Reference
DACW09-75-B-0002

SPECIFICATIONS

for

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

PLANTING AND SEEDING

at

DREAMY DRAW DAM

PHOENIX, ARIZONA

Gila River Basin, Arizona and New Mexico

Appropriation: 96x3122 Construction General
Corps of Engineers, Civil

Authority: Public Law 92-134

U S Army Engineer District
Los Angeles
Corps of Engineers

A203.502

STANDARD FORM 20
JANUARY 1961 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.401

INVITATION FOR BIDS
(CONSTRUCTION CONTRACT)

REFERENCE: DACW09-75-B-0002

DATE: 23 July 1974

NAME AND LOCATION OF PROJECT

PLANTING AND SEEDING
AT DREAMY DRAW DAM
PHOENIX, ARIZONA

DEPARTMENT OR AGENCY

DEPARTMENT OF THE ARMY

BY (Issuing office)

U. S. ARMY ENGINEER DISTRICT, LOS ANGELES

Sealed bids in duplicate for the work described herein will be received until 1 p.m. local time at the place of bid opening, 20 August 1974,

at 300 North Los Angeles Street, Los Angeles, California,

and at that time publicly opened.

Information regarding bidding material, bid guarantee, and bonds

BID BONDS. Each bidder shall submit with his bid a Bid Bond (Standard Form 24) with good and sufficient surety or sureties acceptable to the Government, or other security as provided in paragraph 4 of Instructions to Bidders (Standard Form 22) in the form of 20% of the bid price or $3,000,000, whichever is lesser. The bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents.

PERFORMANCE AND PAYMENT BONDS. Within 5 days after the prescribed forms are presented to the bidder to whom award is made for signature, a written contract on the form prescribed by the specifications shall be executed and two bonds, each with good and sufficient surety or sureties acceptable to the Government, furnished; namely a performance bond (Standard Form 25) and a payment bond (Standard Form 25-A). The penal sums of such bonds will be as follows:

(a) Performance Bond. The penal sum of the performance bond shall equal 100% of the contract price.

(b) Payment Bond.

(1) When the contract price is $1,000,000 or less, the penal sum will be 50% of the contract price

(2) When the contract price is in excess of $1,000,000, but not more than $5,000,000 the penal sum shall be 40% of the contract price.

(3) When the contract price is more than $5,000,000, the penal sum shall be $2,500,000.

Any bonds furnished will be furnished by the Contractor to the Government prior to commencement of contract performance.

Description of work

The work consists of seeding, planting, and appurtenant work.

☆ U.S. GOVERNMENT PRINTING OFFICE: 1960—O-572728

READ THE FOLLOWING IN CONJUNCTION WITH INSTRUCTIONS TO BIDDERS (U. S. STANDARD FORM 22).

1. PLANT AND EQUIPMENT. Each bidder shall, upon request of the Contracting Officer, furnish a list of the plant available to the bidder and proposed for use on the work. 10/11/65

2. MODIFICATIONS PRIOR TO DATE SET FOR OPENING BIDS. The right is reserved, as the interest of the Government may require, to revise or amend the specifications and/or drawings prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Invitation for Bids. Copies of such amendments as may be issued will be furnished to all prospective bidders. If the revisions and amendments are of a nature which requires material changes in quantities or prices bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the District Engineer will enable bidders to revise their bids. In such cases, the amendment will include an announcement of the new date for opening bids. 3/22/65

3. SERVICING AND MAINTENANCE. Each bidder shall, upon request of the Contracting Officer, furnish evidence that there is an efficient service organization which regularly carries a stock of repair parts for the proposed equipment to be furnished and installed in the work by the Contractor and that the organization is conveniently located for prompt service.

4. BIDDERS are required to acknowledge receipt of all amendments to this Invitation on the Bid Form (Standard Form 21) in the space provided, or by separate letter or telegram prior to opening of Bids. Failure to acknowledge all amendments may cause the rejection of the bid. 1/13/65

5. NOTICE REGARDING BUY AMERICAN ACT (1970 SEP). The Buy American Act (41 U.S.C. 10a-10d) generally requires that only domestic construction material be used in the performance of this contract. Exception from the Buy American Act shall be permitted only in the case of nonavailability of domestic construction materials. A bid or proposal offering nondomestic construction material will not be accepted unless specifically approved by the Government. When a bidder or offeror proposes to furnish nondomestic construction material, his bid or proposal must set forth an itemization of the quantity, unit price, and intended use of each item of such nondomestic construction material. When offering nondomestic construction material pursuant to this paragraph, bids or proposals may also offer, at stated prices, any available comparable domestic construction material, so as to avoid the possibility that failure of a nondomestic construction material to be acceptable under this paragraph will cause rejection of the entire bid. 12/1/70

6. APPLICABLE PUBLICATIONS listed in various sections of the Technical Provisions of the contract specification will not be furnished with this Invitation for Bids but are available for inspection in the U. S. Army Engineer District, Los Angeles, 300 North Los Angeles Street, Los Angeles, California. 10/11/65

6.1 Federal and Military Specifications. Unclassified Federal and Military Specifications and Standards required for bidding purposes may be obtained without charge by submitting request on DD Form 1425 (Specifications and Standards Requisition) to: COMMANDING OFFICER, U. S. Naval Publications and Forms Center, 5801 Tabor Avenue, Philadelphia, Pennsylvania 19120. DD Form 1425 shall be completed to indicate the specification title, number, date, and any applicable amendment thereto by number and date. An initial request, where the prospective Contractor does not have DD Form 1425 may be submitted in letter form giving the same information as listed above and the IFB or contract number involved. Such requests may also be made to the activity by telegram or telephone (Area code 215-697-3321) in case of urgency. 3/17/72

6.2 Commercial Specifications and Standards. These specifications and standards are not available from Government sources. They may be obtained from the publishers. 3/9/66

6.3 Corps of Engineers Manual EM 385-1-1, dated 1 March 1967, entitled: "General Safety Requirements," as amended, may be obtained from the Safety Office, Room 6106, 300 North Los Angeles Street, Los Angeles, California. 2/3/69

7. In addition to the immediate site of construction, the Department of Labor has stated that the Davis-Bacon Act applies to Contractor's operations connected with temporary facilities located off the immediate site of construction such as batch plants, sand pits, rock quarries and similar operations which have been set up exclusively to furnish materials for the contract. Therefore, employees related to these temporary facilities are considered on-site employees, and the Contractor shall maintain complete records as set out in the Labor Standards Provisions of the contract. 4/15/71

8. The Government further reserves the right to make award of any or all schedules of any bid, unless the bidder qualifies such bid by specific limitations; also to make award to the bidder whose aggregate bid on any combination of bid schedules is low. For the purpose of this Invitation for Bids, the word "item" as used in paragraph 10(c) of Standard Form 22, shall be considered to mean "schedule."

Read the following in conjunction with instructions to bidders (U.S. Standard Form 22.)

9. DRAWINGS. Set of drawings, half-size, and of specifications will be furnished upon receipt of payment of $1.00 per set. If individual plan sheets are requested, they will be furnished at the rate of $0.10 for half-size, for each sheet requested, but with a minimum charge of $1.00. The maximum charge shall not exceed the charge for a full set of plans. No refund of the payment for drawings will be made and the drawings need not be returned to the District Engineer. Additional copies of the specifications alone will be furnished an applicant at the rate of $1.00 per copy. Payments will be made by cash, check or money order and delivered to the U. S. Army Engineer District, Los Angeles, 300 North Los Angeles Street, Los Angeles, California. Checks and money orders should be made payable to "Treasurer of the United States."

10. HAND CARRIED BIDS. Hand carried bids shall be deposited in Room 6202, 300 North Los Angeles Street, Los Angeles, California, prior to the time and date set for opening of bids or bids may be delivered to Room 6048 immediately prior to bid opening time.

11. TELEGRAPHIC MODIFICATIONS TO BIDS should be addressed to:

U. S. Army Engineer District, Los Angeles
CENTRAL MAIL ROOM - ROOM NO. 6532
300 North Los Angeles Street
Los Angeles, California 90053

12. NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

13. NOTE THE CERTIFICATION OF NONSEGREGATED FACILITIES IN THIS SOLICITATION. Bidders offerors and applicants are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure of a bidder or offeror to agree to the certification will render his bid or offer nonresponsive to the terms of solicitations involving awards of contracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause. (1969 JAN)

14. ADDITIONAL INFORMATION pertaining to these plans and specifications may be obtained by writing or calling (collect calls not accepted) U. S. Army Engineer District, Los Angeles, Attn: Mr. R. S. Perkins or Mr. R. N. Hewitt, P. O. Box 2711, Los Angeles, California 90053. Telephone 213 688-5493.

15. NOTICE OF TOTAL SMALL BUSINESS SET–ASIDE. (1972 JUL)

15.1 Restriction. Offers under this procurement are solicited from small business concerns only and this procurement is to be awarded only to one or more small business concerns. This action is based on a determination by the Contracting Officer, alone or in conjunction with a representative of the Small Business Administration that it is in the interest of maintaining or mobilizing the Nation's full productive capacity, in the interest of war or national defense programs, or in the interest of assuring that a fair proportion of Government procurement is placed with small business concerns. Offers received from firms which are not small business concerns shall be considered nonresponsive and shall be rejected.

15.2 Definition. A "Small Business Concern" is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is offering on Government contracts, and can further qualify under the criteria set forth in regulations of the Small Business Administration (Code of Federal Regulations, Title 13, Section 121.3-8). For the purpose of this Invitation for Bids, in order to qualify as a "Small Business Concern" the average annual receipts of the concern and its affiliates for its preceding three fiscal years must not exceed $7,500,000, except that if the concern has 50 percent or more of its annual sales or receipts attributable to business activity within Alaska, such average annual receipts must not exceed $9,375,000.

16. GROUND FAULT CIRCUIT PROTECTION for personnel on all 15– and 20– ampere receptacle outlets on single phase electrical circuits for construction sites will be required in accordance with the National Electrical Code, section 210-7.

* * * * *

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

The Bidder's attention is called to the "*EQUAL OPPORTUNITY*" and "*LOCAL AFFIRMATIVE ACTION* PLAN" clauses of the contract.

The acceptable ranges of minority manpower utilization, expressed in percentage terms, are as follows:

BIDDER'S MINORITY MANPOWER UTILIZATION GOALS
(Percentage of Total Manhours)

TRADE		
All Construction Trades to be used in the performance of the contract	Until 11/30/71	5.0% - 10.0%
	From 12/1/71 Until 11/30/72	10.0% - 15.0%
	From 12/1/72 Until 11/30/73	15.0% - 20.0%
	From 12/1/73 Until 11/30/74	20.0% - 25.0%
	From 12/1/74 Until 11/30/75	25.0% - 30.0%

The Bidder shall, within 5 days after a request therefor by the Contracting Officer or his duly authorized representative, submit the following information:

(a) *A list of the construction trades he intends to use, either directly or through subcontractors at any tier,* in the performance of the work covered by this solicitation; and

(b) A list of all current construction work or contracts to which he is a party in any capacity in the covered area.

As used in this NOTICE and the contract to result from this solicitation:

(a) "the covered area" means the area of jurisdiction of the Tucson and Phoenix Building and Construction Trades Council.

(b) "Director, OFCC" means the Director, Office of Federal Contract Compliance, United States Department of Labor, or any person to whom he delegates authority; and

(c) "minority" means Negro, Spanish-surnamed American, Oriental, and American Indian, and includes both men and women.

(Arizona Plan)
(9 Mar 73)

STANDARD FORM 22
OCTOBER 1969 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) -16.401

INSTRUCTIONS TO BIDDERS

(CONSTRUCTION CONTRACT)

1. Explanations to Bidders. Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Any interpretation made will be in the form of an amendment of the invitation for bids, drawings, specifications, etc., and will be furnished to all prospective bidders. Its receipt by the bidder must be acknowledged in the space provided on the Bid Form (Standard Form 21) or by letter or telegram received before the time set for opening of bids. Oral explanations or instructions given before the award of the contract will not be binding.

2. Conditions Affecting the Work. Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Government will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the invitation for bids, the specifications, or related documents.

3. Bidder's Qualifications. Before a bid is considered for award, the bidder may be requested by the Government to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the work.

4. Bid Guarantee. Where a bid guarantee is required by the invitation for bids, failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

A bid guarantee shall be in the form of a firm commitment, such as a bid bond, postal money order, certified check, cashier's check, irrevocable letter of credit or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Bid guarantees, other than bid bonds, will be returned (*a*) to unsuccessful bidders as soon as practicable after the opening of bids, and (*b*) to the successful bidder upon execution of such further contractual documents and bonds as may be required by the bid as accepted.

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

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

(*b*) The bid form may provide for submission of a price or prices for one or more items, which may be lump sum bids, alternate prices, scheduled items resulting in a bid on a unit of construction or a combination thereof, etc. Where the bid form explicitly requires that the bidder bid on all items, failure to do so will disqualify the bid. When submission of a price on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(*c*) Unless called for, alternate bids will not be considered.

(*d*) Modifications of bids already submitted will be considered if received at the office designated in the invitation for bids by the time set for opening of bids. Telegraphic modifications will be considered, but should not reveal the amount of the original or revised bid.

6. **Submission of Bids.** Bids must be sealed, marked, and addressed as directed in the invitation for bids. Failure to do so may result in a premature opening of, or a failure to open, such bid.

7. LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWAL OF BIDS (1973 SEP)

(a) Any bid recieved at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and either:

(i) it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier) (The term "postmark" means a printed stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service) (DPC 115); or,

(ii) it was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.

(b) Any modification or withdrawal of bid is subject to the same conditions as in (a) above. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

(c) The only acceptable evidence to establish:

(i) the date of mailing of a late bid, modification or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late.

(ii) the time of receipt at the Government installation is the time/date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(d) Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted. (ASPR 2-201)

8. Deleted.

9. **Public Opening of Bids.** Bids will be publicly opened at the time set for opening in the invitation for bids. Their content will be made public for the information of bidders and others interested, who may be present either in person or by representative.

10. **Award of Contract.** (*a*) Award of contract will be made to that responsible bidder whose bid, conforming to the invitation for bids, is most advantageous to the Government, price and other factors considered.

(*b*) The Government may, when in its interest, reject any or all bids or waive any informality in bids received.

(*c*) The Government may accept any item or combination of items of a bid, unless precluded by the invitation for bids or the bidder includes in his bid a restrictive limitation.

11. **Contract and Bonds.** The bidder whose bid is accepted will, within the time established in the bid, enter into a written contract with the Government and, if required, furnish performance and payment bonds on Government standard forms in the amounts indicated in the invitation for bids or the specifications.

☆ U. S. GOVERNMENT PRINTING OFFICE: 1971—423—808

STANDARD FORM 21
DECEMBER 1965 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.401

BID FORM
(CONSTRUCTION CONTRACT)

REFERENCE

DACW09-75-B-0002

Read the Instructions to Bidders (Standard Form 22)
This form to be submitted in duplicate

DATE OF INVITATION

23 July 1974

NAME AND LOCATION OF PROJECT

PLANTING AND SEEDING
AT DREAMY DRAW DAM
PHOENIX, ARIZONA

NAME OF BIDDER *(Type or print)*

(Date)

TO: U. S. ARMY ENGINEER DISTRICT, LOS ANGELES
P. O. Box 2711
Los Angeles, California 90053

In compliance with the above-dated invitation for bids, the undersigned hereby proposes to perform all work for seeding, planting and appurtenant work,

in strict accordance with the General Provisions, specifications, schedules, drawings, and conditions, for the following amount:

21-108

(Continue on other side)

EQUAL EMPLOYMENT COMPLIANCE (1973 APR) By submission of this offer, the offeror represents that, except as noted below, up to the date of this offer no advice, information, or notice has been received by the offeror from any Federal Government or affiliates or known first-tier subcontractors is in violation of any of the provisions of Executive Order No. 11246 of September 24, 1965, Executive Order No. 11375 of October 13, 1967, or rules and regulations of the Secretary of Labor (41 CFR, Chapter 60) and specifically as to not having an acceptable affirmative action program or being in noncompliance with any other aspect of the Equal Employment Opportunity Program. It is further agreed that should there be any change in the status of circumstances between this date and the date of expiration of this offer or any extension thereof, the Contracting Officer will be notified. (ASPR 12-806(b)(1)(B)(3).

The undersigned agrees that, upon written acceptance of this bid, mailed or otherwise furnished within calendar days (30 calendar days unless a different period be inserted by the bidder) after the date of opening of bids, he will within 5 calendar days (unless a longer period is allowed) after receipt of the prescribed forms, execute Standard Form 23, Construction Contract, and give performance and payment bonds on Government standard forms with good and sufficient surety.

The undersigned agrees, if awarded the contract, to commence and to complete the work in accordance with the stipulations of Paragraph 1 of the Special Provisions.

RECEIPT OF AMENDMENTS *The undersigned acknowledges receipt of the following amendments of the invitation for bids, drawings, and/or specifications, etc. (Give number and date of each):*

The representations and certifications on the accompanying STANDARD FORM 19-B are made a part of this bid.

ENCLOSED IS BID GUARANTEE, CONSISTING OF | IN THE AMOUNT OF

NAME OF BIDDER (*Type or print*)	FULL NAME OF ALL PARTNERS (*Type or print*)
BUSINESS ADDRESS (*Type or print*) (*Include "ZIP Code"*)	
BY (*Signature in ink. Type or print name under signature*)	
TITLE (*Type or print*)	

DIRECTIONS FOR SUBMITTING BIDS: *Envelopes containing bids, guarantee, etc., must be sealed, marked, and addressed as follows:*

Envelopes shall be marked in
the upper left hand corner
Bid Under Reference No.
DACW09-75-B-0002

Envelopes shall be addressed:
U.S. ARMY ENGINEER DISTRICT
LOS ANGELES
P.O. Box 2711
Los Angeles, California 90053

CAUTION—Bids should not be qualified by exceptions to the bidding conditions.

☆ U.S. GOVERNMENT PRINTING OFFICE : 1966 O—205-147—(15-F)

STANDARD FORM 19-B
OCTOBER 1969 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.401

REPRESENTATIONS AND CERTIFICATIONS

(Construction Contract)
(For use with SF 19 and 21)

REFERENCE *(Enter same No.(s) as on SF 19/21)*

NAME AND ADDRESS OF BIDDER *(No., Street, City, State, and ZIP Code)*

DATE OF BID

In negotiated procurements, "bid" and "bidder" shall be construed to mean "offer" and "offeror."

The bidder makes the following representations and certifications as a part of the bid identified above. *(Check appropriate boxes.)*

1. SMALL BUSINESS

He ☐ is, ☐ is not, a small business concern. *(For this purpose, a small business concern is a business concern, including its affiliates, which (a) is independently owned and operated, (b) is not dominant in the field of operation in which it is bidding on Government contracts, and (c) had average annual receipts for the preceding 3 fiscal years not exceeding $7,500,000. For additional information see governing regulations of the Small Business Administration.)*

2. CONTINGENT FEE

(a) He ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure this contract, and *(b)* he ☐ has, ☐ has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to *(a)* and *(b)* above as requested by the Contracting Officer. *(For interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Subpart 1-1.5.)*

3. TYPE OF ORGANIZATION

He operates as an ☐ individual, ☐ partnership, ☐ joint venture, ☐ corporation, incorporated in State of .....

4. INDEPENDENT PRICE DETERMINATION

(a) By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this procurement:

(1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

(b) Each person signing this bid certifies that:

(1) He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to *(a)* (1) through *(a)* (3) above; or

(2) (i) He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to *(a)* (1) through *(a)* (3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to *(a)* (1) through *(a)* (3) above.

(c) This certification is not applicable to a foreign bidder submitting a bid for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(d) A bid will not be considered for award where *(a)* (1), *(a)* (3), or *(b)* above, has been deleted or modified. Where *(a)* (2) above, has been deleted or modified, the bid will not be considered for award unless the bidder furnishes with the bid a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

THE FOLLOWING NEED BE CHECKED ONLY IF BID EXCEEDS $10,000 IN AMOUNT.

5. EQUAL OPPORTUNITY

He ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause herein, the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; he ☐ has, ☐ has not, filed all required compliance reports; and representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. *(The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)*

NOTE.—Bids must set forth full, accurate, and complete information as required by this invitation for bids (including attachments). The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

6. PARENT COMPANY AND EMPLOYER IDENTIFICATION NUMBER

Each bidder shall furnish the following information by filling in the appropriate blocks:

(*a*) Is the bidder owned or controlled by a parent company as described below? ☐ Yes ☐ No. *(For the purpose of this bid, a parent company is defined as one which either owns or controls the activities and basic business policies of the bidder. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the bidder, such other company is considered the parent company of the bidder. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.)*

(*b*) If the answer to (*a*) above is "Yes," bidder shall insert in the space below the name and main office address of the parent company.

NAME OF PARENT COMPANY	MAIN OFFICE ADDRESS *(No., Street, City, State, and ZIP Code)*

(*c*) Bidder shall insert in the applicable space below, if he has no parent company, his own Employer's Identification Number (E.I. No.) *(Federal Social Security Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941)*, or, if he has a parent company, the E.I. No. of his parent company.

