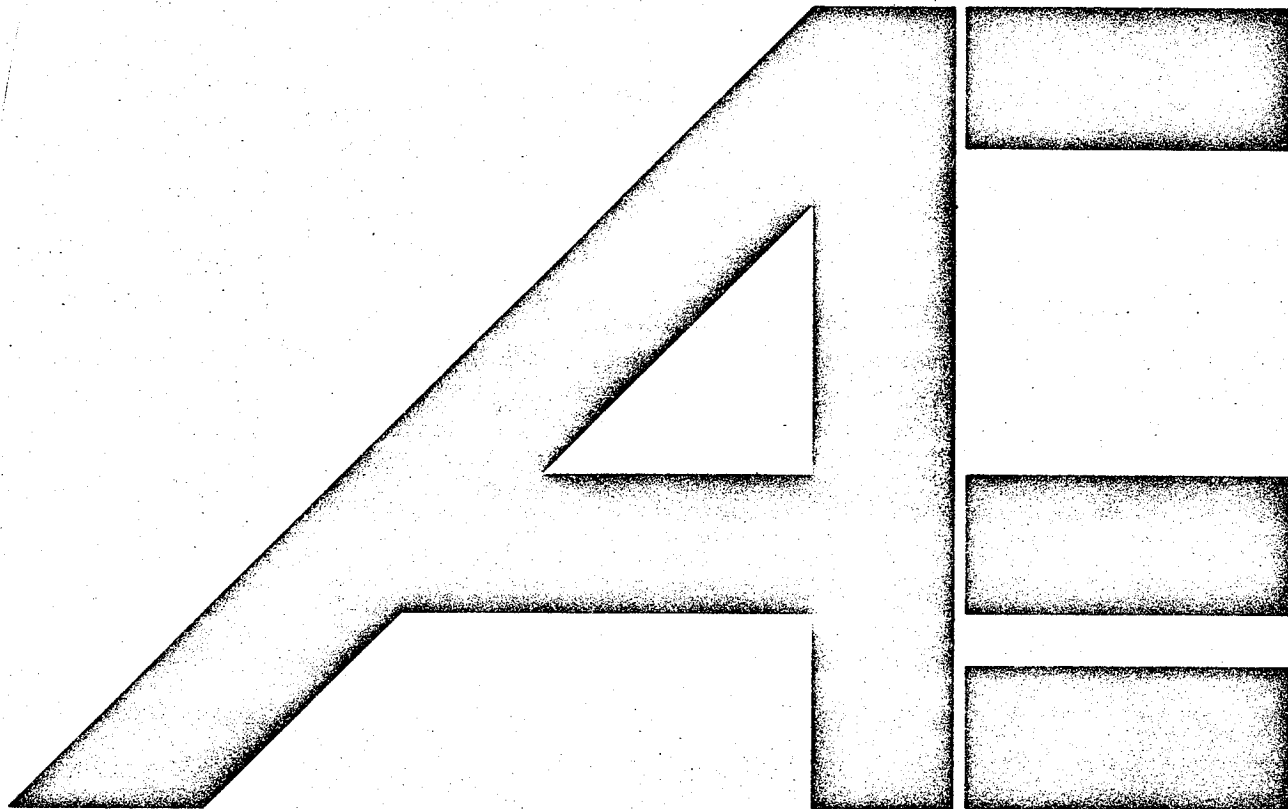


PROFESSIONAL SERVICES - DENVER SERVICE CENTER - NATIONAL PARK SERVICE - U.S. DEPT. OF THE INTERIOR

PROFESSIONAL SERVICES CONTRACT NO. CX-2000-3-0089

acc: 114



ARCHAEOLOGICAL INVESTIGATIONS
HARPERS FERRY NATIONAL HISTORICAL PARK
WEST VIRGINIA

PROFESSIONAL SERVICES CONTRACT NO.
CX-2000-3-0089

PROFESSIONAL SERVICES CONTRACT

1.	CONTRACT NO. CX-2000-3-0089
2.	DATE OF CONTRACT June 13, 1973
3.	TYPE OF CONTRACT ☐ FIRM FIXED PRICE ☒ COST REIMBURSABLE

4. NAME AND ADDRESS OF CONTRACTOR*

The Catholic University of America
P.O. Box 232
Washington D.C.

Tele: 202-635-5080

DR. W.M. GARDNER
SUPV

DR. ¹⁰³⁷EVANS

5. DEPARTMENT OR AGENCY AND ADDRESS*

National Park Service, Denver Service Center
7200 West Alameda, Denver, Colorado 80226

6. PROJECT TITLE AND LOCATION

Archaeological Investigations
Harpers Ferry National Historical Park
West Virginia

(Northeast Region)

7. CONTRACT FOR (General description of services to be provided)

Archaeological Investigations, Lower Town, Harpers Ferry

Archaeological Investigations of Paymaster House and related
structures, Harpers Ferry

8. CONTRACT AMOUNT (Express in words and figures)

Not to exceed Fourteen Thousand Five Hundred dollars (\$14,500.00).

