

ISLE ROYALE NATIONAL PARK

ROCK HARBOR, MOTT ISLAND

IFB 6310-78A

UTILITIES IMPROVEMENTS

PACKAGE NOS. 179, 177, 135, 103

JULY 18, 1978

VOLUME 1

**PROJECT
MANUAL**

National Park Service
Denver Service Center



**NO DEPOSIT IS REQUIRED
FOR
DRAWINGS & SPECIFICATIONS
PLEASE RETURN TO ISSUING OFFICE
FOLLOWING OPENING OF BIDS**

ISLE ROYAL NATIONAL PARK
IFB-6310-78A
UTILITIES IMPROVEMENTS

NAME	NO. OF PAGES
<u>CONTENTS</u> -----	4
<u>BID DOCUMENTS</u> (Use perforated yellow copies for bidding)	
Invitation for Bids (Standard Form 20)-----	2
Instructions to Bidders (Standard Form 22)-----	2
Bid Form (Standard Form 21)-----	2
Contract Bid Schedule-----	9
Representations by Bidder pursuant to Buy American Act-----	2
Representations and Certifications (Standard Form 19-B)-----	3
Bid Bond (Standard Form 24)-----	2
 <u>LABOR STANDARDS PROVISIONS</u>	
Labor Standards Provisions (Standard Form 19-A) (Revised)---	2
Labor Standards Provisions (Continued) (Form 10-291)-----	2
Wage Rates Determination-----	13
Statement of Compliance (Form WH-348)-----	2
Affirmative Action Requirements, EEO-----	2
 <u>CONTRACT FORMS</u>	
Construction Contract (Standard Form 23)-----	2
Performance Bond (Standard Form 25)-----	2
Payment Bond (Standard Form 25A)-----	2
 <u>GENERAL PROVISIONS</u>	
Index to Clauses-----	2
General Provisions (Standard Form 23-A)-----	6
General Provisions (Continued)-----	4
 <u>SUPPLEMENTARY PROVISIONS</u> -----	17

CONSTRUCTION SPECIFICATIONS

DIVISION 1: GENERAL REQUIREMENTS

Index to Articles-----	2
01010 Summary of Work-----	6
01025 Force Account-----	1
01090 Abbreviations-----	1
01150 Definition of Bid Items-----	21
01200 Project Meetings-----	1
01300 Submittals-----	7
01400 Quality Control-----	1
01500 Temporary Facilities-----	4
01560 Special Controls-----	2
01700 Project Closeout-----	3

DIVISION 2: SITE WORK

02100 Clearing & Grubbing-----	3
02110 Demolition-----	2
02200 Earthwork-----	2
02210 Site Grading-----	2
02220 Excavating and Backfilling-----	10
02500 Site Drainage-----	2
02550 Site Utilities (See Divisions 15 & 16)-----	
02600 Roads-----	2
02710 Fences and Gates-----	7
02820 Lawns-----	3
02900 Marine Work Intake-----	1

DIVISION 3: CONCRETE

03100 Concrete Formwork-----	8
03210 Concrete Reinforcing Steel-----	4
03251 Expansion and Contraction Joints-----	2
03252 Anchors and Inserts-----	1
03253 Waterstops-----	2
03255 Concrete Leakproofing-----	2
03300 Cast-in-Place Concrete-----	21
03360 Specially Placed Concrete-----	1
03600 Grout-----	2

DIVISION 4: MASONRY

04100	Mortar-----	2
04160	Joint Reinforcement-----	1
04220	Concrete Unit Masonry-----	4

DIVISION 5: METAL

05120	Structural Steel-----	2
05501	Anchor Bolts-----	1
05521	Pipe and Tube Railings-----	2

DIVISION 6: WOOD AND PLASTICS

06110	Framing and Sheathing-----	1
06115	Post Bases and Caps-----	1
06200	Finish Carpentry-----	2

DIVISION 7: THERMAL AND MOISTURE PROTECTION

07150	Damp-proofing-----	1
07330	Cedar Shake Roof-----	1
07601	Flashing and Sheet Metal-----	1
07951	Sealants and Caulking-----	1

DIVISION 8: DOORS AND WINDOWS

08110	Hollow Metal Doors and Frames-----	2
08610	Wood Windows-----	2
08710	Finish Hardware-----	2
08840	Glazing Plastics-----	1

DIVISION 9: FINISHES

09450	Ceiling Suspension System-----	1
09760	Floor Treatment-----	1
09901	Painting and Other Finishes-----	15
09904	Painting Fuel Tanks-----	1

DIVISION 10: SPECIALS

10200	Louvers and Vents-----	1
10670	Storage Shelving-----	1
10800	Toilet and Bath Accessories-----	1

DIVISION 11: EQUIPMENT

11600	Laboratory Equipment-----	5
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DIVISIONS 12 through 14:

(not used in this project)

DIVISION 15: MECHANICAL

15010	General Mechanical Provisions-----	5
15060	Pipe and Pipe Fittings-----	6
15080	Pipe Specialties-----	2
15100	Valves, Cocks and Faucets-----	11
15140	Pumps-----	13
15141	Boat Pump-Out Station-----	3
15153	Fuel Dispensing Pump-----	2
15170	Meters and Gauges-----	4
15175	Tanks-----	5
15181	Pipe Insulation-----	2
15231	Hydro-Pneumatic Systems-----	4
15400	Plumbing-----	2
15420	Equipment-----	6
15450	Plumbing Fixtures and Trim-----	2
15475	Chemical Treatment Equipment-----	4
15540	Portable Extinguishers-----	1
15829	Exhaust Fan-----	1
15840	Ductwork-----	2

DIVISION 16: ELECTRICAL

16010	General Electrical Provisions-----	2
16100	Basic Materials and Methods-----	4
16110	Raceways-----	3
16120	Wire and Cable-----	2
16134	Panelboards-----	2
16140	Switches and Receptacles-----	1
16510	Lighting Fixtures-----	2
16890	Electric Heaters-----	1
16900	Controls, Instrumentation and Alarms-----	10

N O T E

IT IS THE RESPONSIBILITY OF THE BIDDER TO VERIFY
THAT THE PROJECT MANUAL IS COMPLETE AS LISTED.

INVITATION FOR BIDS
(CONSTRUCTION CONTRACT)

IFB 6310-78A

DATE

July 18, 1978

NAME AND LOCATION OF PROJECT

Utilities Improvements
Rock Harbor, Mott Island
Isle Royale National Park
Keweenaw County, Michigan

DEPARTMENT OR AGENCY

U.S. Department of the Interior
National Park Service

BY (Issuing office)

Isle Royale National Park
87 North Ripley Street
Houghton, Michigan 49931

Telephone No. (906)402-3310

Scaled bids in single copy for the work described herein will be received until
2:00 p.m., prevailing time at place of bid opening, August 16, 1978

at Isle Royale National Park Headquarters
87 North Ripley Street
Houghton, Michigan

and at that time publicly opened.

Information regarding bidding material, bid guarantee, and bonds

DRAWINGS, SPECIFICATIONS AND BID FORMS: Obtain from Issuing Office
on or after above date of Invitation. No charge will be made.

BIDDING INSTRUCTIONS: Instructions to Bidders (Standard Form 22).

BID SUBMITTAL: Use perforated yellow copies, or facsimile, of
Standard Form 21 through Standard Form 24. Follow directions
printed thereon.

BID GUARANTEE: Submit with bid, in the amount of 20 percent of
bid. Bid Bonds must have accompanying Power of Attorney.

CONTRACT EXECUTION: Successful bidder will be required to execute
Construction Contract (Standard Form 23), Performance Bond
(Standard Form 25) in the amount of 100 percent of contract price,
and Payment Bond (Standard Form 25-A) in the amount of 50 percent
of contract price.

TIME FOR COMPLETION: 420 calendar days.

LIQUIDATED DAMAGES: \$250 per calendar day.

This is a 100 percent set aside for small business concerns.

Description of work

Fuel storage and distribution systems improvements at two locations,
Mott Island and Rock Harbor; water system improvements at Rock
Harbor; boat pump-out station improvements at Rock Harbor.
Transportation of all construction materials, equipment and
personnel to Isle Royale must be by either air or water vehicles.

Estimated Price Range: \$570,000 to \$750,000.

Package Nos. 179, 177, 135, 103

(OVER)

ATTACHMENT TO INVITATION FOR BIDS

NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE

(a) Restriction. Bids or proposals 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 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. Bids or proposals received from firms which are not small business concerns shall be considered nonresponsive.

(b) 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 bidding on Government contracts, and can further qualify under the criteria set forth in regulations of the Small Business Administration (13 CFR 121.3-8). In addition to meeting these criteria, a manufacturer or a regular dealer submitting bids or proposals in his own name must agree to furnish in the performance of the contract end items manufactured or produced in the United States, its possessions, or Puerto Rico, by small business concerns: Provided, That this additional requirement does not apply in connection with construction or service contracts.

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 (including any necessary coinsurance or

reinsurance agreements) 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) (including any necessary coinsurance or reinsurance agreements) 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.** (a) Any bid received 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:

(Note: The term "telegram" includes mailgrams.)

(1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the 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); or

(2) 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 a 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:

(1) 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. (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.)

(2) 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 (a) and (b) of this provision, 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.

8. Withdrawal of Bids. Bids may be withdrawn by written or telegraphic request received from bidders prior to the time set for opening of bids.

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.

Supplement to Clause 11: REQUIREMENTS FOR EXECUTION OF SURETY BONDS: Each surety bond (bid, performance, payment) which purports to have been executed by an agent or attorney-in-fact, for the corporate surety, is required to have submitted with it a power of attorney to the signatory agent or attorney-in-fact, and executed by the corporate surety upon a date reasonably proximate to the date of the bond. Such power of attorney shall in each instance be retained with the bond. (IPR 14-7, 602-50(4))

BID FORM
(CONSTRUCTION CONTRACT)

REFERENCE

Revised 10/21/77

IFB 6310-78A

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

DATE OF INVITATION

July 18, 1978

NAME AND LOCATION OF PROJECT

Utilities Improvements
Rock Harbor, Mott Island
Isle Royale National Park
Keweenaw County, Michigan

NAME OF BIDDER (Type or print)

Telephone No.

(Date)

TO: Superintendent
Isle Royale National Park

In compliance with the above-dated invitation for bids, the undersigned hereby proposes to perform all work for IFB 6310-78A

in strict accordance with the General Provisions (Standard Form 23-A), Labor Standards Provisions Applicable to Contracts in Excess of \$2,000 (Standard Form 19-A), specifications, schedules, drawings, and conditions, for the following amount(s)

(SEE ATTACHED CONTRACT BID SCHEDULE)

The undersigned agrees that, upon written acceptance of this bid, mailed or otherwise furnished within calendar days (60 calendar days unless a different period be inserted by the bidder) after the date of opening of bids, he will within 10 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 further agrees that, when reinsurance agreements are contemplated, all necessary reinsurance agreements will be on Government forms and will be executed and submitted with the bonds. However, when an additional period of 45 days (not to exceed 45 calendar days) is authorized by the procuring activity, reinsurance agreements may be submitted within such period after the execution of the bond.

The undersigned agrees, if awarded the contract, to commence the work within 15 calendar days after the date of receipt of notice to proceed, and to complete the work within specified calendar days after the date of receipt of notice to proceed.

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:*

MARK ENVELOPE:

Bid for: Utilities Improvements
IFB 6310-78A
Open: 2:00 p.m., prevailing time
at place of bid opening,
August 16, 1978

ADDRESS ENVELOPE:

Superintendent
Isle Royale National Park
National Park Service
87 North Ripley Street
Houghton, Michigan 49931

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

Utilities Improvements

Isle Royale National Park, Michigan

IFB 6310-78A

Submit bid for all items. In case of error in the extension of prices, unit price governs. In case of error in summation, the total of the corrected bid amounts governs.

ITEM NO. SECTION	ITEM, QUANTITY & UNIT OF MEASURE	UNIT PRICE	AMOUNT OF BID
1			
01025	Force Account Work	Contingent Sum = \$	13,000
	MOTT ISLAND FUEL STORAGE - IMPROVEMENT B		
2	Clearing and Grubbing	Lump Sum = \$	
01150			
3	Demolition	Lump Sum = \$	
01150			
4	Earthwork and Excavation	Lump Sum = \$	
01150			
5	Storage Tanks, New 20,000 gal. tanks	3 ea. @ \$	= \$
01150			
6	Storage Tanks, New 5,000 gal. Aviation	1 ea. @ \$	= \$
01150			
7	Secondary Con- tainment	Lump Sum = \$	
01150			

ITEM NO.			UNIT	AMOUNT
SECTION	ITEM, QUANTITY & UNIT OF MEASURE		PRICE	OF BID
<u>8</u> 01150	<u>Piping,</u> <u>3" G.S. pipe</u>	<u>335 L.F.</u>	@ \$ _____	= \$ _____
<u>9</u> 01150	<u>Piping, 2"</u> <u>G.S. Pipe</u>	<u>1,080 L.F.</u>	@ \$ _____	= \$ _____
<u>10</u> 01150	<u>Piping, 2"</u> <u>Fiberclass Pipe</u>	<u>900 L.F.</u>	@ \$ _____	= \$ _____
<u>11</u> 01150	<u>Piping, 1"</u> <u>G.S. Pipe</u>	<u>20 L.F.</u>	@ \$ _____	= \$ _____
<u>12</u> 01150	<u>Dispensing Pumps,</u> <u>Relocate existing pumps</u>	<u>2 ea.</u>	@ \$ _____	= \$ _____
<u>13</u> 01150	<u>Dispensing pumps,</u> <u>New pumps</u>	<u>1 ea.</u>	@ \$ _____	= \$ _____
<u>14</u> 01150	<u>Metering and</u> <u>Alarms -----</u>	<u>Lump Sum= \$ _____</u>		
<u>15</u> 01150	<u>Electrical Work-----</u>	<u>Lump Sum= \$ _____</u>		

ITEM NO. SECTION	ITEM, QUANTITY & UNIT OF MEASURE	UNIT PRICE	AMOUNT OF BID
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<u>16</u> 01150	<u>Fencing</u>	200 L.F. @ \$	= \$
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<u>17</u> 01150	<u>Class A1 Pipe Concealment</u>	175 L.F. @ \$	= \$
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<u>18</u> 01150	<u>Class A2 Pipe Concealment</u>	1,365 L.F. @ \$	= \$
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<u>19</u> 01150	<u>Class B Pipe Concealment</u>	25 L.F. @ \$	= \$
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Total Bid-Improvement B----- \$
(Items 2 through 19)

ROCK HARBOR FUEL STORAGE - IMPROVEMENT C

<u>20</u> 01150	<u>Clearing and Grubbing-----</u>	<u>Lump Sum</u>	= \$
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<u>21</u> 01150	<u>Demolition-----</u>	<u>Lump Sum</u>	= \$
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<u>22</u> 01150	<u>Earthwork and Excavation-----</u>	<u>Lump Sum</u>	= \$
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<u>23</u> 01150	<u>Storage Tanks, New 20,000 gal. diesel</u>	1 ea. @ \$	= \$
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<u>24</u> 01150	<u>Storage Tanks, New 10,000 gal. diesel</u>	1 ea. @ \$	= \$
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ITEM NO. SECTION	ITEM, QUANTITY & UNIT OF MEASURE	UNIT PRICE	AMOUNT OF BID
25 01150	Storage Tanks, exist. 1,500 gal. diesel	1 ea. @ \$	= \$
26 01150	Storage Tanks, new 270 gal. day tank	3 ea. @ \$	= \$
27 01150	Secondary Contain- ment	Lump Sum = \$	
28 01150	Piping, 2 1/2" G.S. Pipe	1,400 L.F. @ \$	= \$
29 01150	Piping, 2" G.S. Pipe	240 L.F. @ \$	= \$
30 01150	Piping, 1" G.S. Pipe	30 L.F. @ \$	= \$
31 01150	Dispensing pump	1 ea. @ \$	= \$
32 01150	Metering and Alarms	Lump Sum = \$	
33 01150	Electrical Work	Lump Sum = \$	
34 01150	Class A1 Pipe Concealment	135 L.F. @ \$	= \$
35 01150	Class A2 Pipe Concealment	810 L.F. @ \$	= \$
36 01150	Class B Pipe Con- cealment	515 L.F. @ \$	= \$

ITEM NO.		UNIT	AMOUNT
SECTION	ITEM, QUANTITY & UNIT OF MEASURE	PRICE	OF BID

Total Bid-Improvement C \$
(Items 20 through 36)