EMPLOYER IDENTIFICATION NUMBER OF ➤	PARENT COMPANY	BIDDER

7. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

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

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GENERAL PROVISIONS
(Construction Contract)
Issued By: Department of the Army, Corps of Engineers

(General Provisions 1 through 23, 24 through 31 and 61 are those prescribed by the General Services Administration in Standard Form 23–A, Oct 1969 edition, and Standard Form 19–A, Nov 1972 edition, respectively, as amended pursuant to the latest revisions of the Armed Services Procurement Regulation and Engineer Contract Instructions, ER 1180–1–1.)

1.1 DEFINITIONS

(The following clause is applicable if the procurement instrument identification number is prefixed by the letters "DACW")

(a) The term "head of the agency" or "Secretary" as used herein means the Secretary of the Army; and the term "his duly authorized representative" means the Chief of Engineers, Department of the Army, or an individual or board designated by him.

(b) The term "Contracting Officer" as used herein means the person executing this contract on behalf of the Government and includes a duly appointed successor or authorized representative. (ASPR 7-602.1 and ECI 7-070)

1.2 DEFINITIONS (1964 JUN)

(The following clause is applicable if the procurement instrument identification number is prefixed by the letters "DACA")

(a) The term "head of the agency" or "Secretary" as used herein means the Secretary, the Under Secretary, any Assistant Secretary, or any other head or assistant head of the executive or military department or other Federal agency; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the head of the agency or the Secretary.

(b) The term "Contracting Officer" as used herein means the person executing this contract on behalf of the Government and includes a duly appointed successor or authorized representative. (ASPR 7-602.1)

2. SPECIFICATIONS AND DRAWINGS (1964 JUN)

The Contractor shall keep on the work a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at his own risk and expense. The Contracting Officer shall furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided. (ASPR 7-602.2)

3. CHANGES (1968 FEB)

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes:

(i) in the specifications (including drawings and designs);

(ii) in the method or manner of performance of the work;

(iii) in the Government-furnished facilities, equipment, materials, services, or site; or

(iv) directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the Contracting Officer, which causes any such change, shall be treated as a change order under this clause, *provided* that the Contractor gives the Contracting Officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

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

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: *Provided, however,* That except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as therein required: *And provided further,* That in the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

(e) If the Contractor intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Government. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract. (ASPR 7-602.3)

4. DIFFERING SITE CONDITIONS (1968 FEB)

(a) The Contractor shall promptly, and before such conditions are disturbed, notify the Contracting Officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract. The Contracting Officer shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable

adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above; *provided,* however, the time prescribed therefor may be extended by the Government.

(c) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract. (ASPR 7-602.4)

5. TERMINATION FOR DEFAULT - DAMAGES FOR DELAY - TIME EXTENSIONS (1969 AUG)

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the Government may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event the Government may take over the work and prosecute the same to completion, by contract or otherwise, and 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. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the Government resulting from his refusal or failure to complete the work within the specified time.

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

(c) If fixed and agreed liquidated damages are provided in the contract and if the Government does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

(d) The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

(1) The delay in the completion of the work arises from causes other than normal weather beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from causes other than normal weather beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any such delay (unless the Contracting Officer grants a further period of time before the date of final payment under the contract), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the "Disputes" clause of this contract.

(e) If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Government, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the Government, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".

(f) The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

(g) As used in paragraph (d)(1) of this clause, the term "subcontractors or suppliers" means subcontractors or suppliers at any tier. (ASPR 7-602.5 and 8-709(b))

6. DISPUTES (1964 JUN)

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged: *Provided, however,* that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph (a) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law. (ASPR 7-602.6(a))

7. PAYMENTS TO CONTRACTOR (1964 JUN)

(The last two sentences of paragraph (c) of the following clause are applicable only where the contract amount exceeds $1,000,000 and the time of performance exceeds one year)

(a) The Government will pay the contract price as hereinafter provided.

(b) The Government will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on

estimates approved by the Contracting Officer. If requested by the Contracting Officer, the Contractor shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates the Contracting Officer, at his discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration (1) if such consideration is specifically authorized by the contract and (2) if the Contractor furnishes satisfactory evidence that he has acquired title to such material and that it will be utilized on the work covered by this contract.

(c) In making such progress payments, there shall be retained 10 percent of the estimated amount until final completion and acceptance of the contract work. However, if the Contracting Officer, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, he may authorize any of the remaining progress payments to be made in full. Also, whenever the work is substantially complete, the Contracting Officer, if he considers the amount retained to be in excess of the amount adequate for the protection of the Government, at his discretion, may release to the Contractor all or a portion of such excess amount. Furthermore, 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 therefor without retention of a percentage. Where the time originally specified for completion of this contract exceeds one year, the Contracting Officer, at any time after 50 percent of the work has been completed, if he finds that satisfactory progress is being made, may reduce the total amount retained from progress payments to an amount not less than 10 percent of the estimated value of the work remaining to be done under the contract or 1-1/2 percent of the total contract amount, whichever is the higher. In computing the total contract amount, for the purposes of the preceding sentence, the contract amount for any separate building, public work, or other division of the contract on which the price is stated separately in the contract and on which payment has been made in full, including retained percentage thereon under this clause shall be excluded.

(d) All material and work covered by progress payments made shall thereupon become the sole property of the Government, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(e) Upon completion and acceptance of all work, the amount due the Contractor under this contract shall be paid upon the presentation of a properly executed voucher and after the Contractor shall have furnished the Government with a release, if required, of all claims against the Government arising by virtue of this contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the operation of the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), a release may also be required of the assignee. (ASPR 7-602.7(a) and (b))

8. ASSIGNMENT OF CLAIMS (1964 JUN)

(a) Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this contract provides for payments aggregating $1,000 or more, claims for moneys due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Unless otherwise provided in this contract, payments to assignee of any moneys due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or setoff. (The preceding sentence applies only if this contract is made in time of war or national emergency as defined in said Act and is with the Department of Defense, the General Services Administration, the Atomic Energy Commission, the National Aeronautics and Space Administration, the Federal Aviation Agency, or any other department or agency of the United States designated by the President pursuant to Clause 4 of the proviso of section 1 of the Assignment of Claims Act of 1940, as amended by the Act of May 15, 1951, 65 Stat. 41.)

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential," be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same. However, a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the Contracting Officer. (ASPR 7-602.8)

9. MATERIAL AND WORKMANSHIP (1964 JUN)

(a) Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this contract, reference to any equipment, material, article, or patented process, by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the Contractor may, at his option, use any equipment, material, article, or process which, in the judgment of the Contracting Officer, is equal to that named. The Contractor shall furnish to the Contracting Officer for his approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the work. When required by this contract or when called for by the Contracting Officer, the Contractor shall furnish the Contracting Officer for approval full information concerning the material or articles which he contemplates incorporating in the work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection.

(b) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may, in writing, require the Contractor to remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable. (ASPR 7-602.9)

10. INSPECTION AND ACCEPTANCE (1964 JUN)

(a) Except as otherwise provided in this contract, inspection and test by the Government of material and workmanship required by this contract shall be made at reasonable times and at the site of the work, unless the Contracting Officer determines that such inspection or test of material which is to be incorporated in the work shall be made at the place of production, manufacture, or shipment of such material. To the extent specified by the Contracting Officer at the time of determining to make off-site inspection or test, such inspection or test shall be conclusive as to whether the material involved conforms to the contract requirements. Such off-site inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Government after acceptance of the completed work under the terms of paragraph (f) of this clause, except as hereinabove provided.

(b) The Contractor shall, without charge, replace any material or correct any workmanship found by the Government not to conform to the contract requirements, unless in the public interest the Government consents to accept such material or workmanship with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(c) If the Contractor does not promptly replace rejected material or correct rejected workmanship, the Government (1) may, by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed in accordance with the "Termination for Default - Damages for Delay - Time Extensions" clause of this contract.

(d) The Contractor shall furnish promptly, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspection and test as may be required by the Contracting Officer. All inspection and test by the Government shall be performed in such manner as not unnecessarily to delay the work. Special, full size, and performance tests shall be performed as described in this contract. The Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time specified by the Contractor for its inspection.

(e) Should it be considered necessary or advisable by the Government at any time before acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, an equitable adjustment shall be made in the contract price to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, he shall, in addition, be granted a suitable extension of time.

(f) Unless otherwise provided in this contract, acceptance by the Government shall be made as promptly as practicable after completion and inspection of all work required by this contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud or as regards the Government's rights under any warranty or guarantee. (ASPR 7-602.11)

11. SUPERINTENDENCE BY CONTRACTOR (1964 JUN)

The Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work at all times during progress, with authority to act for him. (ASPR 7-602.12)

12. PERMITS AND RESPONSIBILITIES (1964 JUN)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occur as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted. (ASPR 7-602.13)

13. CONDITIONS AFFECTING THE WORK (1964 JUN)

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the work without additional expense to the Government. The Government assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this contract, unless such understanding or representations by the Government are expressly stated in the contract. (ASPR 7-602.14)

14. OTHER CONTRACTS (1964 JUN)

The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and Government employees and carefully fit his own work to such additional work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Government employees. (ASPR 7-602.15)

15. PATENT INDEMNITY (1964 JUN)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any Letters Patent of the United States (except Letters Patent issued upon an application which is now or may hereafter be, for reasons of national security, ordered by the Government to be kept secret or otherwise withheld from issue) arising out of the performance of this contract or out of the use or disposal by or for the account of the Government of supplies

furnished or construction work performed hereunder. (ASPR 7-602.16)

16. ADDITIONAL BOND SECURITY (1949 JUL)

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Government, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the Government, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Government and of persons supplying labor or materials in the prosecution of the work contemplated by this contract. (ASPR 7-103.9)

17. COVENANT AGAINST CONTINGENT FEES (1958 JAN)

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee. (ASPR 7-103.20)

18. OFFICIALS NOT TO BENEFIT (1964 JUN)

No Member of 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. (ASPR 7-602.19)

19. BUY AMERICAN ACT (1966 OCT)

(a) *Agreement.* In accordance with the Buy American Act (41 U.S.C. 10a-10d), the Contractor agrees that only domestic construction material will be used (by the Contractor, subcontractors, materialmen, and suppliers) in the performance of this contract, except for nondomestic construction material listed in the "Nondomestic Construction Materials" clause, if any, of this contract.

(b) *Domestic construction material.* "Construction material" means any article, material, or supply brought to the construction site for incorporation in the building or work. An unmanufactured construction material is a "domestic construction material" if it has been mined or produced in the United States. A manufactured construction material is a "domestic construction material" if it has been manufactured in the United States and if the cost of its components which have been mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. "Component" means any article, material, or supply directly incorporated in a construction material.

(c) *Domestic component.* A component shall be considered to have been "mined, produced, or manufactured in the United States" (regardless of its source in fact) if the article, material, or supply in which it is incorporated was manufactured in the United States and the component is of a class or kind determined by the Government to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality. (ASPR 7-602.20)

20. CONVICT LABOR (1949 MAR)

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor. (ASPR 7-104.17)

21. EQUAL OPPORTUNITY (1972 AUG)

(The following clause is applicable unless this contract is exempt under the rules, regulations and relevant orders of the Secretary of Labor (41 CFR, Chapter 60). Exemptions include contracts and subcontracts (i) not exceeding $10,000, and (ii) under which work is performed outside the United States and no recruitment of workers within the United States is involved.)

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

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) 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, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, 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 contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive

Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) 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, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. (ASPR 7–103.18(a))

22. UTILIZATION OF SMALL BUSINESS CONCERNS (1958 JAN)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract. (ASPR 7–104.14(a))

23. SUSPENSION OF WORK (1968 FEB)

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Contracting Officer in the administration of this contract, or by his failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

(c) No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the contract. (ASPR 7–602.46)

24. DAVIS–BACON ACT (40 U.S.C. 276a–276a–7)

(a) All mechanics and laborers, including apprentices and trainees, employed or working directly upon the site of the work shall 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 the Copeland Regulations, 29 CFR Part 3), the full amounts due at time of payment computed at wage rates not less than the aggregate of the basic hourly rates and the rates of payments, contributions, or costs for any fringe benefits 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 or subcontractor and such laborers and mechanics. A copy of such wage determination decision shall be kept posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers.

(b) The Contractor may discharge his obligation under this clause to workers in any classification for which the wage determination decision contains:

(1) Only a basic hourly rate of pay, by making payment at not less than such basic hourly rate, except as otherwise provided in the Copeland Regulations. (29 CFR Part 3); or

(2) Both a basic hourly rate of pay and fringe benefits payments, by making payment in cash, by irrevocably making contributions pursuant to a fund, plan, or program for, and/or by assuming an enforceable commitment to bear the cost of, bona fide fringe benefits contemplated by the Davis–Bacon Act, or by any combination thereof. Contributions made, or costs assumed, on other than a weekly basis shall be considered as having been constructively made or assumed during a weekly period to the extent that they apply to such period. Where a fringe benefit is expressed in a wage determination in any manner other than as an hourly rate and the Contractor pays a cash equivalent or provides an alternative fringe benefit, he shall furnish information with his payrolls showing how he determined that the cost incurred to make the cash payment or to provide the alternative fringe benefit is equal to the cost of the wage determination fringe benefit. In any case where the Contractor provides a fringe benefit different from any contained in the wage determination, he shall similarly show how he arrived at the hourly rate shown therefor. In the event of disagreement between or among the interested parties as to an equivalent of any fringe benefit, the Contracting Officer shall submit the question, together with his recommendation, to the Secretary of Labor for final determination.

(c) The assumption of an enforceable commitment to bear the cost of fringe benefits, or the provision of any fringe benefits not expressly listed in section 1(b)(2) of the Davis–Bacon Act or in the wage determination decision forming a part of the contract, may be considered as payment of wages only with the approval of the Secretary of Labor pursuant to a written request by the Contractor. The Secretary of Labor may require the Contractor to set aside assets, in a separate account, to meet his obligations under any unfunded plan or program.

(d) The Contracting Officer shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination decision and which is to be employed under the contract shall be classified or reclassified conformably to the wage determination decision, and shall report the action taken to the Secretary of Labor. If the interested parties cannot agree on the proper classification or reclassification of a

particular class of laborers or mechanics to be used, the Contracting Officer shall submit the question, together with his recommendation, to the Secretary of Labor for final determination. Apprentices and trainees may be added under this clause only where they are employed pursuant to an apprenticeship or trainee program meeting the requirements of the Apprentices and Trainees clause below.

(e) In the event it is found by the Contracting Officer that any laborer or mechanic, including apprentices and trainees, employed by the Contractor or any subcontractor directly on the site of the work covered by this contract has been or is being paid at a rate of wages less than the rate of wages required by paragraph (a) of this clause, the Contracting Officer may (1) by written notice to the Government Prime Contractor terminate his right to proceed with the work, or such part of the work as to which there has been a failure to pay said required wages, and (2) prosecute the work to completion by contract or otherwise, whereupon such Contractor and Subcontractor and his sureties shall be liable to the Government for any excess costs occasioned the Government thereby.

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

25. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (40 U.S.C. 327–333)

This contract is subject to the Contract Work Hours and Safety Standards Act and to the applicable rules, regulations, and interpretations of the Secretary of Labor.

(a) The Contractor shall not require or permit any laborer or mechanic, including apprentices, trainees, watchmen, and guards, in any workweek in which he is employed on any work under this contract to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic, including apprentices, trainees, watchmen, and guards, receives compensation at a rate not less than 1½ times his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek, whichever is the greater number of overtime hours. The "basic rate of pay," as used in this clause, shall be the amount paid per hour exclusive of the Contractor's contribution or cost for fringe benefits, and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination, whichever is greater.

(b) In the event of any violation of the provisions of paragraph (a), the Contractor shall be liable to any affected employee for any amounts due, and to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including an apprentice, trainee, watchman, or guard, employed in violation of the provisions of paragraph (a) in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph (a).

26. APPRENTICES AND TRAINEES

(a) 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, U.S. Department of Labor; or if no such recognized agency exists in a State, under a program registered with the aforesaid Bureau of Apprenticeship and Training. 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 a trainee as defined in paragraph (b) of this clause, and 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 shall furnish to the Contracting Officer written evidence of the registration of his program and apprentices, as well as of the appropriate ratios allowed and the wage rates required to be paid thereunder for the area of construction, prior to using any apprentices in the contract work. The term "apprentice" means (1) a 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.

(b) Trainees shall 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, Manpower Administration, Bureau of Apprenticeship and Training. The term "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, Manpower Administration, Bureau of Apprenticeship and Training and which is reviewed from time to time by the Manpower Administration to insure that the training meets adequate standards.

(c) In connection with contracts in excess of $10,000, the Contractor agrees as follows:

(1) The Contractor shall make a diligent effort to hire for performance of work under this contract a number of apprentices or trainees, or both, in each occupation, which bears to the average number of the journeymen in that occupation to be employed in the performance of the contract the applicable ratio as set forth in paragraph (c)(7) of this clause.

(2) The Contractor shall insure that 25 percent of such apprentices or trainees in each occupation are in their first year of training, where feasible. Feasibility here involves a consideration of (i) the availability of training opportunities for first year apprentices, (ii) the hazardous nature of the work for beginning workers, and (iii) excessive unemployment of apprentices in their second and subsequent years of training.

(3) The Contractor shall, during the performance of the contract, to the greatest extent possible, employ the number of apprentices or trainees necessary to meet currently the requirements of paragraph (c)(1) and (c)(2) of this clause.

(4) The Contractor shall maintain records of employment on this contract by trade of the number of apprentices and trainees, apprentices and trainees in first year of training, and of journeymen, and wages paid and hours of work of such apprentices, trainees, and journeymen. In addition, the Contractor who claims compliance based on the criterion set forth in paragraph (c)(6)(ii) of this clause shall maintain such records of

employment on all his construction work in the same labor market area, both public and private, during the performance of this contract. In each of the above cases the Contractor shall make such records available for inspection upon request of the Department of Labor or the Contracting Officer.

(5) The Contractor shall supply one copy of each of the written notices required in accordance with paragraph (c)(6)(iii) of this clause at the request of the Contracting Officer. The Contractor also agrees to supply at 3-month intervals during the performance of the contract and after completion of contract performance a statement describing steps taken toward making a diligent effort and containing a breakdown by craft, of hours worked and wages paid for first year apprentices and trainees, other apprentices and trainees, and journeymen. One copy of the statement will be sent to the Contractig Officer and one copy to the Secretary of Labor.

(6) The Contractor will be deemed to have made a "diligent effort" as required by paragraph (c)(1) if during the performance of this contract, he accomplishes at least one of the following three objectives: (i) The Contractor employs under this contract a number of apprentices and trainees by craft, at least equal to the ratios established in accordance with paragraph (c)(7) of this clause, or (ii) the Contractor employs, on all his construction work, both public and private, in the same labor market area, an average number of apprentices and trainees by craft at least equal to the ratios established in accordance with paragraph (c)(7) of this clause, or (iii) the Contractor (A) if covered by a collective bargaining agreement, before commencement of any work on the project, has given written notice to all joint apprenticeship committees, the local U.S. Employment Security Office, local chapter of the Urban League, Workers Defense League, or other local organizations concerned with minority employment, and the Bureau of Apprenticeship and Training Representative, U.S. Department of Labor, for the locality of the work; (B) if not covered by a collective bargaining agreement, has given written notice to all of the groups stated above, except joint apprenticeship committees, and will in addition notify all non-joint apprenticeship sponsors in the labor market area; (C) has employed all qualified applicants referred to him through normal channels (such as the Employment Service, the Joint Apprenticeship Committees and where applicable, minority organizations and apprentice outreach programs who have been delegated this function) at least up to the number of such apprentices and trainees required by paragraph (c)(7) of this clause. The notice, as referred to herein, will include at least the Contractor's name and address, the agency designation, the contract number, job site address, value of the contract, expected starting and completion dates, the estimated average number of employees in each occupation to be employed over the duration of the contract work, and a statement of his willingness to employ a number of apprentices and trainees at least equal to the ratios established in accordance with paragraph (c)(7) of this clause.

(7) The Contractor recognizes that the Secretary of Labor has determined that the applicable ratios of apprentices and trainees to journeymen in any occupation for the purpose of this clause shall be as follows: (i) In any occupation the applicable ratio of apprentices and trainees to journeymen shall be equal to the predominant ratio for the occupation in the area where the construction is being undertaken, set forth in collective bargaining agreements, or other employment agreements, and available through the Bureau of Apprenticeship and Training Representative, U.S. Department of Labor, for the applicable area; (ii) for any occupation for which no ratio is found, the ratio of apprentices and trainees to journeymen shall be determined by the Contractor in accordance with the recommendations set forth in the Standards of the National Joint Apprentice Committee for the occupation, which are on file at offices of the U.S. Department of Labor's Bureau of Apprenticeship and Training; and (iii) for any occupation for which no such recommendations are found, the ratio of apprentices and trainees to journeymen shall be at least one apprentice or trainee for every five journeymen.

27. PAYROLLS AND BASIC RECORDS

(a) The Contractor shall maintain payrolls and basic records relating thereto during the course of the work and shall preserve them for a period of three (3) years thereafter for all laborers and mechanics, including apprentices, trainees, watchmen, and guards working at the site of the work. Such records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Contractor has obtained approval from the Secretary of Labor as provided in paragraph (c) of the clause entitled "Davis-Bacon Act," he shall maintain records which show the commitment, its approval, written communication of the plan or program to the laborers or mechanics affected, and the costs anticipated or incurred under the plan or program.