9. NEGOTIATION AUTHORITY

41 CFR 1-3.204

10. ADMINISTRATIVE, APPROPRIATION, AND ACCOUNTING DATA

Appropriation number 14X1035

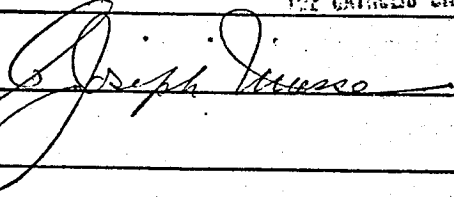
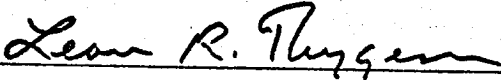
Account numbers: 1913 (Paymaster House) \$9,000
1914 (Lower Town) 5,500

11. The United States of America (hereinafter called the Government) represented by the Contracting Officer executing this contract and the Contractor agree to perform this contract in strict accordance with the General Provisions (Standard Form 253) and the documents identified as follows, all of which are made a part of this contract:

DSC-39, Representations and Certifications

Special Provisions (40 pages)

The parties hereto have executed this contract as of the date recorded in Item 2 above.

SIGNATURES		NAMES AND TITLE (Typed)
12. CONTRACTOR THE CATHOLIC UNIVERSITY OF AMERICA		
A		C. Joseph Nuesse
B		Executive Vice President
C		
D		
13. THE UNITED STATES OF AMERICA		
		Contracting Officer Leon R. Thygesen

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

PROPOSAL DATE

**The Catholic University of America
P.O. Box 232, Washington D.C.**

The contractor makes the following representations and certifications as a part of the proposal identified above.
(Check appropriate boxes.)

1. SMALL BUSINESSHe ☐ is, ☒ is not, a small business concern.**2. CONTINGENT FEE**

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

3. TYPE OF ORGANIZATION

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

4. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) By acceptance of this contract, the Contractor certifies, that in connection with this procurement:

(1) The prices quoted in connection with this contract were 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 quoter or with any competitor;

(2) Unless otherwise required by law, the prices which were quoted in connection with this contract were not knowingly disclosed by the Contractor prior to award directly or indirectly to any other quoter or to any competitor; and

(3) No attempt was made by the Contractor to induce any other person or firm to submit or not to submit a quotation for the purpose of restricting competition.

(b) Each person signing this contract certifies that:

(1) He is the person in the Contractor's organization responsible within that organization for the decision as to the prices quoted in connection with this contract and that he has not participated in any action contrary to (a) (1) through (a) (3) above; or

(2) (i) He is not the person in the Contractor's organization responsible within that organization for the decision as to the prices quoted in connection with this contract 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 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 in any action contrary to (a) (1) through (a) (3) above.

5. EQUAL OPPORTUNITY

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

6. 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.)

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 contractor 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, restrooms, and washrooms, 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.

7. PARENT COMPANY AND EMPLOYER IDENTIFICATION NUMBER

(a) Is the contractor owned or controlled by a parent company as described below? ☐ Yes, ☒ No. (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 contractor, such other company is considered the parent company of the contractor. 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," contractor 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) Contractor 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 53-0196583	PARENT COMPANY	CONTRACTOR The Catholic University of America
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8. The Contractor represents that (1) he ☒ has developed and has on file, ☐ has not developed and does not have on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) he ☐ has not previously had contracts subject to the written affirmative action program requirement of the rules and regulations of the Secretary of Labor.

GENERAL PROVISIONS (Architect-Engineer Contract)

1. DEFINITIONS

(a) The term "head of the agency" or "Secretary" as used herein means the Secretary, or any other 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. RESPONSIBILITY OF THE ARCHITECT-ENGINEER

(a) The Architect-Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the Architect-Engineer under this contract. The Architect-Engineer shall, without additional compensation, correct or revise any errors or deficiencies in his designs, drawings, specifications, and other services.

(b) Neither the Government's review, approval or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Architect-Engineer shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Architect-Engineer's negligent performance of any of the services furnished under this contract.

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

3. CHANGES

(a) The Contracting Officer may, at any time, by written order, make changes within the general scope of the contract in the services to be performed. If such changes cause an increase or decrease in the Architect-Engineer's cost of, or time required for, performance of any services under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Architect-Engineer for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Architect-Engineer of the notification of

change unless the Contracting Officer grants a further period of time before the date of final payment under the contract.

