVC conduit, gen. spec. 4.03
15.	11 ea.	2½ in. PVC expansion joint
16.	41 ea.	2½ in. PVC couplings.
17.	16 ea.	2½ in. PVC. 90 degree elbow
18.	20 L.F.	2 in. PVC conduit, gen. spec. 4.03
19.	2	2 in. PVC expansion joint

MATERIAL LISTING - TRAFFIC SIGNALS

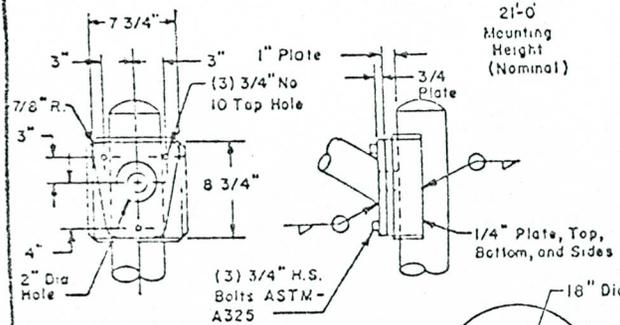
ITEM	QUANTITY	ITEM DESCRIPTION
20.	2	2 in. PVC coupling
21.	4	2 in. PVC 90 degree elbow
22.	20 L.F.	2 in. steel conduit, gen. spec. 4.03
23.	3 ea.	2 in. steel 90 degree elbow
24.	4 ea.	2 in. threaded steel coupling
25.	220 L.F.	1½ in. PVC conduit, gen. spec. 4.03
26.	5 ea.	1½ in. PVC expansion joint
27.	17 ea.	1½ in. PVC coupling
28.	26 ea.	1½ in. PVC 90 degree elbow
29.	500 L.F.	#14 ga. 2 conductor, shielded, twin pair
30.	2000 L.F.	#14 ga. solid single conductor UF copper wire (red or black)
31.	1500 L.F.	#12 ga. THW solid copper wire (black)
32.	3000 L.F.	#12 ga. THW solid copper wire (red)
33.	1500 L.F.	#12 ga. THW solid copper wire (yellow)
34.	3000 L.F.	#12 ga. THW solid copper wire (green)
35.	7000 L.F.	#12 ga. THW solid copper wire (brown)
36.	500 L.F.	#12 ga. THW solid copper wire (orange)
37.	2000 L.F.	#12 ga. THW solid copper wire (white)
38.	1000 L.F.	#10 ga. bare bond solid copper wire
39.	1000 L.F.	# 8 ga. THW solid copper wire (black)
40.	500 L.F.	# 8 ga. THW solid copper wire (white)
41.	1 ea.	circuit breaker box, and breakers
42.	1 ea.	meter body, Milbank series 400, 200A, 600 Vac.
43.	1 ea.	service panel (special detail)
44.	4 ea.	400 watt, mercury vapor luminaire with internal ballast and photo cell for 110 V operation
45.	1 ea.	Type II B, two phase traffic signal controller, gen. spec. 2.21 (C) (see special stipulations)
46.	1 ea.	Type II control cabinet, T.S. 3-8

MATERIAL LISTING - TRAFFIC SIGNALS

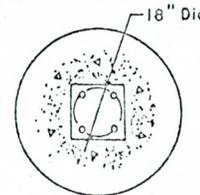
ITEM	QUANTITY	ITEM DESCRIPTION
47.	1 ea.	Type I pedestal, T.S. 3-6
48.	1 ea.	conflicting green monitor, gen. spec. 2.24 (a)
49.	1 ea.	Solid state flasher, two circuit, 20 A with sub- base gen. spec. 2.24 (C)
50.	4 ea.	Solid state signal control load switch with sub- base, gen. spec. 2.24 (d) - NEMA Spec. A: triple signal load switch
51.	2 ea.	Solid state vehicle loop detector with connecting cable, gen. spec. 2.13
52.	1 ea.	Multi-use power and signal pole-provided by APS with 20' and 10' mast arms



DETAIL "A"
(For 6' thru 15' Luminaire Mast Arms Only)

