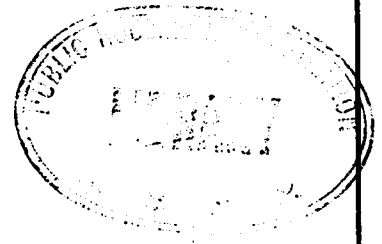


**CONSTRUCTION  
CONTRACT DOCUMENTS**

FOR

TRAILER, TEMPORARY,  
OR PERMANENT DEFENSE  
HOUSING PROJECTS



**DEFENSE  
HOUSING  
BULLETIN**

U.S. PUBLIC HOUSING ADMINISTRATION  
HOUSING AND HOME FINANCE AGENCY WASHINGTON 25, D. C.

March 1954

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CONSTRUCTION CONTRACT DOCUMENTS FOR DEFENSE HOUSING

INTRODUCTION

This Bulletin is designed for use by PHA Field Offices, Local Authorities (if assisting in project development under an Agency Development Agreement), and Architect-Engineers in the preparation of the essential contract documents for construction of defense housing projects.

The use of the following Government Standard Forms is mandatory:

Invitation for Bids . . . . .	Form No. 20	Revised March 1953
Bid Form . . . . .	" 21	"
Instructions to Bidders . . . . .	" 22	"
Construction Contract . . . . .	" 23	"
General Provisions . . . . .	" 23A	Dated March 1953
Bid Bond (if bid is so secured) .	" 24	Revised November 1950
Performance Bond . . . . .	" 25	"
Payment Bond . . . . .	" 25A	"

The printed matter on these forms is not to be altered. Additional matter is to be inserted in the blank spaces on Forms 20, 21, and 23, as indicated on the "Specimen" forms bound herein, prior to issuance of the Invitation for Bids, so that bidders may be fully informed.

The use of the "Addendum to Standard Form 22--Instructions to Bidders" is mandatory.

The use of the "General Conditions" without any changes is mandatory since it furnishes the necessary supplements to these revised standard forms.

It is to be noted that all construction contracts are to include the furnishing and installing of all requisite equipment.

In preparing the Technical Specifications for temporary housing, refer to Bulletin No. DH-2, Specifications for Trailer Projects and for Temporary Projects using DHT Series 1 (Rev) Standard Plans as revised. For permanent housing, refer to Bulletin No. LR-13, Guide Specifications.

This issue of Bulletin No. DH-1 supersedes all previous issues. The changes incorporated herein have been brought about by the revision of Government Standard Forms by the General Services Administration.

UHFA  
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S P E C I M E N

Bulletin No. DH-1.

<small>STANDARD FORM 20 REVISED MARCH 1953 GENERAL SERVICES ADMINISTRATION GENERAL REGULATION NO. 15</small>		<small>REFERENCE</small> (Field office to furnish, if any)
<b>INVITATION FOR BIDS</b> (CONSTRUCTION CONTRACT)		<small>DATE</small> (of issuance)
<small>NAME AND LOCATION OF PROJECT</small>  (name) (project number) (location)		<small>DEPARTMENT OF AGENCY</small>  PUBLIC HOUSING ADMINISTRATION Housing and Home Finance Agency
<small>BY (Issuing office)</small>  Field Office, Public Housing Administration		

Sealed bids in triplicate for furnishing all labor, equipment, and materials and performing all work for the project described herein will be received until (hour), S. T., (date)

in the office of PUBLIC HOUSING ADMINISTRATION (room number)  
(address)

and then publicly opened.

Information regarding bidding material, bid guarantee, and bonds  
Specifications, Drawings, and Forms of bidding and contract documents are  
on file at the office of (name) (address).

A deposit of \$ per set will permit withdrawal for bidding purposes  
which will be refunded upon return of the documents in good condition  
within ten (10) days after bid opening.

Bid Guaranty shall be in acceptable form and in an amount not less than  
five (5%) percent of the amount of the bid. If a bond, it shall be ex-  
ecuted on Government Standard Form 24.

The successful bidder will be required to furnish and pay for satisfactory  
performance and payment bonds executed on Government Standard Forms 25  
and 25A, respectively. The performance bond shall be in a penal sum of  
not less than fifty (50%) percent of the contract price. If the contract  
price is not greater than one million dollars the penal sum of the pay-  
ment bond shall be not less than fifty (50%) percent of the contract  
(Continue on other side)

Description of work

(Insert here the exact language appearing on the title page  
of the Specifications, amplified if deemed necessary)

Information regarding liquidated damages (if any), payments, etc., is attached or made a part of the speci-  
fications. Bids shall be submitted on the forms furnished or copies thereof.



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price; if greater than one million but not in excess of five million dollars, forty (40%) percent of the contract price; if in excess of five million dollars the penal sum shall be two million five hundred thousand dollars (\$2,500,000).

Not less than the minimum wages, as set forth in the Specifications, must be paid on this project.

No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the Government.

The furnishing by the Government to any bidder of this Invitation for Bids or any Bid Forms shall not be construed as an acknowledgement by the Government that such bidder is qualified to perform the work contemplated for this project.

All three copies of the Bid shall bear the genuine signature of the bidder.

STANDARD FORM 22  
REVISED MARCH 1952  
GENERAL SERVICES ADMINISTRATION  
GENERAL REGULATION NO. 13

## INSTRUCTIONS TO BIDDERS (CONSTRUCTION CONTRACTS)

*(These instructions are not to be incorporated in the contract)*

1. **Explanation to Bidders.** Any explanation desired by bidders regarding the meaning or interpretation of the drawings and specifications must be requested in writing and with sufficient time allowed for a reply to reach them before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any interpretation made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders and its receipt by the bidder shall be acknowledged.
2. **Conditions at Site of Work.** Bidders should visit the site to ascertain pertinent local conditions readily determined by inspection and inquiry, such as the location, accessibility and general character of the site, labor conditions, the character and extent of existing work within or adjacent thereto, and any other work being performed thereon.
3. **Bidder's Qualifications.** Before a bid is considered for award, the bidder may be requested by the Government to submit a statement of facts in detail as to his previous experience in performing similar or comparable work, and of his business and technical organization and financial resources and plant available and to be used in performing the contemplated work.
4. **Bid Guaranty.** Where security is required, failure to submit the same with the bid may be cause for rejection. The bidder, at his option, may furnish a bid bond, postal money order, certified check, or cashier's check, or may deposit, in accordance with Treasury Department regulations, bonds or notes of the United States (at par value) as security in the amount required: *Provided*, That where the total amount of the bid is \$2,000 or less, the contracting agency may declare a bid bond unacceptable by so stating in the specifications or Invitation for Bids.  
  
In case security is in the form of postal money order, certified check, cashier's check, or bonds or notes of the United States, the Government may make such disposition of the same as will accomplish the purpose for which submitted.
- Checks may be held uncollected at the bidder's risk. Checks, or the amounts thereof, and bonds or notes of the United States deposited by unsuccessful bidders will be returned as soon as practicable after the opening.
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 such erasure or change must be initialed by the person signing the bid.  
(b) The form of bid will provide for quotation 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 required on the bid form, bidders must quote on all items and *they are warned* that failure to do so may disqualify the bid. When quotations on all items are not required, bidders should insert the words "no bid" in the space provided for any item on which no quotation is made.  
(c) Alternative bids will not be considered unless called for.  
(d) Unless specifically called for, telegraphic bids will not be considered. Modification by telegraph of bids already submitted will be considered if received prior to the time fixed in the Invitation for Bids. Telegraphic modifications shall not reveal the amount of the original or revised bid.
6. **Submission of Bids.** Bids must be submitted as directed on the bid form.
7. **Receipt and Opening of Bids.** (a) Bids will be submitted prior to the time fixed in the Invitation for Bids. Bids received after the time so fixed are late bids; and the exact date and hour of mailing such bids, as shown by the cancellation stamp or by the stamp of an approved metering device will be recorded. Such late bids will be considered, *Provided*, They are received before the award has been made, *And provided further*, The failure to arrive on time was due solely to a delay in the mails for which the bidder was not responsible; otherwise late bids will not be con-

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sidered but will be held unopened until the time of award and then returned to the bidder, unless other disposition is requested or agreed to by the bidder.

(b) Subject to the provisions of paragraph 5(d) of these instructions, bids or bid modifications which were deposited for transmission by telegraph in time for receipt, by normal transmission procedure, prior to the time fixed in the Invitation for Bids and subsequently delayed by the telegraph company through no fault or neglect on the part of the bidder, will be considered if received prior to the award of the contract. The burden of proof of such abnormal delay will be upon the bidder and the decision as to whether or not the delay was so caused will rest with the officer awarding the contract.

(c) No responsibility will attach to any officer for the premature opening of, or the failure to open, a bid not properly addressed and identified.

8. *Withdrawals of Bids.* Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

9. *Bidders Present.* At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested, who may be present either in person or by representative.

10. *Bidders Interested in More than One Bid.* If more than one bid be offered by any one party, by or in the name of him or the clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a

bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work.

11. *Award of Contract.* (a) The contract will be awarded as soon as practicable to the lowest responsible bidder, price and other factors considered, provided his bid is reasonable and it is to the interest of the Government to accept it.

(b) The Government reserves the right to waive any informality in bids received when such waiver is in the interest of the Government. In case of error in the extension of prices, the unit price will govern.

(c) The Government further reserves the right to accept or reject any or all items of any bid, unless the bidder qualifies such bid by specific limitation also to make an award to the bidder whose aggregate bid on any combination of bid items is low.

12. *Rejection of Bids.* The Government reserves the right to reject any and all bids when such rejection is in the interest of the Government; to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the bid of a bidder who is not, in the opinion of the Contracting Officer, in a position to perform the contract.

13. *Contract and Bonds.* The bidder to whom award is made shall, within the time established in the bid and when required, enter into a written contract with the Government and furnish performance and payment bonds on Government-accepted forms. The bonds shall be in the amounts indicated in the specifications or the Invitation for Bids.

(For additional provisions, see "Instructions to Bidders Form 2," which follows.)

ADDENDUM TO STANDARD FORM 22 - INSTRUCTIONS TO BIDDERS

14. Data on Specialty Items. (a) Each general bidder who includes in his bid the costs of the mechanical branches of the contract work shall submit, with his bid, in a separate sealed envelope identified on the outside by his name, project number, and marked "Data on Specialty Items", a breakdown of his overall bid showing the amounts included therein for the following subcontracts and work:

Amount of plumbing bid	\$ .....
Amount of heating bid	.....
Amount of electric bid	.....
All remaining work	.....
Overall bid price	\$ ..... .....

(b) This information is required for analytical purposes, shall have no bearing upon the determination of the lowest responsible bidder, and will not be divulged to the public at bid opening.

15. Options. (a) The attention of all bidders, whether prime or subcontract, is directed to the "List of Options" contained in the Special Conditions.

(b) The contract will be based upon the completion of the work according to the Specifications and Drawings, together with all Addenda thereto, under the lowest proposal submitted by a responsible bidder, irrespective of the options permitted by the contract which the bidder proposes to use. The Contracting Officer has determined, by inclusion of such options, that any are equally acceptable. Therefore, the bidder is required to submit his lowest proposal for the work to be performed since no other will be considered.

16. Collusive Agreements. (a) Each bidder submitting a bid shall attach thereto his executed Non-Collusive Affidavit in the form herein provided.

(b) After execution of the contract, each bidder proposed by the Contractor to perform subcontract work shall submit to the Contractor a Non-Collusive Affidavit in the form provided under the Section entitled "SUBCONTRACTS" in the General Conditions.

(c) The Government reserves the right to reject the bid of any bidder for the prime contract or to withhold approval of any subcontractor who fails to observe these provisions.

17. Bidder's Ability to Perform. The ability of a bidder to obtain a performance bond shall not be regarded as the sole test of such bidder's competency or responsibility.

ADDENDUM TO INSTRUCTIONS TO BIDDERS  
(continued)

18. Failure to Examine Site, Drawings, Documents, Etc. The attention of all bidders is expressly directed to the provisions of Clause 2 of the Instructions to Bidders, and also to Section 10e of the General Conditions relative to the Contractor's warranty against the presentation of certain types of claims as set forth therein.

19. Unit Prices. (a) Subsequent to bid opening, but prior to and as a condition of award of the contract, the successful bidder shall negotiate and agree with the Contracting Officer upon mutually acceptable unit prices for the items listed under the caption "UNIT PRICES" in the Special Conditions, conforming to the terms thereof.

(b) No unit prices will be quoted in or submitted with any bid.

STANDARD FORM 23 REVISED MARCH 1954 GENERAL SERVICE ADMINISTRATION GENERAL REGULATION NO. 11	<b>BID FORM</b> (CONSTRUCTION CONTRACT)	REFERENCE: (If any, same as on Invitation for Bids)
Read the Instructions to Bidders (Standard Form 22) This form to be submitted in triplicate.		DATE OF INVITATION (same as on Invitation)
NAME AND LOCATION OF PROJECT (same as on Invitation for Bids)		

TO: PUBLIC HOUSING ADMINISTRATION

(Date)

In compliance with your invitation for bids of the above date, the undersigned hereby proposes to furnish all labor, equipment, and materials and perform all work for

(same as on Invitation for Bids under "Description of Work")

at (same as on Invitation for Bids under "Name and Location of Project")

in strict accordance with the specifications, schedules, drawings, and conditions for the consideration of the following amount(s)

and agrees that, upon written acceptance of this bid, mailed, or otherwise furnished, within calendar days ( 30 calendar days unless a shorter 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 bond and payment bond on Government standard forms, if these forms are required, with good and sufficient surety or sureties.

The undersigned agrees that if awarded the contract, he will commence the work within \_\_\_\_\_ after the date of receipt of notice to proceed, and that he will complete the work within \_\_\_\_\_ calendar days after the date of receipt of notice to proceed. (See special Conditions).

The undersigned acknowledges receipt of the following addenda to the drawings and/or specifications (Give number and date of each):

The undersigned represents (Check appropriate boxes): (1) that the aggregate number of employees of the bidder and its affiliates is ☐ 500 or more, ☐ less than 500; (2) (a) that 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) that he ☐ has, ☐ has not, paid or agreed to pay to 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 thereto as requested by the contracting officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Regulations, Title 41, secs. 150.7 and 150.5 (d) Fed. Reg., Dec. 31, 1952, Vol. 17, No. 253.)