(b) No services for which an additional cost or fee will be charged by the Architect-Engineer shall be furnished without the prior written authorization of the Contracting Officer.

4. TERMINATION

(a) The Contracting Officer may, by written notice to the Architect-Engineer, terminate this contract in whole or in part at any time, either for the Government's convenience or because of the failure of the Architect-Engineer to fulfill his contract obligations. Upon receipt of such notice, the Architect-Engineer shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Architect-Engineer in performing this contract, whether completed or in process.

(b) If the termination is for the convenience of the Government, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

(c) If the termination is due to the failure of the Architect-Engineer to fulfill his contract obligations, the Government may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Architect-Engineer shall be liable to the Government for any additional cost occasioned to the Government thereby.

(d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the Architect-Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Government. In such event, adjustment in the contract price shall be made as provided in paragraph (b) of this clause.

(e) 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.

5. 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 Architect-Engineer. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Architect-Engineer 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 Architect-Engineer 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 Architect-Engineer 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.

6. 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 Architect-Engineer from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Unless otherwise provided in this contract, payments to assignee of any moneys due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off. (The preceding sentence applies only if this contract is made in time of war or national emergency as defined in said Act; and is with the Department of Defense, the General Services Administration, the Atomic Energy Commission, the National Aeronautics and Space Administration, the Federal Aviation 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.

7. GOVERNMENT RIGHTS (UNLIMITED)

The Government shall have unlimited rights, for the benefit of the Government, in all drawings, designs, specifications, notes and other work developed in the performance of this contract, including the right to use same on any other Government work without additional cost to the Government, and in respect thereto the Architect-Engineer agrees to grant a non-exclusive license to the Government in perpetuity, free of charge, to all data which he may cover by copyright and to all designs as to which he may assert any rights or establish any claim under the design patent or copyright laws. The Architect-Engineer for a period of three (3) years after completion of the project agrees to furnish and to provide access to the originals or copies of all such materials on the request of the Contracting Officer.

8. EXAMINATION OF RECORDS

(The following clause is applicable if the amount of this contract exceeds \$2,500.)

(a) The Architect-Engineer agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Architect-Engineer involving transactions related to this contract.

(b) The Architect-Engineer 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 expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, 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 \$2,500 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

9. COVENANT AGAINST CONTINGENT FEES

The Architect-Engineer 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 Architect-Engineer 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.

10. 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.

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION

This contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

(a) Overtime requirements. No Architect-Engineer or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work 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 receives compensation at a rate not less than one and one-half 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.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions of paragraph (a), the Architect-Engineer and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Architect-Engineer and subcontractor shall be liable to the United States for liquidated damages. Such liq-

uidated damages shall be computed with respect to each individual laborer or mechanic 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).

(c) Withholding for unpaid wages and liquidating damages. The Contracting Officer may withhold from the Architect-Engineer, from any moneys payable on account of work performed by the Architect-Engineer or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Architect-Engineer or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

(d) Subcontracts. The Architect-Engineer shall insert paragraphs (a) through (d) of this clause and the preamble in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

(e) Records. The Architect-Engineer shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for 3 years from the completion of the contract.

12. CONVICT LABOR

In connection with the performance of work under this contract, the Architect-Engineer agrees not to employ any person undergoing sentence of imprisonment at hard labor.

13. EQUAL OPPORTUNITY CLAUSE

(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 Architect-Engineer agrees as follows:

(a) The Architect-Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Architect-Engineer 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 Architect-Engineer 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 Architect-Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Architect-Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Architect-Engineer 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 Architect-Engineer'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 Architect-Engineer will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Architect-Engineer will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the 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 Architect-Engineer'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 Architect-Engineer may be declared ineligible for further Government contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Architect-Engineer will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Architect-Engineer 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 Architect-Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Architect-Engineer may request the United States to enter into such litigation to protect the interests of the United States.



United States Department of the Interior

NATIONAL PARK SERVICE

DENVER SERVICE CENTER

7200 W. Alameda

Denver, Colorado 80226

IN REPLY REFER TO:

SPECIAL PROVISIONS (PROFESSIONAL SERVICES CONTRACT)

CONTRACT NO. CX-2000-3-0089

ARCHAEOLOGICAL INVESTIGATIONS HARPERS FERRY NATIONAL HISTORICAL PARK WEST VIRGINIA

THIS CONTRACT entered into this Thirteenth day of June, 1973, between THE UNITED STATES OF AMERICA, hereinafter called the Government, represented by the Chief, Office of Contract Administration, or his designated representative, in the Denver Service Center, National Park Service, 7200 West Alameda, Denver, Colorado 80226, as the Contracting Officer; and THE CATHOLIC UNIVERSITY OF AMERICA, whose offices are located at Washington D.C. 20017, hereinafter called the Contractor.