ROCK HARBOR WATER SYSTEM - IMPROVEMENT D

37 Clearing and
01150 Grubbing ----- Lump Sum = \$ _____

38
Demolition
01150 ----- Lump Sum = \$

39
01150 Earthwork and
 Excavation----- Lump Sum = \$

40 Raw Water Supply,
01150 Water Intake ----- Lump Sum = \$

41	Raw Water Supply,	
01150	Submersible Pumps	--- Lump Sum = \$

42 Raw Water Supply,
01150 4" D.I. Pipe 630 L.F. @ \$ _____ = \$ _____

ITEM NO.		UNIT	AMOUNT
SECTION	ITEM, QUANTITY & UNIT OF MEASURE	PRICE	OF BID

Water Treatment Plant

43 (a) Process Equipment
01150

(b) Lab & Office Furnish
ings

(c) High Service Pumping
Unit

(d) Control Building,
Structural

(e) Control Building,
Mechanical

(f) Control Building,
Electrical

(g) Total - Item 43 ----- Lump Sum = \$

44
01150 Yard Piping ----- Lump Sum = \$

45
01150 Waste System, New
1,500 Gal. waste tank ----- Lump Sum = \$

46
01150 Waste System,
6" D.I. Pipe ----- 280 L.F. @ \$ = \$

47
01150 Waste System,
1-1/2" Polyethylene Pipe ----- 280 L.F. @ \$ = \$

ITEM NO. SECTION	ITEM, QUANTITY & UNIT OF MEASURE	UNIT PRICE	AMOUNT OF BID
48 01150	Water Storage Facilities ----- Lump Sum = \$		
49 01150	Hydro-Pneumatic Tank ----- Lump Sum = \$		
50 01150	Bituminous Surfacing Access Road ----- 27.5 L.F. @ \$ = \$		
51 01150	Bituminous Surfacing, Parking Area ----- Lump Sum = \$		
52 01150	Fencing ----- 680 L.F. @ \$ = \$		
53 01150	Class A1 Pipe Concealment ----- 80 L.F. @ \$ = \$		
54 01150	Class A2 Pipe Concealment ----- 190 L.F. @ \$ = \$		
55 01150	Class B Pipe Concealment ----- 360 L.F. @ \$ = \$		
	----- @ \$ = \$		
	Total Bid-Improvement D----- (Items 37 through 55)		

ITEM NO.		UNIT	AMOUNT
SECTION	ITEM, QUANTITY & UNIT OF MEASURE	PRICE	OF BID

ROCK HARBOR BOAT PUMP-OUT SYSTEM - IMPROVEMENT E

56 Boat Pump-Out
01150 Station -----Lump Sum = \$ _____

57 2-inch Galvanized
01150 Steel Pipe ----- 90 L.F. @ \$ _____ = \$ _____

58 1-inch Galvanized
01150 Steel Pipe ----- 80 L.F. @ \$ _____ = \$ _____

59
01150 Manhole -----Lump Sum = \$ _____

----- e \$ _____ = \$ _____

Total Bid-Improvement E-----\$ _____
(Items 56 through 59)

BID SUMMARY

BID ITEM 1, FORCE ACCOUNT----- \$ 13,000

TOTAL, IMPROVEMENT B (Items 2 through 19)----- \$ _____

TOTAL, IMPROVEMENT C (Items 20 through 36)----- \$ _____

TOTAL IMPROVEMENT D (Items 37 through 55)----- \$ _____

TOTAL IMPROVEMENT E (Items 56 through 59)----- \$ _____

TOTAL BID (Items 1 through 59)----- \$ _____

Contingent Sum to be included in the total cost of work. Payment will be as specified in Section 01025.

Above quantities, except Lump Sum, are estimated and will be used to solicit bids, but payment will be made only for actual quantities of work completed.

Arrangement of the above items is for convenience in comparing bids. Award will be made to one Bidder in accordance with Clause 10 of the Instructions to Bidders.

END

ATTACHMENT TO BID FORM, SF-21

REPRESENTATIONS BY BIDDER PURSUANT TO "BUY AMERICAN ACT"

NOTE: Unless bidder intends to furnish NONDOMESTIC construction material it is unnecessary to complete this form, but it should be returned with the bid.

Bidder represents that all construction materials to be used, other than those specifically exempt from the requirements of the Buy American Act as listed on the back of this form, will be domestic materials conforming to Clause No. 24, "Buy American", of the General Provision (Standard Form 23-A) except as noted below:

Name of each item of nondomestic material	Quantity (weight, feet, no., etc.)	Cost delivered to the job site
Total		\$

The Contractor will be limited in the use of nondomestic materials to those listed above and those specifically exempt from the requirements of the Buy American Act as listed on the back of this form.

List below the lowest cost of domestic material comparable to each item of nondomestic material shown above, based upon bidder's canvass of domestic suppliers (as required by Paragraph (b) (2) on the back of this form).

Name of each item of domestic material comparable to offered nondomestic material	Quantity (weight, feet, no., etc.)	Cost delivered to the job site
Total		\$

If nondomestic construction materials are listed above, an alternate bid may be submitted offering comparable domestic materials as described in Paragraph (b) (3) on the reverse hereof. However, unless the bidder specifically states alternate bid prices for specific items of the schedule, based upon use of comparable domestic materials, the bid will be evaluated only on the basis of the foreign materials listed above.

INFORMATION REGARDING BUY AMERICAN ACT

- (a) 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. (See the clause entitled "Buy American" in Standard Form 23A, General Provisions, Construction Contracts.) This requirement does not apply to the following construction material or components:

Acetylene black
 Asbestos, amosite
 Bananas
 Beef extract
 Bismuth
 Books, pamphlets, newspapers, magazines, periodicals, printed briefs, and films which are not printed in the United States and for which domestic editions are not available
 Brazil nuts, unroasted
 Cadmium, ores and flue dust
 Calcium cyanamide
 Capers
 Cashew nuts
 Chicle
 Chrome ore or chromite
 Cinchona bark
 Cobalt, in cathodes, rondelles, or other primary forms
 Cocoa beans
 Coconut and coconut meat, unsweetened, in shredded, dessiccated, or similarly prepared form
 Coffee, raw or green bean
 Cork, wood or bark and waste
 Diamonds, industrial, stones
 Emetine, bulk
 Ergot, crude
 Fair linen, altar
 Fibers of the following types: Abace, agave, coir, jute and palmyra
 Goat and kid skins
 Graphite, natural
 Hog bristles for brushes
 Hyoscine, bulk
 Ipecac, root

Menthol, natural bulk
 Mica
 Nickel primary, in ingots, pigs, shot, cathodes, or similar forms; nickel oxide and nickel salts
 Nitroguanidine (also known as picrite)
 Olive oil
 Olives (green), pitted or stuffed or bulk
 Opium, crude
 Petroleum, crude oil; unfinished oils and finished products
 Platinum and platinum group metals refined, as sponge, powder, ingots, or cast bars
 Pyrethrum flowers
 Quartz crystals
 Quebracho
 Quinidine
 Radium salts
 Rubber, crude and latex
 Rutile
 Sperm oil
 Spices and herbs in bulk
 Sugars, raw
 Swords
 Talc, block steatite
 Tapioca flour and cassava
 Tartar, crude; tartaric acid and cream of tartar in bulk
 Tea in bulk
 Tin in bars, blocks and pigs
 Vanilla beans
 Venom, cobra
 Wax, carnauba
 Woods of the following species: Angelique, balsa, ekki, greenheart, lignum vitae, mahogany, and teak

- (b) (1) Furthermore, bids or proposals offering use of additional non-domestic construction material may be acceptable for award if the Government determines that use of comparable domestic construction material is impracticable or would unreasonably increase the cost of that domestic construction material (in sufficient and reasonably available commercial quantities and of a satisfactory quality) is unavailable. Reliable evidence shall be furnished justifying such use of additional non-domestic construction material.
- (2) Where it is alleged that use of domestic construction material would unreasonably increase the cost:
- (i) Data shall be included by the bidder, based on a reasonable canvass of suppliers, demonstrating that the cost of each such domestic construction material would exceed by more than 6 percent the cost of comparable non-domestic construction material. (All costs of delivery to the construction site shall be included, as well as any applicable duty.)
 - (ii) For evaluation purposes, 6 percent of the cost of all additional non-domestic construction material, which qualifies under paragraph (i) above will be added to the bid or proposal.
- (3) When offering additional non-domestic construction material, 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 non-domestic construction material to be acceptable under (1) above, will cause rejection of the entire bid.

REPRESENTATIONS AND CERTIFICATIONS**(Construction and Architect-Engineer Contract)****(For use with Standard Forms 19, 21 and 252)**

REFERENCE (Enter same No.(s) as on SF 19, 21 and 252)

IFB 6310-78A

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. (A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration. For additional information see governing regulations of the Small Business Administration (13 CFR Part 121)).

2. MINORITY BUSINESS ENTERPRISE

He ☐ is, ☐ is not a minority business enterprise. A minority business enterprise is defined as 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 purpose of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American-Aleuts."

3. 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.)

4. TYPE OF ORGANIZATION

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

5. 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.

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.

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

6. 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 representations need not be submitted in connection with contracts or subcontracts which are exempt from the equal opportunity clause.)

7. 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
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8. 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.

9. CLEAN AIR AND WATER

(Applicable if the bid or offer exceeds \$100,000, or the contracting officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The bidder or offeror certifies as follows:

(a) Any facility to be utilized in the performance of this proposed contract has ☐, has not ☐, been listed on the Environmental Protection Agency List of Violating Facilities.

(b) He will promptly notify the contracting officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

(c) He will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

STANDARD FORM 19-B - REPRESENTATIONS AND CERTIFICATIONS CONTINUED

10. PUBLIC OR PRIVATE ORGANIZATIONS FOR THE HANDICAPPED OR HANDICAPPED INDIVIDUALS:

(Execute if a small business set-aside is involved and the offeror deems himself to be eligible.)

He is ☐ a public or private organization for the handicapped or a handicapped individual, as provided in the Small Business Act, as amended, and the regulations of the Small Business Administration.

The term "public or private organization" is one "* * * (i) which is organized under the laws of the United States or of any State, operated in the interest of handicapped individuals, the net income of which does not inure in whole or in part to the benefit of any shareholder or other individual; (ii) which complies with any applicable occupational health and safety standard prescribed by the Secretary of Labor; and (iii) which, in the production of commodities and in the provision of services during any fiscal year in which it receives financial assistance under this subsection, employs handicapped individuals for not less than 75 per centum of the man-hours required for the production or provision of the commodities or services.* * *" (15 U.S.C. 636h (1) (A))

The term "handicapped individual" means a "* * * person who has a physical, mental, or emotional impairment, defect, ailment, disease, or disability of a permanent nature which in any way limits the selection of any type of employment for which the person would otherwise be qualified or qualifiable* * *." (13 CFR 118.2 (f))

STANDARD FORM 24 JUNE 1964 EDITION GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-16.801				BID BOND <i>(See Instructions on reverse)</i>		24-103		DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	
PRINCIPAL <i>(Legal name and business address)</i>								TYPE OF ORGANIZATION <i>("X" one)</i> ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ CORPORATION STATE OF INCORPORATION	
SURETY(IES) <i>(Name and business address)</i>									
PENAL SUM OF BOND					BID IDENTIFICATION				
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE		INVITATION NO.		
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	FOR <i>(Construction, Supplies or Services)</i>				
KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: <i>Provided</i>, That, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the bid identified above. NOW, THEREFORE, if the Principal, upon acceptance by the Government of his bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), shall 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 (10) days if no period is specified) after receipt of the forms by him, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the Government for any cost of procuring the work which exceeds the amount of his bid, then the above obligation shall be void and of no effect. Each Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government, notice of which extension(s) to the Surety(ies) being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid. IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this bid bond and have affixed their seals on the date set forth above.									
PRINCIPAL									
Signature(s)		1			2			Corporate Seal	
Name(s) & Title(s) <i>(Typed)</i>		1			2				
INDIVIDUAL SURETIES									
Signature(s)		1			2				
Name(s) <i>(Typed)</i>		1			2				
CORPORATE SURETY(IES)									
SURETY A	Name & Address					STATE OF INC		LIABILITY LIMIT	
	Signature(s)		1			2			Corporate Seal
	Name(s) & Title(s) <i>(Typed)</i>		1			2			

CORPORATE SURETY(IES) (Continued)						
SURETY B	Name & Address			STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2			
	Name(s) & Title(s) (Typed)	1	2			
SURETY C	Name & Address			STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2			
	Name(s) & Title(s) (Typed)	1	2			
SURETY D	Name & Address			STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2			
	Name(s) & Title(s) (Typed)	1	2			
SURETY E	Name & Address			STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2			
	Name(s) & Title(s) (Typed)	1	2			
SURETY F	Name & Address			STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2			
	Name(s) & Title(s) (Typed)	1	2			
SURETY G	Name & Address			STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2			
	Name(s) & Title(s) (Typed)	1	2			

INSTRUCTIONS

1. This form is authorized for use whenever a bid guaranty is required in connection with construction work or the furnishing of supplies or services. There shall be no deviation from this form without approval by the Administrator of General Services.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.

3. The penal sum of the bond may be expressed as a percentage of the bid price if desired. In such cases, a maximum dollar limitation may be stipulated (e.g., 20% of the bid price but the amount not to exceed _____ dollars).

4. (a) Corporations executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within

the limitations set forth therein. Where more than a single corporate surety is involved, their names and addresses (city and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)", and in the space designated "SURETY(IES)" on the face of this form only the letter identification of the Sureties shall be inserted.

(b) Where individual sureties execute the bond, they shall be two or more responsible persons. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. Such sureties may be required to furnish additional substantiating information concerning their assets and financial capability as the Government may require.

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

6. The name of each person signing this bid bond should be typed in the space provided.

BID FORM
(CONSTRUCTION CONTRACT)

REFERENCE

Revised 10/21/77

IFB 6310-78A

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

DATE OF INVITATION

July 18, 1978

NAME AND LOCATION OF PROJECT

Utilities Improvements
Rock Harbor, Mott Island
Isle Royale National Park
Keweenaw County, Michigan

NAME OF BIDDER (Type or print)

Telephone No.

(Date)

TO: Superintendent
Isle Royale National Park

In compliance with the above-dated invitation for bids, the undersigned hereby proposes to perform all work for IFB 6310-78A

in strict accordance with the General Provisions (Standard Form 23-A), Labor Standards Provisions Applicable to Contracts in Excess of \$2,000 (Standard Form 19-A), specifications, schedules, drawings, and conditions, for the following amount(s)

(SEE ATTACHED CONTRACT BID SCHEDULE)

The undersigned agrees that, upon written acceptance of this bid, mailed or otherwise furnished within calendar days (60 calendar days unless a different period be inserted by the bidder) after the date of opening of bids, he will within 10 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 further agrees that, when reinsurance agreements are contemplated, all necessary reinsurance agreements will be on Government forms and will be executed and submitted with the bonds. However, when an additional period of 45 days (not to exceed 45 calendar days) is authorized by the procuring activity, reinsurance agreements may be submitted within such period after the execution of the bond.

The undersigned agrees, if awarded the contract, to commence the work within 15 calendar days after the date of receipt of notice to proceed, and to complete the work within specified calendar days after the date of receipt of notice to proceed.

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:*

MARK ENVELOPE:
Bid for: Utilities Improvements
IFB 6310-78A
Open: 2:00 p.m., prevailing time
at place of bid opening,
August 16, 1978

ADDRESS ENVELOPE:
Superintendent
Isle Royale National Park
National Park Service
87 North Ripley Street
Houghton, Michigan 49931

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

CONTRACT BID SCHEDULE

Utilities Improvements

Isle Royale National Park, Michigan

IFB 6310-78A

Submit bid for all items. In case of error in the extension of prices, unit price governs. In case of error in summation, the total of the corrected bid amounts governs.