Enclosed is bid guarantee, consisting of

in the amount of

NAME OF FIRM OR INDIVIDUAL (Type or print)	FULL NAME OF ALL PARTNERS (Type or print)
BUSINESS ADDRESS (Type or print)	
BY (Signature in ink. Type or print name under signature)	
TITLE (Type or print)	
STATE OF INCORPORATION (Type or print)	

#### DIRECTIONS FOR SUBMITTING BIDS

Envelopes containing bids, guarantee, etc., must be sealed, marked, and addressed as follows:

Bid documents shall be enclosed in envelopes (inner and outer) both of which shall be sealed and clearly labeled with the words "Bid Documents", the project number, name of bidder, and date and time of opening, to guard against premature opening of any bid. Address the outer envelope to:

PUBLIC HOUSING ADMINISTRATION  
(street number)  
(city) (state)

**CAUTION:** Do not include in the envelope any bids for other work.  
Bids should not be qualified by exceptions to the bidding conditions.

U. S. GOVERNMENT PRINTING OFFICE 16-50410-1

STANDARD FORM 24  
REVISED NOVEMBER 1940  
PREPARED BY GENERAL  
SERVICES ADMINISTRATION  
GENERAL REGULATION NO. 2

**BID BOND**  
(See Instructions on Reverse)

DATE COMPLETED

PRINCIPAL

SURETY

PENAL SUM OF BOND (Express in words and figures)

DATE OF BID

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the United States of America, hereinafter called the Government, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.  
**THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying bid, dated as shown above, for**

NOW THEREFORE, if the principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed form is presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of the resulting contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such contract, or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the Government the difference between the amount specified in said bid and the amount for which the Government may procure the required work, supplies, and services, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

WITNESS

INDIVIDUAL PRINCIPAL

1. \_\_\_\_\_ as to \_\_\_\_\_ (SEAL)  
2. \_\_\_\_\_ as to \_\_\_\_\_ (SEAL)  
3. \_\_\_\_\_ as to \_\_\_\_\_ (SEAL)  
4. \_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

WITNESS

INDIVIDUAL SURETY

1. \_\_\_\_\_ as to \_\_\_\_\_ (SEAL)  
2. \_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

Attest:

CORPORATE PRINCIPAL

BUSINESS ADDRESS

BY

TITLE

AFFIX  
CORPORATE  
SEAL

Attest:

CORPORATE SURETY

BUSINESS ADDRESS

BY

TITLE

AFFIX  
CORPORATE  
SEAL



The rate of premium on this bond is ..... per thousand.

Total amount of premium charged, \$ .....

(The above must be filled in by corporate surety)

#### CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ....., certify that I am the ..... secretary  
of the corporation named as principal in the within bond; that .....  
who signed the said bond on behalf of the principal, was then ..... of said  
corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly  
signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

[ CORPORATE  
SEAL ]

#### INSTRUCTIONS

1. This form shall be used for construction work or the furnishing of supplies or services whenever a bid bond is required. There shall be no deviation from this form except as authorized by the General Services Administration.

2. The surety on the bond may be any corporation authorized by the Secretary of the Treasury to act as surety, or two responsible individual sureties. Where individual sureties are used, this bond must be accompanied by a completed Affidavit of Individual Surety for each individual surety (Standard Form 28).

3. The name, including full Christian name, and business or residence address of each individual party to the bond shall be inserted in the space provided therefor, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine or New Hampshire, an adhesive seal shall be affixed opposite the signature.

4. If the principals are partners, their individual names shall appear in the space provided therefor, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.

5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the space provided therefor, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

6. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

7. The date of this bond must not be prior to the date of the instrument in connection with which it is given.

-----  
FORM OF NON-COLLUSIVE AFFIDAVIT

A F F I D A V I T

(Prime Bidder)

State of \_\_\_\_\_ ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn,  
deposes and says:

That he is \_\_\_\_\_ (a partner or officer of the firm of, etc.) the  
party making the foregoing proposal or bid, that such proposal or bid is  
genuine and not collusive or sham; that said bidder has not colluded, con-  
spired, connived or agreed, directly or indirectly, with any bidder or per-  
son, to put in a sham bid or to refrain from bidding, and has not in any  
manner, directly or indirectly, sought by agreement or collusion, or communi-  
cation or conference, with any person, to fix the bid price of affiant or of  
any other bidder, or to fix any overhead, profit or cost element of said bid  
price, or of that of any other bidder, or to secure any advantage against the  
Government or any person interested in the proposed contract; and that all  
statements in said proposal or bid are true.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
Y Y  
Y Signature of: Y  
Y Bidder, if the bidder is an Y  
Y individual; Y  
Y or Y  
Y Partner, if the bidder is a Y  
Y partnership; Y  
Y Y  
Y or Y  
Y Officer, if the bidder is a Y  
Y corporation. Y  
Y Y  
Y  
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
My commission expires \_\_\_\_\_, 19\_\_\_\_\_.

-----  
FORM OF STATEMENT OF BIDDER'S QUALIFICATIONS

(This statement need not be furnished unless requested by the Government)

STATEMENT OF BIDDER'S QUALIFICATIONS  
General Contractor

(All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets for items marked with an asterisk (\*) below.)

1. Name of bidder.
2. Permanent main office address.
3. When organized.
4. Where incorporated.
5. How many years have you been engaged in the contracting business under your present firm name?
6. \*Contracts on hand: (Schedule these, showing gross amount of each contract and approximate anticipated dates of completion.)
7. \*General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?
9. \*Have you ever defaulted on a contract?
10. \*List the more important structures or projects which have been constructed recently by your company. State the approximate contract price for each, and the month and year when completed.
11. \*List your major equipment which will be available for this contract work.
12. \*State your experience in construction work which is similar in magnitude, character, or importance to this project.
13. \*Describe the background and experience of yourself and the principal members of your organization, including officers.
14. \*How much credit do you have available; furnish written evidence.
15. Furnish a financial statement, which is not more than 60 days old, in the following form: (See the form of Condensed Current Financial Statement, on the two following pages.)

## CONDENSED CURRENT FINANCIAL STATEMENT

Condition at close of business \_\_\_\_\_ 19\_\_\_\_

ASSETS	DOLLARS
1. Cash: (a) On hand \$ _____, (b) In bank \$ _____, (c) Elsewhere \$ _____	
2. Notes receivable (a) Due within 90 days _____ (b) Due after 90 days _____ (c) Past due _____	
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment _____	
4. Sums earned on uncompleted contracts as shown by Engineer's or Architect's estimate (a) Amount receivable after deducting retainage _____ (b) Retainage to date, due upon completion of contracts _____	
5. Accounts receivable from sources other than construction contracts _____	
6. Deposits for bids or other guarantees: (a) Recoverable within 90 days _____ (b) Recoverable after 90 days _____	
7. Interest accrued on loans, securities, etc. _____	
8. Real Estate (a) Used for business purposes _____ (b) Not used for business purposes _____	
9. Stocks and Bonds: (a) Listed--present market value _____ (b) Unlisted--Present value _____	
10. Materials in stock not included in Item 4 (a) For uncompleted contracts (present value) _____ (b) Other materials (present value) _____	
11. Equipment, book value _____	
12. Furniture and fixtures, book value _____	
13. Other assets _____	
	TOTAL ASSETS

## LIABILITIES

1. Notes Payable:	(a) To banks regular _____
	(b) To banks for certified checks _____
	(c) To others for equipment obligations _____
	(d) To others exclusive of equipment obligations _____

-----  
CONDENSED CURRENT FINANCIAL STATEMENT (continued)

2. \* Accounts Payable: (a) Not past due \_\_\_\_\_  
(b) Past due \_\_\_\_\_  
3. Real estate encumbrances \_\_\_\_\_  
4. Other liabilities \_\_\_\_\_  
5. Reserves \_\_\_\_\_  
6. Capital stock paid up: (a) Common \_\_\_\_\_  
(b) Common \_\_\_\_\_  
(c) Preferred \_\_\_\_\_  
(d) Preferred \_\_\_\_\_  
7. Surplus (net worth) Earned \$ \_\_\_\_\_ Unearned \$ \_\_\_\_\_

TOTAL LIABILITIES

CONTINGENT LIABILITIES

DOLLARS

CTS.

1. Liability on notes receivable,  
discounted or sold \_\_\_\_\_  
2. Liability on accounts receivable,  
pledged, assigned or sold \_\_\_\_\_  
3. Liability as bondsmen \_\_\_\_\_  
4. Liability as guarantor on contracts or  
on accounts of others \_\_\_\_\_  
5. Other contingent liabilities \_\_\_\_\_

TOTAL CONTINGENT LIABILITIES

---

\* Include all amounts owing subcontractors for all work in place and  
accepted on completed and uncompleted contracts, including retainage.

STANDARD FORM 23  
REVISED MARCH 1951  
GENERAL SERVICES ADMINISTRATION  
GENERAL REGULATION NO. 13

**CONSTRUCTION CONTRACT**  
(See instructions on reverse)

CONTRACT NO.

DATE OF CONTRACT

NAME AND ADDRESS OF CONTRACTOR

CHECK APPROPRIATE BOX

- ☐ Individual  
☐ Partnership  
☐ Incorporated in the  
State of

DEPARTMENT OR AGENCY

PUBLIC HOUSING ADMINISTRATION

CONTRACT FOR (Work to be performed)

PLACE

AMOUNT OF CONTRACT (Express in words and figures)

ADMINISTRATIVE DATA (Optional)

THIS CONTRACT, entered into this date by the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the individual, partnership, or corporation named above, hereinafter called the Contractor, witnesseth that the parties hereto do mutually agree as follows:

**Statement of Work.** The Contractor shall furnish all labor, equipment, and materials and perform the work above described for the amount stated above in strict accordance with the General Provisions (Standard Form 23a), specifications, schedules, drawings, and conditions all of which are made a part hereof and designated as follows:

The Specifications, titled "(exact title)" and dated \_\_\_\_\_;  
the Drawings, as referred to in the Specifications; and  
Addendum No. \_\_\_\_\_, dated \_\_\_\_\_,  
Addendum No. \_\_\_\_\_, dated \_\_\_\_\_,  
Addendum No. \_\_\_\_\_, dated \_\_\_\_\_,

all as prepared by \_\_\_\_\_, Architect.

WORK SHALL BE STARTED

on the date established by the  
Notice to Proceed.

WORK SHALL BE COMPLETED

within the number of consecutive  
calendar days stipulated in the  
Special Conditions.

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

1. The following paragraphs are added to Clause 7 of the General Provisions:

(e) Each claim item excepted from the operation of the Contractor's release shall embrace no more than one claim, with the basis and scope of each clearly defined and the amount stated.

(f) The Government will make no payment for stored material which, in the opinion of the Contracting Officer, is not properly stored and protected.

2. The following paragraph is added to Clause 9 of the General Provisions:

(e) Neither inspection, testing, approval, nor acceptance of any material, finished articles, or work, in whole or in part, by the Government or its agent, shall relieve the Contractor or his Sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract Documents.

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. This form shall be used, as required by GSA regulations, for contracts for the construction, alteration, or repair of public buildings or works.

2. 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 name under all signatures to the contract and bonds.

3. 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.

<b>STANDARD FORM 23</b> REVISED MARCH 1953 GENERAL SERVICES ADMINISTRATION GENERAL REGULATION NO. 13		<b>CONSTRUCTION CONTRACT</b> (See instructions on reverse)		CONTRACT NO.
NAME AND ADDRESS OF CONTRACTOR		DATE OF CONTRACT		CHECK APPROPRIATE BOX <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Incorporated in the State of
DEPARTMENT OR AGENCY PUBLIC HOUSING ADMINISTRATION				
CONTRACT FOR (Work to be performed)				
PLACE				
AMOUNT OF CONTRACT (Express in words and figures)				
ADMINISTRATIVE DATA (Optional)				
<p><b>THIS CONTRACT</b>, entered into this date by the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the individual, partnership, or corporation named above, hereinafter called the Contractor, witnesseth that the parties hereto do mutually agree as follows:</p> <p><b>Statement of Work.</b> The Contractor shall furnish all labor, equipment, and materials and perform the work above described for the amount stated above in strict accordance with the General Provisions (Standard Form 23a), specifications, schedules, drawings, and conditions all of which are made a part hereof and designated as follows:</p> <p>The Specifications, titled "<u>(exact title)</u>" and dated _____; the Drawings, as referred to in the Specifications; and Addendum No. _____, dated _____; Addendum No. _____, dated _____; Addendum No. _____, dated _____;</p> <p>all as prepared by _____, Architect.</p>				
WORK SHALL BE STARTED on the date established by the Notice to Proceed.		WORK SHALL BE COMPLETED within the number of consecutive calendar days stipulated in the Special Conditions.		

16-17418-2

NOTE: These pages 17 and 18 supersede pages 17 and 18 dated 3-1-54. Paragraph 3 under "Alterations" on page 18 has been added.



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

1. The following paragraphs are added to Clause 7 of the General Provisions:

(e) Each claim item excepted from the operation of the Contractor's release shall embrace no more than one claim, with the basis and scope of each clearly defined and the amount stated.

(f) The Government will make no payment for stored material which, in the opinion of the Contracting Officer, is not properly stored and protected.

2. The following paragraph is added to Clause 9 of the General Provisions:

(e) Neither inspection, testing, approval, nor acceptance of any material, finished articles, or work, in whole or in part, by the Government or its agent, shall relieve the Contractor or his Sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract Documents.

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. This form shall be used, as required by GSA regulations, for contracts for the construction, alteration, or repair of public buildings or works.

2. 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 name under all signatures to the contract and bonds.

3. 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.

HIEFA  
PIA  
12-6-54

S P E C I M E N

Bulletin No. DII-1

STANDARD FORM 23  
REVISED MARCH 1951  
GENERAL SERVICES ADMINISTRATION  
GENERAL REGULATION NO. 13

**CONSTRUCTION CONTRACT**  
(See instructions on reverse)

CONTRACT NO.