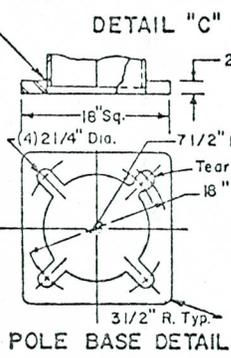
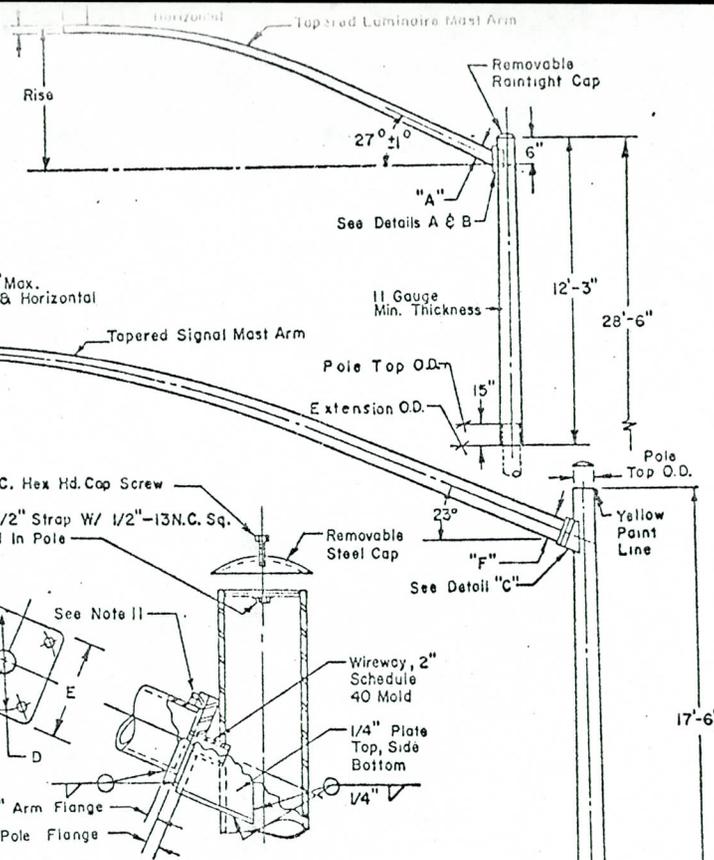


DETAIL "B"
(For 18' & 20' Luminaire Mast Arm Only)



FOUNDATION PLAN

	MAST ARM INFORMATION										POLE
	Nom M.A. Length	Lum. M.A. Rise	M.A. Gauge	"A" Min. 11 Ga.	"A" Min. 10 Ga.	B	C	D	E	F Min.	
LUMINAIRE	5'	2'-0"	11or10	3 1/4"	3 3/8"						
	8'	2'-6"	11or10	3 1/2"	3 5/8"						
	10'	3'-4"	11or10	3 13/16"	3 7/8"						
	12'	4'-3"	11or10	4 1/16"	4 5/16"						
	15'	4'-9"	11or10	4 1/4"	4 3/4"						
	18'	5'-9"	11or10	5 3/4"	5 3/16"						
SIGNAL	25'		7			1 1/4"	1"	11"	10 1/2"	7"	10 3/4"
	30'		7			1 1/4"	1"	11"	10 1/2"	8"	10 3/4"
	35'		3			1 1/2"	1 1/4"	13"	13"	8 11/16"	12"
	40'		3			1 1/2"	1 1/4"	13"	13"	9 3/8"	12"



POLE BASE DETAIL

- All materials and construction shall conform to the requirements of the General Specifications.
- The pole shall be tapered steel 3 gauge.
- The mast arms shall be tapered steel. See table for diameter and gauge.
- Pole and mast arms shall have a protective finish as given in the General Specifications.
- Anchor bolts shall be 2" x 90" x 6" with two hex nuts and two flat washers per bolt.
- Block out for leveling nuts.
- Anchor bolts shall project 4 1/2" above the foundation.
- Conduit shall project a minimum of 2" above the foundation. Maximum projection shall be 4".
- The foundation hole shall be augered and class "D" concrete poured against undisturbed compact earth.
- Unstable soil may require deeper foundation.
- The 25' & 30' signal mast arms require four 1"-8 H.S. bolts. The 35' & 40' signal mast arms require four 1 1/4"-7 H.S. bolts.

POLE DESIGNATION

POLE T.S.	4-12	SIGNAL M.A.	LUM. DETAIL
-1		25'-30'	"A"
-2		25'-30'	"B"
-3		35'-40'	"A"
-4		35'-40'	"B"

ARIZONA HIGHWAY DEPARTMENT
TRAFFIC OPERATIONS DIVISION

TYPE "S" POLE & MAST ARM

DRAWN	DS 4-73
PERMITTED	<i>[Signature]</i>
APPROVED	<i>[Signature]</i>
TRAFFIC ENGINEER	T.S. 4-12