ITEM NO.	ITEM, QUANTITY & UNIT OF MEASURE	UNIT PRICE	AMOUNT OF BID
<u>1</u>			
01025	Force Account Work	Contingent Sum = \$	13,000
	MOTT ISLAND FUEL STORAGE - IMPROVEMENT B		
<u>2</u>	Clearing and Grubbing	Lump Sum = \$	
01150			
<u>3</u>	Demolition	Lump Sum = \$	
01150			
<u>4</u>	Earthwork and Excavation	Lump Sum = \$	
01150			
<u>5</u>	Storage Tanks, New 20,000 gal. tanks	3 ea. @ \$	= \$
01150			
<u>6</u>	Storage Tanks, New 5,000 gal. Aviation	1 ea. @ \$	= \$
01150			
<u>7</u>	Secondary Containment	Lump Sum = \$	
01150			

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ITEM NO. SECTION	ITEM, QUANTITY & UNIT OF MEASURE	UNIT PRICE	AMOUNT OF BID
<u>8</u> 01150	<u>Piping,</u> <u>3" G.S. pipe</u>	<u>335 L.F.</u> @ \$	= \$
<u>9</u> 01150	<u>Piping, 2"</u> <u>G.S. Pipe</u>	<u>1,080 L.F.</u> @ \$	= \$
<u>10</u> 01150	<u>Piping, 2"</u> <u>Fiberclass Pipe</u>	<u>900 L.F.</u> @ \$	= \$
<u>11</u> 01150	<u>Piping, 1"</u> <u>G.S. Pipe</u>	<u>20 L.F.</u> @ \$	= \$
<u>12</u> 01150	<u>Dispensing Pumps,</u> <u>Relocate existing pumps</u>	<u>2 ea.</u> @ \$	= \$
<u>13</u> 01150	<u>Dispensing pumps,</u> <u>New pumps</u>	<u>1 ea.</u> @ \$	= \$
<u>14</u> 01150	<u>Metering and</u> <u>Alarms -----</u>	<u>Lump Sum=</u> \$	
<u>15</u> 01150	<u>Electrical Work-----</u>	<u>Lump Sum=</u> \$	

ITEM NO. SECTION	ITEM, QUANTITY & UNIT OF MEASURE	UNIT PRICE	AMOUNT OF BID
<u>16</u> 01150	<u>Fencing</u>	200 L.F. @ \$	= \$
<u>17</u> 01150	<u>Class A1 Pipe Concealment</u>	175 L.F. @ \$	= \$
<u>18</u> 01150	<u>Class A2 Pipe Concealment</u>	1,365 L.F. @ \$	= \$
<u>19</u> 01150	<u>Class B Pipe Concealment</u>	25 L.F. @ \$	= \$
<u>Total Bid-Improvement B-----</u> <u>(Items 2 through 19)</u>		\$	

ROCK HARBOR FUEL STORAGE - IMPROVEMENT C

<u>20</u> 01150	<u>Clearing and Grubbing-----</u>	Lump Sum = \$	
<u>21</u> 01150	<u>Demolition-----</u>	Lump Sum = \$	
<u>22</u> 01150	<u>Earthwork and Excavation-----</u>	Lump Sum = \$	
<u>23</u> 01150	<u>Storage Tanks, New 20,000 gal. diesel</u>	1 ea. @ \$	= \$
<u>24</u> 01150	<u>Storage Tanks, New 10,000 gal. diesel</u>	1 ea. @ \$	= \$

ITEM NO. SECTION	ITEM, QUANTITY & UNIT OF MEASURE	UNIT PRICE	AMOUNT OF BID
<u>25</u> 01150	<u>Storage Tanks, exist.</u> <u>1,500 gal. diesel</u>	<u>1 ea.</u> @ \$	= \$
<u>26</u> 01150	<u>Storage Tanks, new</u> <u>270 gal. day tank</u>	<u>3 ea.</u> @ \$	= \$
<u>27</u> 01150	<u>Secondary Contain-</u> <u>ment</u>	-----Lump Sum = \$	
<u>28</u> 01150	<u>Piping, 2 1/2"</u> <u>G.S. Pipe</u>	<u>1,400 L.F.</u> @ \$	= \$
<u>29</u> 01150	<u>Piping, 2"</u> <u>G.S. Pipe</u>	<u>240 L.F.</u> @ \$	= \$
<u>30</u> 01150	<u>Piping, 1"</u> <u>G.S. Pipe</u>	<u>30 L.F.</u> @ \$	= \$
<u>31</u> 01150	<u>Dispensing pump</u>	<u>1 ea.</u> @ \$	= \$
<u>32</u> 01150	<u>Metering and Alarms</u>	-----Lump Sum = \$	
<u>33</u> 01150	<u>Electrical Work</u>	-----Lump Sum = \$	
<u>34</u> 01150	<u>Class A1 Pipe</u> <u>Concealment</u>	<u>135 L.F.</u> @ \$	= \$
<u>35</u> 01150	<u>Class A2 Pipe</u> <u>Concealment</u>	<u>810 L.F.</u> @ \$	= \$
<u>36</u> 01150	<u>Class B Pipe Con-</u> <u>cealment</u>	<u>515 L.F.</u> @ \$	= \$

ITEM NO. SECTION	ITEM, QUANTITY & UNIT OF MEASURE	UNIT PRICE	AMOUNT OF BID
---------------------	----------------------------------	---------------	------------------

Water Treatment Plant

<u>43</u> 01150	(a) <u>Process Equipment</u>		
	(b) <u>Lab & Office Furnish</u>		
	<u>ings</u>		
	(c) <u>High Service Pumping</u>		
	<u>Unit</u>		
	(d) <u>Control Building,</u>		
	<u>Structural</u>		
	(e) <u>Control Building,</u>		
	<u>Mechanical</u>		
	(f) <u>Control Building,</u>		
	<u>Electrical</u>		
	(g) <u>Total - Item 43 -----</u>	<u>Lump Sum</u>	= \$ _____

<u>44</u> 01150	<u>Yard Piping</u>	<u>-----</u>	<u>Lump Sum</u> = \$ _____
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<u>45</u> 01150	<u>Waste System, New</u>	<u>-----</u>	<u>Lump Sum</u> = \$ _____
	<u>1,500 Gal.waste tank</u>		

<u>46</u> 01150	<u>Waste System,</u>	<u>-----</u>	<u>280</u>	<u>L.F.@</u>	\$ _____	= \$ _____
	<u>6" D.I. Pipe</u>					

<u>47</u> 01150	<u>Waste System,</u>	<u>-----</u>	<u>280</u>	<u>L.F.@</u>	\$ _____	= \$ _____
	<u>1-1/2" Polyethylene Pipe</u>					

ITEM NO. SECTION	ITEM, QUANTITY & UNIT OF MEASURE	UNIT PRICE	AMOUNT OF BID
48 01150	Water Storage Facilities ----- Lump Sum = \$		
49 01150	Hydro-Pneumatic Tank ----- Lump Sum = \$		
50 01150	Bituminous Surfacing Access Road ----- 27.5 L.F. @ \$ = \$		
51 01150	Bituminous Surfacing, Parking Area ----- Lump Sum = \$		
52 01150	Fencing ----- 680 L.F. @ \$ = \$		
53 01150	Class A1 Pipe Concealment ----- 80 L.F. @ \$ = \$		
54 01150	Class A2 Pipe Concealment ----- 190 L.F. @ \$ = \$		
55 01150	Class B Pipe Concealment ----- 360 L.F. @ \$ = \$		
	----- @ \$ = \$		
Total Bid-Improvement D-----\$			
(Items 37 through 55)			

ITEM NO. SECTION	ITEM, QUANTITY & UNIT OF MEASURE	UNIT PRICE	AMOUNT OF BID
---------------------	----------------------------------	---------------	------------------

ROCK HARBOR BOAT PUMP-OUT SYSTEM - IMPROVEMENT E

56 Boat Pump-Out
01150 Station -----Lump Sum = \$ _____

57 2-inch Galvanized
01150 Steel Pipe ----- 90 L.F. @ \$ _____ = \$ _____

58 1-inch Galvanized
01150 Steel Pipe ----- 80 L.F. @ \$ _____ = \$ _____

59
01150 Manhole -----Lump Sum = \$ _____

----- @ \$ _____ = \$ _____

Total Bid-Improvement E-----\$ _____
(Items 56 through 59)

BID SUMMARY

BID ITEM 1, FORCE ACCOUNT----- \$ 13,000

TOTAL, IMPROVEMENT B (Items 2 through 19)----- \$ _____

TOTAL, IMPROVEMENT C (Items 20 through 36)----- \$ _____

TOTAL IMPROVEMENT D (Items 37 through 55)----- \$ _____

TOTAL IMPROVEMENT E (Items 56 through 59)----- \$ _____

TOTAL BID (Items 1 through 59)----- \$ _____

Contingent Sum to be included in the total cost of work. Payment will be as specified in Section 01025.

Above quantities, except Lump Sum, are estimated and will be used to solicit bids, but payment will be made only for actual quantities of work completed.

Arrangement of the above items is for convenience in comparing bids. Award will be made to one Bidder in accordance with Clause 10 of the Instructions to Bidders.

END

ATTACHMENT TO BID FORM, SF-21

REPRESENTATIONS BY BIDDER PURSUANT TO "BUY AMERICAN ACT"

NOTE: Unless bidder intends to furnish NONDOMESTIC construction material it is unnecessary to complete this form, but it should be returned with the bid.

Bidder represents that all construction materials to be used, other than those specifically exempt from the requirements of the Buy American Act as listed on the back of this form, will be domestic materials conforming to Clause No. 24, "Buy American", of the General Provision (Standard Form 23-A) except as noted below:

Name of each item of nondomestic material	Quantity (weight, feet, no., etc.)	Cost delivered to the job site
Total		\$

The Contractor will be limited in the use of nondomestic materials to those listed above and those specifically exempt from the requirements of the Buy American Act as listed on the back of this form.

List below the lowest cost of domestic material comparable to each item of nondomestic material shown above, based upon bidder's canvass of domestic suppliers (as required by Paragraph (b) (2) on the back of this form).

Name of each item of domestic material comparable to offered nondomestic material	Quantity (weight, feet, no., etc.)	Cost delivered to the job site
Total		\$

If nondomestic construction materials are listed above, an alternate bid may be submitted offering comparable domestic materials as described in Paragraph (b) (3) on the reverse hereof. However, unless the bidder specifically states alternate bid prices for specific items of the schedule, based upon use of comparable domestic materials, the bid will be evaluated only on the basis of the foreign materials listed above.

INFORMATION REGARDING BUY AMERICAN ACT

- (a) 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. (See the clause entitled "Buy American" in Standard Form 23A, General Provisions, Construction Contracts.) This requirement does not apply to the following construction material or components:

Acetylene black	Menthol, natural bulk
Asbestos, amosite	Mica
Bananas	Nickel primary, in ingots, pigs, shot, cathodes, or similar forms; nickel oxide and nickel salts
Beef extract	Nitroguanidine (also known as picrite)
Bismuth	Olive oil
Books, pamphlets, newspapers, magazines, periodicals, printed briefs, and films which are not printed in the United States and for which domestic editions are not available	Olives (green), pitted or stuffed or bulk
Brazil nuts, unroasted	Opium, crude
Cadmium, ores and flue dust	Petroleum, crude oil; unfinished oils and finished products
Calcium cyanamide	Platinum and platinum group metals refined, as sponge, powder, ingots, or cast bars
Capers	Pyrethrum flowers
Cashew nuts	Quartz crystals
Chicle	Quebracho
Chrome ore or chromite	Quinidine
Cinchona bark	Radium salts
Cobalt, in cathodes, rondelles, or other primary forms	Rubber, crude and latex
Cocoa beans	Rutile
Coconut and coconut meat, unsweetened, in shredded, dessiccated, or similarly prepared form	Sperm oil
Coffee, raw or green bean	Spices and herbs in bulk
Cork, wood or bark and waste	Sugars, raw
Diamonds, industrial, stones	Swords
Emetine, bulk	Talc, block steatite
Ergot, crude	Tapioca flour and cassava
Fair linen, altar	Tartar, crude; tartaric acid and cream of tartar in bulk
Fibers of the following types: Abaca, agave, coir, jute and palmyra	Tea in bulk
Goat and kid skins	Tin in bars, blocks and pigs
Graphite, natural	Vanilla beans
Hog bristles for brushes	Venom, cobra
Hyoscine, bulk	Wax, carnauba
Ipecac, root	Woods of the following species: Angelique, balsa, ekki, greenheart, lignum vitae, mahogany, and teak

- (b) (1) Furthermore, bids or proposals offering use of additional non-domestic construction material may be acceptable for award if the Government determines that use of comparable domestic construction material is impracticable or would unreasonably increase the cost of that domestic construction material (in sufficient and reasonably available commercial quantities and of a satisfactory quality) is unavailable. Reliable evidence shall be furnished justifying such use of additional non-domestic construction material.
- (2) Where it is alleged that use of domestic construction material would unreasonably increase the cost:
- (i) Data shall be included by the bidder, based on a reasonable canvass of suppliers, demonstrating that the cost of each such domestic construction material would exceed by more than 6 percent the cost of comparable non-domestic construction material. (All costs of delivery to the construction site shall be included, as well as any applicable duty.)
 - (ii) For evaluation purposes, 6 percent of the cost of all additional non-domestic construction material, which qualifies under paragraph (i) above will be added to the bid or proposal.
- (3) When offering additional non-domestic construction material, 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 non-domestic construction material to be acceptable under (1) above, will cause rejection of the entire bid.

STANDARD FORM 19-B - REPRESENTATIONS AND CERTIFICATIONS CONTINUED

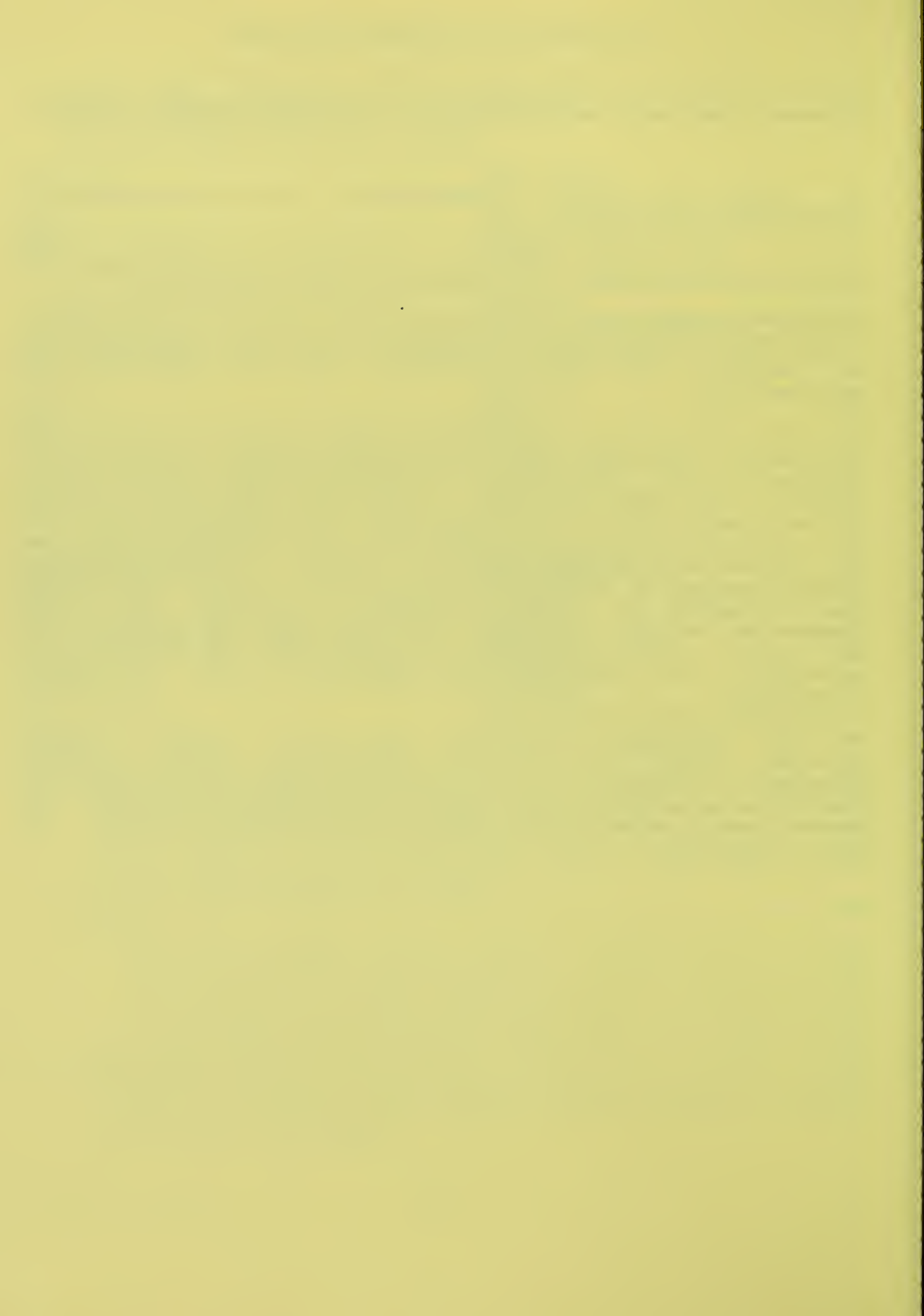
10. PUBLIC OR PRIVATE ORGANIZATIONS FOR THE HANDICAPPED OR HANDICAPPED INDIVIDUALS:

(Execute if a small business set-aside is involved and the offeror deems himself to be eligible.)

He is ☒ a public or private organization for the handicapped or a handicapped individual, as provided in the Small Business Act, as amended, and the regulations of the Small Business Administration.

The term "public or private organization" is one "* * * (i) which is organized under the laws of the United States or of any State, operated in the interest of handicapped individuals, the net income of which does not inure in whole or in part to the benefit of any shareholder or other individual; (ii) which complies with any applicable occupational health and safety standard prescribed by the Secretary of Labor; and (iii) which, in the production of commodities and in the provision of services during any fiscal year in which it receives financial assistance under this subsection, employs handicapped individuals for not less than 75 per centum of the man-hours required for the production or provision of the commodities or services.* * *" (15 U.S.C. 636h(1)(A))

The term "handicapped individual" means a "* * * person who has a physical, mental, or emotional impairment, defect, ailment, disease, or disability of a permanent nature which in any way limits the selection of any type of employment for which the person would otherwise be qualified or qualifiable* * *." (13 CFR 118.2(f))



REPRESENTATIONS AND CERTIFICATIONS**(Construction and Architect-Engineer Contract)****(For use with Standard Forms 19, 21 and 252)**

REFERENCE (Enter same No.(s) as on SF 19, 21 and 252)

IFB 6310-78A

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. (A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration. For additional information see governing regulations of the Small Business Administration (13 CFR Part 121)).

2. MINORITY BUSINESS ENTERPRISE

He ☐ is, ☐ is not a minority business enterprise. A minority business enterprise is defined as 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 purpose of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American-Aleuts."

3. 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.)

4. TYPE OF ORGANIZATION

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

5. 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.

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.

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

6. 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 representations need not be submitted in connection with contracts or subcontracts which are exempt from the equal opportunity clause.)