(b) The Contractor shall submit weekly a copy of all payrolls to the Contracting Officer. The Government Prime Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The copy shall be accompanied by a statement signed by the Contractor 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, including apprentices and trainees, conform with the work he performed. Submission of the "Weekly Statement of Compliance" required under this contract and the Copeland Regulations of the Secretary of Labor (29 CFR Part 3) shall satisfy the requirement for submission of the above statement. The Contractor shall submit also a copy of any approval by the Secretary of Labor with respect to fringe benefits which is required by paragraph (c) of the clause entitled "Davis-Bacon Act."

(c) The Contractor shall make the records required under this clause available for inspection by authorized representatives of the Contracting Officer and the Department of Labor, and shall permit such representatives to interview employees during working hours on the job.

28. COMPLIANCE WITH COPELAND REGULATIONS

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

29. WITHHOLDING OF FUNDS

(a) The Contracting Officer may withhold or cause to be withheld from the Government Prime Contractor so much of the accrued payments or advances as may be considered necessary (1) to pay laborers and mechanics, including apprentices, trainees, watchmen, and guards employed by the Contractor or any subcontractor on the work the full amount of wages required by the contract, and (2) to satisfy any liability of any Contractor and

Subcontractor for liquidated damages under paragraph (b) of the clause entitled "Contract Work Hours and Safety Standards Act–Overtime Compensation."

(b) If any Contractor or subcontractor fails to pay any laborer, mechanic, apprentice, trainee, watchman, or guard employed or working on the site of work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Government Prime Contractor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

30. SUBCONTRACTS

The Contractor agrees to insert the clauses hereof entitled "Davis–Bacon Act," "Contract Work Hours and Safety Standards Act–Overtime Compensation," "Apprentices and Trainees," "Payrolls and Basic Records," "Compliance with Copeland Regulations," "Withholding of Funds," "Subcontracts," and "Contract Termination–Debarment" in all subcontracts. The term "Contractor" as used in such clauses in any subcontract shall be deemed to refer to the subcontractor except in the phrase "Government Prime Contractor."

31. CONTRACT TERMINATION–DEBARMENT

A breach of the clauses hereof entitled "Davis–Bacon Act," "Contract Work Hours and Safety Standards Act–Overtime Compensation," "Apprentices and Trainees," "Payrolls and Basic Records," "Compliance with Copeland Regulations," "Withholding of Funds," and "Subcontracts" may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

32. CONTRACTOR INSPECTION SYSTEM (1964 NOV)

The Contractor shall (i) maintain an adequate inspection system and perform such inspections as will assure that the work performed under the contract conforms to contract requirements, and (ii) maintain and make available to the Government adequate records of such inspections. (ASPR 7–602.10(a))

33. GRATUITIES (1952 MAR)

(a) The Government may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, by the Secretary or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; *provided*, that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(b) In the event this contract is terminated as provided in paragraph (a) hereof, the Government shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract. (ASPR 7–104.16)

34. SMALL BUSINESS SUBCONTRACTING PROGRAM (MAINTENANCE, REPAIR AND CONSTRUCTION) (1967 JUN)

(The following clause is applicable if this contract is in excess of $500,000)

(a) The Contractor agrees to establish and conduct a small business subcontracting program which will enable small business concerns to be considered fairly as subcontractors, including suppliers, under this contract. In this connection, the Contractor shall designate an individual to (i) maintain liaison with the Government on small business matters, and (ii) administer the Contractor's Small Business Subcontracting Program.

(b) Notwithstanding the instructions on DD Form 1140–1, prior to completion of the contract and as soon as the final information is available, the Contractor shall submit a one–time completed DD Form 1140–1 to the Government addressees prescribed thereon. The DD Form 1140–1 shall show the prime contract number in lieu of identifying a quarterly report period. This subparagraph (b) is not applicable if the Contractor is a small business concern.

(c) The Contractor further agrees (i) to insert the "Utilization of Small Business Concerns" clause in subcontracts which offer substantial subcontracting opportunities, and (ii) to insert in each such subcontract exceeding $500,000 a clause conforming substantially to the language of this clause except that subcontractors shall submit DD Form 1140–1 direct to the Government addressees prescribed on the Form. The Contractor will notify the Contracting Officer of the name and address of each subcontractor that will be required to submit a report on DD Form 1140–1. (ASPR 7–602.26(b))

35. FEDERAL, STATE, AND LOCAL TAXES (1971 NOV)

(a) Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties.

(b) Nevertheless, with respect to any Federal excise tax or duty on the transactions or property covered by this contract, if a statute, court decision, written ruling, or regulation takes effect after the contract date, and –

(1) results in the Contractor being required to pay or bear the burden of any such Federal excise tax or duty or increase in the rate thereof which would not otherwise have been payable on such transactions or property, the contract price shall be increased by the amount of such tax or duty or rate increase, *provided* the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price as a contingency reserve or otherwise; or

(2) results in the Contractor not being required to pay or bear the burden of, or in his obtaining a refund or drawback of, any such Federal excise tax or duty which would otherwise have been payable on such transactions or property or which was the basis of an increase in the contract price, the contract price shall be decreased by the amount of the relief, refund, or drawback, or that amount shall be paid to the Government, as directed by the Contracting Officer. The contract price shall be similarly decreased if the Contractor, through his fault or negligence or his failure to follow instructions of the Contracting Officer, is required to pay or bear the

burden of, or does not obtain a refund or drawback of, any such Federal excise tax or duty.

(c) Paragraph (b) above shall not be applicable to social security taxes or to any other employment tax.

(d) No adjustment of less than $100 shall be made in the contract price pursuant to paragraph (b) above.

(e) As used in paragraph (b) above, the term "contract date" means the date set for bid opening, or if this is a negotiated contract, the contract date. As to additional supplies or services procured by modification to this contract, the term "contract date" means the date of such modification.

(f) Unless there does not exist any reasonable basis to sustain an exemption, the Government upon the request of the Contractor shall, without further liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax; *provided* that, evidence appropriate to establish exemption from any Federal excise tax or duty which may give rise to either an increase or decrease in the contract price will be furnished only at the discretion of the Government.

(g) The Contractor shall promptly notify the Contracting Officer of matters which will result in either an increase or decrease in the contract price and shall take action with respect thereto as directed by the Contracting Officer. (ASPR 7–103.10(a))

36. RENEGOTIATION (1959 OCT)

(a) To the extent required by law, this contract is subject to the Renegotiation Act of 1951 (50 U.S.C. App. 1211, et seq.), as amended, and to any subsequent act of Congress providing for the renegotation of contracts. Nothing contained in this clause shall impose any renegotiation obligation with respect to this contract or any subcontract hereunder which is not imposed by an act of Congress heretofore or hereafter enacted. Subject to the foregoing this contract shall be deemed to contain all the provisions required by section 104 of the Renegotiation Act of 1951, and by any such other act, without subsequent contract amendment specifically incorporating such provisions.

(b) The Contractor agrees to insert the provisions of this clause, including this paragraph (b), in all subcontracts, as that term is defined in section 103g of the Renegotiation Act of 1951, as amended. (ASPR 7–103.13(a))

37. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (1973 APR)

(a) The performance of work under this contract may be terminated by the Government in accordance with this clause in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Government. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall,

(i) stop work under the contract on the date and to the extent specified in the Notice of Termination;

(ii) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;

(iii) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(iv) assign to the Government, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(v) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;

(vi) transfer title and deliver to the Government, in the manner, at the times, and to the extent, if any, directed by the Contracting Officer, (A) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (B) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the Government;

(vii) use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in (vi) above; *provided,* however, that the Contractor (A) shall not be required to extend credit to any purchaser, and (B) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Contracting Officer; and *provided further* that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Contracting Officer may direct;

(viii) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and

(ix) take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.

At any time after expiration of the plant clearance period,

as defined in Section VIII, Armed Services Procurement Regulation, as it may be amended from time to time, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the Government to remove such items or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the Government will accept title to such items and remove them or enter into a storage agreement covering the same; *provided,* that the list submitted shall be subject to verification by the Contracting Officer upon removal of the items, or if the items are stored, within forty–five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

(c) After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form and with certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer, upon request of the Contractor made in writing within such one year period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

(d) Subject to the provisions of paragraph (c), the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; *provided,* that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (e) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph (d).

(e) In the event of the failure of the Contractor and the Contracting Officer to agree, as provided in paragraph (d), upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the Contracting Officer shall pay to the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed upon in accordance with paragraph (d):

(i) with respect to all contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of –

(A) the cost of such work;

(B) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in paragraph (b)(v) above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of Work under this contract, which amounts shall be included in the cost on account of which payment is made under (A) above; and

(C) a sum, as profit on (A) above, determined by the Contracting Officer pursuant to 8–303 of the Armed Services Procurement Regulation, in effect as of the date of execution of this contract, to be fair and reasonable; *provided,* however, that if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (C) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

(ii) the reasonable cost of the preservation and protection of property incurred pursuant to paragraph (b)(ix); and any other reasonable cost incidental to termination of work under this contract, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under this contract.

The total sum to be paid to the Contractor under (i) above shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the Government shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor under (i) above, the fair value, as determined by the Contracting Officer, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government, or to a buyer pursuant to paragraph (b)(vii).

(f) Costs claimed, agreed to, or determined pursuant to (c), (d), and (e) hereof shall be in accordance with Section XV of the Armed Services Procurement Regulation as in effect on the date of this contract.

(g) The Contractor shall have the right of appeal, under the clause of this contract entitled "Disputes," from any determination made by the Contracting Officer under paragraph (c) or (e) above, except that if the Contractor has failed to submit his claim within the time provided in paragraph (c) above and has failed to request extension of

such time, he shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under paragraph (c) or (e) above, the Government shall pay to the Contractor the following: (i) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer, or (ii) if an appeal has been taken, the amount finally determined on such appeal.

(h) In arriving at the amount due the Contractor under this clause there shall be deducted (i) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract, (ii) any claim which the Government may have against the Contractor in connection with this contract, and (iii) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the Government.

(i) If the termination hereunder be partial, prior to the settlement of the terminated portion of this contract, the Contractor may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices.

(j) The Government may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury pursuant to Public Law 92–41; 85 STAT 97 for the Renegotiation Board, for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the Government; *provided,* however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or such later date as determined by the Contracting Officer by reason of the circumstances.

(k) Unless otherwise provided for in this contract, or by applicable statute, the Contractor shall – from the effective date of termination until the expiration of three years after final settlement under this contract – preserve and make available to the Government at all reasonable times at the office of the Contractor but without direct charge to the Government, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions thereof. (ASPR 7–103.21(b) & 7–602.29(a))

38. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (1965 JAN)

(The provisions of this clause shall be applicable only if the amount of this contract exceeds $10,000.)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) This clause shall be included in all subcontracts. (ASPR 7–103.23)

39. AUTHORIZATION AND CONSENT (1964 MAR)

The Government hereby gives its authorization and consent (without prejudice to any rights of indemnification) for all use and manufacture, in the performance of this contract or any part hereof or any amendment hereto or any subcontract hereunder (including any lower–tier subcontract), of any invention described in and covered by a patent of the United States (i) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract, or (ii) utilized in the machinery, tools, or methods the use of which necessarily results from compliance by the Contractor or the using subcontractor with (a) specifications or written provisions now or hereafter forming a part of this contract, or (b) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clauses, if any, included in this contract or any subcontract hereunder (including any lower–tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted. (ASPR 7–103.22)

40. COMPOSITION OF CONTRACTOR (1965 JAN)

If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder. (ASPR 7–602.32)

41. SITE INVESTIGATION (1965 JAN)

The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from information presented by the drawings and specifications made a part of this contract. Any failure by the Contractor to acquaint himself with the available information will not

relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Government assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Government. (ASPR 7–602.33)

42. PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS (1965 JAN)

(a) The Contractor will preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site of work which is not to be removed and which does not unreasonably interfere with the construction work. Care will be taken in removing trees authorized for removal to avoid damage to vegetation to remain in place. Any limbs or branches of trees broken during such operations or by the careless operation of equipment, or by workmen, shall be trimmed with a clean cut and painted with an approved tree pruning compound as directed by the Contracting Officer.

(b) The Contractor will protect from damage all existing improvements or utilities at or near the site of the work, the location of which is made known to him, and will repair or restore any damage to such facilities resulting from failure to comply with the requirements of this contract or the failure to exercise reasonable care in the performance of the work. If the Contractor fails or refuses to repair any such damage promptly, the Contracting Officer may have the necessary work performed and charge the cost thereof to the Contractor. (ASPR 7–602.34)

43. OPERATIONS AND STORAGE AREAS (1965 JAN)

(a) All operations of the Contractor (including storage of materials) upon Government premises shall be confined to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by his operations.

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

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways or construct and use such temporary roadways as may be authorized by the Contracting Officer. Where materials are transported in the prosecution of the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State or local law or regulation. When it is necessary to cross curbings or sidewalks, protection against damage shall be provided by the Contractor and any damaged roads, curbings, or sidewalks shall be repaired by, or at the expense of the Contractor. (ASPR 7–602.35)

44. MODIFICATION PROPOSALS – PRICE BREAKDOWN (1968 APR)

The Contractor, in connection with any proposal he makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, a justification therefor shall also be furnished. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer. (ASPR 7–602.36)

45. SUBCONTRACTORS (1972 FEB)

Within seven days after the award of any subcontract either by himself or a subcontractor, the Contractor shall deliver to the Contracting Officer a statement setting forth the name and address of the subcontractor and a summary description of the work subcontracted. The Contractor shall at the same time furnish a statement signed by the subcontractor acknowledging the inclusion in his subcontract of the clauses of this contract entitled "Equal Opportunity," "Davis–Bacon Act," "Contract Work Hours and Safety Standards Act – Overtime Compensation," "Apprentices and Trainees," "Payrolls and Basic Records," "Compliance with Copeland Regulations," "Withholding of Funds," "Subcontracts" and "Contract Termination – Debarment." Nothing contained in this contract shall create any contractual relation between the subcontractor and the Government. (ASPR 7–602.37)

46. USE AND POSSESSION PRIOR TO COMPLETION (1965 JAN)

The Government shall have the right to take possession of or use any completed or partially completed part of the work. Such possession or use shall not be deemed an acceptance of any work not completed in accordance with the contract. While the Government is in such possession, the Contractor, notwithstanding the provisions of the clause of this contract entitled "Permits and Responsiblities," shall be relieved of the responsibility for loss or damage to the work other than that resulting from the Contractor's fault or negligence. If such prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment in the contract price or the time of completion will be made and the contract shall be modified in writing accordingly. (ASPR 7–602.39)

47. CLEANING UP (1965 JAN)

The Contractor shall at all times keep the construction area, including storage areas used by him, free from accumulations of waste material or rubbish and prior to completion of the work remove any rubbish from the premises and all tools, scaffolding, equipment, and materials not the property of the Government. Upon completion of the construction the Contractor shall leave the work and premises in a clean, neat and workmanlike condition satisfactory to the Contracting Officer. (ASPR 7–602.40)

48. ADDITIONAL DEFINITIONS (1965 JAN)

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

(b) Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provided complete in place," that is "furnished and installed." (ASPR 7–602.41)

49. ACCIDENT PREVENTION (1967 JUN)

(a) In order to provide safety controls for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with all pertinent provisions of Corps of Engineers Manual, EM 385-1-1, dated 1 March 1967, entitled "General Safety Requirements", as amended, and will also take or cause to be taken such additional measures as the Contracting Officer may determine to be reasonably necessary for the purpose.

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

(c) The Contracting Officer will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

(d) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

(e) Prior to commencement of the work the Contractor will:

(1) submit in writing his proposals for effectuating this provision for accident prevention;

(2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the over–all safety program. (ASPR 7–602.42(a) & (b))

50. GOVERNMENT INSPECTORS (1965 JAN)

The work will be conducted under the general direction of the Contracting Officer and is subject to inspection by his appointed inspectors to insure strict compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization of the Contracting Officer, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract. (ASPR 7–602.43)

51. RIGHTS IN SHOP DRAWINGS (1966 APR)

(Applicable to all contracts calling for the delivery of shop drawings)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower tier subcontractor pursuant to a construction contract, showing in detail, (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier. (ASPR 7–602.47)

52. NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (1958 SEP)

(a) Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contracting Officer.

(b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract hereunder as to which a labor dispute may delay the timely performance of this contract; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify his next higher tier subcontractor, or the prime contractor, as the case may be, of all relevant information with respect to such dispute. (ASPR 7–104.4)

53. CONTRACT PRICES – BIDDING SCHEDULE (1968 APR)

(The following clause is applicable to contracts containing unit prices)

Payment for the various items listed in the Bidding Schedule shall constitute full compensation for furnishing all plant, labor, equipment, appliances, and materials, and for performing all operations required to complete the work in conformity with the drawings and specifications. All costs for work not specifically mentioned in the Bidding Schedule shall be included in the contract prices for the items listed. (ASPR 7–603.5)

54. EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (1971 MAR)

(a) This clause is applicable if the amount of this contract exceeds $2,500 and was entered into by means of negotiation, including small business restricted advertising, but is not applicable if this contract was entered into by means of formal advertising.

(b) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1–20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(c) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under the subcontract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1–20, as appropriate, have access to and

the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (i) purchase orders not exceeding $2,500 (ii) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(d) The periods of access and examination described in (b) and (c) above for records which relate to (i) appeals under the "Disputes" clause of this contract, (ii) litigation or the settlement of claims arising out of the performance of this contract, or (iii) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of. (ASPR 7-104.15)

55. PRIORITIES, ALLOCATIONS, AND ALLOTMENTS (1971 APR)

(The following clause is applicable to rateable contracts)

The Contractor shall follow the provisions of DMS Reg. 1 and all other applicable regulations and orders of the Bureau of Domestic Commerce in obtaining controlled materials and other products and materials needed to fill this order. (ASPR 7-104.18)

56. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – PRICE ADJUSTMENT (1970 JAN)

(The following clause is applicable if this contract is in excess of $100,000)

(a) This clause shall become operative only with respect to any modification of this contract which involves aggregate increases and/or decreases in costs plus applicable profits in excess of $100,000 unless the modification is priced on the basis of adequate competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. The right to price reduction under this clause is limited to defects in data relating to such modification.

(b) If any price, including profit, or fee, negotiated in connection with any price adjustment under this contract was increased by any significant sums because:

(i) the Contractor furnished cost or pricing data which was not complete, accurate and current as certified in the Contractor's Certificate of Current Cost or Pricing Data;

(ii) a subcontractor, pursuant to the clause of this contract entitled "Subcontractor Cost or Pricing Data" or "Subcontractor Cost or Pricing Data – Price Adjustments" or any subcontract clause therein required, furnished cost or pricing data which was not complete, accurate and current as certified in the subcontractor's Certificate of Current Cost or Pricing Data;

(iii) a subcontractor or prospective subcontractor furnished cost or pricing data which was required to be complete, accurate and current and to be submitted to support a subcontract cost estimate furnished by the Contractor but which was not complete, accurate and current as of the date certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(iv) the Contractor or a subcontractor or prospective subcontractor furnished any data, not within (i), (ii) or (iii) above, which was not accurate, as submitted;

the price shall be reduced accordingly and the contract shall be modified in writing as may be necessary to reflect such reduction. However, any reduction in the contract price due to defective subcontract data of a prospective subcontractor, when the subcontract was not subsequently awarded to such subcontractor, will be limited to the amount (plus applicable overhead and profit markup) by which the actual subcontract, or actual cost to the Contractor if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor, *provided* the actual subcontract price was not affected by defective cost or pricing data.

Note: Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with certain subcontracts, it is expected that the contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the contractor. However, the inclusion of such a clause and the terms thereof are matters for negotiation and agreement between the contractor and the subcontractor, *provided* that they are consistent with ASPR 23-203 relating to Disputes provisions in subcontracts. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by his lower tier subcontractors. (ASPR 7-104.29(b))

57. INTEREST (1972 MAY)

Notwithstanding any other provision of this contract, unless paid within thirty (30) days, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code) shall bear interest from the date due until paid and shall be subject to adjustments as provided by Part 6 of Appendix E of the Armed Services Procurement Regulation, as in effect on the date of this contract. The interest rate per annum shall be the interest rate in effect which has been established by the Secretary of the Treasury pursuant to Public Law 92-41; 85 STAT 97 for the Renegotiation Board, as of the date the amount becomes due as herein provided. Amounts shall be due upon the earliest one of (i) the date fixed pursuant to this contract; (ii) the date of the first written demand for payment, consistent with this contract, including demand consequent upon default termination; (iii) the date of transmittal by the Government to the Contractor of a proposed supplemental agreement to confirm completed negotiations fixing the amount; or (iv) if this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or in connection with a negotiated pricing agreement not confirmed by contract supplement. (ASPR 7-104.39)

58. AUDIT BY DEPARTMENT OF DEFENSE (1971 APR)

(The following clause is applicable unless this contract was entered into by formal advertising and is not in excess of $100,000)

(a) *General.* The Contracting Officer or his representatives shall have the audit and inspection rights described in the applicable paragraphs (b), (c) and (d) below.