DATE OF CONTRACT

NAME AND ADDRESS OF CONTRACTOR

CHECK APPROPRIATE BOX

☐ Individual

☐ Partnership

☐ Incorporated in the  
State of

DEPARTMENT OR AGENCY

PUBLIC HOUSING ADMINISTRATION

CONTRACT FOR (Work to be performed)

PLACE

AMOUNT OF CONTRACT (Express in words and figures)

ADMINISTRATIVE DATA (Optional)

**THIS CONTRACT**, entered into this date by the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the individual, partnership, or corporation named above, hereinafter called the Contractor, witnesseth that the parties hereto do mutually agree as follows:

**Statement of Work.** The Contractor shall furnish all labor, equipment, and materials and perform the work above described for the amount stated above in strict accordance with the General Provisions (Standard Form 23a), specifications, schedules, drawings, and conditions all of which are made a part hereof and designated as follows:

The Specifications, titled "(exact title)" and dated \_\_\_\_\_;  
the Drawings, as referred to in the Specifications; and  
Addendum No. \_\_\_\_\_, dated \_\_\_\_\_,  
Addendum No. \_\_\_\_\_, dated \_\_\_\_\_,  
Addendum No. \_\_\_\_\_, dated \_\_\_\_\_,

all as prepared by \_\_\_\_\_, Architect.

WORK SHALL BE STARTED

on the date established by the  
Notice to Proceed.

WORK SHALL BE COMPLETED

within the number of consecutive  
calendar days stipulated in the  
Special Conditions.

16-17412-9

NOTE: These pages 17 and 18 should be substituted for pages 17 and 18 dated 11-24-54. Paragraph 3 under "Alterations" was omitted from page 18 dated 11-24-54.

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

1. The following paragraphs are added to Clause 7 of the General Provisions:

(e) Each claim item excepted from the operation of the Contractor's release shall embrace no more than one claim, with the basis and scope of each clearly defined and the amount stated.

(f) The Government will make no payment for stored material which, in the opinion of the Contracting Officer, is not properly stored and protected.

2. The following paragraph is added to Clause 9 of the General Provisions:

(e) Neither inspection, testing, approval, nor acceptance of any material, finished articles, or work, in whole or in part, by the Government or its agent, shall relieve the Contractor or his Sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract Documents.

3. Clause 19 of the General Provisions is revised.

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. This form shall be used, as required by GSA regulations, for contracts for the construction, alteration, or repair of public buildings or works.

2. 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 name under all signatures to the contract and bonds.

3. 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.

STANDARD FORM 25  
REVISED NOVEMBER 1950  
PRESCRIBED BY GENERAL  
SERVICES ADMINISTRATION  
GENERAL REGULATION NO. 4

**PERFORMANCE BOND**  
(See Instructions on Reverse)

DATE BOND EXECUTED

PRINCIPAL

SURETY

PENAL SUM OF BOND (express in words and figures)

CONTRACT NO.

DATE OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the United States of America, hereinafter called the Government, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Government, numbered and dated as shown above and hereto attached;

NOW THEREFORE, if the principal shall well and truly 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, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

WITNESS

INDIVIDUAL PRINCIPAL

1. .... as to ..... (SEAL)  
2. .... as to ..... (SEAL)  
3. .... as to ..... (SEAL)  
4. .... as to ..... (SEAL)

WITNESS

INDIVIDUAL SURETY

1. .... as to ..... (SEAL)  
2. .... as to ..... (SEAL)

Attest:

CORPORATE PRINCIPAL

BUSINESS ADDRESS

BY

TITLE

AFFIX  
CORPORATE  
SEAL

Attest:

CORPORATE SURETY

BUSINESS ADDRESS

BY

TITLE

AFFIX  
CORPORATE  
SEAL

The rate of premium on this bond is ..... per thousand.

Total amount of premium charged, \$.....

(The above must be filled in by corporate surety)

### CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ....., certify that I am the ..... secretary  
of the corporation named as principal in the within bond; that .....  
who signed the said bond on behalf of the principal, was then ..... of said  
corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly  
signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

[ CORPORATE  
SEAL ]

### INSTRUCTIONS

1. This form shall be used for construction work or the furnishing of supplies or services, whenever a performance bond is required. There shall be no deviation from this form except as authorized by the General Services Administration.

2. The surety on the bond may be any corporation authorized by the Secretary of the Treasury to act as surety, or two responsible individual sureties. Where individual sureties are used, this bond must be accompanied by a completed Affidavit of Individual Surety for each individual surety (Standard Form 28).

3. The name, including full Christian name, and business or residence address of each individual party to the bond shall be inserted in the space provided therefor, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine or New Hampshire, an adhesive seal shall be affixed opposite the signature.

4. If the principals are partners, their individual names shall appear in the space provided therefor, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.

5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the space provided therefor, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

6. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

7. The date of this bond must not be prior to the date of the instrument in connection with which it is given.

STANDARD FORM 25A  
REVISED NOVEMBER 1950  
PRESCRIBED BY GENERAL  
SERVICES ADMINISTRATION  
GENERAL REGULATION NO. 5

**PAYMENT BOND**  
(See Instructions on Reverse)

DATE BOND EXECUTED

PRINCIPAL

SURETY

PENAL SUM OF BOND (express in words and figures)

CONTRACT NO.

DATE OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the United States of America, hereinafter called the Government, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Government, numbered and dated as shown above and hereto attached;

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 being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

WITNESS

INDIVIDUAL PRINCIPAL

1. .... as to ..... (SEAL)
2. .... as to ..... (SEAL)
3. .... as to ..... (SEAL)
4. .... as to ..... (SEAL)

WITNESS

INDIVIDUAL SURETY

1. .... as to ..... (SEAL)
2. .... as to ..... (SEAL)

Attest:

CORPORATE PRINCIPAL

BUSINESS ADDRESS

BY

TITLE

AFFIX  
CORPORATE  
SEAL

Attest:

CORPORATE SURETY

BUSINESS ADDRESS

BY

TITLE

AFFIX  
CORPORATE  
SEAL

The rate of premium on this bond is ..... per thousand.

Total amount of premium charged, \$.....

(The above must be filled in by corporate surety)

### CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ....., certify that I am the ..... secretary  
of the corporation named as principal in the within bond; that .....  
who signed the said bond on behalf of the principal, was then ..... of said  
corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly  
signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

[ CORPORATE  
SEAL ]

### 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). It may also be used in any other case in which a payment bond is to be required. There shall be no deviation from this form except as authorized by the General Services Administration.

2. The surety on the bond may be any corporation authorized by the Secretary of the Treasury to act as surety, or two responsible individual sureties. Where individual sureties are used, this bond must be accompanied by a completed Affidavit of Individual Surety for each individual surety (Standard Form 28).

3. The name, including full Christian name, and business or residence address of each individual party to the bond shall be inserted in the space provided therefor, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine or New Hampshire, an adhesive seal shall be affixed opposite the signature.

4. If the principals are partners, their individual names shall appear in the space provided therefor, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.

5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the space provided therefor, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

6. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

7. The date of this bond must not be prior to the date of the instrument in connection with which it is given.

STANDARD FORM 23A  
MARCH 1953  
PRESCRIBED BY GENERAL  
SERVICES ADMINISTRATION  
GENERAL REGULATION NO. 13

## GENERAL PROVISIONS (CONSTRUCTION CONTRACTS)

### 1. DEFINITIONS

(a) The term "head of the department" as used herein shall mean the head or any assistant head of the executive department or independent establishment involved, and the term "his duly authorized representative" shall mean any person authorized to act for him other than the Contracting Officer.

(b) The term "Contracting Officer" as used herein, shall include his duly appointed successor or his 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 any 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 this 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

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings and/or specifications of this contract and within the general scope thereof. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Contractor of the notification of change: *Provided, however, That the Contracting Officer, if he determines that the facts justify such action, may receive and consider, and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made the dispute shall be determined as provided in Clause 6 hereof. But nothing provided in this clause shall excuse the Contractor from proceeding with the prosecution of the work as changed. Except as otherwise herein provided, no charge for any extra work or material will be allowed.*

### 4. CHANGED CONDITIONS

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 so materially differ and cause an increase or decrease in the cost of, or the time required for, performance of this contract, an equitable adjustment shall be made and the contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required; provided that the Contracting Officer may, if he determines the facts so justify, consider and adjust any such claim asserted before the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Clause 6 hereof.

### 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 the Contractor and his sureties shall be liable to the Government for any excess cost occasioned the Government thereby, and for liquidated damages for delay, as fixed in the specifications or accompanying papers, until such reasonable time as may be required for the final completion of the work, or if liquidated damages are not so fixed, any actual damages occasioned by such delay. If the Contractor's right to proceed is so terminated, the Government 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.

(b) If the Government does not terminate the right of the Contractor to proceed, as provided in paragraph (a) hereof, the Contractor shall continue the work, in which event he and his sureties shall be liable to the Government, in the amount set forth in the specifications or accompanying papers, for fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed or accepted, or if liquidated damages are not so fixed, any actual damages occasioned by such delay.

(c) The right of the Contractor to proceed shall not be terminated, as provided in paragraph (a) hereof, nor the Contractor charged with liquidated or actual damages, as provided in paragraph (b) hereof because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the 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, and unusually severe weather, or delays of subcontractors or suppliers due to such causes: *Provided, That the Contractor shall within 10 days from the beginning of any such delay, unless the Contracting Officer shall grant a further period of time prior to the date of final settlement of the contract, notify 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 thereon shall be final and conclusive on the parties hereto, subject only to appeal as provided in Clause 6 hereof.*

### 6. DISPUTES

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. Within 30 days from the date of receipt of such copy, the Contractor may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the head of the department, and the decision of the head of the department or his duly authorized representatives for the hearings of such appeals shall, unless determined by a court of competent jurisdiction to have been fraudulent, arbitrary, capricious, or so grossly erroneous as necessarily to imply bad faith, be final and conclusive: *Provided, That, if no such appeal to the head*

16-58423-1



of the department is taken, the decision of the Contracting Officer shall be final and conclusive. 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 its appeal. The 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.

## 7. PAYMENTS TO CONTRACTORS

(a) Unless otherwise provided in the specifications, partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable, or at more frequent intervals as determined by the Contracting Officer, on estimates made and approved by the Contracting Officer. In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.

(b) In making such partial payments there shall be retained 10 percent on the estimated amount until final completion and acceptance of all work covered by the contract: *Provided, however,* That the Contracting Officer, at any time after 50 percent of the work has been completed, if he finds that satisfactory progress is being made, may make any of the remaining partial payments in full: *And provided further,* That on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made in full, including retained percentage thereon, less authorized deductions.

(c) All material and work covered by partial 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 materials and work upon which payments have been made or the restoration of any damaged work or any portion of the right of the Government to require the fulfillment of all of the terms of the contract.

(d) Upon completion and acceptance of all work required hereunder, the amount due the Contractor under this contract will be paid upon the presentation of a properly executed and duly certified voucher therefor, after the Contractor shall have furnished the Government with a release, if required, of all claims against the Government arising under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release in stated amounts to be set forth therein. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (41 U. S. C. 15), a release may also be required of the assignee at the option of the Contracting Officer.

## 8. MATERIALS AND WORKMANSHIP

Unless otherwise specifically provided for in the specifications, all equipment, materials, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade of their respective kinds for the purpose and all workmanship shall be first class. Where equipment, materials, or articles are referred to in the specifications as "equal to" any particular standard, the Contracting Officer shall decide the question of equality. The Contractor shall furnish to the Contracting Officer for his approval the name of the manufacturer of machinery, mechanical and other equipment which he contemplates incorporating in the work, together with their performance capacities and other pertinent information. When required by the specifications, or when called for by the Contracting Officer, the Contractor shall furnish the Contracting Officer for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection. The Contracting Officer may

in writing require the Contractor to remove from the work such employee or the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the Contracting Officer to be contrary to the public interest.

## 9. INSPECTION

(a) Except as otherwise provided in paragraph (d) hereof all material and workmanship, if not otherwise designated by the specifications, shall be subject to inspection, examination, and test by the Contracting Officer at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The Government shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefor, and the Contractor shall promptly segregate and remove the rejected material from the premises. If the Contractor fails to proceed at once with the replacement of rejected material and/or the correction of defective workmanship the Government may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost thereof to the Contractor, or may terminate the right of the Contractor to proceed as provided in Clause 5 of this contract, the Contractor and surety being liable for any damage to the same extent as provided in said Clause 5 for terminations thereunder.

(b) The Contractor shall furnish promptly without additional charge, all reasonable facilities, labor, and materials necessary for the safe and convenient inspection and test that may be required by the Contracting Officer. All inspection and tests by the Government shall be performed in such manner as not unnecessarily to delay the work. Material, full size, and performance tests shall be as described in the specifications. The Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time inspection is requested by the Contractor.

(c) Should it be considered necessary or advisable by the Government at any time before final 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 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, the actual direct cost of labor and material necessarily involved in the examination and replacement, plus 15 percent, shall be allowed the Contractor and he shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

(d) Inspection of material and finished articles to be incorporated in the work at the site shall be made at the place of production, manufacture, or shipment, whenever the quantity justifies it, unless otherwise stated in the specifications; and such inspection and written or other formal acceptance, unless otherwise stated in the specifications, shall be final, except as regards latent defects, departures from specific requirements of the contract, damage or loss in transit, fraud, or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of material and workmanship for final acceptance as a whole or in part shall be made at the site. Nothing contained in this paragraph (d) shall in any way restrict the Government's rights under any warranty or guarantee.

## 10. SUPERINTENDENCE BY CONTRACTOR

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

# **11. PERMITS AND RESPONSIBILITY FOR WORK, ETC.**

The Contractor shall, without additional expense to the Government, obtain all licenses and permits required for the prosecution of the work. He shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work. He shall also be responsible for all materials delivered and work performed until completion and final acceptance, except for any completed unit thereof which theretofore may have been finally accepted.

# **12. 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.

# **13. PATENT INDEMNITY**

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

# **14. 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, 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.

# **15. 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 the full amount of such commission, percentage, brokerage, or contingent fee.