7. 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

8. 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.

9. CLEAN AIR AND WATER

(Applicable if the bid or offer exceeds \$100,000, or the contracting officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The bidder or offeror certifies as follows:

(a) Any facility to be utilized in the performance of this proposed contract has ☐, has not ☐, been listed on the Environmental Protection Agency List of Violating Facilities.

(b) He will promptly notify the contracting officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

(c) He will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

BID BOND
(See Instructions on reverse)

24-103

DATE BOND EXECUTED (Must not be later than bid opening date)

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP
☐ JOINT VENTURE ☐ CORPORATION

STATE OF INCORPORATION

SURETY(IES) (Name and business address)

PENAL SUM OF BOND

BID IDENTIFICATION

PERCENT
OF BID
PRICE

AMOUNT NOT TO EXCEED

BID DATE

INVITATION NO.

MILLION(S) THOUSAND(S) HUNDRED(S) CENTS

FOR (Construction,
Supplies or Services)

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: *Provided*, That, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the bid identified above.

NOW, THEREFORE, if the Principal, upon acceptance by the Government of his bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), shall 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 (10) days if no period is specified) after receipt of the forms by him, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the Government for any cost of procuring the work which exceeds the amount of his bid, then the above obligation shall be void and of no effect.

Each Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government, notice of which extension(s) to the Surety(ies) being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this bid bond and have affixed their seals on the date set forth above.

PRINCIPAL

Signature(s)	1	2	Corporate Seal
	(Seal)	(Seal)	
Name(s) & Title(s) (Typed)	1	2	

INDIVIDUAL SURETIES

Signature(s)	1	2
	(Seal)	(Seal)
Name(s) (Typed)	1	2

CORPORATE SURETY(IES)

SURETY A	Name & Address	STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2	
	Name(s) & Title(s) (Typed)	1	2	

CORPORATE SURETY(IES) (Continued)						
SURETY B	Name & Address			STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2			
	Name(s) & Title(s) (Typed)	1	2			
SURETY C	Name & Address			STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2			
	Name(s) & Title(s) (Typed)	1	2			
SURETY D	Name & Address			STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2			
	Name(s) & Title(s) (Typed)	1	2			
SURETY E	Name & Address			STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2			
	Name(s) & Title(s) (Typed)	1	2			
SURETY F	Name & Address			STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2			
	Name(s) & Title(s) (Typed)	1	2			
SURETY G	Name & Address			STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2			
	Name(s) & Title(s) (Typed)	1	2			

INSTRUCTIONS

1. This form is authorized for use whenever a bid guaranty is required in connection with construction work or the furnishing of supplies or services. There shall be no deviation from this form without approval by the Administrator of General Services.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.

3. The penal sum of the bond may be expressed as a percentage of the bid price if desired. In such cases, a maximum dollar limitation may be stipulated (e.g., 20% of the bid price but the amount not to exceed _____ dollars).

4. (a) Corporations executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within

the limitations set forth therein. Where more than a single corporate surety is involved, their names and addresses (city and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)", and in the space designated "SURETY(IES)" on the face of this form only the letter identification of the Sureties shall be inserted.

(b) Where individual sureties execute the bond, they shall be two or more responsible persons. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. Such sureties may be required to furnish additional substantiating information concerning their assets and financial capability as the Government may require.

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

6. The name of each person signing this bid bond should be typed in the space provided.

LABOR STANDARDS PROVISIONS

APPLICABLE TO CONTRACTS IN EXCESS OF \$2,000

1. 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 therein. 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.

2. 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 $1\frac{1}{2}$ 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).

3. APPRENTICES AND TRAINEES

(a) Apprentices shall be permitted to work at less than the predetermined rate for the work they performed (1) when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or (2) if a person is employed 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 Agency (where appropriate) to be eligible for probationary employment as an apprentice. 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 or otherwise employed as stated 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 or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios allowed and wage rates (expressed in percentages of the journeyman hourly rates) for the area of construction, prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

(b) Except as provided in 29 CFR 5.15 trainees shall not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification, by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training. The term "trainee" means a person registered and receiving on-the-job training in a construction occupation under a program which has been approved in advance by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, as meeting its standards for on-the-job training programs and which has been so certified by the Bureau. The ratio of trainees to journeymen shall not be greater than the ratio permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor shall furnish the Contracting Officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the Contractor shall no longer utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(d) If at any time the Bureau of Apprenticeship and Training determines, after opportunity for a hearing, that the standards of a training program have not been complied with, or that such a program fails to provide adequate training for participants, the Contractor shall not utilize trainees at less than the predetermined rate for the classification of work actually performed until an acceptable program is approved. If the contractor brings an appeal pursuant to 29 CFR 5.17 within 30 days of his receipt of a certified letter withdrawing the Bureau of Apprenticeship and Training's approval, the effect of the withdrawal of approval of the program will be delayed until a decision is rendered on the appeal pursuant to 29 CFR 5.17.

4. 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 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 contributing 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 5) 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." Contractors employing apprentices or trainees under approved programs shall include a notation of the first weekly certified payrolls submitted to the contracting agencies that their employment is pursuant to an approved program and shall identify the program.

(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. (40 FR 48326 10/14/75)

5. 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.

6. 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.

7. 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."

8. 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.

9. DISPUTES CONCERNING LABOR STANDARDS

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.

LABOR STANDARDS PROVISIONS (Continued)

(Construction Contract)

The provisions of Clauses 1 through 9 of Standard Form 19A are modified and enlarged as follows:

10. LOCAL LABOR PROVISIONS

The wage rates listed in the schedule are the minimum hourly rates which may be paid under the contract. It is the responsibility of the Contractor to inform himself as to local labor conditions such as length of work-day and work-week, overtime compensation, fringe benefits payments, labor supply, and prospective changes or adjustment of wage rates; no increase in the contract price will be allowed on account of the payment of wages at rates in excess of those specified in the schedule, or of those added thereto by agreement or by determination of the Secretary of Labor.

11. SELECTION OF LABOR

(a) Insofar as possible, the Contractor should utilize the services of the United States Employment Service for obtaining labor of the unskilled, intermediate, and skilled classes.

(b) The Contractor is encouraged to participate in those bona fide apprenticeship programs of State Apprenticeship Councils recognized by the United States Department of Labor, and other training programs financed in whole or part by the Government.

12. COMPLIANCE WITH LABOR PROVISIONS

Except upon submission of evidence of an honest dispute with respect to labor provisions herein, payments under the contract may be delayed until receipt of payroll records containing required information and statements assuring compliance with labor provisions.

13. PAYROLLS, COPELAND ACT, AND FRINGE BENEFIT STATEMENTS

The Department of Labor has developed a weekly payroll form, Form WH-347, "Payroll (For Contractors' Optional Use)"; a corresponding instruction sheet, Form WH-347 Inst.; and a Form WH-348 Statement of Compliance. The data on the face of Form WH-348 appears on the reverse side of Form WH-347. The contractor, or subcontractors, may use the new payroll form or an appropriate substitute payroll form of his own choice. If a substitute payroll form is used, a copy of the weekly statement must be included or attached using either new Form WH-348, on which the weekly statement is printed separately, or any form with the identical wording. The WH forms are available for purchase from the Superintendent of Documents, U. S. Government Printing Office, Washington, D. C. 20402.

14. SUBCONTRACTOR LABOR STANDARD STATEMENTS

The Contractor shall submit statements from all subcontractors that the Labor Standard Provisions of the contract have been inserted in all subcontracts, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that in turn be made.

15. EQUIPMENT RENTAL

(a) No individual shall be employed as a laborer or mechanic on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams, trucks, or other equipment from individuals. No such rental equipment, or any charges for feed, fuel, supplies, or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee.

(b) All of the above provisions shall also apply where work is to be performed by piece work, station work, or by subcontract. The minimum wage shall be exclusive of equipment rental or any equipment which the Contractor's employee may furnish for accomplishing this work.

(c) In accordance with a decision of the Solicitor of Labor, dated September 13 and 26, 1961, the provisions of the Davis-Bacon Act and other related Acts will not be applied to bona fide owner-operators of trucks or other similar construction hauling equipment who are independent Contractors. Owner-Operator status shall be evidenced by a statement signed by BOTH the owner-operator and the contractor and submitted with the contractor's first payroll after the agreement becomes effective. Only one submission will be required for each owner-operator regardless of the number of pay periods worked and this one statement shall be considered as being continuously valid unless cancelled in writing by either or both of the signers. Subsequent payrolls shall include the names of the bona fide owner-operators noted as such, but need not show hours worked nor rates paid. These provisions pertain only to trucks and similar construction hauling equipment and the validity of owner-operator status for other types of equipment shall be subject to separate investigation, determination, and approval by the Contracting Officer.

16. MINIMUM WAGE RATES

The Secretary of Labor has made a determination of the minimum prevailing wage rates which may be paid to the classes of labor to be employed on this project. The decision number and date with minimum rates for this project are as follows on the succeeding pages.

If the following pages of minimum wage rates contain only one schedule, that schedule will apply to all the work described therein.

If the following pages of minimum wage rates contain two or more schedules, designating the work as "Building Construction," "Heavy Construction," and/or "Highway Construction" (singly or in any combination) the wage rate schedules will be applied in accordance with the following definitions:

Building Construction: Construction of buildings, structures, including modifications thereof, or additions or repairs thereto, intended for use for shelter, protection, maintenance, operations, comfort or convenience. Building construction shall include the demolition, excavation, and foundations for building construction.

Highway Construction: Construction of highways, roads, streets, alleys, sidewalks, guard rails, fences, parkways, parking areas, airports, trails, athletic fields, highway bridges, grade separations involving highways, cattle guards, cattle passes, light construction, drainage structures and culverts, sewage and waterworks improvements, incidental to street and highway improvements.

Heavy Construction: Construction of railroad projects, heavy construction and railroad bridges, heavy construction sewers and water mains, grade separations involving a railroad, foundations, pile driving, piers, abutments, retaining walls, viaducts, tunnels, subways, track elevation, elevated highways, drainage projects (other than for highways), sanitation projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoirs, water

supply projects, water power development, hydro-electric development, transmission lines, pipe lines, locks, dams, dikes, levees, revetments, channels, channel cut-offs, intakes, dredging projects, jetties, breakwaters, launching ramps, docks, harbors, industrial sites (excluding paving operations), excavation and disposal by contract of overburden and the loading by contract of all materials from which the overburden has been removed (other than for highways), including the operation, maintenance and repair of all land and floating plant, equipment, vehicles and other facilities used in connection with and serving the aforementioned work and services, not including building construction.

However, it is the responsibility of the Contractor to use the proper rates in accordance with the local area practice for each wage classification involved. If the local area practice differs from or modifies the above definitions in any way, the local practice shall prevail. When a question arises as to whether or not the schedule used complies with local practice, it will be the responsibility of the Contractor to furnish proof that his actions do conform to local practice; however, the decision of the Contracting Officer shall be final. Any failure on the part of the Contractor to comply with the above stipulations will constitute a violation of the Labor Standards Provisions of the contract.

SUPPLEMENTAL DECISION

STATE: Michigan
 DECISION NO.: M178-2011
 COUNTRIES: See Below
 DATE: MARCH 10, 1978
 Supersedes Decision No. M177-2051, dated May 6, 1977 in 42 FR 23774
 DESCRIPTION OF WORK: Building (Does not include single family homes and garden type apartments up to and including four stories) and heavy (excluding Bridge, Airport and Sewer) Construction.

COUNTRIES: Alger, Baraga,
 Chippewa, Dickinson, Gogebic
 Houghton, Keweenaw, Mackinac,
 Marquette & Ontonagon

ASBESTOS WORKER:

Chippewa & Mackinac Counties
 Gogebic & Ontonagon Counties
 Remainder of Counties

BOILERMAKERS

BRICKLAYERS:

Alger & Marquette Counties:
 Bricklayers, Stonemasons,
 Plasterers, & Marble-Tile-
 Terrazzo Workers

Chippewa & Mackinac Counties:

Bricklayers & Stonemasons

Plasterers

Tile & Terrazzo Workers

Remainder of Counties:

Bricklayers, Stonemasons,
 Plasterers, Marble-Tile and
 Terrazzo Workers

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Basic Hourly Rates	Fringe Benefits Payments				Education and/or Appr. Tr.
	H & W	Pensions	Vacation		
\$11.11	.84	1.48			.02
10.65	.40	.25			.05
10.06	.60	.50	.65		.03
11.07	1.10	1.20	1.50		.01
9.62	.75	.50			.01
9.59	.70	.60			
9.44	.70	.60			
9.39	.70	.60			
9.62	.75	.50			.01
9.24	.60	.60			.01
10.19	.60	.60			.01
9.44	.60	.60			.01
9.12	.75	.50			.01
9.02	.70	.60			.01
9.12	.75	.50			.01
11.06	.40	.31			.51
9.74	.40	.31			.51
11.55	.45	.31			.10111
10.15	.45	.31			.10111

DECISION NO. M178-2011

ELECTRICIANS (CONT'D)

Chippewa & Mackinac Counties
 Gogebic County
 Remainder of Counties:
 Contracts \$45,000 & over
 Contracts up to \$45,000
 ELEVATOR CONSTRUCTORS:
 Constructors
 Helpers
 Helpers (Prob.)
 IRONWORKERS
 LATHERS
 PAINTERS:
 Dickinson County:
 Commercial & Industrial
 Alger & Marquette Counties
 Brush
 Glaziers
 Bridges, Water Tanks, Radio &
 TV
 Chippewa & Mackinac Counties:
 Commercial-Industrial & Sign
 Painter
 Taper-Hand
 Taper-Machine
 Steel
 Glaziers
 Baraga, Houghton, Keweenaw &
 the northern portion of Ontonagon
 County:
 Brush, Paperhangers, Tapers
 and Glaziers
 Spray & Sandblasting
 Gogebic County & the Remainder
 of Ontonagon County:
 Brush, Paperhangers
 Spray

Basic Hourly Rates	Fringe Benefits Payments				Education and/or Appr. Tr.
	H & W	Pensions	Vacation		
\$ 9.23	.40	.11			.11
10.80	.41	.31	.11		.11
10.89	.40	.31			.11
8.25	.40	.31			.11
10.765	.745	.56			.025
701JR	.745	.56			.025
501JR	.50	1.00	1.40		.04
8.85	.64	1.00	.50		.01
8.95		.75			
9.25					
9.25					
11.00					
7.00			1.50		1.50
7.45			1.50		1.50
7.55			1.50		1.50
9.50			1.50		1.50
5.80			1.50		1.50
8.00					
8.50					
6.00					
6.00					
6.50					

DECISION NO. M178-2011

	Basic Hourly Rates	Fringe Benefits Payments				Education and/or Appl. Tr.
		H & W	Pension	Vacation		
PLUMBERS & STEAM FITTERS	\$ 9.43	.70	.70	1.00		.02
ROOFERS	9.15		.50			
SHEET METAL WORKERS	10.08	.75+.08	.65			.04
SPRINKLER FITTERS	11.65	.65	.95			.08
TRUCK DRIVERS:						
Truck Driver	7.72	b22.00	b16.00			
Heavy Duty, Double Axle & Semi	7.85	b22.00	b16.00			
Euclid	8.08	b22.00	b16.00			

FOOTNOTES:

- a. 7 Paid Holidays-New Year's Day-Memorial Day- Independence Day-Labor Day- Thanksgiving Day-Day after Thanksgiving & Christmas Day plus employer contributes 8% of Regular Hourly Rate to vacation pay credit for employee who has worked in business more than 5 years & 6% for employees in business less than 5 years
- b. Per Week, Per Employee

DECISION NO. M178-2011

Welders receive rate prescribed for craft performing operation to which welding is incidental.

FOOTNOTES:

- a. Employer contributes 2% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years; 4% contribution for more than 5 years.
- b. Per Week, Per Employee

	Basic Hourly Rates	Fringe Benefits Payments				Education and/or Appl. Tr.
		H & W	Pension	Vacation		
LABORERS						
Class A	\$ 7.30	.55	.35			.04
Class B	7.40	.55	.35			.04
Class C	7.70	.55	.35			.04
Class D	7.85	.55	.35			.04

LABORERSCLASS A: General Construction Laborers

CLASS B: Chipping Hammers; Concrete Mixers; Green Cutting (air, electric or gas); Material Mixers (hand or machine); Motor driven Buggies; Mortar Mixers; Sand Blasters; Templing Machines; Vibrator operator; Laborers with concrete mixer to pour, including pour from trucks

CLASS C: Blasters; Buster Operators; Cement Gun Nozzleman; Drillers; Layers of all non-metallic pipe; Mixers

CLASS D: Underground Work, Tunnels and Shafts - muckers, caisson workers, miners, drillers, blasters.