(b) *Examination of Costs.* If this is a cost reimbursement type, incentive, time and materials, labor hour, or price redeterminable contract, or any combination thereof, the Contractor shall maintain, and the Contracting Officer or his representatives shall have the right to

examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract. Such right of examination shall include inspection at all reasonable times of the Contractor's plants, or such parts thereof, as may be engaged in the performance of this contract.

(c) *Cost or Pricing Data.* If the Contractor submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the United States Government shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation, pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted. Additionally, in the case of pricing any change or modification exceeding $100,000 to formally advertised contracts, the Comptroller General of the United States or his representatives who are employees of the United States Government shall have such rights. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.

(d) *Reports.* If the Contractor is required to furnish Cost Information Reports (CIR) or Contract Fund Status Reports (CFSR), the Contracting Officer or his representatives shall have the right to examine books, records, documents, and supporting materials, for the purpose of evaluating (i) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports, and (ii) the data reported.

(e) *Availability.* The materials described in (b), (c) and (d) above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit, or reproduction, until the expiration of three years from the date of final payment under this contract or such lesser time specified in Appendix M of the Armed Services Procurement Regulation, and for such longer period, if any, as is required by applicable statute, or by other clauses of this contract, or by (1) and (2) below:

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three years from the date of any resulting final settlement.

(2) Records which relate to appeals under the "Disputes" clause of this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of.

(f) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (f), in all subcontracts hereunder, except altered as necessary for proper identification of the contracting parties and the Contracting Officer under the Government prime contract. (ASPR 7–104.41(a))

59. SUBCONTRACTOR COST OR PRICING DATA – PRICE ADJUSTMENTS (1970 JAN)

(The following clause is applicable if this contract is in excess of $100,000)

(a) Paragraphs (b) and (c) of this clause shall become operative only with respect to any modification made pursuant to one or more provisions of this contract which involves aggregate increases and/or decreases in costs plus applicable profits expected to exceed $100,000. The requirements of this clause shall be limited to such modifications.

(b) The Contractor shall require subcontractors hereunder to submit cost or pricing data under the following circumstances: (i) prior to the award of any subcontract the amount of which is expected to exceed $100,000 when entered into; (ii) prior to the pricing of any subcontract modification which involves aggregate increases and/or decreases in costs plus applicable profits expected to exceed $100,000; except where the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

(c) The Contractor shall require subcontractors to certify that to the best of their knowledge and belief the cost and pricing data submitted under (b) above is accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract change or modification.

(d) The Contractor shall insert the substance of this clause including this paragraph (d) in each subcontract which exceeds $100,000. (ASPR 7–104.42(b))

60.1 GOVERNMENT – FURNISHED PROPERTY (SHORT FORM) (1964 NOV)

(The following clause is applicable when Government Property having an acquisition cost of $25,000 or less is furnished to or acquired by the Contractor)

(a) The Government shall deliver to the Contractor, for use only in connection with this contract, the property described in the schedule or specifications (hereinafter referred to as "Government–furnished property"), at the times and locations stated therein. If the Government–furnished property, suitable for its intended use, is not so delivered to the Contractor, the Contracting Officer shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this contract pursuant to the procedures of the "Changes" clause hereof.

(b) Title to Government–furnished property shall remain in the Government. The Contractor shall maintain adequate property control records of Government–furnished property in accordance with sound industrial practice.

(c) Unless otherwise provided in this contract, the Contractor, upon delivery to him of any Government–furnished property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereto except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of this contract.

(d) The Contractor shall, upon completion of this contract, prepare for shipment, deliver f.o.b. origin, or dispose of all Government–furnished property not consumed in the performance of this contract or not theretofore delivered to the Government, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or paid in such other manner as the Contracting Officer may direct. (ASPR 7–104.24(f))

60.2 GOVERNMENT PROPERTY (FIXED PRICE) (1968 SEP)

(The following clause is applicable when Government Property having an acquisition cost in excess of $25,000 is furnished to or acquired by the Contractor)

(a) *Government–Furnished Property.* The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the property described as Government–furnished property in the Schedule or specifications, together with such related data and information as the Contractor may request and as may reasonably be required for the intended use of such property (hereinafter referred to as "Government–furnished property"). The delivery or performance dates for the supplies or services to be furnished by the Contractor under this contract are based upon the expectation that Government–furnished property suitable for use (except for such property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates. In the event that Government–furnished property is not delivered to the Contractor by such time or times, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay, if any, occasioned the Contractor thereby, and shall equitably adjust the delivery or performance dates or the contract price, or both, and any other contractual provision affected by any such delay, in accordance with the procedures provided for in the clause of this contract entitled "Changes." Except for Government–furnished property furnished "as is," in the event the Government–furnished property is received by the Contractor in a condition not suitable for the intended use the Contractor shall, upon receipt thereof, notify the Contracting Officer of such fact and, as directed by the Contracting Officer, either (i) return such property at the Government's expense or otherwise dispose of the property, or (ii) effect repairs or modifications. Upon the completion of (i) or (ii) above, the Contracting Officer upon written request of the Contractor shall equitably adjust the delivery or performance dates or the contract price, or both, and any other contractual provision affected by the rejection or disposition, or the repair or modification, in accordance with the procedures provided for in the clause of this contract entitled "Changes." The foregoing provisions for adjustment are exclusive and the Government shall not be liable to suit for breach of contract by reason of any delay in delivery of Government–furnished property or delivery of such property in a condition not suitable for its intended use.

(b) *Changes in Government–furnished Property*

(1) By notice in writing, the Contracting Officer may (i) decrease the property provided or to be provided by the Government under this contract, or (ii) substitute other Government–owned property for property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct with respect to the removal and shipping of property covered by such notice.

(2) In the event of any decrease in or substitution of property pursuant to subparagraph (1) above, or any withdrawal of authority to use property provided under any other contract or lease, which property the Government had agreed in the Schedule to make available for the performance of this contract, the Contracting Officer, upon the written request of the Contractor (or, if the substitution of property causes a decrease in the cost of performance, on his own initiative), shall equitably adjust such contractual provisions as may be affected by the decrease, substitution, or withdrawal, in accordance with the procedures provided for in the "Changes" clause of this contract.

(c) *Title.* Title to all property furnished by the Government shall remain in the Government. In order to define the obligations of the parties under this clause, title to each item of facilities, special test equipment, and special tooling (other than that subject to a "Special Tooling" clause) acquired by the Contractor for the Government pursuant to this contract shall pass to and vest in the Government when its use in the performance of this contract commences, or upon payment therefor by the Government, whichever is earlier, whether or not title previously vested. All Government–furnished property, together with all property acquired by the Contractor title to which vests in the Government under this paragraph, is subject to the provisions of this clause and is hereinafter collectively referred to as "Government property." Title to Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty.

(d) *Property Administration.* The Contractor shall comply with the provisions of Appendix B, Armed Services Procurement Regulation, as in effect on the date of the contract, which is hereby incorporated by reference and made a part of this contract. Material to be furnished by the Government shall be ordered or returned by the Contractor, when required, in accordance with the "Manual for Military Standard Requisitioning and Issue Procedure (MILSTRIP) for Defense Contractors" (Appendix H, Armed Services Procurement Regulation) as in effect on the date of this contract, which Manual is hereby incorporated by reference and made a part of this contract.

(e) *Use of Government Property.* The Government property shall, unless otherwise provided herein or approved by the Contracting Officer, be used only for the performance of this contract.

(f) *Utilization, Maintenance and Repair of Government Property.* The Contractor shall maintain and administer, in accordance with sound industrial practice, and in accordance with applicable provisions of Appendix B, a program for the utilization, maintenance, repair, protection, and preservation of Government property until disposed of by the Contractor in accordance with this clause. In the event that any damage occurs to Government property the risk of which has been assumed by the Government under this contract, the Government shall replace such items or the Contractor shall make such repair of the property as the Government directs; *provided,* however, that if the Contractor cannot effect such repair within the time required, the Contractor shall dispose of such property in the manner directed by the Contracting Officer. The contract price includes no compensation to the Contractor for the performance of any repair or replacement for which the Government is responsible, and an equitable adjustment will be made in any contractual provisions affected by such repair or replacement of Government property made at the direction of the Government, in accordance with the procedures provided for in the "Changes" clause of this contract. Any repair or replacement for which the Contractor is responsible under the provisions of this contract shall be accomplished by the

Contractor at his own expense.

(g) *Risk of Loss.* Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss of or damage to Government property provided under this contract upon its delivery to him or upon passage of title thereto to the Government as provided in paragraph (c) hereof, except for reasonable wear and tear and except to the extent that such property is consumed in the performance of this contract.

(h) *Access.* The Government, and any persons designated by it, shall at all reasonable times have access to the premises wherein any Government property is located, for the purpose of inspecting the Government property.

(i) *Final Accounting and Disposition of Government Property.* Upon the completion of this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in the performance of this contract (including any resulting scrap) or not theretofore delivered to the Government, and shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid in such other manner as the Contracting Officer may direct.

(j) *Restoration of Contractor's Premises and Abandonment.* Unless otherwise provided herein, the Government:

(i) may abandon any Government property in place, and thereupon all obligations of the Government regarding such abandoned property shall cease; and

(ii) has no obligation to the Contractor with regard to restoration or rehabilitation of the Contractor's premises, neither in case of abandonment (paragraph (j)(i) above), disposition on completion of need or of the contract (paragraph (i) above), nor otherwise, except for restoration or rehabilitation costs which are properly included in an equitable adjustment under paragraph (b) above.

(k) *Communications.* All communications issued pursuant to this clause shall be in writing or in accordance with the "Manual for Military Standard Requisitioning and Issue Procedure (MILSTRIP) for Defense Contractors" (Appendix H, Armed Services Procurement Regulation). (ASPR 7–104.24(a))

61. DISPUTES CONCERNING LABOR STANDARDS (1965 JAN)

Disputes arising out of the labor standards provisions of this contract shall be subject to the Disputes clause except to the extent such disputes involve the meaning of classifications or wage rates contained in the wage determination decision of the Secretary of Labor or the applicability of the labor provisions of this contract which questions shall be referred to the Secretary of Labor in accordance with the procedures of the Department of Labor. (ASPR 7–603.26)

62. VARIATIONS IN ESTIMATED QUANTITIES (1968 APR)

Where the quantity of a pay item in this contract is an estimated quantity and where the actual quantity of such pay item varies more than fifteen percent (15%) above or below the estimated quantity stated in this contract, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred fifteen percent (115%) or below eighty–five percent (85%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contracting Officer shall, upon receipt of a written request for an extension of time within ten (10) days from the beginning of such delay, or within such further period of time which may be granted by the Contracting Officer prior to the date of final settlement of the contract, ascertain the facts and make such adjustment for extending the completion date as in his judgment the findings justify. (ASPR 7–603.27)

63. PROGRESS CHARTS AND REQUIREMENTS FOR OVERTIME WORK (1965 JAN)

(a) The Contractor shall within 5 days or within such time as determined by the Contracting Officer, after date of commencement of work, prepare and submit to the Contracting Officer for approval a practicable schedule, showing the order in which the Contractor proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plant and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The Contractor shall enter on the chart the actual progress at such intervals as directed by the Contracting Officer, and shall immediately deliver to the Contracting Officer three copies thereof. If the Contractor fails to submit a progress schedule within the time herein prescribed, the Contracting Officer may withhold approval of progress payment estimates until such time as the Contractor submits the required progress schedule.

(b) If, in the opinion of the Contracting Officer, the Contractor falls behind the progress schedule, the Contractor shall take such steps as may be necessary to improve his progress and the Contracting Officer may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the Government.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this provision shall be grounds for determination by the Contracting Officer that the Contractor is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part thereof, in accordance with the clause of the contract entitled "Termination for Default – Damages for Delay – Time Extensions." (ASPR 7–603.48)

64. VALUE ENGINEERING INCENTIVE (1974 APR)

(a) Application. This clause applies to a Contractor developed and documented Value Engineering Change Proposal (VECP) which:

(i) requires a change to this contract to implement the VECP; and

(ii) reduces the contract price without impairing essential function or characteristics, provided that it is not

based solely on a change in deliverable end item quantities.

(b) Documentation. As a minimum, the following information shall be submitted by the contractor with each VECP:

(i) a description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each; justification where function or characteristics of a work item is being altered; and the effect of the change on the performance of the end item;

(ii) an analysis and itemization of the requirements of the contract which must be changed if the VECP is accepted and a recommendation as to how to make each such change (e.g., a suggested specification revision);

(iii) a separate detailed cost estimate for both the existing contract requirement and the proposed change to provide an estimate of the reduction in costs, if any, that will result from acceptance of the VECP, taking into account the costs of development and implementation by the Contractor (including any amount attributable to subcontracts in accordance with paragraph (f) below);

(iv) a prediction of any effects the proposed change would have on related costs to the Military Department such as Government furnished property costs, and costs of maintenance and operation;

(v) a statement of the time by which a change order adopting the VECP must be issued so as to obtain the maximum cost reduction during the remainder of this contract, noting any effect on the contract completion time or delivery schedule; and

(vi) identification of any previous submission of the VECP, including the dates submitted, the agencies involved, the numbers of the Government contracts involved, and the previous actions by the Government, if known.

(c) Submission. To expedite a determination, VECPs shall be submitted to the Resident Engineer at the worksite with a copy to the Contracting Officer. Proposals shall be processed expeditiously; however, the Government shall not be liable for any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any VECP at any time prior to acceptance by the Government.

(d) Acceptance. The Contracting Officer may accept, in whole or in part, by contract modification any VECP submitted pursuant to this clause. The Contracting Officer may accept the VECP even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall remain obligated to perform in accordance with this contract. Contract modifications made pursuant to this clause will so state. The decision of the Contracting Officer as to the acceptance of any VECP under this contract shall be final and shall not be subject to the "Disputes" clause of this contract.

(e) Sharing. If a VECP submitted by the Contractor pursuant to this clause is accepted, the contract price shall be adjusted without regard to profit in accordance with the following provisions:

(i) Definition:

(A) Instant contract savings to the Contractor (ICS) are the estimated reduction in the Contractor's cost of performance resulting from the acceptance of the VECP. The proposed cost reduction includes estimated allowable Contractor development and implementation costs (CC). The Contractor's development and implementation costs include any subcontractor development and implementation costs (see (f) below). For purposes of this clause, Contractor development costs are those costs incurred after the Contractor has identified a specific VE project and prior to acceptance and implementation by the Government.

(B) Government Costs (GC) are those DOD costs which directly result from development and implementation of the VECP, such as test and evaluation of the VECP.

(ii) Calculations and Actions.
Multiply ICS by 45% and GC by 55%. Add these two results, e.g., (.45 ICS + .55 GC) and subtract from the contract price.

(f) Subcontracts. The Contractor shall include appropriate VE arrangements in any subcontract of $50,000 or greater, and may include such arrangements in contracts of lesser value. To compute any adjustment in the contract price under paragraph (e) above, the Contractor's cost of development and implementation of a VECP which is accepted under this contract shall include any development and implementation costs of a subcontractor, and any VE incentive payments to a subcontractor, which clearly pertain to such VECP. However, no such payment or accrual to a subcontractor will be permitted, either as a part of the Contractor's development or implementation costs or otherwise, to reduce the Government's share.

(g) Data. The Contractor may restrict the Government's right to use any sheet of a VECP or of the supporting data, submitted pursuant to this clause, in accordance with the terms of the following legend if it is marked on such sheet:

> "This data furnished pursuant to the Value Engineering Incentive clause of contract _____ shall not be disclosed outside the Government, or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a VECP submitted under said clause. This restriction does not limit the Government's right to use information contained in this data if it is or has been obtained, or is otherwise available, from the Contractor or from another source, without limitations. If such

a VECP is accepted by the Government under said contract after the use of this data in such an evaluation, the Government shall have the right to duplicate, use, and disclose any data reasonably necessary to the full utilization of such VECP as accepted, in any manner and for any purpose whatsoever, and have others so do."

In the event of acceptance of a VECP, the Contractor hereby grants to the Government all rights to use, duplicate or disclose, in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so, any data reasonably necessary to fully utilize such VECP. (ASPR 7–602.50)

65. PRICING OF ADJUSTMENTS (1970 JUL)

When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" clause or any other provision of this contract, such costs shall be in accordance with Section XV of the Armed Services Procurement Regulation as in effect on the date of this contract. (ASPR 7–103.26)

66. LISTING OF EMPLOYMENT OPENINGS (1973 SEP)

(This clause is applicable pursuant to 41 CFR 50–250 if this contract is for $2,500 or more.)

(a) The Contractor, to provide special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era, agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at the appropriate office of the State employment service system wherein the opening occurs and to provide reports to such office regarding employment openings and hires as may be required.

(b) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment service or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non–veterans. Listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants referred by the employment service system. Nothing contained herein is intended to relieve the Contractor from any requirements in any Executive Order or regulation regarding nondiscrimination in employment.

(c) (1) Reports required shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local State employment service office or, where the Contractor has more than one establishment in a State, with the central office of that State employment service. Such reports shall indicate for each establishment (i) the number of individuals who were hired during the reporting period, (ii) the number of those hired who were disabled veterans, and (iii) the number of those hired who were non–disabled veterans of the Vietnam era. The Contractor shall maintain copies of the reports submitted until the expiration of one year after final payment under the contract, during which time they shall be made available, upon request, for examination by any authorized representatives of the Contracting Officer or the Secretary of Labor.

(2) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, he shall advise the employment service system in each state wherein he has establishments, of the name and location of each such establishment in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State employment service system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when he is no longer bound by this contract clause.

(3) If the contract is for less than $10,000 or if it is with a State or local government, the procedures set forth in subparagraphs (1) and (2) of this paragraph (c) are not required.

(d) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(e) This clause does not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer–union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer–union arrangements for that opening.

(f) As used in this clause:

(1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a basis of less than $18,000 per year. This term includes full–time employment, temporary employment of more than three (3) days' duration, and part–time employment.

(2) "Appropriate office of the State employment service system" means the local office of the Federal–State national system of public employment offices with assigned responsibility for serving the area of the establishment where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies), and includes any openings which the Contractor proposes to fill from regularly established "recall" and "rehire" lists.

(4) "Openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer–union hiring arrangement" means employment openings for which no consideration will be given to persons outside of a special hiring arrangement, including openings which the Contractor proposes to fill from union hiring halls, which is part of the customary and traditional employment relationship existing between the Contractor and representatives of his employees.

(5) "Disabled veteran" means a person entitled to disability compensation under laws administered by the Veterans Administration for disability rated at thirty percent (30%) or more, or a person whose discharge or release from active duty was for a disability incurred or aggravated in line of duty.

(6) "Veteran of the Vietnam era" means a person who was discharged or released within the 48 months preceding his application for employment covered under this part and who (i) served on active duty for a period of more than 180 days, any part of which occurred after August 5, 1964, and was discharged or released therefrom with other than a dishonorable discharge, or (ii) was discharged or released from active duty for service-connected disability if any part of such duty was performed after August 5, 1964.

(g) The Contractor agrees to place this clause (excluding this paragraph (g)) in any subcontract directly under this contract provided, such subcontract is for $2,500 or more. (Subcontracts for personal services are exempted from this requirement.)

(h) Failure of the Contractor to comply with the requirements of this clause may result in termination for default of the contract concerned. (ASPR 7-103.27)

67. UTILIZATION OF MINORITY BUSINESS ENTERPRISES (1971 NOV)

(a) It is the policy of the Government that Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

(b) The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly-owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American Eskimos, and American Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation. (ASPR 7-104.36(a))

68. MINORITY BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM (1971 NOV)

(The following clause is applicable if this contract is in excess of $500,000)

(a) The Contractor agrees to establish and conduct a program which will enable minority business enterprises (as defined in the clause, entitled, "Utilization of Minority Business Enterprises") to be considered fairly as subcontractors and suppliers under this contract. In this connection, the Contractor shall:

(1) Designate a liaison officer who will administer the Contractor's "Minority Business Enterprises Program."

(2) Provide adequate and timely consideration of the potentialities of known minority business enterprises in all "make-or-buy" decisions.

(3) Assure that known minority business enterprises will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of minority business enterprises.

(4) Maintain records showing (i) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of minority business enterprises, (ii) awards to minority business enterprises on the source list, and (iii) specific efforts to identify and award contracts to minority business enterprises.

(5) Include the "Utilization of Minority Business Enterprises" clause in subcontracts which offer substantial minority business enterprise subcontracting opportunities.

(6) Cooperate with the Contracting Officer in any studies and surveys of the Contractor's minority business enterprises procedures and practices that the Contracting Officer may from time to time conduct.

(7) Submit periodic reports of subcontracting to known minority business enterprises with respect to the records referred to in subparagraph (4) above, in such form and manner and at such time (not more often than quarterly) as the Contracting Officer may prescribe.