# **16. 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.

# **17. BUY AMERICAN ACT**

The Contractor agrees that in the performance of the work under this contract the Contractor, subcontractors, material men and suppliers shall use only such unmanufactured articles, materials and supplies (which term "articles, materials and supplies" is hereinafter referred to in this clause as "Supplies") as have been mined or produced in the United States, and only such manufactured supplies as have been manufactured in the United States substantially all from supplies mined, produced, or manufactured, as the case may be, in the United States. Pursuant to the Buy American Act (41 U. S. C. 10a-d), the

foregoing provisions shall not apply (i) with respect to supplies excepted by the head of the department from the application of that Act, (ii) with respect to supplies for use outside the United States, or (iii) with respect to the supplies to be used in the performance of work under this contract which are of a class or kind determined by the head of the department or his duly authorized representative not to be mined, produced, or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality, or (iv) with respect to such supplies, from which the supplies to be used in the performance of work under this contract are manufactured, as are of a class or kind determined by the head of the department or his duly authorized representative not to be mined, produced, or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality, provided that this exception (iv) shall not permit the use in the performance of work under this contract of supplies manufactured outside the United States if such supplies are manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.

# **18. 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.

# **19. NONDISCRIMINATION IN EMPLOYMENT**

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin; and further agrees to insert the foregoing provision in all subcontracts hereunder except subcontracts for standard commercial supplies or for raw materials.

# **20. DAVIS-BACON ACT (40 U. S. C. 276a-a(7))**

(a) All mechanics and laborers employed or working directly upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Copeland Act (Anti-Kickback) Regulations (29 CFR, Part 3)) the full amounts due at time of payment, computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and such laborers and mechanics; and a copy of the 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) In the event it is found by the Contracting Officer that any laborer or mechanic 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 his sureties shall be liable to the Government for any excess costs occasioned the Government thereby.

(c) Paragraphs (a) and (b) of this 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 under such prime contract.

# **21. EIGHT-HOUR LAWS--OVERTIME COMPENSATION**

No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the Contractor

or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this clause. The wages of every laborer and mechanic employed by the Contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of eight hours per day and work in excess of eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this clause a penalty of five dollars shall be imposed for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this clause, and all penalties thus imposed shall be withheld for the use and benefit of the Government: *Provided*, That this stipulation shall be subject in all respects to the exceptions and provisions of the Eight-Hour Laws as set forth in 40 U. S. C. 321, 324, 325, 325a, and 326, which relate to hours of labor and compensation for overtime.

## 22. APPRENTICES

Apprentices will be permitted to work only under a bona fide apprenticeship program registered with a State Apprenticeship Council which is recognized by the Federal Committee on Apprenticeship, U. S. Department of Labor; or if no such recognized Council exists in a State, under a program registered with the Bureau of Apprenticeship, U. S. Department of Labor.

## 23. PAYROLL RECORDS AND PAYROLLS

(a) Payroll records will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. The Contractor will make his employment records available for inspection by authorized representatives of the Contracting Officer and the U. S. Department of Labor, and will permit such representatives to interview employees during working hours on the job.

(b) A certified copy of all payrolls will be submitted weekly to the Contracting Officer. The Government Prime Contractor will be responsible for the submission of certified copies of the payrolls of all subcontractors. The certification will affirm that the payrolls are correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the wage determination decision of the Secretary of Labor attached to this contract, and that the classifications set forth for each laborer or mechanic conform with the work he performed.

## 24. COPELAND (ANTI-KICKBACK) ACT--NONRE- BATE OF WAGES.

The regulations of the Secretary of Labor applicable to Contractors and subcontractors (29 CFR, Part 3), made pursuant to the Copeland Act, as amended (40 U. S. C. 276c) and to aid in the enforcement of the Anti-Kickback Act (18 U. S. C. 874) are made a part of this contract by reference. The Contractor will comply with these regulations and any amendments or modifications thereof and the Government Prime Contractor will be responsible for the submission of affidavits required of subcontractors thereunder. The foregoing shall apply except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions.

## 25. WITHHOLDING OF FUNDS TO ASSURE WAGE PAYMENT

There may be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this contract. In the event of failure to pay any laborer or mechanic all or part of the wages required by this contract, the Contracting Officer may take such action as may be necessary to cause the suspension, until such violations have ceased, of any further payment, advance, or guarantee of funds to or for the Government Prime Contractor.

## 26. SUBCONTRACTS--TERMINATION

The Contractor agrees to insert Clauses 20 through 26 hereof in all subcontracts and further agrees that a breach of any of the requirements of these clauses may be grounds for termination of this contract. 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."

**11. PERMITS AND RESPONSIBILITY FOR WORK, ETC.**

The Contractor shall, without additional expense to the Government, obtain all licenses and permits required for the prosecution of the work. He shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work. He shall also be responsible for all materials delivered and work performed until completion and final acceptance, except for any completed part thereof which theretofore may have been finally accepted.

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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.

**13. PATENT INDEMNITY**

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

**14. 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, 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.

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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 the full amount of such commission, percentage, brokerage, or contingent fee.

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**17. BUY AMERICAN ACT**

The Contractor agrees that in the performance of the work under this contract the Contractor, subcontractors, material men and suppliers shall use only such unmanufactured articles, materials and supplies (which term "articles, materials and supplies" is hereinafter referred to in this clause as "Supplies") as have been mined or produced in the United States, and only such manufactured supplies as have been manufactured in the United States substantially all from supplies mined, produced, or manufactured, as the case may be, in the United States. Pursuant to the Buy American Act (41 U. S. C. 10a-d), the

foregoing provisions shall not apply (i) with respect to supplies excepted by the head of the department from the application of that Act, (ii) with respect to supplies for use outside the United States, or (iii) with respect to the supplies to be used in the performance of work under this contract which are of a class or kind determined by the head of the department or his duly authorized representative not to be mined, produced, or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality, or (iv) with respect to such supplies, from which the supplies to be used in the performance of work under this contract are manufactured, as are of a class or kind determined by the head of the department or his duly authorized representative not to be mined, produced, or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality, provided that this exception (iv) shall not permit the use in the performance of work under this contract of supplies manufactured outside the United States if such supplies are manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.

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(b) In the event it is found by the Contracting Officer that any laborer or mechanic 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 his sureties shall be liable to the Government for any excess costs occasioned the Government thereby.

(c) Paragraphs (a) and (b) of this 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 under such prime contract.

**21. EIGHT-HOUR LAWS—OVERTIME COMPENSATION**

No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the Contractor

(Revised -  
see  
reverse)

**NOTE:** These pages 25 and 26 supersede pages 25 and 26 dated 3-1-54. Clause 19 has been revised.

or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this clause. The wages of every laborer and mechanic employed by the Contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of eight hours per day and work in excess of eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day of not less than one and one-half times the basic rate of pay. For each violation of the requirements of this clause a penalty of five dollars shall be imposed for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this clause, and all penalties thus imposed shall be withheld for the use and benefit of the Government; *Provided*, That this stipulation shall be subject in all respects to the exceptions and provisions of the Eight-Hour Laws as set forth in 40 U. S. C. 321, 324, 325, 325a, and 326, which relate to hours of labor and compensation for overtime.

## 22. APPRENTICES

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## 23. PAYROLL RECORDS AND PAYROLLS

(a) Payroll records will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. The Contractor will make his employment records available for inspection by authorized representatives of the Contracting Officer and the U. S. Department of Labor, and will permit such representatives to interview employees during working hours on the job.

(b) A certified copy of all payrolls will be submitted weekly to the Contracting Officer. The Government Prime Contractor will be responsible for the submission of certified copies of the payrolls of all subcontractors. The certification will affirm that the payrolls are correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the wage determination decision of the Secretary of Labor attached to this contract, and that the classifications set forth for each laborer or mechanic conform with the work he performed.

## 24. COPELAND (ANTI-KICKBACK) ACT--NONRE- RATE OF WAGES.

The regulations of the Secretary of Labor applicable to Contractors and subcontractors (29 CFR, Part 3), made pursuant to the Copeland Act, as amended (40 U. S. C. 276c) and to aid in the enforcement of the Anti-Kickback Act (18 U. S. C. 874) are made a part of this contract by reference. The Contractor will comply with these regulations and any amendments or modifications thereof and the Government Prime Contractor will be responsible for the submission of affidavits required of subcontractors thereunder. The foregoing shall apply except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions.

## 25. WITHHOLDING OF FUNDS TO ASSURE WAGE PAYMENT

There may be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this contract. In the event of failure to pay any laborer or mechanic all or part of the wages required by this contract, the Contracting Officer may take such action as may be necessary to cause the suspension, until such violations have ceased, of any further payment, advance, or guarantee of funds to or for the Government Prime Contractor.

## 26. SUBCONTRACTS--TERMINATION

The Contractor agrees to insert Clauses 20 through 26 hereof in all subcontracts and further agrees that a breach of any of the requirements of these clauses may be grounds for termination of this contract. 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."

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## 19. NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision 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 hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause. The contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

GENERAL CONDITIONS

1. DEFINITIONS

Wherever used in any of the contract documents, the following meanings shall be given to the terms herein defined:

a. The "Contract" means the agreement executed by the Government and the Contractor of which these General Conditions form a part.

b. The terms "Government" and "Contractor" mean the respective parties to the contract.

c. The Contract Documents are composed of the Construction Contract, Performance Bond, Payment Bond, General Provisions, General Conditions, Special Conditions, General Scope of Work, Schedule of Drawings, Technical Specifications, and the Drawings. In the event of conflict between the following listed documents the provisions of such documents shall govern in the order listed:

- (1) Construction Contract
- (2) General Provisions
- (3) General Conditions
- (4) Special Conditions
- (5) General Scope of Work
- (6) Technical Specifications
- (7) Drawings

The various provisions in Addenda shall be construed in the order of preference of the document which each modifies.

d. The term "Project" means the building or facility, improvement, alteration, addition or repair, the construction work for which is contemplated in whole or in part under the Contract.

e. The "head of the department", as that term is used herein, means the Commissioner of Public Housing Administration.

f. The "Contracting Officer", as that term is used herein, means the person signing this contract or his duly appointed successor, or his duly authorized representative.

g. The term "Project Engineer" means the Contracting Officer's representative on the site who has been assigned to superintend the work at the Project. The scope of the Project Engineer's responsibilities and functions will be detailed to the Contractor subsequent to the execution of this contract. He shall not be deemed to be the Contracting Officer except to the extent and in accordance with the authority delegated to him.

GENERAL CONDITIONS

## 2. CONTRACTOR

Only one Contractor is recognized as a party to this Contract, and where the term "Contractor" is used the prime contractor who signed this Contract is referred to. For convenience, the Technical Specifications have been divided into separate headings or divisions to cover the various trades represented in the work, and where subcontractors, such as "Mason Contractor", "Carpenter Contractors", and other subcontractors are referred to it has been for convenience only.

## 3. LAYING OUT THE WORK

a. The Contracting Officer will establish such general reference points as in his judgment will enable the Contractor to proceed with the work. The Contractor shall protect and preserve all stakes, benches, and other markers used to identify the reference points.

b. If the Contractor requires the establishment of additional reference points or replacement of points already established, he shall give the Contracting Officer 24 hours notice and shall, at his own expense, provide all material and equipment and such qualified helpers as the Contracting Office may require for such establishment or replacement.

c. The Contractor shall lay out the work and shall be responsible for the accuracy of all lines, grades and measurements of the work executed by him under the Contract. He must verify the figures shown on the Drawings before laying out the work and shall be responsible for any error resulting from his failure so to do.

## 4. SUBCONTRACTS

a. The Contractor shall utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors; Provided, however, that if the Contracting Officer shall determine that the specialty work in question has been customarily performed by the Contractor's own organization and that said organization is presently competent to perform such work, the Contractor shall be permitted to do so; Provided further, that if the Contracting Officer shall determine that the performance of any specialty work by a specialty subcontractor will result in materially increased costs or inordinate delay, the requirements of this paragraph shall not apply.

b. The Contractor shall not award any work to any subcontractor without prior written approval of the Contracting Officer, which approval will not be given until the Contractor submits to him a written statement containing such information as the Contracting Officer may require concerning the proposed subcontractor and the scope of the subcontract, together with the proposed subcontractor's non-collusive affidavit in the following form:

GENERAL CONDITIONS

A F F I D A V I T  
(Subbidder)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_, being first duly sworn, disposes and says:

That he is \_\_\_\_\_ (a partner or officer of the firm of, etc) the party making a certain proposal or bid dated \_\_\_\_\_ 19\_\_\_\_, to \_\_\_\_\_ (Name of Contractor) for subcontract work in connection with the construction of Defense Housing Project No. \_\_\_\_\_, located in \_\_\_\_\_ (CITY), \_\_\_\_\_ (State), and the party proposed by said \_\_\_\_\_ (name of Contractor) as subcontractor for said work as a result of said bid, that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure by advantage against the Government or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

*Handwritten:*  
7/20/54  
7/20/54

Signature of: Bidder if the bidder is an individual; or Partner if the bidder is a partnership; or Officer if the bidder is a corporation.
-----------------------------------------------------------------------------------------------------------------------------------------------------------

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

My commission expires \_\_\_\_\_, 19 \_\_\_\_.



GENERAL CONDITIONS

c. The Contractor shall be as fully responsible to the Government for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Provisions, General Conditions, Special Conditions and other documents comprising the Contract in so far as they are applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Government may exercise over the Contractor under any provisions of the Contract.

e. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Government.

5. ACCESS TO SITE - OCCUPATION OF PREMISES

a. The Contractor shall provide and maintain such means of access to the site, and to all portions thereof, as are adequate and sufficient to permit prosecution of his work without undue interference or delay.

b. Nothing herein contained and nothing marked upon the Drawings shall be interpreted as giving the Contractor exclusive occupancy of the territory or right-of-way provided. The Government and its employees for any purpose, and the other contractors of the Government for any purpose required by their respective contracts, may enter or cross such territory or occupy portions of it or take materials therefrom as directed or permitted.