WITNESSETH that the parties hereto do mutually agree as follows:

ARTICLE I - ADDITIONAL DEFINITIONS

The provisions of Clause I, Definitions, of Standard Form 253, General Provisions, are expanded as follows:

- (a) The term "Government" shall mean the Contracting Officer or his authorized representative.
- (b) The term "Subcontractor" shall mean those persons or firms with whom the Contractor enters into a contract for accomplishment of any portion(s) of the work of this contract.
- (c) The term "Architect-Engineer" as used in the General Provisions, Standard Form 253, shall mean the same as "Contractor" as used above.

ARTICLE II - PROJECT

The project is identified as follows:

- A. Archaeological Investigations, Lower Town, Harpers Ferry.
- B. Archaeological Investigations of Paymaster House and related structures, Harpers Ferry.

ARTICLE III - SCOPE OF WORK

The Contractor shall provide all necessary services and supporting activities to:

- A. Perform archaeological investigations in the Lower Town of Harpers Ferry related to the block bounded by Shenandoah Street, High Street, Potomac Street, and Hog Alley, and on the South side of Shenandoah Street. These investigations are to determine historic period grade elevations, locate ancillary building foundations, fences, and such features as walks, drainage gutters, corner and boundary markers, lamp posts, cisterns and garden evidence as may be revealed archaeologically.
- B. Perform investigations to complete an archaeological search of the grounds of the Paymaster's House (Lockwood House) and structures related to the Paymaster's House on Camp Hill, especially the Shenandoah Street side of the Paymaster's House, notably the Morrell and Brackett Houses.

ARTICLE IV - SCOPE OF SERVICES

The Contractor shall perform the services as hereinafter set forth.

- A. Perform all necessary field work and investigations according to scientific principles.
- B. Submit progress reports of field and laboratory work in triplicate to the Service by the end of each month for the preceding month.
- C. Prepare an original and five (5) copies of a final detailed report, meeting accepted scientific standards, bound, and suitable for publication, on the results of the research.
- D. Consult with the Service as to the most appropriate depository for relics and specimens recovered as a result of the work performed pursuant to this agreement. All relics, specimens, artifacts and other items obtained from this project shall be the property of the Government.
- E. Upon completion of any excavation or tests, the sites will be restored, insofar as practical, to their original condition, except in cases where it can be definitely ascertained that the sites will be completely flooded within the next 60 days, the sites may be left open.

ARTICLE V - TIME FOR COMPLETION

The Contractor shall proceed with the furnishing of the services and materials as defined in Article IV, promptly upon notification by the Contracting Officer. The work shall be completed within the following schedule:

Complete field work by November 1, 1973.

Submit five (5) copies of the final detailed report meeting scientific standards, bound and suitable for publication, on the results of research by June 1, 1974.

ARTICLE VI - COST AND PAYMENTS

A. Reimbursable Costs

It is estimated that the total cost to the Government for the performance of the work specified in this contract will not exceed Fourteen Thousand Five Hundred dollars (\$14,500.00).

The Government shall pay to the Contractor for the performance of this contract such costs as are determined by the Contracting Officer to be allowable in accordance with Subpart 1-15.3 of Federal Procurement Regulations as in effect on the date of this contract, provided that the total amount payable shall not exceed the estimated amount set forth above unless increased as provided for in Paragraph B of this article.

B. Limitation of Costs

The Contractor agrees to use its best efforts to perform this contract within the estimated total amount so specified, but neither the Government nor the Contractor guarantees the accuracy of such estimate. If at any time the Contractor has reason to believe that the costs which it expects to incur in the performance of this contract in the next succeeding thirty (30) days, when added to all costs previously incurred, will exceed eighty-five percent (85%) of the estimated cost, or if at any time the Contractor has a reason to believe that the total cost for the performance of this contract will be greater or substantially less than the then estimated cost thereof, the Contractor shall notify the Contracting Officer in writing to that effect, giving the revised estimate of such total cost for the performance of this contract.

The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of the estimated cost set forth in Paragraph A, and the Contractor shall not be obligated to continue performance under the contract or to incur costs in excess of such estimate, unless and until the Contracting Officer shall have notified the Contractor in writing that such estimated cost has been increased, and shall have specified in such notice a revised estimate of costs which shall thereupon constitute the estimated cost of performance of this contract. When and to the extent that

the estimated cost has been increased, any costs previously incurred by the Contractor in excess of such estimated cost shall be allowable to the same extent as if such costs had been incurred after any increase in estimated cost, provided such costs are incident to and necessary for the performance of work specifically authorized under this contract at the time incurred.