(b) The Contractor further agrees to insert, in any subcontract hereunder which may exceed $500,000 provisions which shall conform substantially to the language of this clause, including this paragraph (b), and to notify the Contracting Officer of the names of such subcontractors. (ASPR 7-104.36(b))

69. PAYMENT OF INTEREST ON CONTRACTORS' CLAIMS (1972 MAY)

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the "Disputes" clause of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41; 85 STAT 97 for the Renegotiation Board, from the date the Contractor furnishes to the Contracting Officer his written appeal pursuant to the "Disputes" clause of this contract, to the date of (i) a final judgment by a court of competent jurisdiction, or (ii) mailing to the Contractor of a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a Board of Contract Appeals.

(b) Notwithstanding (a) above, (i) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal; and (ii) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a Board of Contract Appeals or a court of competent jurisdiction. (ASPR 7-104.82)

70. ENVIRONMENTAL LITIGATION (1973 JAN)(OCE)

(a) If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, and such order is based solely on acts or omissions of the U.S. Government, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the "Suspension of Work" clause of this contract. The period of such suspension, delay, or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

(b) The term "environmental litigation", as used herein, means a lawsuit alleging that the U.S. Government has not duly considered, either substantively or procedurally, the effect of the work on the environment. (ECI 7-671.10)

71. LOCAL AFFIRMATIVE ACTION PLAN (1972 DEC)(REVISED)

(a) As used in this clause:

(1) "Hometown Plan" or "Plan" means the formal agreement among contractors, unions, and minority representatives described in the solicitation from which this contract resulted;

(2) "the covered area" means the geographical area described in the solicitation from which this contract resulted;

(3) "Director, OFCC" means the Director, Office of Federal Contract Compliance, United States Department of Labor, or any person to whom he delegates authority; and

(4) "minority" means Negro, Spanish-surnamed American, Oriental, and American Indian, and includes both men and women.

(b) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, he shall include in each such subcontract exceeding $10,000 the provisions of this clause and any applicable minority manpower utilization goals under this contract, which shall be adopted by his subcontractor, who shall with regard to his own employees and subcontractors be bound thereby to the full extent as if he were the Contractor.

(c) If the Contractor is signatory to the Plan either individually or through an association, his affirmative action program shall be in accordance with the Plan. In such case, paragraphs (a), (b), (c), (1) and (m) of this clause shall apply. However, to the extent that the Contractor, or any subcontractor at any tier, employs construction trades that are not covered by the Plan, all of the provisions of this clause shall apply. For the purposes of this paragraph (c), construction trades shall be considered not covered by the Plan: (i) if the Contractor violates a substantial requirement of the Plan or ceases to be signatory thereto; (ii) if the Director, OFCC, determines that the Plan is no longer an acceptable affirmative action plan; (iii) if the employing subcontractor is not or ceases to be signatory to the Plan, either individually or through an association; (iv) if the construction trade is not one of the trades participating in the Plan; or (v) if the construction trade, though participating, is not subject to a specific goal for minority manpower utilization and has not been exempted from such a goal by the Director, OFCC.

(d) If the Contractor is not signatory to the Plan, his affirmative action program shall be in accordance with this clause. However, if the Contractor subsequently becomes signatory to the Plan, his affirmative action program shall be in accordance with the Plan, subject to the provisions of paragraph (c) above.

(e) The Contractor shall make good faith efforts to meet at least the minimum minority manpower utilization goals set forth in the solicitation from which this contract resulted. These goals constitute a commitment of the manhours of employment and training of minority workers the Contractor will undertake in each construction trade as a percentage of the total manhours to be worked in that construction trade on all of the Contractor's construction work in the covered area during the term of this contract. The percentage of manhours for minority employment and training shall be substantially uniform throughout the term of this contract for each construction trade and for all projects. Minority employees or trainees shall not be transferred from employer-to-employer or from project-to-project for the sole purpose of meeting minority manpower utilization goals.

(f) Minority manpower utilization goals shall be satisfied, whenever possible, by employment of qualified minority journeymen; provided, however, that the Contractor shall comply with the "Apprentices and Trainees" clause of this contract.

(g) In order for the nonworking training hours of trainees to be counted in meeting the minority manpower utilization goals, 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, and the trainees must be trained pursuant to established training programs which must be the equivalent, with respect to the nature, extent and duration of training offered, of the training programs provided for in the Plan.

(h) The Contractor shall take affirmative action to increase his minority manpower utilization, which action shall be at least as extensive and as specific as the following steps:

(i) Notify community organizations that the Contractor has employment opportunities available and maintain records of the organizations' response.

(ii) 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. If such worker was neither sent to the union hiring hall for referral, nor employed by the Contractor, the Contractor's file should document this fact and the reasons therefor.

(iii) Promptly notify the Director, OFCC, when any union 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.

(iv) Participate in training programs in the area, especially those funded by the Department of Labor.

(v) Disseminate his EEO policy within his own organization by including it in any policy manual; by publicizing it in company newspapers, annual report, 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.

(vi) 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.

(vii) 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.

(viii) Make specific efforts to encourage present minority employees to recruit their friends and relatives.

(ix) Validate all man specifications, selection

requirements, tests, etc.

(x) Make every effort to provide after-school, summer and vacation employment to minority youths.

(xi) 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 his obligations under this Local Affirmative Action Plan clause.

(xii) Continually inventory and evaluate all minority personnel for promotion opportunities and encourage minority employees to seek such opportunities.

(xiii) Make sure that seniority practices, job classifications, etc., do not have a discriminatory effect.

(xiv) Make certain that all facilities and company activities are non-segregated.

(xv) Continually monitor all personnel activities to ensure that his EEO policy is being carried out.

(xvi) Solicit bids for subcontracts from available minority subcontractors engaged in the trades covered by his commitment, including circulation of minority contractor associations.

(i) The Contractor shall not, in any event, utilize the goals, timetables or affirmative action steps in such a manner as to cause or result in discrimination against any person on account of race, color, religion, sex or national origin.

(j) The Contractor shall be deemed to have met his commitment to the minority manpower utilization goals if he has not denied equal employment opportunity and if his minority manpower utilization rate meets the goals on the total of all of the Contractor's work in the covered area. The minority manpower utilization of subcontractors shall not be considered in determining whether the Contractor has met the minority manpower utilization goals. The Contractor shall not be found to be in noncompliance with the obligations of the affirmative action plan solely because of failure to meet the applicable minority manpower utilization goals. In the event of such a failure, the Contractor shall be given the opportunity to demonstrate that he has instituted all of the affirmative action steps specified in (h) above and has made every good faith effort to make these steps work toward the attainment of the goals, all to the purpose of expanding minority manpower utilization on all his projects in the covered area. If the Contractor meets the goals or if he can demonstrate that he has made every "good faith" effort to meet those goals, no formal sanctions or proceedings leading toward sanctions shall be instituted unless it is otherwise determined that he is not providing equal employment opportunity. If the Contractor has failed to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or his obligations hereunder, action will be taken to impose such sanctions as may be appropriate under the Executive Order and the regulations. When the Government proceeds with such formal action, it has the burden of proving that the Contractor has not met the requirements of his commitment hereunder, but proof of the Contractor's failure to meet the goals shall shift to him the requirement to come forward with evidence to show that he has met the "good faith" requirements of his commitment. It shall be no excuse that a union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.

(k) In the event that any work or activity under this contract takes place in a year later than the latest year for which an acceptable range of minority manpower utilization was provided in the solicitation from which this contract resulted, the goals for said latest year shall apply.

(l) The Contractor, and his subcontractors at any tier, shall not enter into any subcontract or subcontract modification subject to Executive Order 11246 of September 24, 1965, as amended, with any person or firm debarred from, or who has been determined not to be a "responsible" bidder for, Government contracts and federally assisted construction contracts pursuant to the Executive Order. The Contractor, and his subcontractors at any tier, shall carry out such sanctions and penalties for violation of the Equal Opportunity clause of this contract, including suspension, termination and cancellation of existing subcontracts, as may be imposed or ordered by the Director, OFCC. The Contractor, or his subcontractors at any tier, shall be deemed to be in noncompliance with this clause, the Equal Opportunity clause, and Executive Order 11246, as amended, for any failure to carry out such sanctions and penalties.

(m) The Contractor shall keep records and file reports relating to the provisions hereof as may be required by the Government.

SUPERSEDEAS DECISION

STATE: Arizona
DECISION NUMBER: AQ-1085

COUNTY: Statewide*
DATE: Date of Publication

Supersedes Decision No. AQ-1072 dated January 25, 1974, in 39 FR 3374.

DESCRIPTION OF WORK: Building Construction (excluding single family homes and garden type apartments up to and including 4 stories), heavy and highway construction.

*Establish a point 35 miles due north from the City Hall of the City of Flagstaff and establish another point 35 miles due north from the City Hall of the City of Kingman, then draw a straight line from the first point to the second point and extend that same line to the intersection of the Arizona - Nevada State Line. Establish a third point 35 miles due north of the City Hall of the City of Holbrook and draw a straight line from the first point to the third point and from the third point extend a line due east to the intersection of the Arizona-New Mexico State Line.

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
ASBESTOS WORKERS	$8.98	.50	.65		.01	
BOILERMAKERS	7.95	.60	1.00	.50	.02	
BRICKLAYERS; (Phoenix Area)						
Bricklayers; Manhole Builders; Stonemasons:						
Zone A (0-25 miles from the City Hall of Phoenix; Flagstaff and Yuma)	9.07	.50	.45		.03	
Zone B (25-40 miles from the City Hall of Phoenix; and Williams AFB)	9.52	.50	.45		.03	
Zone C (40-70 miles from the City Hall of Phoenix)	10.43	.50	.45		.03	
Zone D (70-100 miles from the City Hall of Phoenix)	10.88	.50	.45		.03	
Zone E (100-200 miles and over from the City Hall of Phoenix)	11.34	.50	.45		.03	
Zone F (200 miles and over from the City Hall of Phoenix)	11.79	.50	.45		.03	
BRICKLAYERS: (Tucson Area)						
Bricklayers; Stonemasons:						
Zone A (0-15 miles from Tucson City limits)	8.855	.50	.44		.06	
Zone B (Over 15 miles to 30 miles from Tucson City limits)	9.23	.50	.44		.06	
Zone C (Over 30 miles to 40 miles from Tucson City limits)	9.605	.50	.44		.06	
Zone D (Over 40 miles from Tucson City limits)	10.355	.50	.44		.06	

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	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
BRICKLAYERS: (Tucson Area) (Cont'd)						
Manhole Builders:						
Zone A (0-15 miles from Tucson City limits)	$9.105	.50	.44		.06	
Zone B (Over 15 miles to 30 miles from Tucson City limits)	9.48	.50	.44		.06	
Zone C (Over 30 miles to 40 miles from Tucson City limits)	9.855	.50	.44		.06	
Zone D (Over 40 miles from Tucson City limits)	10.60	.50	.44		.06	
CARPENTERS:						
(Central and Southern Areas):						
Carpenters; Drywall Applicator; Saw Filer; Shingler	8.25	.45	.60		.025	
Floorlayers (finish); Piledrivermen	8.50	.45	.60		.025	
Millwrights	8.625	.45	.60		.025	
(Northern Area)						
Carpenters; Drywall Applicator; Saw Filer; Shingler	10.125	.45	.60		.025	
Floorlayers (finish); Piledrivermen	10.375	.45	.60		.025	
Millwrights	10.50	.45	.60		.025	
CEMENT MASONS:						
(Central and Southern Area)						
Cement Masons	7.985	.50	.60		.025	
Concrete troweling machine; Sawing and scoring machine; Curb and gutter machine	8.13	.50	.60		.025	
(Northern Area)						
Cement Masons	9.96	.45	.65		.025	
Concrete troweling machine; Sawing and scoring machine; Curb and gutter machine	10.105	.45	.65		.025	
DRYWALL:						
(From Court House in Phoenix, Mesa, incl. Williams AFB and Luke AFB):						
Tapers:						
Zone A (0-40 miles)	8.48	.275		.50	.04	
Zone B (40-60 miles)	9.48	.275		.50	.04	
Zone C (60 miles and over)	9.73	.275		.50	.04	
Texture Spraymen:						
Zone A (0-40 miles)	8.58	.275		.50	.04	
Zone B (40-60 miles)	9.58	.275		.50	.04	
Zone C (60 miles and over)	9.83	.275		.50	.04	

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AC-1085 P. 3

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
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 of each town)						
Electricians	$9.35	.40	1%+.60		1/2%	
Cable Splicers	9.55	.40	1%+.60		1/2%	
Zone B (All territorial jurisdiction allotted outside of Zone A)						
Electricians	10.85	.40	1%+.60		1/2%	
Cable Splicers	11.05	.40	1%+.60		1/2%	
ELECTRICIANS: (Gallup Area - Northern Apache County)						
Electricians	8.82	.25	1%		1/2%	
Cable Splicers	9.56	.25	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	9.775	.45	1%		1/2%	
Cable Splicers	10.025	.45	1%		1/2%	
Zone B (16-28 miles)						
Electricians	10.475	.45	1%		1/2%	
Cable Splicers	10.725	.45	1%		1/2%	
Zone C (28-46 miles)						
Electricians	11.075	.45	1%		1/2%	
Cable Splicers	11.325	.45	1%		1/2%	
Zone D (46 miles and over)						
Electricians	11.775	.45	1%		1/2%	
Cable Splicers	12.025	.45	1%		1/2%	

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	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
ELECTRICIANS: (Phoenix-Kingman-Prescott Area)						
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 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 Beloat Road. West on Beloat 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 including Luke and Williams Air Force Bases.)						
Electricians	$9.45	.40	1%+.60		3/4%	
Cable Splicers	9.92	.40	1%+.60		3/4%	

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AO-1085 P. 5

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
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: 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	$11.10	.40	1%+.60		3/4%	
Cable Splicers	11.66	.40	1%+.60		3/4%	
Zone C (Outside edge of Zone B and extend to the outside limits of the union's jurisdiction.)						
Electricians	11.93	.40	1%+.60		3/4%	
Cable Splicers	12.53	.40	1%+.60		3/4%	
ELECTRICIANS: (Tucson Area)						
Zone A (Area within 16 road miles from City Hall of Tucson and Douglas)						
Electricians	9.175	.45	1%+.60		1/2%	
Cable Splicers	9.425	.45	1%+.60		1/2%	
Zone B (From the 16th road mile and extend up to and incl. the 28th road mile from the City Hall in Tucson Only)						
Electricians	9.875	.45	1%+.60		1/2%	
Cable Splicers	10.125	.45	1%+.60		1/2%	
Zone C (From the 28th road mile and extend up to and incl. the 46th road mile from the City Hall in Tucson only)						
Electricians	10.475	.45	1%+.60		1/2%	
Cable Splicers	10.725	.45	1%+.60		1/2%	

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	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
ELECTRICIANS: (Tucson Area) (Cont'd)						
Zone D (From the 46th road mile and extend to the outside limits of the Units Jurisdiction and (Douglas Zone D shall be from the 16th road mile and extend to the outside limits of the Units Jurisdiction)						
Electricians	$11.175	.45	1%+.60		1/2%	
Cable Splicers	11.425	.45	1%+.60		1/2%	
ELECTRICIANS: (Yuma Area)						
Zone A (Yuma North of Colorado River, East to County Avenue 5E, South to County 16, West to County, Avenue E; Cities of Somerton and Parker)						
Electricians	9.075	.45	1%+.60		1%	
Cable Splicers	9.825	.45	1%+.60		1%	
Zone B (1-16 miles from Zone A)						
Electricians	9.575	.45	1%+.60		1%	
Cable Splicers	10.325	.45	1%+.60		1%	
Zone C (16-42 miles from Zone A)						
Electricians	10.075	.45	1%+.60		1%	
Cable Splicers	10.825	.45	1%+.60		1%	
Zone D (42 miles from Zone A and out)						
Electricians	10.525	.45	1%+.60		1%	
Cable Splicers	11.275	.45	1%+.60		1%	
GLAZIERS (Statewide (except the Northern and Central parts of Apache, Coconino, Mohave and Navajo and the Northern half of Yavapai County)	7.37	.35	.30	.52	.01	
ELEVATOR CONSTRUCTORS	9.21	.195	.20	2%+a		
ELEVATOR CONSTRUCTORS' HELPERS	70%JR	.195	.20	2%+a		
ELEVATOR CONSTRUCTORS' HELPERS (PROB.)	50%JR					
IRONWORKERS:						
(Central and Southern Area)	8.58	.58	.625		.04	
(Northern Area)	10.21	.58	.625		.04	
PAINTERS: (Flagstaff Area)						
Zone A (From Flagstaff Court House to 20 miles)						
Brush; Glaziers; Soft floor layers	7.47	.38	.20	.50	.10	
Brush, steel and bridge	7.97	.38	.20	.50	.10	
Spray	7.92	.38	.20	.50	.10	
Spray, steel and bridge	8.47	.38	.20	.50	.10	
Zone B (20-35 miles from Court House in Flagstaff)						
Brush; Glaziers; Soft floor layers	7.97	.38	.20	.50	.10	
Brush, steel and bridge	8.47	.38	.20	.50	.10	
Spray	8.42	.38	.20	.50	.10	
Spray, steel and bridge	8.97	.38	.20	.50	.10	

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	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
PAINTERS: (Flagstaff Area)(Cont'd)						
Zone C (35-100 miles from Court House in Flagstaff)						
Brush; Glaziers; Soft floor layers	$8.72	.38	.20	.50	.10	
Brush, steel and bridge	9.22	.38	.20	.50	.10	
Spray	9.17	.38	.20	.50	.10	
Spray, steel and bridge	9.72	.38	.20	.50	.10	
Zone D (100 miles and over from Court House in Flagstaff)						
Brush; Glaziers; Soft floor layers	8.97	.38	.20	.50	.10	
Brush, steel and bridge	9.47	.38	.20	.50	.10	
Spray	9.42	.38	.20	.50	.10	
Spray, steel and bridge	9.97	.38	.20	.50	.10	
PAINTERS: (Phoenix Area)						
Zone A (0-40 miles from Court House in Phoenix, Mesa and including Luke and Williams Air Force Bases):						
Brush; Soft floor layers	7.54	.40	.35	.50	.05	
Spray	7.79	.40	.35	.50	.05	
Steel and bridge, brush	7.89	.40	.35	.50	.05	
Steel and bridge, spray	8.09	.40	.35	.50	.05	
Zone B (41-60 miles from Court House in Phoenix):						
Brush; Soft floor layers	8.54	.40	.35	.50	.05	
Spray	8.79	.40	.35	.50	.05	
Steel and bridge, brush	8.89	.40	.35	.50	.05	
Steel and bridge, spray	9.09	.40	.35	.50	.05	
Zone C (60 miles and over from Court House in Phoenix):						
Brush; Soft floor layers	9.04	.40	.35	.50	.05	
Spray	9.29	.40	.35	.50	.05	
Steel and bridge, brush	9.39	.40	.35	.50	.05	
Steel and bridge, spray	9.59	.40	.35	.50	.05	
PAINTERS: (Tucson Area)						
Zone A (1-30 miles from Tucson Post Office):						
Brush	6.25	.29	.25		.02	
Spray	6.75	.29	.25		.02	
Steel and bridge, brush	7.20	.29	.25		.02	
Steel and bridge, spray	7.70	.29	.25		.02	
Zone B (31-40 miles from Tucson Post Office)						
Brush	7.00	.29	.25		.02	
Spray	7.50	.29	.25		.02	
Steel and bridge, brush	7.95	.29	.25		.02	
Steel and bridge, spray	8.45	.29	.25		.02	

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	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
PAINTERS: (Tucson Area) (Cont'd)						
Zone C (41-50 miles from Tucson Post Office):						
Brush	$7.25	.29	.25		.02	
Spray	7.75	.29	.25		.02	
Steel and bridge, brush	8.20	.29	.25		.02	
Steel and bridge, spray	8.70	.29	.25		.02	
Zone D (51 miles and over from Tucson Post Office);						
Brush	7.50	.29	.25		.02	
Spray	8.00	.29	.25		.02	
Steel and bridge, brush	8.45	.29	.25		.02	
Steel and bridge, spray	8.95	.29	.25		.02	
PLASTERERS (Phoenix Area):						
Zone A (0-30 miles from Phoenix)	8.495	.35	.65		.035	
Zone B (30-40 miles from Phoenix)	8.995	.35	.65		.035	
Zone C (40-50 miles from Phoenix)	9.245	.35	.65		.035	
Zone D (50 miles and over from Phoenix)	10.12	.35	.65		.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	.35	.60			
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.	8.10	.50	1.07	1.00	.10	
Zone II (15-30 miles)	8.40	.50	1.07	1.00	.10	
Zone III (30-45 miles)	8.75	.50	1.07	1.00	.10	
Zone IV (Over 45 miles)	9.85	.50	1.07	1.00	.10	

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	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
ROOFERS (Tucson Area):						
Asbestos; Shingles; Tile and Waterproofing:						
Zone A (0-44 miles from Tucson)	$6.92	.40	.20		.02	
Zone B (Over 44 miles from Tucson)	8.17	.40	.20		.02	
ROOFERS (Phoenix Area)						
Roofers and Waterproofers	7.35	.40	.20		.02	
SHEET METAL WORKERS:						
Zone Bases - From the Administration Building or City Hall in Flagstaff, Holbrook, Phoenix, Prescott and Yuma):						
Zone I (0-25 miles)	9.02	.40	.56		.02	
Zone II (25-50 miles)	9.67	.40	.56		.02	
Zone III (50 miles and over)	11.52	.40	.56		.02	
SHEET METAL WORKERS:						
Zone Bases - From the Administration Building or City Hall in Douglas and Tucson:						
Zone A (0-17 miles)	7.58	.58	1.15		.01	
Zone B (18-23 miles)	8.03	.58	1.15		.01	
Zone C (24-31 miles)	8.48	.58	1.15		.01	
Zone D (32-43 miles)	9.08	.58	1.15		.01	
Zone E (44 miles and over)	9.53	.58	1.15		.01	
SPRINKLER FITTERS	9.30	.40	.60		.07	
LINE CONSTRUCTION:						
Zone I (Phoenix and Tucson 30 mile radius from center of Town):						
Groundman	7.22	.23	1%+.35		1/2%	
Equipment operators; Powdermen; Mechanics	8.33	.23	1%+.35		1/2%	
Linemen; Technician; Crane operator; Lineman welder	8.85	.23	1%+.35		1/2%	
Cable splicers	9.17	.23	1%+.35		1/2%	
Zone I-A (Douglas, Flagstaff, Globe, Kingman, Prescott and Yuma 10 mile radius from center of Town):						
Groundman	7.84	.23	1%+.35		1/2%	
Equipment operators; Powdermen; Mechanics	8.91	.23	1%+.35		1/2%	
Linemen; Technician; Crane operator; Lineman welder	9.43	.23	1%+.35		1/2%	
Cable splicers	9.78	.23	1%_.35		1/2%	
Zone II (Other Areas)						
Groundman	8.43	.23	1%+.35		1/2%	
Equipment operators; Powdermen; Mechanics	9.49	.23	1%+.35		1/2%	
Linemen; Technicians; Crane Operator; Lineman welder	10.00	.23	1%+.35		1/2%	
Cable splicers	10.30	.23	1%+.35		1/2%	

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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.