6. FITTING AND COORDINATION OF THE WORK

a. The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged upon the work. He shall be prepared to guarantee to each of his subcontractors the dimensions which they may require for the fitting of their work to all surrounding work and shall do, or cause his agents to do, all cutting, fitting, adjusting, and patching necessary to make the several parts of the work come together properly and to fit the work to receive, or be received by, that of other contractors.

b. When two or more contracts are being executed at one time on the same or adjacent land, in such manner that the work on one contract may interfere with the work on another, the Contracting Officer shall decide which contractor shall cease work and which continue, or whether the work on both contracts shall progress at the same time and in what manner. When the territory of one contract is the necessary or convenient means of access for the transportation or movement of men, machines, animals, or appliances for the execution of another contract, such privilege of access or any other reasonable privilege

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GENERAL CONDITIONS

may be granted by the Contracting Officer, to the contractor desiring it, to the extent, amount, in the manner, and at the time as the Contracting Officer may in his discretion, deem advisable. Any decisions as to the method or time of conducting the work or the use of the territory shall not be made the basis of claims for delay or damage. The Contractor shall not cause any unnecessary hindrance or delay to any other contractor on the premises, and shall be responsible for all damages done to the work of such other contractor by him or by his employees.

c. If the work of the Contractor has been damaged by other Contractors or by others than the employees of the Government in the course of their employment the Contractor agrees to restore such damaged work without cost to the Government and to seek redress for his damage only from those who directly caused it.

7. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

8. BREAKDOWN, PROGRESS SCHEDULE AND PERIODICAL ESTIMATES

a. For the purpose of preparing an acceptable progress schedule, and as a basis upon which partial payments to the Contractor may be authorized, immediately after execution of the Contract, and before the first partial payment is made, the Contractor shall furnish, on forms to be supplied by the Government, a detailed estimate, (herein termed "Breakdown"), giving a complete breakdown of his Contract price, so arranged and itemized as to meet the approval of the Contracting Officer. If the Contract covers more than one project, a separate Breakdown shall be furnished for each project.

b. The values employed in making up this Breakdown are for the purpose of making partial payments and shall not be taken as a basis for additions to or deductions from the contract price.

c. Not later than ten (10) days after approval of the Breakdown, the Contractor shall submit for approval in like manner a carefully considered Progress Schedule, prepared in accordance with specimen form and instructions supplied by the Government. If the contract covers more than one project a separate Progress Schedule shall be submitted for each project.

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d. In order to receive partial payments as the work progresses the Contractor shall submit, on forms supplied by the Government, Periodical Estimates showing the value of the work performed each month, based upon the items appearing in the approved Breakdown. Such estimates must be submitted not later than ten days in advance of the date set for payment, and are subject to correction and revision as required.

## 9. CHANGES IN THE WORK

a. In determining the value of any change, either extra or credit, the contracting parties are restricted to the use of the three following methods, singly or in combination. Method (1) shall be used to establish the equitable value of the change in every case where it can be fixed prior to performance of the changed work. Method (2), and no other, shall be used to establish changed values for any and all items for which unit prices have been established under the terms of the Contract. Method (3) shall be used only to establish values which are indeterminate otherwise, or in an emergency endangering life or property. The Contracting Officer, at the time he issues the written Proceed Order shall, in the case of Methods (2) or (3), fix a maximum amount to be spent on the extra work involved in such order, including allowable overhead and profit, which shall not be exceeded. If additional work remains to be done after that sum has been obligated the additional work shall be subject of a separate written Proceed Order. If such Order is a credit order the limiting sum so fixed shall be the minimum credit due the Government.

Method (1) The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the order, and the order shall stipulate the corresponding lump-sum adjustment of the contract price.

Method (2) The applicable agreed unit price shall be applied to the net change in quantity, estimated or actual as agreed, of the item involved.

Method (3) The order shall direct the Contractor to proceed on a "time-and-material" or other basis, which shall be stated in the order, whereupon the Contractor shall so proceed, and keep accurately and present a correct account of the cost in such form, at such time, and substantiated by such supporting papers, as the Contracting Officer may require. Upon completion of the change and agreement upon the equitable value thereof the Contracting Officer shall issue a Change Order effecting the equitable adjustment of the contract price.

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b. Under Method (2), it is understood and agreed that the unit prices include all items of cost, overhead and profit for the Contractor and any subcontractor.

c. Items adjusted under Method (3) may include items of work for which unit prices have already been established as well as other items for which no unit prices have been established. In such a case, in adjusting such change, the items of work for which unit prices have been established shall be included without further allowance for overhead and profit, or deducted without such further allowance. As to the other items of work that may be done under Method (3), there shall be made such reasonable allowance for overhead and profit combined as the Contracting Officer shall deem equitable for the extra work performed, not to exceed the following:

- (1) To the Contractor, for work which he performs with his own forces, not to exceed 15% of his net extra cost, excluding those items for which unit prices have been established.
- (2) To a subcontractor, for work which he performs with his own forces, not to exceed 15% of his net extra cost, excluding those items for which unit prices have been established.
- (3) To the Contractor, for subcontracted work supervised by him, not to exceed 7-<sup>1</sup>/<sub>2</sub>% of the amount otherwise due his subcontractor, excluding those items for which unit prices have been established.

The percentages allowed by the Contracting Officer shall be applied to the net additional cost (as defined in subsection "d" immediately following and as determined above) to the Contractor or subcontractor, as the case may be, but if the net cost value of a change, excluding those items for which unit prices have been established, is a credit, the credit given shall be the net cost.

d. The "net cost" as used herein, shall mean the difference between all proper cost additions and deductions, excluding those items for which unit prices have been established. The "cost" as used herein may include all items of labor, material, the use of power tools and equipment, and all such items of cost as public liability and workmens' compensation insurance, pro rata charges for foremen, social security, old age and unemployment insurance. Among the items considered as overhead are insurance other than named above, bond premiums, supervision, superintendents, timekeepers, clerks, watchmen, small tools, incidental job burdens, general office expense, and all other items not included in the "cost" as herein defined.

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e. Prior to the issuance of any Change Order effecting a firm adjustment in the contract price under Method (2) or Method (3), the Contractor shall submit to the Contracting Officer a proposal, or statement of work performed, in multiple-copy form as required, satisfactorily itemized as to quantities and prices used in computing the value of the change.

10. CLAIMS FOR EXTRA COST

a. If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Contracting Officer, stating clearly and in detail the basis of his objections. No such claim shall be valid unless so made.

b. Claims for additional compensation for extra work, due to alleged errors in spot elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the plans and topographical maps issued.

c. Any discrepancies which may be discovered between actual conditions and those represented by the topographical maps and plans shall at once be reported to the Contracting Officer, and work shall not proceed, except at the Contractor's risk, until written instructions have been received by him from the Contracting Officer.

d. If, on the basis of the available evidence, the Contracting Officer determines that an adjustment of the Contract price or time is justifiable, the procedure shall then be as provided herein for "Changes in the Work".

e. The Contractor warrants that he has thoroughly examined and is familiar with the Drawings, Specifications, and all other documents comprising the Contract. The Contractor agrees, that by execution of this Contract his failure when he was bidding on this Contract to examine any form, instrument or document, or to visit the site and acquaint himself with conditions there existing, in no wise relieves him from any obligation under the Contract and that he will present no claim based on facts regarding which he should have been on notice as a result thereof.

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11. RIGHT OF THE GOVERNMENT TO TERMINATE CONTRACT

If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to his employees or to his subcontractors, or persistently disregard instructions of the Government, or fail to observe or perform the provisions of the Contract, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Government may, by at least five days prior written notice to the Contractor, without prejudice to any other rights or remedies of the Government, terminate the Contractor's right to proceed with the work. In such event, the Government may take over and prosecute the work to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Government for any excess cost occasioned the Government thereby; and in any such case the Government 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. The foregoing provisions are in addition to, and not in limitation of the rights of the Government under any other provisions of the Contract.

12. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

a. The Government may terminate this contract in whole or in part at any time by a notice in writing from the Contracting Officer to the Contractor, specifying the date upon which such termination shall become effective and the extent to which the performance of such contract shall be terminated. Termination shall be effective upon the date and to the extent specified in said notice.

b. Upon receipt of the notice of termination the Contractor shall, except insofar as the notice directs otherwise with respect to this Contract, or, in the event of partial termination, with respect to the part thereof covered by the notice:

- (1) Discontinue all work and the placing of all orders for materials and facilities otherwise required for the performance thereof;
- (2) Cancel all existing orders and subcontracts to the extent such orders and subcontracts are chargeable to the performance thereof;
- (3) Transfer to the Government, in accordance with the direction of the Contracting Officer, all materials, supplies, work in process facilities, equipment, machinery or tools acquired by the

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Contractor in connection with the performance thereof, and all plans, drawings, working drawings, sketches, specifications and information for use in connection therewith: Provided, That the Contractor may retain any such equipment, machinery and tools if he so elects and will forego reimbursement thereon.

- (4) Take such action as may be necessary to secure to the Government the benefits of any rights remaining in the Contractor under orders or subcontracts chargeable thereto to the extent that such orders or subcontracts are so chargeable;
- (5) Take such action as the Contracting Officer may prescribe for the protection and preservation of all property in the possession or control of the Contractor, title to which is transferable to the Government under the provisions of this Section.

Should the notice of termination cover only a portion of this contract, the Contractor shall proceed to completion of such portions as are not terminated.

c. Upon compliance by the Contractor with the above provisions of this Section and subject to deductions for payments previously made, the Government shall pay the Contractor an equitable sum, to be determined by the Contracting Officer, in full settlement of all claims of the Contractor under this contract. In determining this equitable sum, the Contracting Officer shall give due consideration to the percentage of the total contract price which is equal to the percentage of the contract work completed, and to costs of the Contractor incurred as a result of any special factors and conditions entering into the contract work which may exist and to costs incurred as a result of the termination thereof, but the Contracting Officer shall give no consideration to claims for anticipated profits on the portion of the contract work which is not completed.

d. The Contractor shall furnish, if requested, his complete records, including quantity take-off sheets, cost analysis showing how he arrived at unit prices, complete file on all quotations on materials and subbids, the actual contracts placed for service, materials, and sub-contracts, copy of actual cost performance, together with any other relevant data or documents necessary in the opinion of the Contracting Officer to determine an equitable settlement.

e. Subject to the approval of the Contracting Officer, the Government shall reimburse the Contractor for expenditures made and costs incurred after the date of termination for the protection of Government property and for such other expenditures and costs as may be necessary in connection with the settlement of this contract.

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f. The obligation of the Government to make any of the payments required by this Section shall be subject to any unsettled claim for labor or material and to any claim which the Government may have against the Contractor under or in connection with this contract, and payments under this Section shall be subject to reasonable deductions by the Contracting Officer on account of defects in materials or workmanship.

g. The sum of all amounts payable under this Section, plus the sum of all amounts previously paid under this contract, exclusive of costs incurred under Subsection "e" hereof, shall not exceed the total contract price.

h. Should the above provisions of this Section not result in payment to the Contractor of at least \$100, then that amount shall be paid to the Contractor in lieu of any and all payments hereinbefore provided for in this Section.

i. Any dispute arising out of termination under this Section shall be decided in accordance with the procedure prescribed in Clause 6 of the General Provisions.

j. Upon the making of the payments called for by this Section, all obligations of the Government to make further payments or to carry out other undertakings hereunder shall cease forthwith and forever, except that all rights and obligations of the respective parties under the terms, if any, of this contract applicable to patent infringements shall remain in full force and effect, and the Contractor shall not be excused from any warranty or guaranty on work in place on the completed portion of the Contract.

### 13. ASSIGNMENT OF CONTRACT

Except as provided in the Assignments of Claims Act of 1940 as amended, neither the Contract nor any part thereof nor any claim arising therefrom shall be assigned to any person, firm or corporation. This provision shall not preclude the Contractor from sub-letting parts of the work in accordance with Section 4 of the General Conditions.

### 14. DRAWINGS

a. The general character of the detail work is shown on the Drawings but minor modifications may be made by the Contracting Officer in the full size drawings or models. The Contractor shall not attempt to execute any part of the work requiring such drawings until he has received the same.

b. Where the word "similar" occurs on the Drawings, it shall be interpreted in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection to other parts of the work.



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c. Where, on any Drawings, a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the work. Where ornament or other details is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the work, unless otherwise indicated.

d. In case of difference between small and large scale drawings, the larger scale drawing shall take precedence.

#### 15. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

Except the Contractor's executed set, all Drawings and the Specifications are and remain the property of the Government. Such Drawings and Specifications are not to be used on other work, and those sets in usable condition shall be returned to the Government, upon request, at the completion or cessation of the work or termination of the contract.

#### 16. SHOP DRAWINGS

a. Shop drawings of all fabricated work shall be submitted to the Contracting Officer for approval and no work shall be fabricated by the Contractor, save at his own risk, until approval has been given. The Contractor will be advised as to the exact procedure to be followed with respect to the number of prints required, where submitted, letters of transmittal, making corrections, etc. Prints of finally approved shop drawings will be required in such number as the Contracting Officer may direct.

b. The Contractor shall submit all shop drawings on dates sufficiently in advance of requirements to afford ample time for checking same, including time for correcting, resubmission, and recheck, if necessary, and no claim for extension of the contract time will be granted the Contractor by reason of his failure in this respect.

c. All shop drawings submitted must bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for proper resubmission. If the shop drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though such shop drawings have been approved.

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d. Where a shop drawing as submitted by the Contractor indicates a departure from the Contract which the Contracting Officer deems to be a minor adjustment in the interest of the Government not involving a change in Contract price or extension of time, the Contracting Officer may approve the drawing but the approval will contain, in substance, the following:

"The modification shown on the attached drawing is approved in the interest of the Government to effect an improvement for the project and is ordered with the understanding that it does not involve any change in the Contract price or time; that it is subject generally to all Contract stipulations and covenants; and that it is without prejudice to any and all rights of the Government under the Contract and bonds."

e. The approval of shop drawings by the Contracting Officer will be general and shall not relieve the Contractor from the responsibility for adherence to the Contract, nor shall it relieve him of the responsibility for any error which may exist.

17. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Contracting Officer, for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which he will require in the planning and production of the work. Such requests may be submitted from time to time as the need is approached, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and shall list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information which the Contracting Officer may require in responding to the request of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

18. MATERIALS REFERRED TO BY NAME - NUMBER - SYMBOL

a. Materials specified by reference to the number or symbol of a specific standard, such as a Commercial Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein

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b. Specific reference in the Technical Specifications to any article, device, product, material, fixture, form, or type of construction, etc., by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition, and the Contractor, in such cases, may at his option use any article, device, product or material, fixture, form or type of construction which, in the judgment of the Contracting Officer, expressed in writing, is equal to that named.

19. SAMPLES, CERTIFICATES AND TESTS

a. No samples shall be submitted with any bid nor before the award of the Contract and acceptance of the Contractor's Bond.

b. No material for which samples are required shall be delivered to the site for use until representative samples have been approved in writing by the Contracting Officer.

c. The Contractor shall furnish for approval all samples (and certificates related to them) as stipulated under the several divisions of the Technical Specifications as well as all other samples as requested by the Contracting Officer. Samples shall be delivered with all transportation charges prepaid to a location designated by the Contracting Officer and in ample time for proper consideration and action. In general, 20 days is the minimum time required for making tests.

d. Pack samples so as to reach their destination in good condition; ship in tight metal containers samples of paste or liquid materials.

e. Label, or otherwise properly mark on the container the material or product represented, its place of origin, the name of the producer, the name of the Contractor, and the name and symbol of the Project for which it is intended.

f. Submit to the Contracting Officer, in triplicate, a certificate describing each sample submitted for approval, certifying that the material, equipment or accessory submitted complies with Contract requirements. The certificates shall include the following information:

- (1) Name and brand of the product, name of manufacturer, location of plant.
- (2) Name and location of at least two structures on which substantial quantities of the material represented by the sample were used, and the approximate dates of use or installation.
- (3) An outline showing chemical and physical properties of the material represented by the sample submitted and giving the name of the laboratory or testing authority which obtained the data, and the dates of the tests. (NOTE: The information required by this subparagraph f(3) may be omitted for materials

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which are required to conform to Federal Specifications or A.S.T.M. Standards; Provided: A certified Statement by an acceptable laboratory or testing authority is furnished in lieu thereof. If the statement originates with the producer, the Contractor shall endorse all claims and submit the statement in his own name; he shall also guarantee that all material furnished for use on the Project will be in compliance with the samples and certified statements.)

g. Approval of any material by the Contracting Officer shall be general only and shall not constitute a waiver of the right of the Government to demand full compliance with Contract requirements. After actual deliveries, the Government will make such check tests as it deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Government shall have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

h. When a material has been approved, no change in brand or make will be permitted unless:

- (1) The manufacturer cannot make satisfactory delivery; or
- (2) The material delivered fails to comply with the Contract requirements.

i. Wherever materials are required to comply with A.S.T.M. Standards or Federal Specifications, and such specifications shall be accepted as establishing the technical qualities and testing methods, they shall not govern the number of tests required to be made. The number of tests required on material delivered for use shall in all cases be at the discretion of the Contracting Officer. He may require laboratory tests on samples submitted for approval or may approve materials on the basis of data submitted in certificates with samples.

j. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer considers necessary to insure compliance of materials used with Contract requirements.

k. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

- (1) The Contractor will furnish without extra cost, including packing and delivery charges, all samples required for testing purposes;
- (2) The Contractor will assume all costs of re-testing materials which fail to meet contract requirements;
- (3) The Contractor will assume all costs of testing materials offered in substitution for those found deficient; and
- (4) The Government will pay all other expenses.

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1. Samples of materials not subject to destruction tests, when approved, will be sent to the Project office and kept there until completion of the work. They may be built into the work after a substantial quantity of the materials they represent have been built in and approved. Samples that are not approved will be returned to the Contractor only upon his request and at his expense; if the return of such samples is not requested within 30 days after rejection or disapproval, they will be treated as unclaimed material. The failure of samples to meet Contract requirements will be sufficient cause for refusal to consider any further samples from manufacturers whose materials have failed.

## 20. NOTICES, CODES, PERMITS

The Contractor shall not be required to obtain a building permit. Any required building permit will be supplied by the Government at its expense, and any delays occasioned because of lack of, or failure to obtain, a building permit after Notice to Proceed shall not be the basis for the assessment of liquidated damages. The contractor, however, shall be required, in accordance with Clause 11 of the General Provisions, to obtain all other permits, including but not limited to permits for the use of streets and public spaces and connection with utilities, and shall give all required notices and comply with all applicable ordinances, codes, rules and regulations, except to the extent that the drawings or the specifications may otherwise require or provide. Where a permit is required for connection to any water, sewer, electric, gas or other utility line, he shall ascertain whether a permit to connect will be granted by the appropriate governmental body or utility company on the basis of construction in accordance with the plans and specifications, and shall not install any work in connection therewith until grant of such permit is assured. In the event the privilege of connecting is refused and the Contractor has proceeded with installation, the cost and removal of work in place shall be at the sole expense of the contractor. Should the contractor ascertain that such permits will not be granted on the basis of the plans and specifications, he shall immediately report the matter to the Contracting Officer for decision, and will not proceed with the portion of the work affected until receipt of a written order from the Contracting Officer to do so. Any change required will be ordered in accordance with Clause 3 of the General Provisions.

## 21. BUY AMERICAN ACT

The following materials have been excepted by the head of the department under the provisions of Clause 17 of the General Provisions:

Antimony	Jute	Platinum	Asphalt - native
Asbestos	Kaurigum	Silk	Carnauba Wax
Chromium	Lac	Sisal	Copper, natural - nickel alloy
Cork	Mercury	Tin	Manganese ore - 35% and over
Flax	Mica	Titanium	Oil, China wood (tung oil)
Hemp	Nickel	Tungsten	Rubber - natural

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22. CONVICT-MADE MATERIALS

No materials manufactured or produced in a penal or correctional institution shall be incorporated in the project under this Contract.

23. CARE OF THE WORK

a. The Contractor shall adopt reasonable methods during the life of the contract to furnish continuous protection to the site and to the work, materials and equipment thereon to the end that loss or damage may be prevented. He shall refuse entry to persons not having business on the site. He shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work and for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered by partial payments made by the Government, and whether or not the damage to the work was caused by the Contractor or by other contractors or by others than the employees of the Government in the course of their employment.

b. In the event of delay in the completion of the contract work due to loss or damage caused by failure of the Contractor to adopt reasonable and continuous protective methods, the Contractor shall not be relieved from payment of liquidated damages because of such delay.

c. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Government, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. Likewise, he shall so act if instructed to do so by the Government. Any compensation claimed by the Contractor on account of such emergency work shall be determined by the Contracting Officer, subject to appeal in case of dispute, as provided in Clause 6 of the General Provisions.

d. The Contractor shall avoid damage as a result of his operations to work which is to remain unchanged, including existing sidewalks, streets, curbs, pavements, utilities or adjoining property, the work of other contractors and the property of the Government and others, and he shall at his own expense completely repair any damage thereto caused by his operations.

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e. Wherever required by law, the Contractor shall shore up, brace, underpin, secure, and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Project. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Government from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Government may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

24. TEMPORARY HEATING

a. The Contractor for general construction shall provide, maintain, and pay all costs of temporary heating, covering and enclosures as directed by the Contracting Officer, and as necessary to protect properly all work and materials against damage by dampness and cold, to dry out of the work, and to facilitate the completion of the work. The fuel, equipment, materials and methods used shall at all times be adequate for the purpose, and satisfactory to the Contracting Officer. The said Contractor shall maintain the critical installation temperatures called for in the Technical Specifications for various branches of the work in those spaces where such work is being performed. The maintenance of proper heat, ventilation, and adequate drying out of the work are the responsibilities of the said Contractor and any work damaged by dampness, insufficient or abnormal heat shall be replaced to the satisfaction of the Contracting Officer by and at the expense of the said Contractor.

b. The permanent heating equipment furnished and installed for this Project may be utilized but the said Contractor shall supply any additional equipment required at his expense. Permanent equipment so used shall be delivered to the Government in the condition and at the time required by the Contract.

25. ACCIDENT PREVENTION

The Contractor shall exercise proper precaution at all times for the protection of persons and property. The safety provisions of applicable law, building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the Contracting Officer may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

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26. SANITARY FACILITIES

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, enclosed temporary toilets, in sufficient number, shall be placed as directed by the Contracting Officer. Permanent toilets installed under this contract shall not be used during construction of the Project. Drinking water shall be provided from a safe source, so piped or transported as to be kept clean and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing governing health regulations.

27. USE OF PREMISES

a. The Contractor shall confine his apparatus, stored materials, and construction operations to the limits prescribed by ordinances or permits, or as may be directed by the Contracting Officer, and shall not unreasonably encumber the premises with his materials, or idle equipment.

b. The Contractor shall not load any structure or permit any part thereof to be loaded to such an extent as to endanger its safety.

c. The Contractor shall comply with and enforce any instructions of the Contracting Officer, or local laws or regulations regarding signs, advertising, fires, danger signals, barricades, and smoking.

28. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed by the Contracting Officer during the progress of the work, remove and properly dispose of the resultant dirt and debris, and keep the premises reasonably clear. Upon completion of the work, he shall remove all temporary construction, facilities and unused materials provided for the work, and put the buildings and premises in a neat and clean condition. Trash or combustible materials shall not be allowed to accumulate in the buildings or elsewhere on the premises. Trash burning on the site will be subject to prior approval of the representative of the Contracting Officer and existing local and State regulations.

29. RIGHT OF REVIEW

The Government and its authorized representatives and agents shall, at all times, have access to and be permitted to observe and review all work, materials, equipment, pay rolls, personnel records, employment conditions, material invoices, contracts, books of account, and other relevant data and records; Provided, however, that all instructions and approvals with respect to the work shall be given to the Contractor only by the Contracting Officer or his authorized representative.



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30. FINAL INSPECTION

a. When the work is substantially completed the Contractor shall notify the Contracting Officer in writing that the work will be ready for final inspection on a definite date which shall be stated in such notice. Such notice shall be given at least fifteen (15) days prior to the date stated for final inspection, and the notice shall bear the signed concurrence of the Project Engineer.

b. If the Contracting Officer determines that the state of preparedness is as represented he will arrange to have final inspection commenced on the date stated in such notice, or as nearly thereafter as is practicable.

c. Failure by the Government to reject any portion of the work during inspection made at the place of production, manufacture or shipment shall not be construed as acceptance of such work. Inspection for final acceptance will be made only at the site of the project.

31. DEDUCTION FOR UNCORRECTED WORK

If the Contracting Officer deems it inexpedient to require the Contractor to correct work injured or not done in accordance with the Contract, an equitable deduction from the Contract Price shall be made by agreement between the Contractor and the Contracting Officer subject to appeal, in case of dispute, as provided in Clause 6 of the General Provisions.

32. INSURANCE

a. The Contractor shall carry Workmen's Compensation Insurance for all his employees engaged in work at the site, in accordance with State or Territorial Workmen's Compensation Laws, and shall require each of his subcontractors to carry such insurance for all their employees similarly engaged.

b. Before commencing work, the Contractor shall submit to the Contracting Officer satisfactory proof that such insurance is in force, in the form of certificates or other acceptable evidence. Said insurance shall be written with financially responsible companies, approved by the Contracting Officer, and shall be kept in force until the Contractor's work is completed and accepted by the Government. Insurance contracts which expire before the work is completed and accepted shall be renewed and satisfactory evidence of such renewals shall be furnished the Contracting Officer by the Contractor.

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GENERAL CONDITIONS

c. The Contractor shall carry Manufacturers' and Contractors' Public Liability Insurance with Limits of not less than \$50,000/\$100,000 to protect the Contractor against claims for injury to or death of one or more than one person as a result of accidents which may occur at the site from operations under the Contract. The Contractor shall require his subcontractors to carry such insurance. Such insurance shall cover the use of all equipment, hoists, and vehicles on the site, and satisfactory evidence that it is in force shall be submitted to the Contracting Officer prior to commencement of work.

d. The Contractor shall carry Builder's Risk (fire and extended coverage) Insurance upon all work in place and/or materials stored at the building site including foundation and building equipment. Before commencing work on the superstructure, the Contractor shall submit to the Contracting Officer his Builder's Risk policy which shall meet with the approval of the Contracting Officer in every respect. A certificate in lieu of this policy will not be accepted. The Contractor, in installing equipment supplied by the Government, shall carry insurance on such equipment from the time he takes possession thereof until his contract work is accepted by the Government. Builder's Risk Insurance need not be carried on excavations, piers, footings, or upon foundations until such time as work on the superstructures is started. It need not be carried on landscape work. Policy shall furnish coverage at all times for the full cash value of all completed construction as well as materials in place and/or stored at the site, whether or not partial payment has been made by the Government. The Contractor may terminate this insurance on buildings taken over for occupancy by the Government pursuant to the appropriate provision of the Special Conditions, as of the date said buildings are taken over.

33. HOURS OF WORK - PREMIUM WAGES

a. The basic day of eight hours, as established by mutual consent of the Contractor or subcontractor and the laborers and mechanics employed by him in the development of the Project, shall constitute the regular working hours for such employees.

b. Any work necessary to be performed after regular working hours, or on Sundays or legal holidays, shall be performed without additional expense to the Government, except as may be specifically permitted or directed by the Contracting Officer.

c. If the Contractor or any of his subcontractors finds it necessary or desirable to exceed the prevailing wage rates specified in his contract, any expense incurred by the Contractor or any subcontractor because of the payment of wages in excess of such rates shall not be cause for any increase in the amount payable under his contract. The Government shall not consider or allow any claim for extra compensation made by the Contractor or any subcontractor because of such payments.

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GENERAL CONDITIONS

34. QUALIFICATIONS FOR EMPLOYMENT - DISCRIMINATION

a. No person under the age of sixteen (16) years shall be employed in the development of the Project. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health and safety of others shall be employed in the development of the Project; provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform.

b. No laborer or mechanic employed in the development of the Project shall be discharged or in any other manner discriminated against because such laborer or mechanic has filed any complaint or instituted or caused to be instituted any proceedings or has testified or is about to testify in any proceedings under or relating to the labor standards incorporated in this Contract.