In the event the estimated cost is not increased, and additional funds are not allocated to the contract, and all work under this contract is discontinued because of exhaustion of funds, the Contractor shall furnish a final report on the work which has been performed and the Government shall have no obligation to make further payments hereunder.

C. Payments

Progress payments as approved by the Contracting Officer, will be made to the Contractor monthly, upon (i) submission of an invoice or voucher, supported by an itemized statement of costs claimed to have been incurred by the Contractor in the performance of the contract during the period covered by the invoice or voucher and (ii) receipt and approval by the Contracting Officer of progress reports covering work performed during the period. No progress payments will include any amounts claimed in the related invoice or voucher and itemized statement of costs which may be found by the Contracting Officer prior to payment not to constitute allowable costs, and the amount found to be due with respect to any progress payment may be reduced or increased to the extent payment of any previous invoice or voucher is found to include an overpayment, as the case may be. The total of the progress payments prior to final payment shall not exceed 75 percent of the total costs.

Final payment under this contract, including amounts allowed but withheld, will be made upon receipt and approval by the Contracting Officer of the complete final report, as described in this contract and his certification that the Contractor has complied with all provisions of this contract.

D. Overhead Rates

Indirect costs shall be included in the invoices or vouchers and will be reimbursed at a predetermined rate of 40 percent of total direct costs.

ARTICLE VII - TRAVEL

All travel required to be performed in connection with the services to be rendered under this contract shall be included in the fee and shall be at no additional expense to the Government.

However, if additional travel by the Contractor becomes necessary and when authorized in writing by the Government, the Contractor shall be reimbursed for such travel as follows:

- | | | |
|----|---------------------|---|
| A. | Commercial Carriers | Current Commercial Coach
or Tourist Rate |
| B. | Taxi | Actual Expenses |
| C. | Auto Expenses | |
| | 1. Commercial | Actual Expenses |
| | 2. Private | \$0.12 per mile |
| D. | Subsistence | \$25.00 per day per person |
| E. | Per Diem | To be negotiated |

ARTICLE VIII - AVAILABILITY OF APPROPRIATIONS

The liability of the United States, under this agreement, will be contingent on the necessary appropriations being made therefor by the Congress and an appropriate reservation of funds thereunder. Further, the Government shall not be liable for damages under this agreement on account of delays in payments due to lack of funds.

ARTICLE IX - COMPOSITION OF FIRM

If the Contractor hereunder is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

ARTICLE X - DELAYS

Whenever the Contractor or Subcontractor encounters any difficulty arising from unforeseeable causes which delays or threatens to delay the timely performance under this contract: (excluding actual or potential labor disputes) the Contractor or Sub-contractor shall immediately give notice thereof in writing to the Contracting Officer, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Government of any rights or remedies to which it is entitled by law or pursuant to provisions of this contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay. Excusable delays may include, but are not restricted to, acts of God, or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor or Sub-contractor.

The Contractor agrees to insert the substance of this article, including this paragraph, in any subcontract hereunder; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay, the subcontractor shall immediately notify the Contractor as the case may be, of all relevant information with respect thereto.

ARTICLE XI - DELIVERY POINT, INSPECTION AND APPROVAL

All items required to be furnished by the Contractor under this Contract shall be delivered at the Contractor's expense to:

Chief, Office of Contract Administration
Denver Service Center
National Park Service
United States Department of Interior
7200 West Alameda
Denver, Colorado 80226

unless otherwise directed in writing by the Contracting Officer.

All submittals will be subject to inspection by the Contracting Officer. The Contractor will be notified if the submittal, or any portions thereof, is rejected. In this event, the Contractor will be required to resubmit those rejected materials so that they fully comply with the requirements of this Contract. The decision of the Contracting Officer as to acceptance or rejection of the required submittals shall be final, subject only to the provisions of Clause No. 5, (Disputes) of the General Provisions of this Contract.

ARTICLE XII - DESIGNATION OF CONTRACTING OFFICER'S
REPRESENTATIVE

The Contractor's day to day activities and work production will be monitored by a person designated by the Contracting Officer to act as his authorized representative to administer this Contract, in whole or in part.

No oral statement of any person and no written statement of anyone other than the Contracting Officer, or his authorized representative designated in accordance with #14-1.450-1 of the United States Department of Interior Procurement Regulations (41 CFR 14-1.450-1), acting within the limits of his authority specified in #14-1.450-2 of the United States Department of Interior Procurement Regulations (41 CFR 14-1.450-2), shall modify or otherwise affect any provisions of this contract.