DECISION NO. M178-2011

LC -ZONE II

MICH-7-PED-1-2-SZ-U

LINE CONSTRUCTION: ZONE 11	Basic Hourly Rates	Fringe Benefits Payments				Education and/or Appr. Tr.
		H & W	Pensions	Vacation		
Linemen; Heavy Equipment Operator	\$10.12	.45	3%	a	.5%	
Cable Splicer	10.54	.45	3%	a	.5%	
Combination Digger Operator; Tractor Operator Groundman; 1st 6 months	7.32	.45	3%	a	.5%	
Over 6 months	7.91	.45	3%	a	.5%	
Light Equipment Operator Groundman; Distribution Line Truck Driver Operator; 1st 6 months	6.36	.45	3%	a	.5%	
Over 6 months	6.94	.45	3%	a	.5%	
Combination Winch Truck Driver Groundman; 1st 6 months	5.79	.45	3%	a	.5%	
Over 6 months	6.62	.45	3%	a	.5%	
Combination Truck Driver Groundman	5.60	.45	3%	a	.5%	

FOOTNOTE:

- a. 7 paid Holiday; New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving Day; and Christmas Day.

DECISION NO. M178-2011

POWER EQUIPMENT OPERATORS;
BUILDING, HEAVY & UNDERGROUND
CONSTRUCTION

	Basic Hourly Rates	Fringe Benefits Payments				Education and/or Appr. Tr.
		H & W	Pensions	Vacation		
CLASS A	\$ 8.72	.80	1.00	10%	.02	
CLASS B	7.99	.90	1.00	10%	.02	
CLASS C	7.46	.80	1.00	10%	.02	
CLASS D	6.95	.80	1.00	10%		

CLASS A - Regular equipment operator, crane, dozer, front end loader,
job mechanic

CLASS B - Air Track drill, boom truck, concrete mixers, fork truck,
material hoist & tugger, pumps 6" or over, pumperete, belt crete,
aqueza crata, sweeping machine trencher, winches, well pointas nd
freeze systems

CLASS C - Air compressor, conveyor, concrete saw, farm tractor (without
attachments) generator, guard post driver, mulching pumps under 6"
welders

CLASS D - Oiler, fireman, heater operator

POWER EQUIPMENT OPERATORS;
STEEL ERECTION

<u>POWER EQUIPMENT OPERATORS!</u>						
<u>STEEL ERECTION</u>						
CLASS 1 - Operator	\$ 8.95	.80	1.00	10%	.02	
CLASS 2 - Compressor or Welder	7.95	.80	1.00	10%	.02	
CLASS 3 - Oiler & Fireman	7.05	.80	1.00	10%		

SUPERSEDES DECISION

STATE: Michigan
 DECISION NO. M178-2054
 Supersedes Decision No. M177-2125, dated September 16, 1977 in 42 FR 46892
 DESCRIPTION OF WORK: Highway, Bridge, Airport and Sewer Construction exclusive of Buildings

COUNTIES: Statewide
 DATE: JUNE 2, 1978

CARPENTERS:

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
ZONE 1 WACOMB, MONROE, OAKLAND, ST. CLAIR & WAYNE COUNTIES; in LIVINGSTON COUNTY The Townships of Brighton, Deerfield, Genoa, Hartland, Oscoda & Tyrone, in SANILAC COUNTY That part East of a line projected North & continuing the East Lapeer & West St. Clair county lines to South Huron County line	10.48	.75	96	110	.04
ZONE 2E ARENAC, BAY, CLARE, CLINTON, GENESSEE, GLADWIN, GRAIOT, HURON, INGHAM, ISABELLA, IOSCO, JACKSON, LAPEER, LENAWEE, MIDLAND, OGDEN, SAGINAW, SHIAWASSEE, TUSCOOLA & WASHTENAW COUNTIES; the Remainder of LIVINGSTON & SANILAC COUNTIES; in EATON COUNTY, All but the Townships of Bellevue, Kalamo, Vermontville & Walton; in IONIA COUNTY, the Townships of Danby, Orange, Portland & Seveva	10.38	.60	.60		.01
ZONE 2H ALLEGAN, BARRY, BRANCH, CALHOUN, CASS, HILLSDALE, KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MESOCTA, MONTCALM, MUSKEGON, NEMAYGO, OCEANA, OTTAWA, ST. JOSEPH & VAN BUREN COUNTIES; the Remainder of EATON & IONIA COUNTIES; in BERRIEN COUNTY, all but the Townships of Chikaming, New Buffalo & 3 Oaks; in BENZIE COUNTY, the Townships of Blaine, Colfax, Crystal, Lake Gimore, Joyfield & Weldon	10.25	.60	.60		.01

DECISION NO. M178-2054

Basic Hourly Rates	Fringe Benefits Payments			
	M & W	Pensions	Vocetion	Education and/or Appr. Tr.
CARPENTERS (CONT'D)				
ZONE 1				
ALCONA, ALPENA, ANTRIM, CHAR- LEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, KALKASKA, LEELEAUNAW, MIS- SAUKEE, MONTMORENCY, OSEOLA, OSCADA, OTSEGO, PRESQUE, ISLE ROSCOWEN & WEXFORD COUNTIES & The remainder of BENZIE COUNTY	10.14	.60		.01
ZONE 2				
ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, Keweenaw, LUCE, MAKINAC, MARQUETTE, MONTMINEE, ONTO- NAGON & SCHOOLCRAFT COUNTIES	10.09	.60		.01
ZONE 3				
THE REMAINDER OF BERRIEN COUNTY	12.03	.50	.57	.05
CEMENT MASONS:				
ZONE 1				
GENESEE, LIVINGSTON, MACOMB, MCNAB, OAKLAND, SAGINAW, WASHINGTON & WAYNE COUNTIES- Cement masonry related to Highway, Road & Street Con- struction	11.65 11.30	.50 .50	.50 .50	.02 .02
ZONE 2 - Remainder of State				
PAINTERS:				
KINT, MONTCALM, MEOOSTA & the West 1/2 of IONIA COUNTIES only;				
Brush	8.55	.50	.25	.02
Bridges over Highway or Rail- roads	8.80	.50	.25	.02
Steam Cleaning/Sandblasting; Bridge Work over Rivers or Lakes, Spray & Pressure Roller	9.05	.50	.25	.02

Basic Hourly Rates	Fringe Benefits Payments			
	M & W	Pensions	Vocetion	Education and/or Appr. Tr.
IRONWORKERS:				
STRUCTURAL & REINFORCING				
ZONE 1				
Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon & Schoolcraft Counties	9.50	1.00	1.40	.04
ZONE 2				
Emmet, Charlevoix, Antrim, Leelanau, Benzie, Grand Traverse, Laktaska, Mason, Manistee, Wexford, Missaukee, Lake, Osceola, Oceana, Mecosta, Newaygo, Muskegon, Kent, Montcalm, Ottawa, Ionia, Allegan, Barry, Eaton, Van Buren, Kalamazoo, Calhoun, St. Joseph, Branch & Hilledale Counties	10.70	.60	1.00	.08
ZONE 3				
Remainder of State				
STRUCTURAL REINFORCING				
	11.18 10.10	85 1.23	148 156	.09 .07

DECISION NO. M178-2034

SW LAB OC

LABORERS:	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education end/or Appr. Tr.
OPEN CUT CONSTRUCTION ZONE 6 - GENESEE, LAPEER & SHEWASSEE COUNTIES					
CLASS 1	7.50	.55	.55	.55	.04
CLASS 2	7.60	.55	.55	.55	.04
CLASS 3	7.70	.55	.55	.55	.04
CLASS 4	7.75	.55	.55	.55	.04
CLASS 5	7.85	.55	.55	.55	.04
ZONE 7 - BAGINAM, BAY, MIDLAND GRADITOT, TUSCOOLA, ISABELLA, BUREN, CLARE, GLADWIN, A RENAC, ROSCONN & OGEMA COUNTIES					
CLASS 1	7.65	.55	.35	.55	.04
CLASS 2	7.75	.55	.35	.55	.04
CLASS 3	7.85	.55	.35	.55	.04
CLASS 4	7.90	.55	.35	.55	.04
CLASS 5	8.00	.55	.35	.55	.04
ZONE 8 - BARRY, CALHOUN, BRANCH, ALLEGAN, KALAMAZOO, ST. JOSEPH, VAN BUREN, BERRIEN, CASS, MUS- KOGON, OCEANA, NEWAGO, S.W. PART OF EATON TO CITY OF OLIVET & EASTERN PART OF LAKE COUNTY					
CLASS 1	6.65	.55	.35	.55	.04
CLASS 2	6.75	.55	.35	.55	.04
CLASS 3	6.85	.55	.35	.55	.04
CLASS 4	6.90	.55	.35	.55	.04
CLASS 5	7.00	.55	.35	.55	.04
ZONE 9 - OSCOLA, MOCOSTA, KENT, MONTCALM, OTTAWA, IONIA (EX- CEPT CITY OF PORTLAND) COUNTIES					
CLASS 1	6.10	.55	.35	.55	.04
CLASS 2	6.20	.55	.35	.55	.04
CLASS 3	6.30	.55	.35	.55	.04
CLASS 4	6.35	.55	.35	.55	.04
CLASS 5	6.45	.55	.35	.55	.04

DECISION NO. M178-2034

SW LAB OC

LABORERS:	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education end/or Appr. Tr.
OPEN CUT CONSTRUCTION ZONE 10 - MANISTEE, MASON, EMMETT, CHEBOYGAN, ANTRIM, CHARLEBOIX, OTESGO, LEELENAU, BENIE, GRAND TRAVERSE, KALKA- SKA, CHAMFORD, WEXFORD, MNT- SAUKEE, PRESQUE ISLE, MONT- MORENCY, ALPENA, OSCODA, ALCONA & IOSCO COUNTIES					
CLASS 1	5.75	.55	.35	.55	.04
CLASS 2	5.85	.55	.35	.55	.04
CLASS 3	5.95	.55	.35	.55	.04
CLASS 4	6.00	.55	.35	.55	.04
CLASS 5	6.10	.55	.35	.55	.04
ZONE 11 - ENTIRE UPPER PENINSULA					
CLASS 1	6.77	.55	.35	.55	.04
CLASS 2	6.87	.55	.35	.55	.04
CLASS 3	6.97	.55	.35	.55	.04
CLASS 4	7.02	.55	.35	.55	.04
CLASS 5	7.07	.55	.35	.55	.04

LABORERS: OPEN CUT CONSTRUCTION

CLASS 1 - Construction Laborer

CLASS 2 - Mortar & Material Mixers, Concrete form man, Signal Man, Well Point Man, Manhole, Headwall & Catch Basin builder, Guard Rail Builders & Fence Erectors

CLASS 3 - Air, Gasoline, Electric Tool Opr., Vibrator Oper., Driller, Pumpman Tar Kettle Opr., Brackets, Rodder, reinforced Steel or mesh (under 10 H.P.) Windlass & Tugger Man

CLASS 4 - Trench or Excavating Grade Man

CLASS 5 - Pipelayers (inclu. crock, metal pipe, multi-plate or other conduits)

DECISION NO. M178-2054

LABORERS: HIGHWAY CONSTRUCTION

	Basic Hourly Rates ZONE 1	Basic Hourly Rates ZONE 2	Basic Hourly Rates ZONE 2A	Basic Hourly Rates ZONE 3	Basic Hourly Rates ZONE 3A
CLASS A	9.60	9.02	8.73	8.61	8.44
CLASS B	9.36	8.75	8.48	8.27	8.10
CLASS B-1	9.21	8.66	8.38	8.11	7.94
CLASS B-2	9.00	8.45	8.16	7.91	7.74
CLASS C	9.13	8.57	8.29	8.21	8.04
CLASS D	9.00	8.39	8.11	7.99	7.82
CLASS E	8.92	8.33	8.04	7.87	7.70
CLASS F	8.89	8.23	7.95	7.82	7.65

FRINGE BENEFITS FOR ALL ZONES AND ALL CLASSIFICATIONS
 \$.65 Health & Welfare
 .35 Pension
 .65 Vacation and Holiday
 .04 Apprentices Training

CLASS A - Line form setter for curb or pavement
 CLASS B - Pipe Layer, oxygen gun
 CLASS B-1 - Asphalt Paver
 CLASS B-2 - Asphalt Taper and Asphalt Taker helper
 CLASS C - Tunnel miner (highway work only), finisher tender, guard rail builder, highway and median barrier installer, fence erector, bottom man, powderman, wagon drill and air track operator, curb and side rail setters, helpers, diamond and core drills.
 CLASS D - Mixer operator (less than 5 sacks), air or electric tool operator (jack hammer, etc.) spreader, boxman (asphalt, stone, gravel, etc.), concrete padder power chain saw operator, paving batch truck dumper, asphalt screed chucker, grade checker and tunnel mucker (highway work only), concrete saw (under 40 h.p.) and dry pack machine
 CLASS E - Cement handler or dockman, topman, asphalt dust handler
 CLASS F - Asphalt shoveler, or loader, asphalt palt misc., aze man, batch bin (no power), burlap man, carpenter's helpers, subgrade labor (hand tools), yard man, guard rail builder's helper, highway and median barrier installer's helper, fence erector helper, dumper (wagon, truck, etc.), jetting labor, joint filling labor, misc. unskilled labor, powder monkey (helpers) sprinkler labor, form setting labor, pavement reinforcing, handling and placing (e.g. wire mesh, steel mata, dowel boards, etc.), masons or bricklayer tender on manholes, headwall, etc.

ZONE DEFINITIONS
 ZONE 1 - Genesee, Macomb, Monroe, Oakland, Washtenaw, & Wayne Counties
 ZONE 2 - Allegan, Barry, Bay, Berrien, Branch, Calhoun, Cass, Clair, Clinton, Eaton, Gratiot, Hillsdale, Huron, Ingham, Jackson, Kalamazoo, Lapeer, Lenawee, Livingston, Midland, Muskegon, St. Joseph, Saginaw, Sanilac, Shiawassee, Tuscola, & Van Buren
 ZONE 2A - Ionia, Kent, Montcalm, & Ottawa Counties
 ZONE 3 - Alcona, Alger, Alpena, Antrim, Arenac, Baraga, Benzie, Charlevoix, Cheboygan, Chippewa, Clare, Crawford, Delta, Dickinson, Emmet, Gladwin, Geoghegan, Grand Traverse, Houghton, Iosco, Iron, Isabella, Kalamazoo, Keweenaw, Lake, Leelanau, Leuc, Mackinac, Manistee, Marquette, Mason, Menominee, Missaukee, Montcalm, Montmorency, Newaygo, Oceana, Ogemaw, Ontonagon, Oscoda, Otsego, Presque Isle, Roscommon, Schoolcraft, and Wexford Counties
 ZONE 3A - Mecosta and Oshtemo Counties

DECISION NO. M178-2054

LABORERS:

OPEN CUT CONSTRUCTION
 ZONE 1 - WAYNE, OAKLAND & MACOMB COUNTIES

	Basic Hourly Rates	H & W	Pensions	Vacation	Education and/or Appl. Tr.
CLASS 1	8.36	.75	.60	.75	.04
CLASS 2	8.44	.75	.60	.75	.04
CLASS 3	8.49	.75	.60	.75	.04
CLASS 4	8.54	.75	.60	.75	.04
CLASS 5	8.59	.75	.60	.75	.04

ZONE 2 - WASHTENAW & SOUTHERN PART OF LIVINGSTON COUNTY

	Basic Hourly Rates	H & W	Pensions	Vacation	Education and/or Appl. Tr.
CLASS 1	7.70	.55	.35	.55	.04
CLASS 2	7.78	.55	.35	.55	.04
CLASS 3	7.83	.55	.35	.55	.04
CLASS 4	7.88	.55	.35	.55	.04
CLASS 5	7.93	.55	.35	.55	.04

ZONE 3 - SANILAC, ST. CLAIR & MONROE COUNTIES

	Basic Hourly Rates	H & W	Pensions	Vacation	Education and/or Appl. Tr.
CLASS 1	7.70	.55	.35	.55	.04
CLASS 2	7.80	.55	.35	.55	.04
CLASS 3	7.90	.55	.35	.55	.04
CLASS 4	7.95	.55	.35	.55	.04
CLASS 5	8.05	.55	.35	.55	.04

ZONE 4 - JACKSON, HILLSDALE & LENAWEE COUNTIES

	Basic Hourly Rates	H & W	Pensions	Vacation	Education and/or Appl. Tr.
CLASS 1	7.40	.55	.35	.55	.04
CLASS 2	7.50	.55	.35	.55	.04
CLASS 3	7.60	.55	.35	.55	.04
CLASS 4	7.65	.55	.35	.55	.04
CLASS 5	7.75	.55	.35	.55	.04

ZONE 5 - CLINTON, EATON, INGHAM, WESTERN PART OF LIVINGSTON & CITY OF PORTLAND IN IONIA COUNTY

	Basic Hourly Rates	H & W	Pensions	Vacation	Education and/or Appl. Tr.
CLASS 1	7.00	.55	.35	.55	.04
CLASS 2	7.80	.55	.35	.55	.04
CLASS 3	7.20	.55	.35	.55	.04
CLASS 4	7.95	.55	.35	.55	.04
CLASS 5	8.05	.55	.35	.55	.04

DECISION NO. MI78-2054

SW LAB TSC

LABORERS: TUNNEL, SHAFT & CAISSON CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				Education and/or Appr. Tr.
		H & W	Pensions	Vocation		
ZONE 1 - WAYNE, OAKLAND & MACOMB COUNTIES						
CLASS 1	8.36	.75	.60	.75	.04	
CLASS 2	8.44	.75	.60	.75	.04	
CLASS 3	8.49	.75	.60	.75	.04	
CLASS 4	8.64	.75	.60	.75	.04	
CLASS 5	8.84	.75	.60	.75	.04	
CLASS 6	9.09	.75	.60	.75	.04	
ZONE 2 - ALL COUNTIES IN THE UPPER & LOWER PENINSULA OF MICHIGAN EXCLUDING WAYNE, OAKLAND, MACOMB, GENESEE, SHTAMASSEE & LAPEER COUNTIES						
CLASS 1	8.33	.55	.35	.55	.04	
CLASS 2	8.41	.55	.35	.55	.04	
CLASS 3	8.45	.55	.35	.55	.04	
CLASS 4	8.61	.55	.35	.55	.04	
CLASS 5	8.81	.55	.35	.55	.04	
CLASS 6	9.06	.55	.35	.55	.04	

LABORERS:
TUNNEL, SHAFT & CAISSON
CONSTRUCTIONZONE 3 - GENESEE, SHTA-
MASSEE & LAPEER COUNTIES

CLASS 1	8.13	.55	.55	.04
CLASS 2	8.21	.55	.55	.04
CLASS 3	8.26	.55	.55	.04
CLASS 4	8.41	.55	.55	.04
CLASS 5	8.61	.55	.55	.04
CLASS 6	8.86	.55	.55	.04

CLASS 1 - Tunnel, Shaft & Caisson Laborer, Dump Man, Shanty Man, Hog House
Tender, Testing Man (on gas)

CLASS 2 - Manhole, Headwall, Catch Basin Builder, bricklayer tender, Mortar
Man, Material Mixers, Fence Erector & Guard rail Builder

CLASS 3 - Air Tool Operator (Jackhammerman, brush Hammerman & Grinding Man)
Port Bottom Man, Second Bottom Man, Gage Tender, Car Pusher, Carrier Man,
Concrete Man, Concrete form Man, Concrete Repair Man, Cement Invert Laborer,
Cement Finisher, Concrete Shoveler, Conveyor Man, Floor Man, Gasoline &
Electric Tool Operator, Gunnite Operator, Pump Man, Outaide Lock tender,
Scaffold Man, Top Signal Man, Switch Man, Track Man, Tugger Man, Utility
Man, Winch Operator Concrete Saw Operator Under 40 H.P.)