35. PERSONS ENTITLED TO BENEFITS OF LABOR AND MATERIALS PROVISIONS

a. The Contractor and each subcontractor shall extend to every person employed by him in the development of the Project the benefits of the labor and wage provisions of this contract regardless of any contractual relationship between the Contractor and such person, or between any subcontractor and such person.

b. The Contractor shall promptly pay all amounts due from him for services rendered, work performed, and materials supplied.

36. WEEKLY PAYMENTS BY CASH OR CHECK

Every employee of the Contractor or a subcontractor shall be paid weekly in lawful money of the United States, or by check if the Contractor provides or secures convenient and satisfactory facilities approved by the Contracting Officer for the cashing of the same without cost or expense to the employee, in the full amount accrued to each individual at the time of closing of the payroll, which shall be closed at the latest date practicable prior to the date of payment, and there shall be no deductions or rebates on account of goods purchased, rent, or other obligations, but such obligations shall be subject to collection only by legal process.

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GENERAL CONDITIONS

37. SUBMITTAL OF PAYROLLS AND RELATED REPORTS

a. Notwithstanding the provisions of Clause 23(b) of the General Provisions but not in contravention thereof, the Contractor shall, not later than the 7th day following the payment of wages, submit to the Contracting Officer the original and one legible copy of his payroll and of the payrolls of each of his subcontractors, on forms furnished by the Government, with the Payroll Summary completed and the Affidavit notarized on the back of the final sheet of each payroll.

b. The Contractor shall also furnish to the Government any other information or certifications relating to employees in such form as may be required.

38. DISPUTES CONCERNING WAGE RATES AND CLASSIFICATION OF LABOR

a. All disputes concerning prevailing wage rates or classifications arising under this Contract involving (1) significant sums of money, (2) large groups of employees, or (3) novel or unusual situations shall be promptly decided by the Contracting Officer or, at his option, referred to the Secretary of Labor of the United States. The decision of the Contracting Officer or the Secretary of Labor, as the case may be, shall be final.

b. All questions arising under this Contract relating to the application or interpretation of the Anti-Kickback Act, the Davis-Bacon Act, or other Federal statutes applicable to labor standards shall be referred to the Secretary of Labor of the United States for ruling or interpretation, and such ruling or interpretation shall be final.

39. WARRANTY OF TITLE

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all materials, supplies, and equipment installed or incorporated in the work and agrees, upon completion of all work, to deliver the premises together with all improvements and appurtenances constructed or placed thereon by him to the Government free from any claims, liens, or charges and further agrees that neither he nor any person, firm or corporation furnishing any material or labor for any work covered by this contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices and other equipment of utility companies or of municipalities, the title to which is commonly

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GENERAL CONDITIONS

retained by the utility company or the city. In the event of the installation of any such metering device or equipment, the Contractor shall advise the Government as to the owner thereof. Nothing contained in this paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Government. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

40. GENERAL GUARANTY

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

41. FEDERAL TAXES

Prices stated herein include any Federal tax heretofore imposed by the Congress which is applicable to the material in this Contract. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or changed by the Congress after the date of this Contract, and made applicable directly upon the production, manufacture or sale of the supplies covered by this Contract, and are paid by the Contractor on the articles or supplies herein contracted for, then the prices named in this Contract will be increased or decreased accordingly, and any amount due the Contractor as a result of such change will be charged to the Government and entered on vouchers (or invoices) as separate items.

42. RENEGOTIATION

a. This contract is subject to the Renegotiation Act of 1951 (Public Law 9, 82nd Congress) and shall be deemed to contain all the provisions required by Section 104 of said Act.

b. The contractor (which term as used in this clause means the party contracting to furnish the materials or perform the work required by this contract) agrees to insert the provisions of this clause, including this paragraph (b), in all subcontracts as required by Section 104 of the Renegotiation Act of 1951: provided, that the contractor shall not be required to insert the provisions of this clause in any subcontract of a class or type described in Section 106(a) of the Renegotiation Act of 1951.

SPECIAL CONDITIONS

1. TIME FOR COMPLETION

a. The work shall be commenced at the start of business on the date stipulated in the Notice to Proceed to the Contractor and shall be fully completed within \_\_\_\_\_ consecutive calendar days thereafter, exclusive of Landscaping. An additional \_\_\_\_\_ consecutive calendar days will be allowed in which to complete the Landscaping, exclusive of maintenance and replacement.

b. Groups of dwelling units shall be progressively completed, suitable and ready for occupancy, including utilities, sidewalks and driveways servicing such units exclusive of Landscaping, within the number of consecutive calendar days from the established starting date as follows:

- (1) Not less than \_\_\_\_\_ dwelling units within \_\_\_\_\_ days;
- (2) An accumulated total of \_\_\_\_\_ dwelling units within \_\_\_\_\_ days;
- (3) An accumulated total of \_\_\_\_\_ dwelling units within \_\_\_\_\_ days;  
(continue as desired)

and all the balance of the entire work shall be fully completed within the number of consecutive calendar days first set forth in 1a. above.

2. LIQUIDATED DAMAGES

a. Since actual damages for any delay in completion are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the Government the sums hereinafter stipulated as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed or accepted;

- (1) \$\_\_\_\_\_ per dwelling unit per calendar day applicable to dwelling units and related work as set forth in Section 1b. above;
- (2) \$\_\_\_\_\_ per calendar day applicable to all the balance of the contract work except Landscaping; and
- (3) \$\_\_\_\_\_ per calendar day applicable to Landscaping.

b. The Government may accept any part of the work if there has been such a degree of completion as will, in its opinion, make such part reasonably safe, fit and convenient for the use and accommodation for which it was intended.

3. COMMUNICATIONS

a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

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SPECIAL CONDITIONS

b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the Contractor's bid (or at such other office as he may from time to time designate in writing to the Government, or deposited in the United States mail in a sealed, postage-prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

c. All papers required to be delivered to the Government shall, unless otherwise specified in writing to the Contractor, be delivered to the \_\_\_\_\_ at \_\_\_\_\_, and any notice to or demand upon the Government shall be sufficiently given if so delivered, or deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said \_\_\_\_\_ at such address, or to such other representatives of the Government or to such other address as the Government may subsequently specify in writing to the Contractor for such purpose.

d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

#### 4. SIGNS

a. The Contractor shall construct on the site of the Project at locations to be designated by the Contracting Officer \_\_\_\_\_ signs, /1 as follows:

- (1) These signs shall be built of concrete and wood. The sign-board shall be of 3/4" Marine plywood, 6'-0" long, 4'-0" high, securely fastened to 4" x 4" wood posts 10 feet long, set in concrete bases 10" square. Bottom of sign shall be 3'-6" above grade. Bottom of posts shall extend into concrete bases to a point 2'-6" below grade. Concrete bases shall extend 3'-0" below grade and 0'-4" above grade, with tops beveled down 1" away from posts on all sides. Posts shall be of No. 1 Y.P. or equal -S4S. Protect all edges of plywood with a band and moulding.
- (2) The entire woodwork shall be given a lead-in-oil priming coat on all surfaces before assembly and two such coats after assembly. The field of the sign shall be white and all lettering shall be black. The sign shall be lettered in accordance with the following, and the sizes and the character of lettering shall be as per detail furnished by the Contracting Officer.

/1 For most projects, one sign should be sufficient.

SPECIAL CONDITIONS

( P R O J E C T   N A M E )  
(Project Number)

DEFENSE HOUSING PROJECT

These dwellings are  
constructed for occupancy  
by those engaged in the  
national defense effort

PUBLIC HOUSING ADMINISTRATION

HOUSING AND HOME FINANCE AGENCY

\*Assisted by the (name of Local Authority)

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\*NOTE: Omit this line if no Local Authority  
is assisting under an Agency Development  
Agreement and substitute five small stars.

b. The Contractor shall maintain these Project signs in good condition satisfactory to the Contracting Officer during the construction period, and upon completion of the Contract work or when directed, shall turn them over to the Government cleaned, (freshly painted and lettered, if required) and in acceptable condition.

c. Subject to prior approval of the Contracting Officer as to size, design, type and location, and to local regulations, the Contractor and his subcontractors may erect temporary signs for purposes of identification and controlling traffic. The Contractor shall furnish, erect and maintain such signs as may be required by Safety Regulations or as necessary to safeguard life and property.

5. JOB OFFICES

a. The Contractor shall furnish and maintain, during construction of the Project, adequate facilities at the site for the use of the Government Representatives as follows:

(Here should be specified in some detail the facilities and services required, such as adequate office space, light, heat, hot and cold water, toilet facilities, janitor service, local telephone, closets, sample room, plan tables, plan racks, etc. These facilities and services should be held to a practicable minimum, consistent with the project size, time for contract construction, and the nature of this Defense operation.)

b. The Contractor and his subcontractors may maintain such office and storage facilities on the site as may be necessary in the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Contracting Officer shall be consulted with regard to locations.



SPECIAL CONDITIONS

c. Upon completion of the Project, or as directed by the Contracting Officer, the Contractor shall remove all such temporary structures and facilities from the site, same to become his property, and leave the premises in the condition required by the Contract.

## 6. MINIMUM RATES OF PAY

In accordance with the provisions of the contract, not less than the rates listed herein shall be paid to the following trades and occupations:

<u>Classification</u>	<u>Rate per hour</u>
Air Compressor Operators	_____
Air Hammer Operators	_____
Asbestos Workers	_____
Asbestos Workers' Helpers	_____
Asbestos Workers' Improvers	_____
Asphalt Rakers	_____
Asphalt Tampers and Smoothers	_____
Blacksmiths	_____
Blacksmiths' Helper	_____
Boilermakers	_____
Boilermakers' Helper	_____
Bricklayers	_____
Bricklayers' Apprentices 1)	_____
2) year	_____
3)	_____
Brick Tenders	_____
Carpenters	_____
Carpenters' Apprentices 1)	_____
2) year	_____
3)	_____
Cement Finishers	_____
Electricians	_____
Electricians' Helpers (Apprentices)	_____
Elevator Constructors	_____
Elevator Constructors' Helpers	_____
Engineers	_____
Engineers' Apprentices	_____
Firemen	_____
Glaziers	_____
Granite Cutters	_____
Hod Carriers	_____
Ironworkers - Ornamental and Bronze	_____
Ironworkers - Structural	_____
Ironworkers - Reinforcing	_____
Ironworkers' Apprentices - Structural	_____

SPECIAL CONDITIONS

<u>Classification</u>	<u>Rate per hour</u>
Laborers - Common	
Laborers - Building	
Lathers	
Linoleum Layers	
Marble Masons	
Marble Masons' Helpers	
Mosaic and Terrazzo Workers	
Mosaic and Terrazzo Workers' Helpers	
Oilers and Greasers	
Operators - Cement & Concrete Mixer (Under 21E)	
Operators - Cement & Concrete Mixer (21E & Over)	
Operators - Crane, Clamshell, Drag Line	
Operators - Derrick	
Operators - Trenching Machine	
Operators - Backfilling Machine	
Operators - Bulldozer	
Operators - Hoist - One Drum	
Operators - Hoist - Two Drum	
Operators - Machine Road Grader	
Operators - Power Shovel (Enginemen)	
Operators - Pile Drivers	
Operators - Road Roller	
Operators - Pumps	
Operators - Tractor 50 H.P. and under	
Operators - Tractor over 50 H.P.	
Painters	
Painters - Steel Painting	
Plasterers	
Plasterers' Apprentice 1)	
2) years	
3)	
Plasterers' Laborers and Tenders	
Plumbers	
Plumbers' Apprentices	
Roofers - Composition	
Roofers - Composition - Kettlemen	
Roofers - Composition - Apprentices	
Roofers - Slate and Tile	
Sheet Metal Workers	
Sheet Metal Workers' Apprentices 1)	
2) years	
3)	
Sheet Metal Workers' Helpers	
Sprinkler Fitters	
Sprinkler Fitters' Helpers	

SPECIAL CONDITIONSClassificationRate per hour

Steam Fitters

Steam Fitters' Apprentices 1)  
2) years  
3)

Steam Fitters' Helpers

Stone Masons

Stone Masons' Helpers

Truck Drivers

Tile Layers' Helpers

## 7. UNIT PRICES

a. The unit prices set forth in this Section become a part of the Contract and shall be used, where applicable, to determine the equitable adjustment of the Contract price in connection with changes or extra work ordered under the Contract, and the "Rules of Measurement" herein contained shall govern.

b. It is mutually understood and agreed that such unit prices include all items of cost, overhead and profit, and that they constitute complete reimbursement to the Contractor for additional work or to the Government for work omitted, as the case may be, and shall be made the subject of a separate "UNIT PRICE AGREEMENT" in form satisfactory to the Contracting Officer.

## c. Rules of Measurement:

- (1) General excavation shall be assumed to extend 2 feet outside of wall lines.
- (2) Hand excavation shall be computed from the level at which hand excavation actually starts.
- (3) Footing excavation shall be computed from the actual size of the cut.
- (4) Trenches for walls shall be assumed to be 2 feet wider than wall thickness but in no case less than 3 feet in width, and with sides vertical.
- (5) Trenches for pipes shall be assumed to be 2 feet wider than the outside diameter of the pipe barrel, and with sides vertical.
- (6) Backfill shall be the volume of excavation computed under the foregoing rules less the volume of displacement by walls and footings.