Designation and termination of the Contracting Officer's Representative shall be done in accordance with 41 CFR 14-1.450.

ARTICLE XIII - DOCUMENT STANDARDS

(a) Drafting Standards for Microfilm Process, if Required

1. Dark, clear, sharp lines of uniform density results in good microfilm.
2. Outlines and Section lines are differentiated by varying the width and thickness of lines, not by changing densities.
3. Use only one type of lettering with open spacing.
4. A minimum lettering height of 1/8"; when possible, use 3/16" or 1/4".
5. Avoid congestion by using additional sheets.
6. Match line weight when making additions or changes.
7. Keep drawing clean, uncreased and erasures at a minimum.
8. A graphic scale must be shown on all drawings.

(b) Specifications, Reports, and Other Narrative Statements, if Required.

1. Specifications, reports and other narrative statements in final form for submission to the Government shall be prepared on 8" x 10½" white bond paper.

(c). Bibliographies

If the preparation of reports and other narrative statements involves the use of reference and research material, the Contractor shall prepare a bibliography of such material and include it in the final document. Each bibliography shall include the following information:

1. Books

- a. Name of author or authors, editors, or institution responsible for writing the book.
- b. Full title of book (including subtitle, if there is one)
- c. Series name and number (if applicable)
- d. Volume number (if any)

- e. Edition (if not the original)
- f. City of publication
- g. Publisher's name
- h. Date of publication

2. Articles or Periodicals

- a. Name of author
- b. Title of article
- c. Name of periodical
- d. Volume number
- e. Date of article
- f. Pages occupied by article

ARTICLE XIV - EXAMINATION OF RECORDS BY COMPTROLLER GENERAL

The following article supersedes Clause 8, Examination of Records, on Page 2, of Standard Form 253.

- (a) This article is applicable if the amount of this contract exceeds \$2,500 and was entered into by means of negotiation, including small business restricted advertising, but is not applicable if this contract was entered into by means of formal advertising.
- (b) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulations 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 Regulations 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 \$2,500 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 exceptions have 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.

ARTICLE XV - EXAMINATION OF RECORDS BY THE SECRETARY OF THE INTERIOR

- (a) The Contractor shall maintain 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. The foregoing constitute "records" for the purposes of this article.
- (b) The Contractor's plants, or such part thereof as may be engaged in the performance of this contract, and his records shall be subject at all reasonable times to inspection and audit by the Secretary or his authorized representatives. In addition, the Secretary, or his authorized representatives, shall, until the expiration of 3 years from the date of final payment under this contract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations, whichever expires earlier, have the right to examine those books, records, documents, papers, and other supporting data which involve transactions related to this contract along with the computations and projections used therein.
- (c) The Contractor shall preserve and make available his records (1) until the expiration of 3 years from the date of final payment under this contract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations, whichever expires earlier, and (2) for such longer period, if any, as is required by applicable status, or by other clauses of this contract, or by (i) or (ii) below.
 - (i) If this agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of 3 years from the date of any resulting final statement.
 - (ii) Records which relate to (A) appeals under the "Disputes" clause of this contract, (B) litigation or the settlement of claims arising out of the performance of this contract, or (C) costs and expenses of this contract as to which exception has been taken by the Contracting Officer or any of his duly authorized representatives, shall be retained

until such appeals, litigation, claims, or exceptions have been resolved.

- (d) The Contractor shall insert the substance of this article, including the whole of this paragraph (d), in each subcontract hereunder. When so inserted, changes shall be made to designate the higher-tier subcontractor at the level involved in place of the Contractor; to add "of the Government prime contract" after "Contracting Officer"; and to substitute "the Government prime contract" in place of "this contract" in (B) of paragraph (c) above.

ARTICLE XVI - GOVERNMENT RIGHTS. This Clause replaces deleted Clause 7, of the General Provisions. Government Rights (Unlimited).

All designs, drawings, specifications, notes, and other work developed in the performance of this agreement shall be and remain the sole property of the Government and may be used on any other work without additional compensation to the Contractor. With respect thereto, the Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The Contractor for a period of 3 years after final payment under this contract, agrees to furnish and provide access to all retained materials on the request of the Contracting Officer. Unless otherwise provided in this agreement, the Contractor shall have the right to retain copies of all such materials beyond such period.

In the event that the Government uses any of the above mentioned materials for purposes other than those covered under this contract or other than for which it was provided, the Contractor shall not be held liable for any personal or property damage arising from such use.