CLASS 4 - Tunnel, Shaft & Caisson Mucker, Bracer, Man, Under plate Man, Long
Haul Dinky driver & Well Point Man

CLASS 5 - Tunnel, Shaft & Caisson Miner, drill Runner, Keyboard Operator,
Power Knife Operator, reinforced Steel or Mesh Man (Walre Mesh, steel Mats,
Dowell Bars, ETC.)

CLASS 6 - dynamite Man & Powderman

DECISION NO. M178-2054

LANDSCAPE LABORERS:

ZONE 1
Washtenaw, Genesee, Lapeer,
Shiawassee, Oakland, Wayne,
Monroe, Livingston, St. Clair
& Macomb Counties

ZONE 2
Remainder of Counties

CLASS A
Landscape Specialist, including
air, gas, diesel, electric tool
and/or equipment

	Zone 1	Zone 2
1	100	100
2	100	100
3	100	100
4	100	100
5	100	100
6	100	100
7	100	100
8	100	100
9	100	100
10	100	100
11	100	100
12	100	100
13	100	100
14	100	100
15	100	100
16	100	100
17	100	100
18	100	100
19	100	100
20	100	100
21	100	100
22	100	100
23	100	100
24	100	100
25	100	100
26	100	100
27	100	100
28	100	100
29	100	100
30	100	100
31	100	100
32	100	100
33	100	100
34	100	100
35	100	100
36	100	100
37	100	100
38	100	100
39	100	100
40	100	100
41	100	100
42	100	100
43	100	100
44	100	100
45	100	100
46	100	100
47	100	100
48	100	100
49	100	100
50	100	100
51	100	100
52	100	100
53	100	100
54	100	100
55	100	100
56	100	100
57	100	100
58	100	100
59	100	100
60	100	100
61	100	100
62	100	100
63	100	100
64	100	100
65	100	100
66	100	100
67	100	100
68	100	100
69	100	100
70	100	100
71	100	100
72	100	100
73	100	100
74	100	100
75	100	100
76	100	100
77	100	100
78	100	100
79	100	100
80	100	100
81	100	100
82	100	100
83	100	100
84	100	100
85	100	100
86	100	100
87	100	100
88	100	100
89	100	100
90	100	100
91	100	100
92	100	100
93	100	100
94	100	100
95	100	100
96	100	100
97	100	100
98	100	100
99	100	100
100	100	100

CLASS B
Landscape Laborer, Truck
Driver, Material Hauler &
Small Power Equipment

Zone 1
Zone 2

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appl. Tr.
6.89				
6.57				
5.14				
4.82				

DECISION NO. MX78-2054

LINE CONSTRUCTION

ZONE 1 - Huron, Lapeer, Macomb,
 Oakland, St. Clair, Sanilac,
 Tuscola & Wayne Counties;
 Ingham County - The townships
 of Leroy, Locke, Wheatfield,
 White Oak, & Williamson;
 Lenawee County - Townships of
 Clinton & Macon; Livingston
 County - All but the Townships
 of Tyrone, Cohocah, Deerfield
 and Unadilla, Monroe County -
 all but the Townships of
 Bedford, Erie, Lasalle and
 Whiteford, Washtenaw - all but
 the Townships of Lyndon,
 Manchester, Sharon & Sylvan
 Linemen - Technician
 Cable Splicer
 Combination Equip. Operator
 Groundman
 Combination Drivers - Groundman
 Groundman
 ZONE 2 - Remainder of State
 Linemen & Technician
 Cable Splicer
 Combination Digger Operator-
 Tractor Operator
 1st 6 Months
 Over 6 months
 Light Equipment Operator;
 Groundman; Distribution Line
 Truck Driver Operator
 Groundman
 1st 6 Months
 Over 6 Months
 Combination winch Truck Driver
 Groundman
 1st 6 months
 Over 6 Months
 Combination Truck driver -
 Groundman

Basic Hourly Rates	Fringe Benefits Payments				Education and/or App. Tr.
	H & W	Pensions	Vacation		
12.59					
13.14					
10.11	1.20	98			48
9.72	1.20	98			48
8.77	1.20	98			48
11.00	.45	38	4		.58
11.44	.45	38	4		.58
7.94	.45	38	4		.58
8.58	.45	38	4		.58
6.90	.45	38	4		.58
7.53	.45	38	4		.58
6.28	.45	38	4		.58
7.18	.45	38	4		.58
6.08	.45	38	4		.58

FOOTNOTES: 4 - 7 paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving Day & Christmas Day.

DECISION NO. M178-2054

POWER EQUIPMENT OPERATOR:
UNDERGROUND CONSTRUCTION

MICH-B-PED-U-2-1

CLASS	Basic Hourly Rates	Fringe Benefits Payments				Education end/or Appr. Tr.
		H & W	Pensions	Vacation		
CLASS I	10.61	.80	1.00	10%		.05
CLASS II	10.49	.80	1.00	10%		.05
CLASS III	9.83	.80	1.00	10%		.05
CLASS IV	9.31	.80	1.00	10%		.05

*JURISDICTION BELOW

CLASS I - Power Shovel, crane (crawler, truck type or pile driving), dragline, backhoe, clamshell, trencher (over 8' digging capacity), mechanic, endloader (over 14 cu. yd. cap.), scraper self-propelled or tractor drawn), dozer (9 blade & over), concrete paver (2 drum or larger), side boom tractor (type D-4 or equivalent & larger), elevating grader, roller (asphalt), gradall (and similar type machine), batch plant oper., concrete), backfiller tamper, well drilling rig, slip form paver, slope paver conveyor loader (euclid type) grader

CLASS II - Trencher (8' digging capacity & smaller), endloader 14 cu. yd. capacity & smaller), dozer (less than 9' blade), side boom tractor (smaller or diesel powered or powered by generator of 300 amps or more - inclusive of other than backhoe or front endloader), crusher

CLASS III - Air compressor (2 or more - less than 600 CFM), air compressors (600 cu. ft. per min or larger), pumpcrete machine (and similar equipment) (mechanic helper, maintenance man, boom truck (non-swinging, non-powered type boom), welding machine or generator (2 or more-300 amp or larger - gas or diesel powered), pump (2 or more 4" up to 6" discharges - gas or diesel powered - excluding submerisable pumps), concrete paver (1 drum 4 yd. or larger), wagon drill (multiple), elevator (other than passenger), concrete breaker (self-propelled or truck mounted - includes compressor)

CLASS IV - Hydraulic pipe pushing machine, pumps (2 or more up to 4" discharge if used 3 hours or more a day - gas or diesel powered - excluding equipment, self propelled (6' wider over), stump remover, mulching equipment, farm tractor (with attachment), finishing machine (concrete), roller (other than asphalt, curing machine (self-propelled), concrete saw (40 H. P. or over)

*JURISDICTION: WAYNE, OAKLAND, MACOMB, MONROE, LENAWEE, HILLSDALE, BRANCH, CALHOUN, JACKSON, WASHTENAW, LIVINGSTON, INGHAM, EATON, CLINTON, SHTAWASSEE, GENESEE, LAPEER, ST. CLAIR, SANILAC, TUSCOOLA, SAGINAW, GRATIOT, MIDLAND, BAY & HURON COUNTIES.

DECISION NO. M178-2054

POWER EQUIPMENT OPERATOR:
UNDERGROUND CONSTRUCTION

MICH-9-PED-U

Z-2

CLASS	Basic Hourly Rates	Fringe Benefits Payments				Education end/or Appr. Tr.
		H & W	Pensions	Vacation		
CLASS I	9.24	.80	1.00	10%		.05
CLASS II	8.98	.80	1.00	10%		.05
CLASS III	8.52	.80	1.00	10%		.05
CLASS IV	8.27	.80	1.00	10%		.05

CLASS I - Power Shovel, crane (crawler, truck type or pile driving), dragline, backhoe, clamshell, trencher (over 8' digging capacity), mechanic, endloader (over 14 cu. yd. cap.), scraper self-propelled or tractor drawn), dozer (9 blade & over), concrete paver (2 drum or larger), side boom tractor (type D-4 or equivalent & larger), elevating grader, roller (asphalt), gradall (and similar type machine), batch plant oper., concrete), backfiller tamper, well drilling rig, slip form paver, slope paver conveyor loader (euclid type) grader

CLASS II - Trencher (8' digging capacity & smaller), endloader 14 cu. yd. capacity & smaller), dozer (less than 9' blade), side boom tractor (smaller or diesel powered or powered by generator of 300 amps or more - inclusive of other than backhoe or front endloader), crusher

CLASS III - Air compressor (2 or more - less than 600 CFM), air compressors (600 cu. ft. per min or larger), pumpcrete machine (and similar equipment) (mechanic helper, maintenance man, boom truck (non-swinging, non-powered type boom), welding machine or generator (2 or more-300 amp or larger - gas or diesel powered), pump (2 or more 4" up to 6" discharge - gas or diesel powered - excluding submerisable pumps), concrete paver (1 drum 4 yd. or larger), wagon drill (multiple), elevator (other than passenger), concrete breaker (self-propelled or truck mounted - includes compressor)

CLASS IV - Hydraulic pipe pushing machine, pumps (2 or more up to 4" discharge if used 3 hours or more a day - gas or diesel powered - excluding equipment, self propelled (6' wider over), stump remover, mulching equipment, farm tractor (with attachment), finishing machine (concrete), roller (other than asphalt, curing machine (self-propelled), concrete saw (40 H. P. or over)

DECISION NO. M178-2054

MICH-10-PED-3

POWER EQUIPMENT OPERATORS:
Wayne, Monroe, Washtenaw,
Oakland, Macomb & Genesee

Basic Hourly Rates	Fringe Benefits Payments			Education and/or Appr. Tr.
	H & W	Pensions	Vacation	
ZONE 1				
BIGIMAY CONSTRUCTION				
CLASS 1	.80	1.00	10%	.05
CLASS 2	.80	1.00	10%	.05
CLASS 3	.80	1.00	10%	.05
CLASS 4	.80	1.00	10%	.05
.....				

CLASS 1 - Asphalt plant, cranes, draglines, shovels, locomotives, pavers (5 bags or more), elevating graders, pile driver, roller (asphalt), blade grader, trenching mach. (ladder to wheel), auto-grader, slip form paver, self-propelled or tractor drawn scraper, conveyor loader (euclid type), end-loader (1 yd. & over), bulldozer, hoisting Eng., tractor, finishing (asphalt), mechanic, pump (6" discharge or over, gas, diesel powered or generator 300 amp or more), shouldering or gravel dist. Mach. (self-propelled), backhoe (over 3.8 yd. bucket), side boom tractor (type D-4 or larger), tube finisher (slip form paving), gradall & similar mach., self-propelled asphalt planer, concrete batch plant, asphalt slurry Mach., self-propelled asphalt paver, concrete pump 3" and over

CLASS 2 - Sweeper (wayne type & similar equip.), screening plant, washing plant, crusher, backhoe (3/8 yd. bucket or less), side boom tractor (smaller than D-4 or equivalent)

CLASS 3 - Air compressor (600 cu. ft. per min or more), air compressor (2 or more less than 600 cfm), wagon drill, concrete breaker, farm tractor w/attachments.

CLASS 4 - Oiler, firemen, Mechanic helper, Trencher (service), flectplanes, cleftpanne, graders selfpropelled fine grade form (concrete), concrete finishing Mach., boom or winch hoist truck, end-loader under 1 yd. cap., roller (other than asphalt), curling equipment (self-propelled), concrete saw 40 HP up, power bin, asphalt plant driver, vibratory compaction equip., power driver guard post driver, mulching equipment, stump remover, boiler firemen, concrete pump under 3", self propelled mesh installer, farm type tractor

DECISION NO. M178-2054

MICH-11-PED-3

POWER EQUIPMENT OPERATORS:
Remainder of State
Zone 2

POWER EQUIPMENT OPERATORS: Remainder of State Zone 2				
Highway Construction				
Basic Hourly Rates	Fringe Benefits Payments			Education and/or Appr. Tr.
	H & W	Pensions	Vacation	
CLASS 1 10.23	.80	1.00	10%	.05
CLASS 2 9.92	.80	1.00	10%	.05
CLASS 3 9.46	.80	1.00	10%	.05
CLASS 4 9.21	.80	1.00	10%	.05

CLASS 1 - Asphalt plant, cranes, draglines, shovels, locomotives, pavers (5 bags or more), elevating graders, pile driver, roller (asphalt), blade grader, trenching mach. (ladder to wheel), auto-grader, slip form paver, self-propelled or tractor drawn scraper, conveyor loader (euclid type), end-loader (1 yd. & over), bulldozer, hoisting Eng., tractor, finishing (asphalt), mechanic, pump (6" discharge or over, gas, diesel powered or generator 300 amp or more), shouldering or gravel dist. Mach. (self-propelled), backhoe (over 3.8 yd. bucket), side boom tractor (type D-4 or larger), tube finisher (slip form paving), gradall & similar mach., self-propelled asphalt planer, concrete batch plant, asphalt slurry Mach., self-propelled asphalt paver, concrete pump 3" and over

CLASS 2 - Sweeper (wayne type & similar equip.), screening plant, washing plant, crusher, backhoe (3/8 yd. bucket or less), side boom tractor (smaller than D-4 or equivalent)

CLASS 3 - Air compressor (600 cu. ft. per min or more), air compressor (2 or more less than 600 cfm), wagon drill, concrete breaker, farm tractor w/attachments.

CLASS 4 - Oiler, firemen, Mechanic helper, Trencher (service), flectplanes, cleftpanne, graders selfpropelled fine grade form (concrete), concrete finishing Mach., boom or winch hoist truck, end-loader under 1 yd. cap., roller (other than asphalt), curling equipment (self-propelled), concrete saw 40 HP up, power bin, asphalt plant driver, vibratory compaction equip., power driver guard post driver, mulching equipment, stump remover, boiler firemen, concrete pump under 3", self propelled mesh installer, farm type tractor

DECISION NO. H178-2054

SIGN INSTALLERS

CLASS A
Performs all necessary labor and uses all tools & equipment required to construct & set concrete forms required in the installation of highway street signs:
ZONE 1
ZONE 2

CLASS B
Performs all miscellaneous labor uses all hand and power tools and operates all other equipment mobile or otherwise, required for the complete installation of highway and street signs:
ZONE 1
ZONE 2

FOOTNOTE:

a. Per week Per employee

ZONE 1 - Genesee, Macomb, Monroe
ZONE 2 - Remainder of State

Basic Hourly Rates	Fringe Benefits Payments				Education and/or Appr. Tr.
	H & W	Pensions	Vacation		
8.32	\$20.00	\$22.00	.15		
7.73	\$20.00	\$22.00	.15		
8.07	\$20.00	\$22.00	.15		
7.48	\$20.00	\$22.00	.15		
Oakland	Washtenaw & Wayne				

DECISION NO. H178-2054

HICII-SWII-TD

TRUCK DRIVERS - HIGHWAY CONST.