AQ-1085 P. 11

LABORERS	Basic Hourly Rates	Fringe Benefits Payments: H & W	Pensions	Vacation	App. Tr.	Others
GROUP I 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 Hwy.; Form strippers; Labor, general or construction; Landscape gardener and nurseryman; Packing rod steel and pans; Rip rap stoneman; Astro turf layer.						
CENTRAL and SOUTHERN AREA	$5.86	.50	.60		.06	
NORTHERN AREA	7.485	.50	.60		.06	
GROUP II CEMENT FINISHER TENDER; Concrete curer (impervious membrane); Cutting torch operator; Fine grader (highway, engineering and sewer work only); Kettleman - Tarman; Power type concrete buggy; Lazer beam operator.						
CENTRAL and SOUTHERN AREA	5.97	.50	.60		.06	
NORTHERN AREA	7.595	.50	.60		.06	
GROUP III SANDER; CHUCKTENDER (except tunnel); Creosote tieman; Guinea chaser; Powderman helper; Rip-rap stone paver; Sandblaster (pot tender); Spikers and wrenchers.						
CENTRAL and SOUTHERN AREA	6.08	.50	.60		.06	
NORTHERN AREA	7.705	.50	.60		.06	
GROUP IV 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).						
CENTRAL and SOUTHERN AREA	6.16	.50	.60		.06	
NORTHERN AREA	7.785	.50	.60		.06	

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LABORERS: (cont'd)	Basic Hourly Rates	Fringe Benefits Payments: H & W	Pensions	Vacation	App. Tr.	Others
GROUP V 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; Pipe layer (including but not limited to non-metallic, transite and plastic pipe, water pipe, sewer pipe, drain pipe, undergound tile and conduit); Rock slinger; Scaler (using Bos'ns Chair of safety belt); Tampers (mechanical-all types); Precast manhole erector.						
CENTRAL and SOUTHERN AREA	$6.30	.50	.60		.06	
NORTHERN AREA	7.925	.50	.60		.06	
GROUP VI 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)						
CENTRAL and SOUTHERN AREA	6.605	.50	.60		.06	
NORTHERN AREA	8.23	.50	.60		.06	
GROUP VII CONCRETE ROAD FORM SETTER; Gunite nozzleman or rodman; Drillers, Joy Mustang, PR 143, 2200 Gardner-Denver, Hydrasonic; Powder man; Scaler (drillers); Welders and/or pipelayers installing process piping.						
CENTRAL and SOUTHERN AREA	7.115	.50	.60		.06	
NORTHERN AREA	8.74	.50	.60		.06	
MASON TENDERS						
CENTRAL and SOUTHERN AREA	6.465	.50	.60		.06	
PLASTER TENDERS						
CENTRAL and SOUTHERN AREA	6.78	.50	.60		.06	

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LABORERS (cont'd) (TUNNEL and SHAFT WORKERS)	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
GROUP I						
BULL GANG, MUCKERS, TRACKMAN; DUMPMEN; Concrete crew (includes rodders and spreaders); Grout crew; Swamper (brakeman and switchmen on tunnel work)						
CENTRAL and SOUTHERN AREA	6.055	.50	.60		.06	
NORTHERN AREA	7.68	.50	.60		.06	
GROUP II						
NIPPER; CHUCKTENDER, CABLETENDER; Vibratorman, Jackhammer, Pneumatic tools (except driller)						
CENTRAL and SOUTHERN AREA	6.19	.50	.60		.06	
NORTHERN AREA	7.815	.50	.60		.06	
GROUP III						
GROUT GUNMAN						
CENTRAL and SOUTHERN AREA	6.29	.50	.60		.06	
NORTHERN AREA	7.915	.50	.60		.06	
GROUP IV						
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						
CENTRAL and SOUTHERN AREA	6.39	.50	.60		.06	
NORTHERN AREA	8.015	.50	.60		.06	
GROUP IV - A						
MINERS - Tunnel (hand or machine)						
CENTRAL and SOUTHERN AREA	6.59	.50	.60		.06	
NORTHERN AREA	8.215	.50	.60		.06	
GROUP V						
DIAMOND DRILL						
CENTRAL and SOUTHERN AREA	6.725	.50	.60		.06	
NORTHERN AREA	8.35	.50	.60		.06	
GROUP V - A						
SHAFT AND RAISE MINER WELDER						
CENTRAL and SOUTHERN AREA	6.925	.50	.60		.06	
NORTHERN AREA	8.55	.50	.60		.06	

POWER EQUIPMENT OPERATORS	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
GROUP I						
Air compressor operator; Field equipment servicemen helper; Heavy duty repair helper; Heavy duty welder helper; Oiler; Pump operator						
CENTRAL and SOUTHERN AREA	$6.65	.55	.60		.03	
NORTHERN AREA	8.275	.55	.60		.03	
GROUP II						
Conveyor operator; Generator operator-portable; Power grizzly operator; Self-propelled chip spreading machine - conveyor operator; Watch fireman; Welding machine operator - gasoline and diesel power						
CENTRAL and SOUTHERN AREA	6.98	.55	.60		.03	
NORTHERN AREA	8.605	.55	.60		.03	
GROUP III						
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						
CENTRAL and SOUTHERN AREA	7.40	.55	.60		.03	
NORTHERN AREA	9.025	.55	.60		.03	
GROUP IV						
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						
CENTRAL and SOUTHERN AREA	7.87	.55	.60		.03	
NORTHERN AREA	9.495	.55	.60		.03	

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POWER EQUIPMENT OPERATORS (cont'd)

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
GROUP V						
Aggregate plant operator (including crushing, screening and sand plants, etc.); Asphalt plant mixer operator; Belcrete 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						
CENTRAL and SOUTHERN AREA	$8.34	.55	.60		.03	
NORTHERN AREA	9.965	.55	.60		.03	

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	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
GROUP V-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, Bulldozer, Scraper) up to 400 net horsepower rating; Trenching machine operator						
CENTRAL and SOUTHERN AREA	$8.61	.55	.60		.03	
NORTHERN AREA	10.235	.55	.60		.03	
GROUP VI						
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; Fork-lift 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, Clam-shell, etc. up to 8 cu. yds.						
CENTRAL and SOUTHERN AREA	8.91	.55	.60		.03	
NORTHERN AREA	10.535	.55	.60		.03	

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POWER EQUIPMENT OPERATORS (cont'd)	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
GROUP VII						
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						
CENTRAL and SOUTHERN AREA	$9.44	.55	.60		.03	
NORTHERN AREA	11.065	.55	.60		.03	

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TRUCK DRIVERS	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
GROUP I						
PICKUP; Station wagon; Teamsters						
CENTRAL and SOUTHERN AREA	$6.01	.50	.60		.03	
NORTHERN AREA	7.635	.50	.60		.03	
GROUP II						
BUGGYMOBILE, 1 C.Y. OR LESS; Bulk cement spreader (2 or 3 axle); Bus driver; Dump (2 or 3 axle); Flatrack (2 or 3 axle); Water (under 2500 gal.)						
CENTRAL and SOUTHERN AREA	6.12	.50	.60		.03	
NORTHERN AREA	7.745	.50	.60		.03	
GROUP III						
BULK CEMENT SPREADER (4 AXLE); Dump (4 axle); Dumptor or dumpster, less than 7 c.y.; Flatrack (4 axle); Water (2500 gal. but less than 4000 gal.)						
CENTRAL and SOUTHERN AREA	6.28	.50	.60		.03	
NORTHERN AREA	7.905	.50	.60		.03	
GROUP IV						
BULK CEMENT SPREADER (5 AXLE); Dump (5 axle); Dumptor or dumpster, 7 c.y. but less than 16 c.y.; Flaherty spreader or similar type equipment or leverman; Flatrack (5 axle); Slurry type equipment or leverman; Transit mix, 8 c.y. or less mixer capacity						
CENTRAL and SOUTHERN AREA	6.57	.50	.60		.03	
NORTHERN AREA	8.195	.50	.60		.03	
GROUP V						
BULK CEMENT SPREADER (6 AXLE); Dump (6 axle); Flatrack (6 axle); Rock truck (Dart, Euclid and other similar type end dumps, single unit) less than 16 c.y.						
CENTRAL and SOUTHERN AREA	6.70	.50	.60		.03	
NORTHERN AREA	8.325	.50	.60		.03	
GROUP V-A						
OIL TANKER OR SPREADER TRUCK DRIVER and/or bootman, retortman or leverman						
CENTRAL and SOUTHERN AREA	6.84	.50	.60		.03	
NORTHERN AREA	8.465	.50	.60		.03	

TRUCK DRIVERS: (cont'd)	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
GROUP VI					
BULK CEMENT SPREADER (7 AXLE); Concrete pump truck driver, (when integral part of transit mix truck); Dump (7 axle); Flatrack (7 axle); Hydro lift, Swedish crane, Iowa 300 and similar types; Pats carrier fork lift or lift truck; Transit mix, over 10.5 c.y. but less than 16 c.y. mixer					
CENTRAL and SOUTHERN AREA	$6.95	.50	.60		.03
NORTHERN AREA	8.575	.50	.60		.03
GROUP VII					
BULK CEMENT SPREADER (8 AXLE); Dump (8 axle); Flatrack (8 axle)					
CENTRAL and SOUTHERN AREA	7.29	.50	.60		.03
NORTHERN AREA	8.915	.50	.60		.03
GROUP VIII					
OFF-HIGHWAY EQUIPMENT DRIVER (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, incl. pulling water tanks, fuel tank, or other teamsters classifications; Bulk Cement spreader (9 axle); Dump (9 axle); Dumptor or dumpster, 16 c.y. and over; Eject-alls; Flatrack (9 axle); Rock truck (dart, euclid, or other similar end dump types) 16 c.y. and over					
CENTRAL and SOUTHERN AREA	7.705	.50	.60		.03
NORTHERN AREA	9.33	.50	.60		.03
HEAVY DUTY MECHANIC/WELDER; Body and Fender man					
CENTRAL and SOUTHERN AREA	8.62	.50	.60		.03
NORTHERN AREA	10.245	.50	.60		.03
FIELD EQUIPMENT SERVICEMAN OR FUEL TRUCK DRIVER					
CENTRAL and SOUTHERN AREA	8.36	.50	.60		.03
NORTHERN AREA	9.985	.50	.60		.03
HEAVY DUTY MECHANIC/WELDER HELPER					
CENTRAL and SOUTHERN AREA	6.70	.50	.60		.03
NORTHERN AREA	8.325	.50	.60		.03

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
DECISION #1085 - Mod. #1					
(39 FR 5932-February 15, 1974)					
Statewide Arizona					
Change:					
Electricians (Flagstaff Area):					
Zone A:					
Electricians	$9.45	.40	1%+.60		1/2%
Cable Splicers	9.65	.40	1%+.60		1/2%
Zone B					
Electricians	10.95	.40	1%+.60		1/2%
Cable Splicers	11.15	.40	1%+.60		1/2%
Painters (Flagstaff Area):					
Zone A					
Brush; Glaziers; Soft Floor Layers	7.75	.38	.20	.50	.10
Brush, steel and bridge	8.25	.38	.20	.50	.10
Spray	8.20	.38	.20	.50	.10
Spray, steel and bridge	8.75	.38	.20	.50	.10
Zone B					
Brush; Glaziers; Soft Floor Layers	8.25	.38	.20	.50	.10
Brush, steel and bridge	8.75	.38	.20	.50	.10
Spray	8.70	.38	.20	.50	.10
Spray, steel and bridge	9.25	.38	.20	.50	.10
Zone C					
Brush; Glaziers; Soft Floor Layers	9.00	.38	.20	.50	.10
Brush, steel and bridge	9.50	.38	.20	.50	.10
Spray	9.45	.38	.20	.50	.10
Spray, steel and bridge	10.00	.38	.20	.50	.10
Zone D					
Brush; Glaziers; Soft Floor Layers	9.25	.38	.20	.50	.10
Brush; Steel and bridge	9.75	.38	.20	.50	.10
Spray	9.70	.38	.20	.50	.10
Spray, steel and bridge	10.25	.38	.20	.50	.10
Painters (Tucson Area):					
Zone A					
Brush	6.75	.47	.25		.02
Spray	7.25	.47	.25		.02
Steel and bridge, brush	7.50	.47	.25		.02
Steel and bridge, spray	8.00	.47	.25		.02
Zone B					
Brush	$7.50	.47	.25		.02
Spray	8.00	.47	.25		.02
Steel and bridge, brush	8.25	.47	.25		.02
Steel and bridge, spray	8.75	.47	.25		.02
Zone C					
Brush	7.75	.47	.25		.02
Spray	8.25	.47	.25		.02
Steel and bridge, brush	8.50	.47	.25		.02
Steel and bridge, spray	9.00	.47	.25		.02
Zone D					
Brush	8.00	.47	.25		.02
Spray	8.50	.47	.25		.02
Steel and bridge, brush	8.75	.47	.25		.02
Steel and bridge, spray	9.25	.47	.25		.02
Add: (Tucson Area)					
Soft Floor Layers	7.25	.38			

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Adj. Tr.
DECISION NO. AO-1085 - Mod. #2 (39 FR 5652-February 15, 1974) Statewide, Arizona					
Change:					
Boilermakers	8.50	.65	1.00	.50	.02
Electricians (Gallup Area - Northern Apache County)					
Electricians	9.18	.25	1%		1/2%
Cable Splicers	9.95	.25	1%		1/2%
Line Construction:					
Zone I (Phoenix and Tucson 30 mile radius from center of Town)					
Groundman	7.60	.42	7%		1/2%
Equipment operators; Powdermen; Mechanics	8.78	.42	7%		1/2%
Linemen; Technician; Crane operator; Linemen Welder	9.33	.42	7%		1/2%
Cable Splicers	9.65	.42	7%		1/2%
Zone I-A (Douglas, Flagstaff, Globe, Kingman, Prescott and Yuma 10 mile radius from center of Town)					
Groundman	8.25	.42	7%		1/2%
Equipment operators; Powderman; Mechanics	9.38	.42	7%		1/2%
Linemen; Technicians; Crane Operator; Linemen Welder	9.93	.42	7%		1/2%
Cable Splicers	10.50	.42	7%		1/2%
Zone II (Other Areas)					
Groundman	$8.87	.42	7%		1/2%
Equipment Operators; Powdermen; Mechanics	10.00	.42	7%		1/2%
Linemen; Technicians; Crane Operator; Linemen Welder	10.53	.42	7%		1/2%
Cable Splicers	10.85	.42	7%		1/2%

DECISION #AQ-1085 - Mod. #3
(39 FR 5952-February 15, 1974)
Statewide, Arizona

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
Change:					
Drywall:					
(From Court House in Phoenix, Mesa, incl. Williams AFB and Luke AFB)					
Tapers:					
Zone A (0-40 miles)	$8.70	.415		.50	.07
Zone B (41-60 miles)	10.20	.415		.50	.07
Zone C (61 miles & over)	10.95	.415		.50	.07
Texture Spraymen:					
Zone A (0-40 miles)	8.80	.415		.50	.07
Zone B (41-60 miles)	10.30	.415		.50	.07
Zone C (61 miles and over)	11.05	.415		.50	.07
Sprinkler Fitters	9.70	.50	.70		.08
Add:					
Yuma Area					
Painters, brush	7.20				

DECISION NO. AO-1085 - Mod. #4
(39 FR 5952 - February 15, 1974)
Statewide, Arizona

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
Change:					
Electricians (Yuma Area)					
Zone A:					
Electricians	$9.78	.45	7%		1%
Cable Splicers	10.03	.45	7%		1%
Zone B:					
Electricians	10.48	.45	7%		1%
Cable Splicers	10.73	.45	7%		1%
Zone C:					
Electricians	11.08	.45	7%		1%
Cable Splicers	11.33	.45	7%		1%
Zone D:					
Electricians	11.78	.45	7%		1%
Cable Splicers	12.03	.45	7%		1%

Reference
DACW09-75-B-0002

SPECIFICATIONS

for

PLANTING AND SEEDING

at

DREAMY DRAW DAM

PHOENIX, ARIZONA

Gila River Basin, Arizona and New Mexico

Appropriation: 96x3122 Construction General
Corps of Engineers, Civil

Authority: Public Law 92-134

U S Army Engineer District
Los Angeles
Corps of Engineers

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10A	Seeding
10B	Planting of Trees and Shrubs

PART I

SPECIAL PROVISIONS

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2. Liquidated Damages
3. Contract Drawings, Maps and Specifications
4. Contractor Submittals
5. Physical Data
6. Layout of Work
7. Quantity Surveys
8. Damage to Work
9. Performance of Work By Contractor
10. Contractor Quality Control
11. Los Angeles City License Taxes
12. Progress Schedule

1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK. (JAN.1965) The Contractor will be required to commence work under this contract within 5 calendar days after the date of receipt by him of notice to proceed, to prosecute said work diligently, and to complete the entire work ready for use not later than 45 calendar days after the date of receipt of notice to proceed except seeding and planting. Seeding and planting shall be accomplished as soon as practicable and within time limits stated in the Technical Provisions or directed by the Contracting Officer. The time stated for completion shall include final clean-up of the premises.

2. LIQUIDATED DAMAGES. (JAN. 1965). In case of failure on the part of the Contractor to complete the work within the time fixed in the contract or any extensions thereof, the Contractor shall pay the Government as liquidated damages, pursuant to the clause of this contract entitled "Terminations for Default-Damages for Delay-Time Extensions," the sum of $65.00 for each day of delay.

3. CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS. (JAN.1965).

3.1 Ten sets of large scale contract drawings, maps and specifications will be furnished the Contractor without charge, except for applicable publications incorporated into the Technical Provisions by reference. Additional sets will be furnished on request at the cost of reproduction. The work shall conform to the following contract drawings and maps, all of which form a part of these specifications and are available in the office of the U. S. Army Engineer District, Los Angeles, 300 North Los Angeles Street, Los Angeles, California.

Drawing No. (District File No.)	Title
223/115	Seeding and Paving - Vicinity Map and Index
223/116	Planting and Seeding - Area 1
223/117	Planting and Seeding - Area 2
223/118	Planting and Seeding - Area 3

3.2 Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

3.3 The Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify the Contracting Officer of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large scale drawings shall in general govern small scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby.

4. CONTRACTOR SUBMITTALS.

4.1 General. The Contractor shall submit for approval all shop drawings, certificates of compliance and/or equipment lists called for under the various headings of these specifications. These drawings, certificates and lists shall be complete and detailed. If approved by the Contracting Officer, each copy of the drawings, certificates, or lists will be identified as having received such approval by being so stamped and dated. The Contractor shall make any corrections required by the Contracting Officer. Unless otherwise specified in the Technical Provisions, the number of copies to be submitted shall be as stated herein. The Contractor shall complete ENG Form 4025, "Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer's Certificates of Compliance for Approval" and forward 6 copies of same with each set of shop drawings, certificates of compliance, or equipment lists submitted. Blank ENG Forms 4025 will be furnished by the Contracting Officer on request. Each shop drawing submitted for approval shall have, in the lower right hand corner just above the title, a white space 3 inches x 4 inches in which the Contracting Officer can indicate the action taken. Shop drawings for submittal shall be either blue line or black line prints on a white background. Blueprints are not acceptable. Each shop drawing, certificate of compliance, and/or equipment list shall be identified with the following information as applicable:

Contract Number
Project Title and Location
Subcontractor's Name
Supplier's Name
Manufacturer's Name
Contract Specification and Paragraph Number
Contract Drawing File Number

4.2 Certificates of Compliance. (1969 MAY OCE) Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in six copies. Each certificate shall be signed by an authorized officer of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

4.3 Resubmittals. If a submittal is returned for correction or is not satisfactory and is disapprove by the Contracting Officer, the Contractor shall resubmit the corrected material in the same quantity, as specified for the original submittal, for approval within 14 calendar days after receipt by him of the disapproved material.