ARTICLE XVII - INSPECTION

The Government through any authorized representative, may at all reasonable times, inspect or otherwise evaluate the work being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made by the Government on the premises of the Contractor or subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

ARTICLE XVIII - INVESTIGATION OF FIELD CONDITIONS

Representatives of the firm which has been selected to perform under this contract are urged to visit the areas where work is to be performed and by their own investigation satisfy themselves as to the existing conditions affecting the work to be done. If this firm, including subcontractors, chooses not to visit the area, it will nevertheless be charged with knowledge of conditions which a reasonable inspection would have disclosed. The Contractor shall assume all responsibility for deductions and conclusions as to the difficulties in performing the work under this contract.

ARTICLE XIX - LISTING OF EMPLOYMENT OPENINGS. (This clause is applicable pursuant to 42 CFR 50-250 if this contract is for Ten Thousand Dollars (\$10,000) or more and will generate 400 or more man-days of employment.)

- (a) The Contractor agrees that all 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, to the maximum extent feasible, be offered for listing at an appropriate local office of the State employment service system wherein the opening occurs and to provide such periodic reports to such local office regarding employment openings and hires as may be required.
- (b) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve only the normal obligations which attach to the placing of a bona fide job order but does not require the hiring of any job applicant referred by the employment service system.
- (c) The periodic reports required by paragraph (a) of this clause, shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one establishment in a State, with the central office of that State employment service. Such reports shall indicate for each establishment the number of individuals who were hired during the reporting period and the number of hires who were veterans who served in the Armed Forces on or after August 5, 1964, and who received other than a dishonorable discharge. The Contractor shall maintain copies of the reports submitted until the expiration of 1 year after final payment under this agreement, during which time they shall be made available, upon request, for examination by any authorized representatives of the Contracting Officer or of the Secretary of Labor.
- (d) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, he shall advise the employment service system in each State wherein he has

establishments of the name and location of each such establishment in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State employment service system, there is no need to advise the State system of subsequent agreements. The Contractor may advise the State systems when it is no longer bound by this clause.

- (e) This clause does not apply (1) to the listing of employment openings which occur outside of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands, and (2) to contracts with State and local governments.
- (f) This clause does not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(g) As used in this clause:

1. "All employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a salary basis of less than \$18,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.
2. "Appropriate offices of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area of the establishment where the employment opening is to be filled, including the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

3. "Openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement," means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) or outside of a special hiring arrangement which is part of the customary and traditional employment relationship which exists between the Contractor and representatives of his employees and includes any openings which the Contractor proposes to fill from regularly established "recall or rehire" lists or from union hiring halls.
 4. "Man-day of employment" means any day during which an employee performs more than 1 hour of work.
- (h) The Contractor agrees to place this article (excluding this paragraph (h) in any subcontract directly under this contract.

ARTICLE XX - NOTICE OF MAXIMUM PERMISSIBLE ESCALATION IN WAGE
AND PRICE STANDARDS

Bidders are advised of standards established under Executive Orders 11615, 11627, 11640, and 11660 setting maximum permissible percentages of escalation in wage rates and price increases. Such standards call for wage rate increases of no more than 5.5 percent per annum unless specific exceptions have been granted by the Pay Board, price increases to 2.5 percent per annum (3 percent per annum in the case of small business firms). To achieve this target, firms are allowed to increase prices to reflect allowable costs incurred since the last price increase or since January 1, 1971, whichever was later, and such costs as firms are continuing to incur, adjusted to reflect productivity gains. These price increases may not result in profit margins on sales which exceed the firm's profit margins for the highest 2 of the last 3 fiscal years ending before August 15, 1971. Average productivity gains are estimated to be 3 percent or higher for the economy annually for 1972 and 1973.

ARTICLE XXI - NOTIFICATION OF VISITS TO PARK

The Contractor shall contact the Superintendent of the Park or members of the Park Staff well in advance of each occasion that a visit is required to the proposed development or facility so that the Park may be fully informed of the Contractor's activities while in the Park.

ARTICLE XXII - PATENTS

The Contractor shall hold and save the Government, and all officers and agents thereof, harmless from and against all and every demand of any nature and kind for or on account of the use of any patented or copyrighted invention, article, or process employed by the Contractor in the performance of the work.

ARTICLE XXIII - PAYMENT OF INTEREST ON CONTRACTOR'S CLAIMS

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 judgement 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.

Notwithstanding the paragraph 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.

ARTICLE XXIV - PERMITS

Without additional cost to the Government, the Contractor shall obtain all applicable permits, licenses, and insurance; shall pay all charges and fees; and shall give all notices necessary and incident to the due and lawful performance of the services under this contract.

ARTICLE XXV - PERSONNEL AND FACILITIES

The Contractor shall assign those members of his staff, including subcontractors, and those facilities to the execution of the work as agreed upon by the Contractor and the Government during negotiations.