ZONE 1

Genesee, Lapeer, Lenawee, Livingston, Macomb, Monroe, Oakland, St. Clair, Washtenaw & Wayne

CLASS 1
CLASS 2
CLASS 3

ZONE 2
Remainder of State

CLASS 1
CLASS 2
CLASS 3

Basic Hourly Rates	Fringe Benefits Payments				Education and/or Appr. Tr.
	H & W	Pensions	Vacation		
9.93	\$29.50	\$31.00	.45		
10.03	\$29.50	\$31.00	.45		
10.18	\$29.50	\$31.00	.45		
9.83	\$29.50	\$31.00	.45		
9.93	\$29.50	\$31.00	.45		
10.08	\$29.50	\$31.00	.45		

TRUCK DRIVERS - ZONES 1 & 2

CLASS 1 - Truck driver (on all trucks except dump trucks of 8 cubic yds. capacity or over, tandem axle trucks, transit mix and semis, euclid type equipment, double bottoms and low boys)

CLASS 2 - Truck drivers on dump trucks of 8 cubic yards capacity or over (including tandem axle trucks, tandem axle water trucks, transit mix and semis.)

CLASS 3 - Euclid type equipment, double bottoms and low boys for hauling heavy equipment.

FOOTNOTE:

a. Per week, Per employee

DECISION NO. M178-2054

TRUCK DRIVERS:

UNDERGROUND CONSTRUCTION

Wayne, Oakland, Macomb,
Washtenaw, Monroe, St.
Clair & Genesee Counties

CLASS 1
CLASS 2
CLASS 3

Lapeer & Shiawassee Counties:

CLASS 1
CLASS 2
CLASS 3

Jackson, Lenawee & Hillsdale
Counties

CLASS 1

MICH-SMR-TD

Basic Hourly Rates	Fringe Benefits Payments				Education and/or Appr. Tr.
	H & W	Pensions	Vacation		
9.08	a24.00	a28.00			
9.21	a24.00	a28.00			
9.41	a24.00	a28.00			
8.98	a24.00	a28.00			
9.11	a24.00	a28.00			
9.31	a24.00	a28.00			
7.30	a19.00	a22.00			

CLASS 1 - Truck driver (except dump trucks of 8 cubic yards capacity or over,
Pole Trailers, Semis, Low Boys, euclid, Double Bottom & Fuel Trucks.

CLASS 2 - Truck Driver on Dump Trucks of 8 cubic yards capacity or over, Pole
Trailers, Semis & Fuel Trucks.

CLASS 3 - Low Boy, Euclid & Double Bottom Driver

FOOTNOTE:

a. Per week Per employee

(FR Doc. 78-15235 Filed 6-1-78; 8:45 am)

STATEMENT OF COMPLIANCE

Date _____

I, _____ (Name of signatory party) _____ (Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or subcontractor) on the _____ (Building or work); that during the payroll period commencing on the _____ day of _____, 19____ and ending the _____ day of _____, 19____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (Contractor or subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948.63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

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

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

(4) That:

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

- ☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE

SIGNATURE

THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

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

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

Contractors who pay all required fringe benefits:

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

Contractors who pay no fringe benefits:

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

Use of Section 4(c), Exceptions

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

U. S. GOVERNMENT PRINTING OFFICE 1968 O-307-341

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Female Participation in Each Trade

<u>Timetable</u>	<u>Goal (Percent)</u>
From April 1, 1978 until March 31, 1979	3.1
From April 1, 1979 until March 31, 1980	5.1
From April 1, 1980 until March 31, 1981	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform through the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract

in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the area in which the project is located.

CONSTRUCTION CONTRACT
(See instructions on reverse)

CONTRACT NO.

DATE OF CONTRACT

NAME AND ADDRESS OF CONTRACTOR

CHECK APPROPRIATE BOX

- ☐ Individual
☐ Partnership
☐ Joint Venture
☐ Corporation, incorporated in the
State of _____

DEPARTMENT OR AGENCY

CONTRACT FOR (*Work to be performed*)

PLACE

CONTRACT PRICE (*Express in words and figures*)

ADMINISTRATIVE DATA (*Optional*)

The United States of America (hereinafter called the Government), represented by the Contracting Officer executing this contract, and the individual, partnership, joint venture, or corporation named above (hereinafter called the Contractor), mutually agree to perform this contract in strict accordance with the General Provisions (Standard Form 23-A), Labor Standards Provisions Applicable to Contracts in Excess of \$2,000 (Standard Form 19-A), and the following designated specifications, schedules, drawings, and conditions:

WORK SHALL BE STARTED

WORK SHALL BE COMPLETED

Alterations. The following alterations were made in this contract before it was signed by the parties hereto:

In witness whereof, the parties hereto have executed this contract as of the date entered on the first page hereof.

THE UNITED STATES OF AMERICA

CONTRACTOR

By _____

(Name of Contractor)

(Official title)

By _____
(Signature)

(Title)

INSTRUCTIONS

1. The full name and business address of the Contractor must be inserted in the space provided on the face of the form. The Contractor shall sign in the space provided above with his usual signature and typewrite or print his name under the signature.
2. An officer of a corporation, a member of a partnership, or an agent signing for the Contractor shall place his signature and title after the word "By" under the name of the Contractor. A contract executed by an attorney or agent on behalf of the Contractor shall be accompanied by two authenticated copies of his power of attorney or other evidence of his authority to act on behalf of the Contractor.

PERFORMANCE BOND

(See Instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP
☐ JOINT VENTURE ☐ CORPORATION

STATE OF INCORPORATION

SURETY(IES) (Name(s) and business address(es))

PENAL SUM OF BOND

MILLION(S) THOUSAND(S) HUNDRED(S) CENT(S)

CONTRACT DATE

CONTRACT NO.

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: *Provided*, That, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the contract identified above;

NOW, THEREFORE, if the Principal shall:

(a) Perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived; and

(b) If the said contract is subject to the Miller Act, as amended (40 U.S.C. 270a-270e), pay to the Government the full amount of the taxes imposed by the Government which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished; then the above obligation shall be void and of no effect.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.

PRINCIPAL

Signature(s)	1.	2.	Corporate Seal
	(Seal)	(Seal)	
Name(s) & Title(s) (Typed)	1.	2.	

INDIVIDUAL SURETY(IES)

Signature(s)	1.	2.
	(Seal)	(Seal)
Name(s) (Typed)	1.	2.

CORPORATE SURETY(IES)

SURETY A	Name & Address	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.	
	Name(s) & Title(s) (Typed)	1.	2.	

CORPORATE SURETY(IES) (Continued)

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

BOND PREMIUM	▶	RATE PER THOUSAND \$	TOTAL \$
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INSTRUCTIONS

1. This form is authorized for use in connection with contracts for construction work or the furnishing of supplies or services. There shall be no deviation from this form without approval by the Administrator of General Services.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.

3. (a) Corporations executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein. Where more than a single corporate surety is involved, their names and addresses (city and State) shall be inserted in the spaces

(Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)", and in the space designated "SURETY(IES)" on the face of this form only the letter identification of the Sureties shall be inserted.

(b) Where individual sureties execute the bond, they shall be two or more responsible persons. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. Such sureties may be required to furnish additional substantiating information concerning their assets and financial capability as the Government may require.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal"; and, if executed in Maine or New Hampshire, shall also affix an adhesive seal.

5. The name of each person signing this performance bond should be typed in the space provided.

STANDARD FORM 25-A JUNE 1964 EDITION GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-16.601		PAYMENT BOND <i>(See Instructions on reverse)</i>		25-203	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>								
PRINCIPAL <i>(Legal name and business address)</i>			TYPE OF ORGANIZATION ("X" one) ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ CORPORATION STATE OF INCORPORATION										
SURETY(IES) <i>(Name(s) and business address(es))</i>			PENAL SUM OF BOND <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">MILLION(S)</td> <td style="width: 25%;">THOUSAND(S)</td> <td style="width: 25%;">HUNDRED(S)</td> <td style="width: 25%;">CENT(S)</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>			MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENT(S)				
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENT(S)										
CONTRACT DATE			CONTRACT NO										
KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: <i>Provided</i>, That, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the contract identified above; NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived, then the above obligation shall be void and of no effect. IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this payment bond and have affixed their seals on the date set forth above.													
PRINCIPAL													
Signature(s)	1	2	Corporate Seal										
	(Seal)	(Seal)											
Name(s) & Title(s) <i>(Typed)</i>	1	2											
INDIVIDUAL SURETY(IES)													
Signature(s)	1	2											
	(Seal)	(Seal)											
Name(s) <i>(Typed)</i>	1	2											
CORPORATE SURETY(IES)													
SURETY A	Name & Address			STATE OF INC	LIABILITY LIMIT	Corporate Seal							
	Signature(s)	1	2										
	Name(s) & Title(s) <i>(Typed)</i>	1	2										

CORPORATE SURETY(IES) (Continued)						
SURETY B	Name & Address			STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2			
	Name(s) & Title(s) (Typed)	1	2			
SURETY C	Name & Address			STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2			
	Name(s) & Title(s) (Typed)	1	2			
SURETY D	Name & Address			STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2			
	Name(s) & Title(s) (Typed)	1	2			
SURETY E	Name & Address			STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2			
	Name(s) & Title(s) (Typed)	1	2			
SURETY F	Name & Address			STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2			
	Name(s) & Title(s) (Typed)	1	2			
SURETY G	Name & Address			STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2			
	Name(s) & Title(s) (Typed)	1	2			

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required under the act of August 24, 1935, 49 Stat. 793, as amended (40 U.S.C. 270a-270e). There shall be no deviation from this form without approval by the Administrator of General Services.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.

3. (a) Corporations executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein. Where more than a single corporate surety is involved, their names and addresses (city

and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)", and in the space designated "SURETY(IES)" on the face of this form only the letter identification of the Sureties shall be inserted.

(b) Where individual sureties execute the bond, they shall be two or more responsible persons. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. Such sureties may be required to furnish additional substantiating information concerning their assets and financial capability as the Government may require.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal"; and, if executed in Maine or New Hampshire, shall also affix an adhesive seal.

5. The name of each person signing this payment bond should be typed in the space provided.

INDEX TO CLAUSES OF THE GENERAL PROVISIONS

GENERAL PROVISIONS (CONSTRUCTION CONTRACT)

<u>CLAUSE</u>	<u>TITLE</u>	<u>PAGE</u>
1.	Definitions (Amended).....	1
2.	Specifications and Drawings.....	1
3.	Changes.....	1
4.	Differing Site Conditions.....	1
5.	Termination for Default--Damages for Delay--Time Extensions.....	1
6.	Disputes (Amended).....	2
7.	Payments to Contractor (Amended).....	2
8.	Assignment of Claims.....	2
9.	Material and Workmanship.....	2
10.	Inspection and Acceptance.....	3
11.	Superintendence by Contractor (Amended).....	3
12.	Permits and Responsibilities.....	3
13.	Conditions Affecting the Work (Amended).....	3
14.	Other Contracts.....	3
15.	Shop Drawings (Deleted - See Section 01300).....	3
16.	Use and Possession Prior to Completion.....	3
17.	Suspension of Work.....	4
18.	Termination for Convenience of the Government....	4
19.	Payment of Interest on Contractors' Claims.....	4
20.	Pricing of Adjustments.....	4
21.	Patent Indemnity.....	4
22.	Additional Bond Security.....	4
23.	Examination of Records by Comptroller General....	4
24.	Buy American.....	4
25.	Equal Opportunity.....	5
26.	Covenant Against Contingent Fees.....	5
27.	Officials Not To Benefit.....	5
28.	Convict Labor.....	5
29.	Utilization of Small Business Concerns.....	5
30.	Utilization of Minority Business Enterprises.....	5
31.	Federal, State, and Local Taxes.....	5

GENERAL PROVISIONS (Continued)

32.	Subcontracts.....	1
33.	Federal Specifications, Standards and Government Forms.....	1
34.	Conduct of Operations.....	1
35.	Release of Claims.....	1

36.	Guaranty.....	1
37.	Disabled Veterans and Veterans of the Vietnam Era.....	1
38.	Insurance.....	3
39.	Safety and Health.....	3
40.	Surety Bond Assistance.....	3
41.	Seasonal Shutdown.....	3
42.	Temporary Stop Order.....	3
43.	Employment of the Handicapped.....	4

GENERAL PROVISIONS

(Construction Contract)

1. DEFINITIONS

(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.

2. SPECIFICATIONS AND DRAWINGS

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.

3. CHANGES

(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:

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished facilities, equipment, materials, services, or site; or

(4) 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.

4. DIFFERING SITE CONDITIONS

(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.

5. TERMINATION FOR DEFAULT—DAMAGES FOR DELAY—TIME EXTENSIONS

(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 unforeseeable causes 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 unforeseeable causes 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 Clause 6 of these General Provisions.

(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.

6. DISPUTES

(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.

7. PAYMENTS TO CONTRACTOR

(a) The Government will pay the contract price as herein 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 com-

pletion 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 payment in full of each progress payment for work performed beyond the 50 percent stage of completion. 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.

(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 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.

8. ASSIGNMENT OF CLAIMS

(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 an 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 Energy Research and Development Administration, the National Aeronautics and Space Administration, the Federal Aviation Administration, 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.

9. MATERIAL AND WORKMANSHIP

(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.

10. INSPECTION AND ACCEPTANCE

(a) All work (which term includes but is not restricted to materials, workmanship, and manufacture and fabrication of components) shall be subject to inspection and test by the Government at all reasonable times and at all places prior to acceptance. Any such inspection and test is for the sole benefit of the Government and shall not relieve the Contractor of the responsibility of providing quality control measures to assure that the work strictly complies with the contract requirements. No inspection or test by the Government shall be construed as constituting or implying acceptance. 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 clause of this contract entitled "Termination for Default—Damages for Delay—Time Extensions."

(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 Government reserves the right to charge to the Contractor any additional cost of inspection or test when material or workmanship is not ready at the time specified by the Contractor for inspection or test or when reinspection or retest is necessitated by prior rejection.

(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, or that portion of the work that the Contracting Officer determines can be accepted separately. 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.

11. SUPERINTENDENCE BY CONTRACTOR

The Contractor, at all times during performance and until the work is completed and accepted, shall give his personal superintendence to the work or have on the work a competent superintendent, satisfactory to the Contracting Officer and with authority to act for the Contractor.

12. PERMITS AND RESPONSIBILITIES

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.

13. CONDITIONS AFFECTING THE WORK

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.

14. OTHER CONTRACTS

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.

15. SHOP DRAWINGS

(a) The term "shop drawings" includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.

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

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

16. USE AND POSSESSION PRIOR TO COMPLETION

The Government shall have the right to take possession of or use any completed or partially completed part of the work. Prior to such possession or use, the Contracting Officer shall furnish the Contractor an itemized list of work remaining to be performed or corrected on such portions of the project as are to be possessed or used by the Government, provided that failure to list any item of work shall not relieve the Contractor of responsibility for compliance with the terms of the

contract. Such possession or use shall not be deemed an acceptance of any work under the contract. While the Government has such possession or use, the Contractor, notwithstanding the provisions of the clause of this contract entitled "Permits and Responsibilities," shall be relieved of the responsibility for the loss or damage to the work resulting from the Government's possession or use. 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.

17. SUSPENSION OF WORK

(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.

18. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

If not physically incorporated elsewhere, the clause in Section 1-8.703 of the Federal Procurement Regulations, or paragraph 7-602.29(a) of the Armed Services Procurement Regulation, as applicable, in effect on the date of this contract is hereby incorporated by reference as fully as if set forth at length herein.

19. PAYMENT OF INTEREST ON CONTRACTORS' CLAIMS

(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 determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes clause of this contract, to the date of (1) a final judgment by a court of competent jurisdiction, or (2) 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, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal; and (2) 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.

20. PRICING OF ADJUSTMENTS

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 the contract cost principles and procedures in Part 1-15 of the Federal Procurement Regulations, (41 CFR 1-15) or Section XV of the Armed Services Procurement Regulation, as applicable, which are in effect on the date of this contract.

21. PATENT INDEMNITY

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and em-

ployees 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.

22. ADDITIONAL BOND SECURITY

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, or if the contract price is increased to such an extent that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer, 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.

23. EXAMINATION OF RECORDS BY COMPTROLLER GENERAL

(a) This clause is applicable if the amount of this contract exceeds \$10,000 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 3 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 3 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 (1) purchase orders not exceeding \$10,000 and (2) 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 (1) appeals under the "Disputes" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) 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.

24. BUY AMERICAN

(a) *Agreement.* In accordance with the Buy American Act (41 U.S.C. 10a-10d), and Executive Order 10582, December 17, 1954 (3 CFR, 1954-58 Comp., p. 230), as amended by Executive Order 11051, September 27, 1962 (3 CFR, 1959-63 Comp., p. 635), 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 material listed in the 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.

25. EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

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 Equal Opportunity 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 (f) 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.

26. COVENANT AGAINST CONTINGENT FEES

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.

27. OFFICIALS NOT TO BENEFIT

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

28. CONVICT LABOR

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 except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive Order 11755, December 29, 1973.

29. UTILIZATION OF SMALL BUSINESS CONCERNS

(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.

30. UTILIZATION OF MINORITY BUSINESS ENTERPRISES

(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.