5. PHYSICAL DATA. (JAN. 1965).

5.1 General. nformation and data furnished or referred to below are furnished for the Contractor's information. However, it is expressly understood that the Government will not be responsible for any interpretation or conclusion drawn therefrom by the Contractor.

5.2 The physical conditions indicated on the drawings and in the specifications are the result of site investigations by surveys.

5.3 Transportation Facilities. The Southern Pacific Company serves the area adjacent to the site of the work. The Contractor shall investigate the availability of sidings and shall make all arrangements with the railroad company for any siding, spurs, or other facilities necessary for the delivery of materials to be used on the work. The Contractor shall make his own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress at the site of the work. It shall be the Contractor's responsibility to construct and maintain at his own expense, any haul roads required for construction operations

6. LAYOUT OF WORK. (1965 APR OCE)

6.1 The Government will establish the following at the site of the work:

a. Boundaries of the working area.

b. All necessary information relating to lines and grades will be made available to the Contractor.

6.2 The Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the contract drawings, subject to such modifications as the Contracting Officer may require to meet changed conditions or as a result of necessary modifications to the contract work.

6.3 The Contractor shall furnish, at his own expense, such stakes, templates, platforms, equipment, tools and materials, and all labor as may be required in laying out any part of the work. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Contracting Officer until authorized to remove them, and if such marks are destroyed, by the Contractor or through his negligence prior to their authorized removal they may be replaced by the Contracting Officer, at his discretion, and the expense of replacement will be deducted from any amounts due or to become due the Contractor. The Contracting Officer may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking of the work.

7. QUANTITY SURVEYS (APR. 1968)

7.1 The Contractor shall make such surveys and computations as are necessary to determine the quantities of work performed or placed during each period for which a progress payment is to be made. The Contractor shall also make original and final surveys. The Government will make such computations as are necessary to determine the quantities of work performed or finally in place. Unless waived by the Contracting Officer in each specific case, quantity surveys made by the Contractor shall be made under the direction of a representative of the Contracting Officer.

7.2 All original field notes, computations and other records of the Contractor for the purposes of layout, original, progress and final surveys shall be recorded in duplicating field books, the original pages of which shall be furnished promptly in ring binders to the representative of the Contracting Officer at the site of the work and shall be used by the Contracting Officer to the extent necessary in determining the proper amounts of progress and final payments.

8. *DAMAGE TO WORK. (1966 MAR OCE) The responsibility for damage to any part of the permanent work* shall be as set forth in the clause of the contract entitled "Permits and Responsibilities." However, if, in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood or earthquake, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor will make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work an equitable adjustment pursuant to Clause 3, Changes, of the contract, will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense, regardless of the cause of such damage.

9. PERFORMANCE OF WORK BY CONTRACTOR. (JAN. 1965). The Contractor shall perform on the site, and with his own organization, work equivalent to at least 35 percent of the total amount of work to be performed under the contract. If during the progress of the work hereunder the Contractor requests a reduction in such percentage, and the Contracting Officer determines that it would be to the Government's advantage, the percentage of the work required to be performed by the Contractor may be reduced; provided, written approval of such reduction is obtained by the Contractor from the Contracting Officer.

10. CONTRACTOR QUALITY CONTROL. The Contractor shall provide and maintain an effective quality control program that complies with General Provision 32 of the contract entitled "Contractor Inspection System."

10.1 The Contractor shall establish a quality control system to perform sufficient inspection and tests of all items of work, including that of his subcontractors, to ensure conformance to applicable specifications and drawings with respect to the materials, workmanship, construction, finish, functional performance, and identification. This control will be established for all construction except where the Technical Provisions of the contract provide for specific Government control by inspections, tests or other means. The Contractor's control system will specifically include the surveillance and tests required in the Technical Provisions of the contract specifications.

10.2 The Contractor's quality control system is the means by which he assures himself that his construction complies with the requirements of the contract plans and specifications. The controls shall be adequate to cover all construction operations and should be keyed to the proposed construction sequence.

10.3 The Contractor's job supervisory staff may be used for quality control, supplemented as necessary by additional personnel for surveillance, special technicians, or testing facilities to provide capability for the controls required by the Technical Provisions of the specifications. Prior approval is required for facilities, equipment, and personnel used by the Contractor in performing the specified tests

10.4 After the contract is awarded and before construction operations are started, the Contractor shall meet with the Contracting Officer, or his representative, and discuss quality control requirements. The meeting shall develop mutual understanding relative to details of the system, including the forms to be used for recording the quality control operations, inspections, administration of the system, and the interrelationship of Contractor and Government inspection.

10.5 The Contractor shall submit for approval within 10 days after the receipt of the Notice to Proceed a quality control plan which shall include the procedures, instructions, and reports to be used. This document will include as a minimum:

(1) The quality control organization.

(2) Number and qualifications of personnel to be used for this purpose.

(3) Authority and responsibilities of quality control personnel.

(4) Methods of quality control including that for his subcontractor's work.

(5) Test methods including, as specified, name of qualified testing laboratory to be used.

(6) Method of documenting quality control operation, inspection, and testing.

(7) A copy of a letter of direction to the Contractor's representative responsible for the quality control, outlining his duties and responsibilities, and signed by a responsible officer of the firm.

10.6 Unless specifically authorized in writing no construction shall be started until the Contractor's quality control plan is approved.

10.7 All compliance inspection will be recorded on an approved form, including but not limited to the specific items required in the Technical Section of the specifications entitled "General Requirements." This form, to include records of corrective action taken, will be furnished to the Government as required by the Contracting Officer.

10.8 If recurring deficiencies in an item or items indicate that the quality control system is not adequate, such corrective actions will be taken as directed by the Contracting Officer.

10.9 In the event the Contractor fails to satisfactorily perform any required inspections and tests; to submit timely, complete, and factual reports and test data; or otherwise comply with the quality control provisions, the Contracting Officer may provide these services from another source and all costs for providing these services will be deducted from payments due the Contractor.

11. LOS ANGELES CITY LICENSE TAXES. Notwithstanding any other provisions of this contract:

(a) The contract price includes allocable Los Angeles City License Taxes, including those taxes (hereinafter referred to as "additional taxes") resulting from the application of principles expressed by the Los Angeles City Attorney in his opinion, dated 2 March 1960. If, after the contract date, the Contractor is not required to pay or bear the burden, or obtains a credit or refund of all or a portion of said taxes from the City of Los Angeles, the contract price shall be decreased by the amount of such relief or refund allocable to this contract, or that amount shall be paid to the Government, as the Contracting Officer directs. The contract price shall be similarly decreased if the Contractor, through his fault or negligence or failure to follow instructions of the Contracting Officer as provided in (b) below, is required to pay or bear the burden or does not obtain a refund of any such taxes. Interest paid or credited to the Contractor incident to a refund of these taxes shall inure to the benefit of the Government to the extent that such interest was earned after the Contractor was paid or reimbursed by the Government for these taxes.

(b) The Contractor shall comply with the instructions of the Contracting Officer in order to obtain a reduction, credit or refund of Los Angeles City License Taxes, and the contract price shall be equitably adjusted to cover the costs of such compliance, including reasonable attorneys fees arising therefrom.

(c) The Contractor shall maintain accurate records showing the amount of Los Angeles License Taxes, and specifically the amount of additional taxes, included in the contract price. (D/A Circular 715-2-59 dtd 3 Feb 1967).

12. PROGRESS SCHEDULE.

12.1 Reference is made to the General Provision entitled "Progress Charts and Requirements for Overtime Work."

12.2 The Progress schedule shall provide for a uniform rate of progress throughout the entire construction period. Actual progress shall be entered on the schedule weekly. The determination of whether or not the work is behind schedule will be based upon a uniform rate of production in each feature of the work. Falling more than 5 calendar days behind the approved progress schedule in any feature of the work shall constitute sufficient grounds for a determination that the Contractor has fallen behind the progress schedule. Failure of the Contracting Officer to act under this provision shall in no way relieve the Contractor of the responsibility for completion of the work on schedule.

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PART II

TECHNICAL PROVISIONS

SECTION 1A

GENERAL REQUIREMENTS

Index

1. Project Facilities
2. Bulletin Board
3. Maintenance and Disposal of Project Facilities
4. Public Utilities, Notices, and Restrictions
5. Public Safety
6. Personal Clothing Standards
7. Occupation Safety and Health Act (OSHA) Standards
8. Qaulity Control
9. Water Contamination
10. Dust Control
11. Environment Protection

1. PROJECT FACILITIES. The Contractor shall construct and/or erect the following project facilities.

1.1 Bulletin Board at the Contractor's office.

1.2 Sanitary Facilities.

2. BULLETIN BOARD. A weatherproof bulletin board, approximately 36 inches wide and 30 inches high, with hinged glass door shall be provided adjacent to or mounted on the Contractor's project office. If adjacent to the office, the bulletin board shall be securely mounted on no less than 2 posts. Bulletin board and posts shall be painted or have other approved factory finish. The bulletin board shall be easily accessible at all times and shall contain wage rates, equal opportunity notice, and such other items required to be posted.

3. MAINTENANCE AND DISPOSAL OF PROJECT FACILITIES. The Contractor shall maintain the project facilities in good condition throughout the life of the project. Upon completion of work under this contract, the facilities covered under this section will remain the property of the Contractor and shall be removed from the site at his expense.

4. PUBLIC UTILITIES, NOTICES, AND RESTRICTIONS.

4.1 General. The approximate location of all pipe lines, power and communication lines, and other utilities known to exist within the limits of the work are indicated on the drawings. The sizes, locations, and names of owners of such utilities are given from available information, but their accuracy is not guaranteed. Except as otherwise indicated on the drawings, all existing utilities will be left in place and the Contractor shall conduct his operations in such a manner that the utilities will be protected from damage at all times, or arrangements shall be made by the Contractor for their relocation at the Contractor's own expense. The Contractor shall be responsible for any damage to utilities known to exist and shall reimburse the owners for such damage caused by his operations.

4.2 Utilities Not Shown. If the Contractor encounters, within the construction limits of the entire project, utilities not shown on the plans and not visible as of the date of this contract and if such utilities will interfere with construction operations, he shall immediately notify the Contracting Officer in writing to enable a determination by the Contracting Officer as to the necessity for removal or relocation. If such utilities are left in place, removed or relocated, as directed by the Contracting Officer, the Contractor shall be entitled to an equitable adjustment for any additional work or delay.

4.3 Notices.

4.3.1 Traffic Routing. The Contractor shall notify the Contracting Officer 7 days in advance of the time work will be started in areas requiring the rerouting of traffic, traffic lane striping, and removal of street signs. The foregoing shall apply to progressive modifications of traffic routings within an area in which work is in progress.

4.3.2 Police, Highway Patrol, and Fire Departments shall be notified by the Contractor whenever a street is to be closed to traffic. If the closing is to be of long duration, a single notification to each department on the last working day before closing will be sufficient. A single notification shall then be made at the time the street is again opened to traffic. If the closing is to be of short duration or if different sections of the street are to be closed at different times, notifications shall be made on a day-to-day basis.

4.3.3 Existing Beach Marks and R/W Markers. The Contractor shall notify the Contracting Officer, in writing, 7 days in advance of the time he proposes to remove any bench mark or right-of-way marker.

4.4 Restrictions.

4.4.1 Representatives of Other Agencies. Personnel representing owners and agencies may be present for various portions of the work. However, the Contractor will be responsible only to the Contracting Officer.

5. PUBLIC SAFETY. Attention is invited to the General Provision entitled "Permits and Responsibilities." The Contractor shall provide temporary fencing, barricades, and/or guards, as required, to provide protection in the interest of public safety. Whenever the Contractor's operations create a condition hazardous to the Public, he shall furnish at his own expense and without cost to the Government, such flagmen and guards as are necessary to give adequate warning to the public of any dangerous conditions to be encountered and he shall furnish, erect, or maintain such fences, barricades, lights, signs and other devices as are necessary to prevent accidents and avoid damage or injury to the public. Flagmen and guards, while on duty and assigned to give warning and safety devices shall conform to applicable city, county, and state requirements. Should the Contractor appear to be neglectful or negligent in furnishing adequate warning and protection measures, the Contracting Officer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor without additional cost to the Government. Should the Contracting Officer point out the inadequacy of warning and protective measures, such action of the Contracting Officer shall not relieve the Contractor from any responsibility for public safety or abrogate his obligation to furnish and pay for those devices. The installation of any general illumination shall not relieve the Contractor of his responsibility for furnishing and maintaining any protective facility.

6. PERSONAL CLOTHING STANDARDS.

6.1 Each employee shall be required to wear clothing suitable for the weather and job conditions of the work. At a minimum, the following personal clothing requirements shall be enforced:

6.1.1 Short sleeve shirts.

6.1.2 Long trousers.

6.1.3 Leather work shoes or other appropriate protective shoes or boots. Canvas shoes, tennis or deck shoes are not acceptable.

7. OCCUPATION SAFETY AND HEALTH ACT (OSHA) STANDARDS. The OCCUPATIONAL SAFETY and HEALTH ACT (OSHA) STANDARDS for CONSTRUCTION (Title 29, Code of Federal Regulations Part 1926 as revised from time to time) and the Corps of Engineers General Safety Requirements Manual, EM 385-1-1, are both applicable to this contract. The most stringent requirement of the two standards will be applicable.

8. QUALITY CONTROL. The Contractor shall inspect the work of his own forces and the work of all subcontractors for compliance with the contract requirements and record the results of the inspections. Legible copies of the daily inpsection reports shall be maintained by the Contractor at the project site at all times and the original copies of the "Construction Quality Control Report" shall be delivered to the Contracting Officer on the work day following the date of the report.

8.1 Control of on-site construction. The Contractor's control shall include three phases of inspection for all definable features of work, as follows:

8.1.1 Preparatory inspection shall be performed prior to beginning any work on any definable feature of work. It shall include a review of contract requirements; a check to assure that all materials and/or equipment have been tested, submitted, and approved; a check to assure that provisions have been made to provide required control testing; examination of the work area to ascertain that all preliminary work has been completed; and a physical examination of material and equipment to assure that they conform to approved shop drawings or submittal data and that all material and/or equipment are on hand.

8.1.2 Initial inspection shall be performed as soon as work begins on a representative portion of the particular feature of work and shall include examination of the quality of workmanship as well as a review of control testing for compliance with contract requirements.

8.1.3 Follow-up inspections shall be performed daily to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work.

8.2 The specified reports must be factual records of the Contractor's daily quality control activities and resulting actions. As such, they shall stress as major components of the report, the following:

(a) Phase of phases of construction underway during the time frame of the report.

(b) Type, number, and locations of inspections or tests that were made.

(c) Results of inspection, including nature of deficiencies observed and corrective actions taken or to be taken. If no inspections are listed on the report, it will be assumed that no inspections were made and that CQC is not being implemented.

(d) Report of tests performed, including those specified, with the results of the tests, including failures and remedial action to be taken. Test results including all computations shall be attached to the report form. Where test results cannot be completed by the time the report is submitted, a notation should be made that the test was performed and the approximate date test results will be available. Delayed test results shall be submitted with the report form on the date received.

(e) Data on weather conditions.

(f) Monitoring of materials and equipment upon arrival at the jobsite for compliance with submittal approvals, damage during transit, and proper storage.

9. WATER CONTAMINATION. In order to prevent contamination of water along beaches and waterways, all refuse, oil, greases, and other petroleum products; all toxic materials; all cement or concrete; or water containing such materials shall be disposed of in a manner to prevent their entry into water along beaches and waterways.

10. DUST CONTROL. The Contractor shall provide an acceptable plan for preventing the generation of dust due to his operation in construction zones, along haul routes, in equipment parking areas, and in waste areas located on the Base. This plan may consist of water sprinkling or an equivalent service.

11. ENVIRONMENT PROTECTION.

11.1 Applicable Regulations in order to prevent, and to provide for abatement and control of any environmental pollution arising from the demolition activities of the Contractor and his subcontractors in the performance of this contract, they shall comply with all applicable Federal, State, and local laws, and regulations concerning environmental pollution control and abatement, and all applicable provisions of the Corps of Engineers Manual, EM 385-1-1, entitled "General Safety Requirements," in effect on the date of solicitation, as well as the specific requirements stated elsewhere in the contract specifications.

11.2 Notification. The Contracting Officer will notify the Contractor in writing of any noncompliance with the foregoing provisions, the proposed plan, and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it was later determined that the Contractor was in compliance.

11.3 Subcontractors. Compliance with the provisions for environment protection by subcontractors will be the responsibility of the Contractor.

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SECTION 10A

SEEDING

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1. Applicable Publications
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4. Special Seeding and Mulching Equipment
5. Preparation of Ground Surface
6. Obtaining Topsoil
7. Placing Topsoil
8. Proportioning of Fertilizer
9. Planting Seed
10. Watering
11. Protection
12. Maintenance
13. Repair

1. APPLICABLE PUBLICATIONS. The following publications of the issues listed below, but referred to thereafter by basic designation only, form a part of this specifications to the extent indicated by the references thereto:

1.1 Association of Official Analytical Chemists (AOAC) Publication.

Official Methods of Analysis (11th Edition (1970)), Supplement 1 (October 1970), & Supplement 2 (October 1971)

2. MATERIALS.

2.1 Fertilizer of 10-20-20 grade, uniform in composition, free-flowing, and suitable for application with approved equipment, shall be provided. The fertilizer shall be delivered to the site in bags or other convenient containers, each fully labeled, conforming to the applicable state fertilizer laws, and bearing the name, trade name or trademark, and warranty of the producer.

2.2 Seed labeled in accordance with U. S. Department of Agriculture Rules and Regulations under the Federal Seed Act shall be furnished. Seed shall be furnished in sealed, standard containers unless written exception is granted. Seed that is wet or moldy or that has been otherwise damaged in transit or storage will not be acceptable.

2.2.1 Seed with the following minimum percentage by weight of pure live seed of each seed kind in the mixture in each lot shall be furnished:

Seed Kind 1	Percentage by Weight of Each Seed Kind in Mixture 2	Percentage by Weight of Pure Live Seed of Each Kind 3	Percentage by Weight of Pure Live Seed in Mixture 4
Lehmann Lovegrass (Eragrostis Lehmanniana)	10	82	8.2
Annual Rye (Lolium Multiflorum)	90	98	88.2
TOTAL pure live seed in mixture			96.4
Weed seed, not to exceed 1% by weight			1.0
Other than weed and pure live seed, maximum			2.6
		TOTAL	100.0

2.3 Soil for Repairs. For fills and topsoiling of areas to be repaired, soil shall be of at least equal quality to that which exists in areas adjacent to the area to be repaired. Soil shall be used that is free from roots, stones, and other materials that hinder grading, planting, and maintenance operations and that is free from objectionable weed seeds and toxic substances.

2.4 Topsoil. Natural, friable sandy loam topsoil, characteristic of representative soils in the vicinity that produce heavy growths of crops, grass, or other vegetation shall be furnished. Topsoil shall be free from roots, stones, and other materials that hinder grading, planting, and maintenance operations, and free from objectionable weed seeds and toxic substances.

2.5 Water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass, and shall be from a source approved prior to use.

2.6 Wood Cellulose Fiber Mulch, for use with the hydraulic application of grass seed and fertilizer, shall consist of specially prepared wood cellulose fiber, processed to contain no growth- or germination-inhibiting factors, and dyed an appropriate color to facilitate visual metering of application of the materials. The mulch material shall be supplied in packages having a gross weight not in excess of 100 pounds. The wood cellulose fiber shall contain not in excess of 10% moisture, air dry weight basis. The wood cellulose fiber shall be manufactured so that after addition and agitation in slurry tanks with fertilizers, grass seeds, water, and any other approved additives, the fibers in the material will become uniformly suspended to form a homogeneous slurry; and that when hydraulically sprayed on the ground, the material will form a blotter-like ground cover impregnated uniformly with grass seed; and which, after application, will allow the absorption of moisture and allow rainfall or mechanical watering to percolate to the underlying soil. Suppliers shall be prepared to certify that laboratory and field testing of their product has been accomplished, and that their product meets all the foregoing requirements based upon such testing.

3. SAMPLING AND TESTING shall be the responsibility of the Contractor and shall be performed at no additional cost to the Government. Sampling and testing shall be performed by an approved commercial testing laboratory or may be performed by the Contractor subject to approval. Tests shall be performed in sufficient number to insure that materials meet the specified requirements. Copies of the test results shall be furnished to the Contracting Officer.

3.1 Fertilizer. Duplicate copies of invoices shall be furnished. Invoices shall show quantities of each, grade of fertilizer, percentage of calcium oxide or magnesium oxide, as applicable. Upon completion of project, a final check of total quantities of fertilizer and limestone used will be made against total area treated, and if minimum rates of application have not been met, additional quantities of these materials to make up minimum application specified shall be distributed as directed.