ARTICLE XXVI - PROTECTION OF NATURAL AND HISTORIC FEATURES

The Contractor shall provide maximum protection, take every reasonable means, and exercise care to prevent damage to existing historic structures, contemporary structures, landscape plantings, natural features, roads, utilities and other Park facilities.

Special attention shall be given the historic structures, natural and landscape features of the Park and special care shall be taken to protect these elements in their surroundings. The Contractor shall not cut, injure, or destroy vegetation or damage property without special authority, and he shall provide suitable protection for vegetation and facilities adjacent to work areas.'

Special attention shall be given to investigations within the historic fabric of a structure. Prior approval must be obtained from the Contracting Officer or his designated agent before the removal of any historic fabric. The removal of any material must be accomplished with extreme care and in an approved manner, and special care shall be taken to store and protect the removed material while the investigations are underway. Removed material shall be replaced in its original position in a workman-like manner adhering to restoration standards.

The Contractor shall restore to the satisfaction of the Contracting Officer at no additional cost to the Government any damage to any Government or private property as outlined above.

ARTICLE XXVII - PUBLICITY

Except with the prior approval of the Contracting Officer, the Contractor shall not release for publication any sketch, photograph, report, or other material of any nature pertaining to the facilities, for which services are performed under the terms of this contract.

The provisions of this article shall extend also to the release of any such material to any person not so authorized by the Contracting Officer.

ARTICLE XXVIII - QUALIFICATION FOR FUTURE AND SIMILAR WORK

The satisfactory completion of this contract in no manner qualifies the Contractor to preferential rights to consideration for future work for the Government. Future agreements will be negotiated within the Federal Procurement Regulations as new procurement.

ARTICLE XXIX - RESPONSIBILITY FOR MATERIALS AND RELATED DATA

Except as otherwise provided in this contract, (i) the Contractor shall be responsible for any materials and related data covered by this contract until they are delivered to the Government at the designated delivery point; (ii) after delivery to the Government at the designated point and prior to acceptance by the Government or rejection and giving notice thereof by the Government, the Government shall be responsible for the loss or destruction of or damage to the materials and related data only if such loss, destruction, or damage results from the negligence of officers, agents, or employees of the Government acting within the scope of their employment; and (iii) the Contractor shall bear all risks as to rejected materials and related data after notice of rejection, except that the Government shall be responsible for the loss, or destruction of, or damage to the materials and related data only if such loss, destruction, or damage results from the gross negligence of officers, agents, or employees of the Government acting within the scope of their employment; and (iv) after delivery to, and acceptance by, the Government, shall be responsible for the loss or destruction of or damage to, the materials and related data so delivered and accepted.

ARTICLE XXX - RIGHTS OF ENTRY

Where rights-of-entry have not been obtained by the Government, the Contractor will be required to obtain from landowners the necessary rights-of-entry for making any investigations required under a contract. The Contractor will be advised as to arrangements previously made with landowners. The Contractor shall assume all responsibility for and take all precautions to prevent damage to property entered.

ARTICLE XXXI - RISK DAMAGES

The Contractor shall assume all risks of injury to persons or property in connection with the performance of work under the contract and shall indemnify and save harmless the Government against all claims, causes of action, cost and expense on account of bodily injuries to, and death of persons, and damages to property arising from activities of the Contractor in connection with the prosecution of the work.

ARTICLE XXXII - SELECTION OF SUBCONTRACTORS

All items of work, in excess of \$2500, which are to be subcontracted shall be referred to the Contracting Officer with a description of the work, the firm or a listing of firms to be considered, a resume of their qualifications, a draft of the subcontract, if written, and the proposed price. The Contractor will not enter into an agreement with any firm prior to approval by the Contracting Officer.

Cost plus percent of cost subcontracts are prohibited. The Government reserves the right to disapprove any subcontractor referred under this article.

ARTICLE XXXIII - 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.

ARTICLE XXXIV - UTILIZATION OF CONCERNS IN LABOR SURPLUS AREAS

It is the policy of the Government to place contracts with concerns which will perform such contracts substantially in or near concentrated unemployment or underemployment sections of States or in areas of persistent or substantial labor surplus, where this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy. In complying with the foregoing and with Subparagraph (b) of the clause of this contract entitled "Utilization of Small Business Concerns" the Contractor in placing his subcontracts shall observe the following order of preference: (a) Certified eligible concerns which are also small business concerns; (b) other certified-eligible concerns; (c) persistent labor surplus area concerns which are also small business concerns; (d) other persistent labor surplus area concerns; (e) substantial labor surplus area concerns which are also small business concerns; and (g) small business concerns which are not labor surplus area concerns.