31. FEDERAL, STATE, AND LOCAL TAXES

(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*, That the Contractor if requested by the Contracting Officer, 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 Contract-

ing 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) No adjustment pursuant to paragraph b above will be made under this contract unless the aggregate amount thereof is or may reasonably be expected to be over \$100.00.

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

(e) Unless there does not exist any reasonable basis to sustain an exemption, the Government, upon request of the

Contractor, without further liability, agrees, except as otherwise provided in this contract, to furnish evidence appropriate to establish exemption from any tax which the Contractor warrants in writing was excluded from the contract price. In addition, the Contracting Officer may furnish evidence to establish exemption from any tax that may, pursuant to this Clause, give rise to either an increase or decrease in the contract price. Except as otherwise provided in this contract, evidence appropriate to establish exemption from duties will be furnished only at the discretion of the Contracting Officer.

(f) 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.

32. SUBCONTRACTS

Subsequent to the award the Contractor shall, upon request of the Contracting Officer, submit a complete list of subcontractors who will be engaged by him in the execution of the work. The Contracting Officer shall be notified of any changes or additions in the list of subcontractors.

The settlement of any disputes between various subcontractors or between the Contractor and his subcontractors shall remain the sole responsibility of the Contractor. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the Government.

33. FEDERAL SPECIFICATIONS, STANDARDS AND GOVERNMENT FORMS

Federal specifications and also standards of associations, societies and laboratories referred to in these specifications shall become a part of this Contract and are incorporated herein by reference. The latest edition or amendment or supplement thereto in effect 30 days before date of invitation shall apply.

"Federal Specifications," government forms, "Commercial Standards" and "Simplified Practice Recommendations" may be obtained from the Superintendent of Documents, United States Government Printing Office, Washington, D.C. 20402. "Federal Specifications" also may be obtained from any Business Service Center of General Services Administration. Directions for purchase and the price thereof are obtainable from the same sources.

Standards of associations, societies and laboratories referred to in the specifications may be obtained directly from such organizations.

The Contractor shall have a copy of each referenced standard available for his use.

34. CONDUCT OF OPERATIONS

At all times the Contractor shall conduct his organization in conformance with the rules and regulations promulgated by the Secretary of the Interior for the National Park Service, and with such appropriate regulations as the Superintendent may prescribe.

Work on Saturdays, Sundays, Federal holidays or at night may be performed only with the prior consent of the Contracting Officer.

No signs or advertisements (except those specified herein) shall be displayed on the construction site or within the park except with approval of the Contracting Officer.

35. RELEASE OF CLAIMS

After completion of work, and prior to final payment, the Contractor shall furnish to the Contracting Officer, a release of claims against the United States arising out of the Contract, other than claims specifically excepted from the operation of the release.

36. GUARANTY

Except where a longer period is established elsewhere in these specifications all work including labor, materials and equipment performed under this Contract shall be guaranteed for a period of one year from date of acceptance of the work by the Government. During the term of the guaranty the Contractor, when notified by the Contracting Officer, shall promptly replace or put in satisfactory condition in every particular any deficiency in the guaranteed work, and shall make good all damage to the structures and grounds, and to any other material, equipment and property which are disturbed in fulfilling the requirements of the guaranty or which have been damaged because of the deficient work.

In the event of failure by the Contractor to comply with these provisions within ten days following date of notification, the Government may proceed to have such defects repaired and the Contractor and his surety shall be liable for costs incurred in connection therewith.

37. DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor 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 listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) 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 source 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 nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in

Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

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

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do 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 arrangement for that opening.

(h) 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 non-production; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings that are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include 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 nor openings in an educational institution which are restricted to students of that institution. Under the most

compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(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 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" lists.

(4) "Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(k) The contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by terms of the Vietnam Era Veteran's Readjustment Assistance Act and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

38. INSURANCE

The Contractor shall maintain compensation insurance, for employees engaged in the work, complying with the workmen's compensation laws of the State in which the work is to be performed and shall maintain liability insurance protecting him from claims because of bodily injury (including death) and property damage arising under this Contract.

39. SAFETY AND HEALTH

(a) The Contractor shall not require any laborer or mechanic employed in the performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under construction safety and health standards promulgated by regulations of the Secretary of Labor.

(b) The Contractor shall comply with Department of Labor Safety and Health Regulations for Construction promulgated under Section 107 of the Contract Work Hours and Safety Standards Act (40 USC 327 et seq), as amended, commonly known as the Construction Safety Act. The Construction Safety Act Standards and pertinent amendments thereto are published in the Code of Federal Regulations, Title 29, Labor, Chapters 1900 to end, Part 1926, and are available from the Superintendent of Documents, Government Printing Office, Washington, D.C. 20402.

(c) The Contractor shall: (1) Submit a proposed safety program to the Contracting Officer for his approval prior to start of construction operations; (2) Provide for weekly 5-minute "toolbox" safety meetings, conducted by his foremen and attended by all mechanics and laborers at the worksite; (3) Conduct regularly scheduled safety meetings, at least monthly, for all levels of supervision; (4) Provide adequate facilities and trained personnel to insure prompt and efficient first aid and medical care of injured employees; and (5) Designate a competent supervisory employee to carry out the Contractor's accident prevention program.

(d) The Contractor is responsible for being cognizant of and insuring compliance with the requirements set forth in Safety and Health Regulations for Construction. Such responsibility shall apply to both his operations and those of his subcontractors. When violations of the safety and health regulations are called to his attention by the Contracting Officer or his authorized representatives, the Contractor shall immediately correct the condition to which attention has been directed. Such notice, either oral or written, when served on the Contractor or his representatives shall be deemed sufficient.

(e) In the event the Contractor fails or refuses to promptly comply with the compliance directive issued under subparagraph (d), above, the Contracting Officer or his authorized representative may issue an order to suspend all or any part of the work. When satisfactory corrective action is taken an order to resume work will be issued. The Contractor shall not be entitled to any extension of time, nor to any claim for damage or to excess costs by reason of either the directive or the suspension order. Failure of the Contracting Officer or his representative to order discontinuance of any or all of the Contractor's operations shall not relieve the Contractor of his responsibility for safety of personnel and property.

(f) The Contractor shall maintain an accurate record of, and shall report to the Contracting Officer in the manner prescribed by the Contracting Officer, all cases of death, occupational diseases or traumatic injury to employees or the public involved, and property damage by accident in excess of \$100 incident to performance of work under this Contract.

(g) The Contractor shall indemnify and hold the Government harmless for any or all losses, damages or liability on account of personal injury, death, or damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made, arising out of the activities of the Contractor, his employees, subcontractors or agents under the Contract. Such indemnity shall include, but shall not be limited to, the failure of the Contractor, his employees, subcontractors or agents to comply with the safety and health provisions contained in these specifications.

(h) The rights and remedies of the Government provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

(i) In event there is a conflict between the requirements of this paragraph and any requirement of the U. S. Department of Labor in its regulations of the Construction Safety Act, the more stringent requirement will prevail.

40. SURETY BOND ASSISTANCE

As provided in 13 CFR Part 115, published at 37 F.R., page 6922, April 8, 1972, the Small Business Administration may, under certain conditions provide assistance to small businesses on surety bonds required hereunder. Further information may be obtained from the Contracting Officer or the nearest office of the Small Business Administration.

41. SEASONAL SHUTDOWN

It is recognized that seasonal climatic conditions regularly occur in some of the National Park Service areas that restrict and in some cases prohibit normal construction activities. The actual timing of a seasonal shutdown will be determined by mutual agreement between the Contractor and the Contracting Officer. The Contractor shall give the Contracting Officer at least two weeks notice prior to the anticipated resumption of work. The actual date that work is resumed is subject to the approval of the Contracting Officer. The amount of time during a seasonal shutdown is taken into consideration when the completion time as stated in the Contract is determined. Therefore, the contract time will not be extended due to seasonal shutdowns.

42. TEMPORARY STOP ORDER

The Contracting Officer shall have the right to stop the work, wholly or in part, for such period as he may deem in the best interest of the Government because of weather or other conditions which are considered unsuitable to the satisfactory prosecution of the work. The issuance of a temporary stop order will not be the basis for a time extension. However, this clause does not alter in any way the Contractor's entitlement to time extensions under Clause 5 of the General Provisions.

43. EMPLOYMENT OF THE HANDICAPPED

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973, as amended.

(c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Act and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 503 of the Act, so that such provisions will be binding upon such subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

SP-1 The Supplementary Provisions contain changes and additions to the General Provisions governing work under this Contract. Where any part of the General Provisions is modified herein, the unaltered provisions shall remain in effect. The following clauses are amended as indicated.

(a) Clause 1. Add the following:

(c) The term "work" as used herein includes materials, labor, tools, equipment, supplies, permits, licenses and insurance required in or incidental to the construction and completion of all or any part of the work described or indicated.

(d) The phrases or terms "as directed", "as permitted", "approval", "acceptance", etc., as used herein mean the direction, permission, approval or acceptance of the Contracting Officer unless specifically stated otherwise.

(e) The word "provide" as used herein means "furnish and install".

(b) Clause 6., ninth line: Delete "head of the agency involved" and substitute "Board of Contract Appeals, Office of the Secretary, Department of the Interior, Washington, D.C."

(c) Clause 7., paragraph b, fourteenth line: Delete "contract" and substitute "Contracting Officer". Add the following to the end of paragraph b:

When required by the Contracting Officer, the Contractor shall furnish evidence of payment of bills for materials and other expenses to substantiate his payment request.

Paragraph c. Delete second and third sentence and substitute:

However, if the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, he may authorize such payment to be made in full without retention of a percentage. Also, whenever the work is substantially complete, the Contracting Officer shall retain an amount he considers adequate for protection of the Government and, at his discretion may

release to the Contractor all or a portion of any excess amount. The Contracting Officer will make his initial determination as to satisfactory progress when 40 percent of the work has been completed, and may then waive retainage from subsequent progress payments.

(d) Clause 11. Add the following:

Said superintendent or foreman shall be an employee of the Contractor who shall give his personal supervision to the work, including coordinating, directing and expediting of all subcontracted work, until completion of all work under the Contract. All directions given to him shall be considered as having been given to the Contractor and shall be binding on the Contractor.

(e) Clause 15. Delete entire clause. (See Section 01300.)

(f) Clause 28, third line: Delete "at hard labor".

SP-2 PERFORMANCE OF WORK BY CONTRACTOR: The Contractor shall perform on the site and with his own organization and forces on his payroll, work equivalent to at least 30 percent of the total amount of construction work at the site. The cost of contractor-furnished material and equipment incorporated in the work shall not be included in computing the total amount of construction work at the site.

SP-3 STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through g of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the

covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect

to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with

other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program.

SP-4 AUDIT OF MODIFICATIONS

The "Examination of Records of Contract Modifications" clause contained in 41 CFR 14-63.104-3 shall be included in every document modifying the price to the Government when the pricing of any modification to a formally advertised or negotiated contract (whether or not cost or pricing data was required under the initial contract) involves aggregate increases and/or decreases, plus applicable profits, in excess of \$100,000. (39FR15400 5/3/74)

SP-5 AUDIT

(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 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) Availability. The materials described in (b) and (c) above, shall be made available at the Office of the Contractor, at all reasonable times, for inspection, audit or reproduction until the expiration of 3 years from the date of final payment under this contract or such lesser time specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20) 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 3 years from the date of any resulting final settlement.

(2) Records which relate to appeals under the "Disputes" clause of this contract, or litigation of 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.

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

SP-6 AIR AND WATER POLLUTION CONTROL

(Applicable only if the contract exceeds \$100,000, or the contracting officer has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c) and is listed by EPA, or the contract is not otherwise exempt.)

(a) The Contractor agrees as follows:

(i) To comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et. seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, as amended by Public Law 92-500) respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this Contract.

(ii) That no portion of the work required by this Prime Contract will be performed in a facility listed on the environmental Protection Agency list of violating facilities on the date when this Contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

(iii) To use his best efforts to comply with clean air standards and clean water standards at the facilities in which the Contract is being performed.

(iv) To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph (iv).

(b) The terms used in this clause have the following meanings:

(i) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).

(ii) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

(iii) The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

(iv) The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a state under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

(v) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an air or water pollution control agency in accordance with the requirement of the Air Act or Water Act and regulations issued pursuant thereto.

(vi) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a contractor, subcontractor, to be utilized in the performance of a contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are colocated in one geographical area.

SP-7 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - PRICE ADJUSTMENTS

(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 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 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:

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

(2) 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 accurate, complete and current as certified in the subcontractor's Certificate of Current Cost or Pricing Data;

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

(4) The Contractor or a subcontractor or prospective subcontractor furnished any data, not within (1), (2) or (3) 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. 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.)

SP-8 SUBCONTRACTOR COST OR PRICING DATA - PRICE ADJUSTMENTS

(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 involve 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:

(1) Prior to award of any subcontract the amount of which is expected to exceed \$100,000 when entered into;

(2) 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 or 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.

SP-9 MINORITY BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM

(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 enterprises 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.

SP-10 SMALL BUSINESS SUBCONTRACTING PROGRAM

(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 and suppliers under this Contract.

In this connection, the Contractor shall --

(1) Designate a liaison officer who will (i) maintain liaison with the Government on small business matters, (ii) supervise compliance with the Utilization of Small Business Concerns clause, and (iii) administer the Contractor's "Small Business Subcontracting Program."

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

(3) Assure that small business concerns 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 small business concerns. Where the Contractor's lists of potential small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(4) Maintain records showing (i) whether each prospective subcontractor is a small business concern, (ii) procedures which have been adopted to comply with the policies set forth in this clause, and (iii) with respect to the letting of any subcontract (including purchase orders) exceeding \$10,000, information substantially as follows:

(A) Whether the award went to large or small business.

(B) Whether less than three or more than two small business firms were solicited.

(C) The reason for nonsolicitation of small business if such was the case.

(D) The reason for small business failure to receive the award if such was the case when small business was solicited.

The records maintained in accordance with (iii) above may be in such form as the Contractor may determine, and the information shall be summarized quarterly and submitted by the purchasing department of each individual plant or division to the Contractor's cognizant small business liaison officer. Such quarterly summaries will be considered to be management records

only and need not be submitted routinely to the Government; however, records maintained pursuant to this clause will be kept available for review by the Government until the expiration of 1 year after the award of this Contract, or for such longer period as may be required by any other clause of this Contract or by applicable law or regulation.

(5) Notify the Contracting Officer before soliciting bids or quotations on any subcontract (including purchase orders) in excess of \$10,000 if (i) no small business concern is to be solicited, and (ii) the Contracting Officer's consent to the subcontract (or ratification) is required by a "Subcontracts" clause in this Contract. Such notice will state the Contractor's reasons for non-solicitation of small business concerns, and will be given as early in the procurement cycle as possible so that the Contracting Officer may give SBA timely notice to permit SBA a reasonable period to suggest potentially qualified small business concerns through the Contracting Officer. In no case will the procurement action be held up when to do so would, in the Contractor's judgment, delay performance under the Contract.

(6) Include the Utilization of Small Business Concerns clause in subcontracts which offer substantial small business subcontracting opportunities.

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

(8) Submit quarterly reports of subcontracting to small business concerns on either Optional Form 61, Small Business Subcontracting Program Quarterly Report of Participating Large Company on Subcontract Commitments to Small Business Concerns, or such other form as may be specified in the Contract. Except as otherwise provided in this Contract, the reporting requirements of this subparagraph (8) do not apply to small business contractors, small business subcontractors, educational and nonprofit institutions and contractors or subcontractor for standard commercial items.

(b) A "small business concern" is a concern that meets the pertinent criteria established by the Small Business Administration and set forth in 1-1.701 of the Federal Procurement Regulations.

(c) The Contractor agrees that, in the event he fails to comply with his contractual obligations concerning the small business

subcontracting program, this Contract may be terminated, in whole or in part, for default.

(d) The Contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000 and which contains the Utilization of Small Business Concerns clause, provisions which shall conform substantially to the language of this clause, including this paragraph (d), and to notify the Contracting Officer of the names of such subcontractors.

SP-11 TIME FOR COMPLETION: All work shall be completed within 420 calendar days from date of receipt of Notice to Proceed. However, the time for completion of the work will be reduced by one calendar day for each day in excess of ten calendar days (or any extension thereof) elapsing between the Contractor's receipt of and return of properly executed contract, and performance and payment bonds.

SP-12 LIQUIDATED DAMAGES: In case of failure on the part of the Contractor to complete the work within the time fixed in the Contract or any extension thereof, the Contractor shall pay to the Government as fixed, agreed and liquidated damages, pursuant to the clause of this Contract entitled "Termination for Default-Damages for Delay-Time Extensions," the sum of \$250 per day for each calendar day's delay.

SP-13 CONTRACT DRAWINGS: After contract award, ten full size sets of drawings or one set of reproducible will be furnished, upon request, free of charge to the successful bidder. The following drawings form a part of and supplement these specifications:

TITLE	NUMBER
Fuel Storage, Mott Island	139/41,015A (7 sheets)
Fuel Storage, Rock Harbor	139/41,014A (6 sheets)
Water System, Rock Harbor	139/41,013A (19 sheets)
Boat Pump-Out Station, Rock Harbor	139/41,016A (2 sheets)

END