3.2 Mulch. Within 5 days after award of contract, Contracting Officer shall be notified of sources from which mulch materials are available and the quantities thereof, and representative samples of the materials proposed for use shall be submitted for approval.

3.3 Seed. Contracting Officer shall be furnished duplicate signed copies of statement from vendor, certifying that each container of seed delivered is labeled in accordance with Federal Seed Act and is at least equal to requirements previously specified. This certification shall be obtained from vendor and shall be furnished on or with all copies of seed invoices.

3.4 Topsoil. Within 5 days after award of contract, the Contracting Officer shall be notified of the off-site sources from which topsoil is to be furnished. The material will be inspected to determine whether the selected soil is acceptable. Topsoil shall be approved prior to use. Topsoil shall be stripped to the approved depth.

4. SPECIAL SEEDING AND MULCHING EQUIPMENT.

4.1 Seeder. Equipment to be used for applying a seed-fertilizer mix over prepared slopes shall be a hydraulic seeder designed to pump and discharge a waterborne homogeneous slurry of seed, fertilizer, and wood cellulose fiber at the desired specified rate. The seeder shall be equipped with a power-driven agitator, and shall be capable of discharging up to 200 gallons per minute at 100 pounds pressure from a nozzle with clearance for 1/2-inch solids.

4.2 Wood Cellulose Fiber Mulch Spreader. Hydraulic equipment used for the application of fertilizer, seed, and slurry of prepared wood pulp shall have a built-in agitation system with an operating capacity sufficient to agitate, suspend, and homogeneously mix a slurry containing up to 40 pounds of fiber plus a combined total of 70 pounds of fertilizer solids for each 100 gallons of water. The slurry distribution lines shall be large enough to prevent stoppage. The discharge line shall be equipped with a set of hydraulic spray nozzles that will provide even distribution of the slurry on the various slopes to be mulched. The slurry tank shall have a minimum capacity of 1,000 gallons and shall be mounted on a traveling unit which may be either self-propelled or drawn by a separate unit that will place the slurry tank and spray nozzles near the areas to be mulched so as to provide uniform distribution without waste. The Contracting Officer may authorize equipment with smaller tank capacity provided that the equipment has the necessary agitation system and sufficient pump capacity to spray the slurry in a uniform coat over the surface of the area to be mulched.

5. PREPARATION OF GROUND SURFACE.

5.1 General. Equipment, in good condition, shall be provided for the proper preparation of the ground and for handling and placing all materials. Equipment shall be approved before work is started.

5.2 Clearing. Prior to grading and tilling, vegetation that may interfere with operations shall be mowed, grubbed, and raked; the collected material shall be burned or removed from the site, or when suitable, the material shall be used for mulch as directed. The surface shall be cleared of stumps, roots, cable, wire, and other materials that might hinder the work or subsequent maintenance.

5.3 Tillage. Areas to be treated and not topsoiled shall be tilled to a depth of at least 4 inches by plowing, disking, harrowing, or other approved operations until the condition of the soil is acceptable. The work shall be performed only during periods when, in the opinion of the Contracting Officer, beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed.

6. OBTAINING TOPSOIL. After inspection and approval of the source(s) of topsoil and prior to stripping, rank growth of vegetation, stones, and debris that might interfere with grading or later tillage operations shall be removed. Sod or other cover that cannot be disked or otherwise incorporated into the topsoil so that topsoil can be spread properly shall be removed.

7. PLACING TOPSOIL. Topsoil shall be distributed uniformly and spread evenly to an average thickness of 8 inches, with a minimum thickness of 6 inches. Topsoil shall be spread so that planting can proceed with little additional soil preparation or tillage. Surface irregularities resulting from topsoiling or other operations shall be leveled to prevent depressions. Topsoil shall not be placed when the subgrade is excessively wet, extremely dry, excessively compacted, or in a condition detrimental to the proposed planting or grading. Soil compacted by construction equipment or soil on compacted cut slopes or grades shall be pulverized to a minimum depth of 4 inches by disking or plowing before applying topsoil.

8. PROPORTIONING OF FERTILIZER AND WOOD FIBER MULCH.

8.1 Fertilizer shall be incorporated into the slurry to provide a uniform distribution at a rate of 400 pounds per acre over areas to be seeded.

8.2 Wood Fiber Mulch shall be incorporated into the slurry to provide a uniform distribution at a rate of 1,000 pounds per acre over areas to be seeded.

9. PLANTING SEED.

9.1 General. When delays in operations extend the work beyond the most favorable planting season for species designated or when conditions are such by reason of drought, high winds, excessive moisture, or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed and resumed only when conditions are favorable or when approved alternate or corrective measures and procedures have been effected. If inspection during seeding operations or after there is show of green indicates areas skipped, additional seed shall be sown if so directed.

9.2 Broadcast Seeding. Seed shall be broadcast with approved hydraulic seeding equipment, as specified hereinbefore, in combination with wood cellulose fiber mulch, and fertilizer as specified hereinbefore, at the rate to provide 3 pounds of Lehmann lovegrass and 35 pounds of rye grass per acre. Half of seed shall be sown with sower moving in one direction, and the remainder with sower moving at right angles to first sowing. Seed shall not be broadcast during windy weather.

10. WATERING. Water shall be delivered in containers that will insure delivery of a full measured quantity without waste and that are equipped with satisfactory means for even distribution at a specified rate and in a manner to prevent erosion. Watering equipment of a type that prevents damage to finished surface shall be used.

11. PROTECTION shall be provided against traffic or other use by erecting barricades immediately after treatment is completed, and by placing warning signs, as directed, on various areas.

12. MAINTENANCE. The Contractor shall be responsible for the proper care of the seeded areas during the maintenance period while grass is becoming established. This period shall extend for 90 days after the completion of the seeding on the entire project. Immediately after seeding and during the maintenance period the Contractor shall water the seeded areas as required to obtain germination and maintain complete growth.

13. REPAIR. When any portion of the surface becomes gullied or otherwise damaged or treatment is destroyed, the affected portion shall be repaired to reestablish condition and grade of soil and treatment prior to injury, as directed. Repair work required because of faulty operations or negligence on the part of the Contractor shall be performed without cost to the Government.

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SECTION 10B

PLANTING OF TREES AND SHRUBS

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1. APPLICABLE PUBLICATIONS. The following publications of the issues listed below, but referred to thereafter by basic designation only, form a part of this specification to the extent indicated by the references thereto:

1.1 American Association of Nurserymen, Inc. (AAN) Standard.

USA (now ANSI) Standard for Nursery Stock (January 1969) (ANSI Z60.1-1969)

1.2 American Joint Committee on Horticultural Nomenclature Publication.

Standardized Plant Names (2d Edition, 1942)

1.3 Association of Official Analytical Chemists (AOAC) Publication

Official Methods of Analysis (11th Edition, 1970; Sup 1, Oct 1970; Sup 2, Oct 1971; & Sup 3, Oct 1972)

2. CERTIFICATES OF INSPECTION. All shipments or orders of plant material shall be properly inspected at the nursery or at the growing site by the authorized Federal and State authorities. All necessary inspection certificates shall accompany the invoice for each shipment or order of stock, as may be required by law for the necessary transportation, and such certificates shall be filed with the Contracting Officer prior to acceptance of the materials.

3. MATERIALS OTHER THAN PLANTS.

3.1 Commercial Fertilizer shall be 6-10-4 grade, uniform in composition, and shall be delivered to the site in unopened original containers, each fully labeled, conforming to the applicable State fertilizer laws and bearing the trade name or trademark and warranty of the producer.

3.2 Material for Staking.

3.2.1 Stakes for supporting trees shall be straight, sound, rough-sawn, redwood not less than 2 inches by 2 inches if square, or 2-1/2 inches in diameter if round, and 9 feet long or as otherwise indicated.

3.2.2 Wire shall be annealed galvanized steel or steel of gages hereinafter specified.

3.3 Mulch shall consist of forest litter, or redwood shavings of fine grade. Mulches shall not contain sticks larger than 1/4 inch in diameter, stones, clay, or other foreign material that will prevent the eventual decay of the mulch necessary for its complete effectiveness. Forest-litter mulch shall consist of not less than 50% decomposed leaf litter, including 1/2 to 1 inch of the soil lying under the leaves or occurring in the natural woodland location of the leaves. When redwood shavings are used, 7.5 pounds of ammonium sulphate or the equivalent shall be added uniformly to each cubic yard of shavings.

3.4 Humus shall be processed composted sewage sludge. Humus shall be free from lumps, roots and stones or other foreign matter, and of such physical condition that the humus can be passed through a 1/2-inch screen and can be readily incorporated with the topsoil.

3.5 Prepared Soil Mixture for use in backfilling plant pits shall be mixed in a central location on the jobsite and transported to locations where soil mixture is to be used. Topsoil shall be thoroughly mixed with mulch and humus in the following proportions by volume: 2 parts of topsoil,

1 part mulch and 1 part of humus. Mixing shall be done in a thorough manner to insure uniform distribution of materials throughout the mixture by blade mixing, by use of a soil shredder, by hand, or by other methods approved by the Contracting Officer.

3.6 Topsoil. Topsoil shall be fertile, friable, natural surface soil obtained from well drained areas and possessing characteristics of representative soils in the project vicinity that produce heavy growths of crops, grass, or other vegetation. Topsoil shall be free of subsoil, brush, organic litter, objectionable weeds, clods, shale, large stones, stumps, roots, or other material that might be harmful to plant growth or hindrances to planting or maintenance operations. Topsoil shall contain at least 6% organic matter determined by loss on ignition on moisture-free samples. The acidity range shall be between pH 5.0 to 7.0 inclusive. The mechanical analysis of the soil shall be as follows:

Sieve Size	Percent Passing
1-inch mesh	90-100
1/4-inch mesh	97-99
No. 100 mesh	40-60
No. 200 mesh	20-40

Before stripping operations are begun and before any topsoil is delivered to the project site, the Contractor shall furnish the following to the Contracting Officer for approval.

3.6.1 Statement giving the location of the property from which topsoil is available, crops grown on the property during the past 2 years, and depth of topsoil to be removed.

3.6.2 Certified Chemical and Mechanical Analysis made by a recognized laboratory in accordance with the Official Methods of Analysis of the Association of Official Analytical Chemists.

3.7 Water. Water shall be kept free from oil, acids, alkali, salt, and other substances harmful to the growth of plants. The source of water and service outlets used shall be subject to approval of the Contracting Officer.

4. PLANT MATERIALS. Unless otherwise indicated, all plant material furnished shall be nursery-grown, well branched, and well proportioned, particularly with respect to the width-height relationship, and shall have a fibrous root system. The Government may inspect plants at place of growth, but such inspection shall not preclude the right of rejection at the site.

4.1 Nomenclature. The scientific and common names of plants herein specified or shown on the drawings conform with the approved names given in Standardized Plan Names prepared by the American Joint Committee on Horticultural Nomenclature, except that where local usage does not follow this standard, the accepted local names are given in parentheses.

4.2 Quality and Size of plants shall be in accordance with rules and grading adopted by the American Association of Nurserymen, Inc., and included in USA Standard for Nursery Stock. All plants shall have a normal habit of growth and shall be sound, healthy, vigorous, and free from disease and insect infestations. Trees shall have single straight trunks unless otherwise specified. Any tree with weak thin trunk not capable of supporting itself when planted in the open will not be accepted . The minimum acceptable sizes of all plants, measured before pruning, with branches in normal position, shall conform to the measurements specified hereinafter in the list of required plants. Plants larger in size than specified may be used with the approval of the Contracting Officer, but the use of larger plants will make no change in contract price. If the use of larger plants is approved, the ball of earth or spread of roots shall be increased proportionately.

4.3 Digging Up, Wrapping, and Handling. Plants shall be dug and prepared for shipment in a manner that will not cause any damage to the branches, shape, and future development of the plants after replanting.

4.3.1 Container-Grown Plants shall have been grown in pots, cans, tubs, or boxes for a minimum of 6 months and a maximum of 2 years. Plants shall have sufficient roots to hold earth together intact after removal from containers without being rootbound.

4.3.2 Protection Against Drying Out. All plants shall be handled so that roots are adequately protected at all times from drying out and from other injury.

4.3.3 Plant-Material Labels. For the purpose of inspection and plant identification, durable, legible labels stating in weather-resistant ink the correct plant name and size, as specified in the list of required plants, shall be securely attached to all plants, bundles, and containers of plant material delivered at the planting site.

5. PLANTS REQUIRED. The species (scientific and common names), size, manner in which to be furnished, and an indication of the approximate number required to complete the planting as shown on the planting plan, are given in the plant list shown on the drawings. Plant quantities on the list are indicated only for the convenience of the Contractor. The Contractor shall furnish and plant all plant materials required by the plans. Surpluses or shortages on the plant list shall not be used for claims for additional compensation.

5.1 Substitutions. Plants of kinds other than those named in plant list will not be accepted unless specifically approved in writing by the Contracting Officer. Proposed substitutes in each case must possess the same essential characteristics as the kind of plant actually specified in regard to appearance, ultimate height, shape, habit of growth, general soil, and other requirements. In no case shall the average cost and value of substituted plants be less than the cost and value of plants actually specified. Plants of greater value may be accepted without additional cost to the Government.

5.2 Shipment and Delivery. The Contractor shall promptly notify the Contracting Officer, in advance, when the plant material will be delivered and the manner of shipment. The Contractor shall furnish an itemized list, in duplicate, of the actual quantity of plant material in each delivery, in order to insure satisfactory coordination of delivery and to expedite the required inspection at the point of delivery. The itemized list of the plant material for each delivery shall include the pertinent data as specified in the list of required plants. This list and the necessary inspection certificates to accompany each plant or shipment shall be delivered to the Contracting Officer, prior to acceptance and planting of the plant material. When shipment is made by truck, all plant material shall be packed to provide adequate protection against climatic, seasonal, and breakage injuries during transit. The tops shall be securely covered with tarpaulin or canvas to minimize wind-whipping and drying. When shipment is made by rail, box cars shall be carefully packed and adequately ventilated to prevent sweating of the plants during transit. Shipments made by rail to local or nearby freight yards shall be given special attention to insure prompt delivery and careful handling therefrom to the point of final delivery at the planting jobsite. A suitable method of handling shall be employed to preclude cracked or mushroomed plant balls at the point of delivery.

6. PLANTING SEASON. Actual planting shall be performed during periods only when weather and soil conditions are suitable and in accordance with locally accepted practice, as approved by the Contracting Officer. Deviation will be permitted only when approved in writing by the Contracting Officer.

7. OBSTRUCTIONS BELOW GROUND. Any rock or other underground obstruction shall be removed to the depth necessary to permit proper planting, according to plans and specifications. If underground construction, obstructions, or rock are encountered in excavation of planting areas, other locations for the planting may be selected by the Contracting Officer. Explosives may be used for removal of rock or old foundation structures only where and as expressly approved by the Contracting Officer. When the location of utility lines is shown on the plans, or has otherwise been made known to the Contractor, any damage to these lines during planting operations will be repaired by the Contractor in a manner approved by the Contracting Officer and at no additional cost to the Government.

8. PLANTING OPERATIONS.

8.1 Layout of Major Planting. Locations for plants and outlines of areas to be planted shall be marked on the ground by the Contractor and approved by the Contracting Officer before any excavation is made. No shrubs shall be planted less than 36 inches from a structure unless specifically indicated on the drawings or designated by the Contracting Officer.

8.2 Protection of Planting Areas. Before excavations are made, precautionary measures shall be taken to protect all turfed areas that are to be trucked over and upon which soil is to be temporarily stacked pending removal or reuse of the soil for the filling of holes and pits. Existing trees, shrubbery, and beds that are to be preserved shall be barricaded in a manner to afford effective protection during planting operations.

8.3 Excavation for Planting shall include the stripping and stacking of all acceptable topsoil encountered within the areas to be excavated for plant pits. Except as otherwise indicated, excavation of plant pits shall in no case shall be less than as specified hereinafter. Plant pits shall be circular in outline or square if machine dug and shall have vertical sides and flat bottoms. The minimum depths of plant pits shown on the drawings shall be measured from finished grade.

8.4 Size of Pits. Minimum depth of pits for trees shall be 2 feet, measured from finished grade; this depth shall be increased as necessary to accommodate the ball or roots and a minimum of 6 inches of prepared soil mixture below the ball or roots. Diameter or minimum width of pits for trees shall be at least 2 feet greater than the diameter of container. Diameter or minimum width of pits for all shrubs shall be at least one foot greater than the diameter of the ball or the spread of the roots, if bare-rooted. Minimum depth of pits for all shrubs shall be 16 inches, measured from finished grade, and this depth shall be increased as much as may be necessary to accommodate the ball or roots and a minimum of 6 inches prepared soil mixture below the ball or roots.

8.5 Disposal of Excess Soil. Acceptable excess excavated topsoil shall be used to form saucers around plants where shown on the drawings, wasted uniformly over nearby low areas, or otherwise disposed of as approved by the Contracting Officer. Excess soils not required or not suitable for above usage shall be disposed of on or off the site as directed by the Contracting Officer, within 24 hours following excavation.

8.6 Setting Plants. Except as otherwise specified, plants shall be planted in pits and shall be set at such level that, after settlement, plants will bear the same relation to the finished grade of the surrounding ground as to the grade of the ground from which plants were dug. Trees shall be set plumb and rigidly braced in position until the soil has been tamped solidly around the ball. Plants shall be planted in a prepared soil mixture which shall be thoroughly settled by watering and tamping. To compensate for shrinkage, the finished grade prior to watering shall be fixed at an elevation 10% of the fill depth higher than the desired finished grade, unless otherwise directed by the Contracting Officer. To facilitate watering, a shallow saucer approximately 3 inches deep shall be formed around each plant by placing a ridge of topsoil around the edge of each filled-in pit.

8.6.1 Container-Grown Plants. Containers shall be opened, and the plants carefully removed so that the earth around the roots of the plants remains unbroken. Plants shall be placed on a minimum of 6 inches of prepared soil mixture that has been hand tamped prior to placing plants. Plants shall then be placed in the plant pit and the prepared soil mixture shall be tamped to fill all voids under the base and around the ball.

8.7 Staking.

8.7.1 All trees in the plant list shall be staked with a single stake, as hereinbefore specified. Stake shall be set on that side of the tree facing the prevailing wind, at approximately 6 to 12 inches from the trunk. Stake shall be fastened to tree with double 12-gage wire run through a suitable length of rubber hose, crossed once between the stake and tree to prevent direct contact between the tree and the stake.

8.7.2 Pruning shall be limited to the minimum necessary to remove injured twigs and branches, and to compensate for the loss of roots during transplanting, but never to exceed one-half of the branching structure. With the approval of the Contracting Officer, pruning may be done before delivery of plants, but not before plants have been inspected and approved. All cuts shall be made flush leaving no stubs. Cuts over 3/4 inch in diameter shall be painted with an approved tree-wound paint. To further aid in the recovery of transplanted trees, the leaves may be stripped prior to shipment where this is a locally accepted practice and approved by the Contracting Officer.

8.7.3 Mulching. Within 2 days after planting, plants shall be mulched with a layer of mulch material covering the entire saucer area around each plant to a depth of 2 to 3 inches.

9. MAINTENANCE operations shall begin immediately after each plant is planted and shall be continued for a period of 60 days after the last plant of the original planting is planted. Plants shall be kept in a healthy growing condition by watering, pruning, spraying, weeding, cultivating, and by any other necessary operations of maintenance. Plant saucers shall be kept free of weeds, grass, and other undesired vegetative growth. Plants shall be inspected at least weekly by the Contractor during the maintenance period and necessary work shall be promptly performed. Watering will be required when, in the opinion of the Contracting Officer, the soil moisture is below optimum level for best plant growth. Bi-weekly watering will normally be required during dry weather.

10. REPLACEMENT. During the maintenance period, plants that die or are, in the opinion of the Contracting Officer, in an unhealthy, unsightly, or badly impaired condition, shall be replaced by the Contractor as soon as is reasonably possible after the unsatisfactory condition has become evident. No replacements shall be made in any season definiately unfavorable for planting.

At the conclusion of the maintenance period, the Contracting Officer will make an inspection of the work to determine condition of all plants. All plants then not in a healthy growing condition, as determined by the Contracting Officer, will be noted. As soon as seasonal conditions permit, all plants noted to be unhealthy, unsightly, or damaged, shall be removed from the site and replaced with healthy plants of the same kinds and sizes as originally specified. Such replacements shall be made in the same manner as specified for the original planting, and at no extra cost to the Government. Maintenance of the replacements will be by the Government after the original maintenance period.

11. STONE GROUND COVER. Stone shall be sound, durable, hard, and of such character that it will not disintegrate from the action of air, water, or the conditions to be met in handling or placing. All stone shall be clean and free from earth, clay, refuse or adherent coating. Stone shall vary in size from 3 to 6 inches. Stone shall be similar to stone in the area of Cave Creek Dam. Areas on which stone is to be placed shall be covered with polyethylene sheeting of nominal 4 mil thickness. Edges shall be lapped not less than 4 inches and end joints shall be lapped not less than 6 inches. Laps shall be sealed with pressure sensitive tape compatible with the membrane. Stone shall be placed in a manner to produce a reasonably well graded mass to the lines shown. Stone shall be placed to it's full course thickness in one operation and in a manner to avoid damaging the underlayment.

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