SPECIAL CONDITIONS

- (7) Where rock excavation replaces earth excavation required under the Contract such earth excavation shall be credited.
- (8) The quantities of sheet piling for bents and of all form work shall be based upon contact area.
- (9) Concrete quantities shall be computed from plan size, or if there are no drawings, from actual measurements of the work ordered and placed.
- (10) The quantity of rock excavation shall be its in-place volume before removal. It shall be determined by cross-sectioning at such intervals as will assure accuracy, with instrument readings taken of the top elevations of rock upon exposure but before disturbance, and of the bottom elevations when exposed. The definition of "rock" as contained in the Technical Specifications shall govern and computations shall be in accordance with these "Rules of Measurement."

d. Unit Prices:

- (1) General excavation (machine)  
left on site as directed per cu. yd. \$ \_\_\_\_\_
- (2) General excavation (machine)  
removed from site per cu. yd. \$ \_\_\_\_\_
- (3) Hand excavation to 5 ft. depth  
left on site as directed per cu. yd. \$ \_\_\_\_\_
- (4) Hand excavation to 5 ft. depth  
removed from site per cu. yd. \$ \_\_\_\_\_
- (5) Hand excavation per 1 ft. depth  
extra (added to Items #3 and #4 for  
each additional foot below 5 ft.  
depth) per cu. yd. \$ \_\_\_\_\_
- (6) Removal from site of stacked excavated  
material other than rock per cu. yd. \$ \_\_\_\_\_
- (7) Backfill due to extra excavation per cu. yd. \$ \_\_\_\_\_

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SPECIAL CONDITIONS

(8) Rock excavation other than in trenches,  
using explosives, left on site  
as directed per cu. yd. \$ \_\_\_\_\_

/1 (9) Rock excavation in trenches, using  
explosives, left on site as directed per cu. yd. \$ \_\_\_\_\_

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Alternate (8) Rock excavation other than in trenches,  
where explosives are prohibited,  
left on site as directed per cu. yd. \$ \_\_\_\_\_

/1  
Alternate (9) Rock excavation in trenches, where  
explosives are prohibited,  
left on site as directed per cu. yd. \$ \_\_\_\_\_

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(10) Removal from site of excavated rock,  
truck body water level measurement. per cu. yd. \$ \_\_\_\_\_

(11) Reinforcing steel, in place per lb. \$ \_\_\_\_\_

(12) Concrete, in place:  
(a) 2000# \$ \_\_\_\_\_ per cu. yd.  
(b) 2500# \$ \_\_\_\_\_ per cu. yd.  
(c) 3000# \$ \_\_\_\_\_ per cu. yd.  
(d) 3500# \$ \_\_\_\_\_ per cu. yd.

(13) Concrete units for foundations:  
(a) 8" \$ \_\_\_\_\_ per sq. ft.  
(b) 10" \$ \_\_\_\_\_ per sq. ft.  
(c) 12" \$ \_\_\_\_\_ per sq. ft.

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/1 Whether or not explosives will be prohibited on the site should  
be ascertained prior to preparation of the bidding documents and  
only the appropriate set of Items (8) and (9) included here.

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7/2/54  
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RESOLVED

SPECIAL CONDITIONS

8. LIST OF OPTIONS

a. Permissible options with respect to the items shown are set forth in the list following and shall be at the option of the bidder wherever applicable to the work included in his bid, whether such bid be for prime or for subcontract work.

b. The permissible options listed in this Section, once they are selected and the Contracting Officer notified, shall become fixed parts of the respective contracts or subcontracts, and must be used throughout the entire Contract work subject to change only by written order of the Contracting Officer in the manner provided in the General Conditions for "Changes in the Work", and if such change be made at the Contractor's request, with no change in Contract time and no increase in the Contract Price.

c. Where, on the Drawings or in the Specifications, acceptability of optional materials or methods is indicated for items not included in the list following, it shall be the privilege of a contractor or subcontractor to utilize those which best suit his purpose in the performance of his work. As to these options there must be uniformity within each building.

d. In exercising the options chosen from the list following, the Contractor or subcontractor shall assume all the responsibilities for his selections which he otherwise assumes under his Contract or subcontract for materials and methods prescribed thereunder without options, particularly with respect to securing timely deliveries, the passing of required tests, the adequacy of methods for the purposes for which intended, and the proper adaptation to adjoining work so as to fit and coordinate therewith in an acceptable manner without extra cost.

e. List of Options:

<u>Name of</u> <u>Item</u>	<u>Specified Under</u> <u>Division</u>	<u>Option</u>
1.....	.....	.....
2.....	.....	.....
3.....	.....	.....

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SPECIAL CONDITIONS

## 9. PARTIAL OCCUPANCY

The Government, at its election, may from time to time occupy any of the dwelling units, buildings, or other portions of the Project as the work in connection therewith is completed to such a degree as will, in the opinion of the Contracting Officer, permit the use of the dwelling units buildings, or other portions of the Project for the purpose for which intended. The Contracting Officer will, prior to any such partial occupancy, give notice to the Contractor thereof, and such occupancy shall be upon the following terms.

a. The one year guarantee period called for in the General Conditions shall not begin to run until the final acceptance of all work under the Contract.

b. The occupancy or use of any space in the Project shall not constitute an acceptance of work not performed in accordance with the Contract or relieve the Contractor of liability to perform any work required by the Contract but not completed at the time of said occupancy.

c. The Contractor shall be relieved of all maintenance costs on the buildings occupied under this agreement.

d. The Contractor shall not be responsible for wear and tear or damage resulting from said occupancy.

e. The Government shall assume risk of loss with respect to any building occupied by it under the terms of this agreement; Provided, the Contractor shall assume full responsibility for loss or damage traceable to his fault or negligence in the performance of his Contract.

f. The Contractor shall not be required to furnish heat, light, power and water used in the buildings occupied without proper remuneration therefor.

## 10. DISCRIMINATION

For the purpose of determining whether there has been discrimination in regard to Negro labor in violation of the provision contained in the General Conditions, titled "Qualifications for Employment", it is hereby provided that if the Contractor pays to the Negro skilled labor at least \_\_\_\_\_% of the total amount paid in any period of four weeks for all skilled labor under the Contract (irrespective of individual trades), and pays Negro unskilled labor at least \_\_\_\_\_% of the total amount paid in any period of four weeks for all unskilled labor under the Contract, it shall be considered as prima facie evidence that the Contractor has not discriminated against Negro labor.

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SPECIAL CONDITIONS

8. LIST OF OPTIONS

a. Permissible options with respect to the items shown are set forth in the list following and shall be at the option of the bidder wherever applicable to the work included in his bid, whether such bid be for prime or for subcontract work.

b. The permissible options listed in this Section, once they are selected and the Contracting Officer notified, shall become fixed parts of the respective contracts or subcontracts, and must be used throughout the entire Contract work subject to change only by written order of the Contracting Officer in the manner provided in the General Conditions for "Changes in the Work", and if such change be made at the Contractor's request, with no change in Contract time and no increase in the Contract Price.

c. Where, on the Drawings or in the Specifications, acceptability of optional materials or methods is indicated for items not included in the list following, it shall be the privilege of a contractor or subcontractor to utilize those which best suit his purpose in the performance of his work. As to these options there must be uniformity within each building.

d. In exercising the options chosen from the list following, the Contractor or subcontractor shall assume all the responsibilities for his selections which he otherwise assumes under his Contract or subcontract for materials and methods prescribed thereunder without options, particularly with respect to securing timely deliveries, the passing of required tests, the adequacy of methods for the purposes for which intended, and the proper adaptation to adjoining work so as to fit and coordinate therewith in an acceptable manner without extra cost.

e. List of Options:

Name of Item	Specified Under Division	Option
1.....	.....	.....
2.....	.....	.....
3.....	.....	.....

NOTE: These pages 59 and 60 supersede the corresponding pages of Bulletin No. DH-1 dated 3-1-54. In paragraph 10 the reference to "General Conditions" has been changed to "General Provisions."



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SPECIAL CONDITIONS

9. PARTIAL OCCUPANCY

The Government, at its election, may from time to time occupy any of the dwelling units, buildings, or other portions of the Project as the work in connection therewith is completed to such a degree as will, in the opinion of the Contracting Officer, permit the use of the dwelling units buildings, or other portions of the Project for the purpose for which intended. The Contracting Officer will, prior to any such partial occupancy, give notice to the Contractor thereof, and such occupancy shall be upon the following terms.

a. The one year guarantee period called for in the General Conditions shall not begin to run until the final acceptance of all work under the Contract.

b. The occupancy or use of any space in the Project shall not constitute an acceptance of work not performed in accordance with the Contract or relieve the Contractor of liability to perform any work required by the Contract but not completed at the time of said occupancy.

c. The Contractor shall be relieved of all maintenance costs on the buildings occupied under this agreement.

d. The Contractor shall not be responsible for wear and tear or damage resulting from said occupancy.

e. The Government shall assume risk of loss with respect to any building occupied by it under the terms of this agreement; Provided, the Contractor shall assume full responsibility for loss or damage traceable to his fault or negligence in the performance of his Contract.

f. The Contractor shall not be required to furnish heat, light, power, and water used in the buildings occupied without proper remuneration therefor.

10. NONDISCRIMINATION IN EMPLOYMENT

For the purpose of determining whether there has been discrimination in regard to Negro labor in violation of the provision contained in Clause 19 of the General Provisions (Government Standard Form 23A, March 1953), it is hereby provided that if the Contractor pays to the Negro skilled labor at least \_\_\_\_\_% of the total amount paid in any period of four weeks for all skilled labor under the Contract (irrespective of individual trades), and pays Negro unskilled labor at least \_\_\_\_\_% of the total amount paid in any period of four weeks for all unskilled labor under the Contract, it shall be considered as prima facie evidence that the Contractor has not discriminated against Negro labor.

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SPECIAL CONDITIONS

11. DRAWINGS AND SPECIFICATIONS

The Government will furnish the Contractor without charge \_\_\_\_\_ copies of the Drawings and Specifications. Additional copies requested by the Contractor will be furnished at cost.

12. PROJECT PHOTOGRAPHS

The Contractor shall employ a commercial photographer to take six views of the work and shall deliver the negatives and three prints of each to the Project Engineer within five days after exposure. Two shall be taken at about the halfway point in progress, and four upon completion, when directed by the Project Engineer and from camera positions chosen by him. Negatives shall be not less than 4" X 5", each permanently numbered and identified by means of a transparent title panel attachment securely cemented thereon in the lower right-hand corner, showing (1) date of exposure, (2) serial number, (3) project number, (4) project location, (5) brief description of view. For example:

<u>3" maximum on print</u>	
: May 10, 1952	No. 3 :
: VA-3-D-1	Anytown, Va :
: Looking N. W. from S.E.:	
: Corner of Project	:

1-1/4 maximum on print

Prints shall be 8" X 10", black and white, medium weight, glossy finish, unmounted, each stamped on back with the photographer's name and address. They shall be clear views, with good detail and contrast.

GENERAL SCOPE OF WORK

1. APPLICATION

This "General Scope of Work" Division of the Specifications is applicable to all work contemplated.

2. PROJECT SITE

The Project site of Defense Housing Project No. \_\_\_\_\_ consists of that area within the property limits bounded in general (on the) \_\_\_\_\_ (by \_\_\_\_\_)

within the \_\_\_\_\_ (City) \_\_\_\_\_, \_\_\_\_\_ (County) \_\_\_\_\_, \_\_\_\_\_ (State) \_\_\_\_\_, all as shown on the \_\_\_\_\_ (title of drawing or drawings) designated as Drawing(s) No.(s) \_\_\_\_\_.

3. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, taxes legally collectible because of the work, and all other services and facilities of every nature whatsoever necessary to execute the work to be done under the Contract and deliver it complete in every respect within the specified time.

4. WORK BY OTHERS

The following work will be done by others:

a. At no expense to the Contractor:

- (1) On site:
  - (a) .....
  - (b) .....  
etc.

- (2) Off site:
  - (a) .....
  - (b) .....  
etc.

-----  
GENERAL SCOPE OF WORK

b. At the expense of the Contractor:

- (1) On site:
  - (a) .....
  - (b) .....
  - etc.

- (2) Off site:
  - (a) .....
  - (b) .....
  - etc.

5. WORK NOT INCLUDED IN CONTRACT

a. Work noted on the Drawings or mentioned in the Specifications, or both, as not being a part of the Contract.

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SCHEDULE OF DRAWINGS

Drg.  
No.

Date

Title

SITE

ARCHITECTURAL

STRUCTURAL

PLUMBING

HEATING

ELECTRICAL

etc.

-----  
FORM OF UNIT PRICE AGREEMENT

UNIT PRICE AGREEMENT

(name of contractor), hereinafter called the "Contractor", and  
The United States of America, hereinafter called the "Government",  
do mutually understand and agree, pursuant to Section \_\_\_\_\_, "Unit Prices",  
of the "Special Conditions" of the Specifications dated \_\_\_\_\_, 195\_\_\_\_,  
for (exact title of specifications) (project number), that, as a  
condition of award to the Contractor of the contract for \_\_\_\_\_  
\_\_\_\_\_ of said Project, the following listed unit prices shall be  
used, where applicable, to determine the equitable adjustment of the con-  
tract price in connection with changes or extra work ordered under the  
contract, and that the "Rules of Measurement" set forth in said Section \_\_\_\_  
of the said "Special Conditions" shall govern.

It is further mutually understood and agreed that such unit prices  
include all items of cost, overhead and profit, and that they constitute  
complete reimbursement to the Contractor for additional work or to the  
Government for work omitted, as the case may be.

(list of items and prices)

THE UNITED STATES OF AMERICA

CONTRACTOR

By \_\_\_\_\_  
Contracting Officer  
Date \_\_\_\_\_

(name of contractor)  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**LIBRARY**

1-2

2-2

3-2

4-2

5-2

6-2

7-2

8-2

9-2

10-2

602

11-

12-2

13-

14-2

15-2

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16-2

17-2

18-2

19-2

20-2

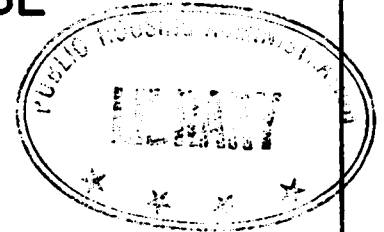
**OBSOLETE**

*Rev. March 1954*

# CONSTRUCTION CONTRACT DOCUMENTS

FOR

TRAILER, TEMPORARY,  
OR PERMANENT DEFENSE  
HOUSING PROJECTS



DEFENSE  
HOUSING  
BULLETIN

**PUBLIC HOUSING ADMINISTRATION**

HOUSING AND HOME FINANCE AGENCY

WASHINGTON 25, D. C.

JANUARY 1952



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CONSTRUCTION CONTRACT DOCUMENTS FOR DEFENSE HOUSING

I N T R O D U C T I O N

This Bulletin is designed for use by PHA Field Offices, Local Authorities (if assisting in project development under an Agency Development Agreement), and architect-engineers, in the preparation of the essential contract documents for construction of defense housing projects.

The most recent issues of Government Standard Forms shall be used for the following:

Contract	Form No. 23 (Revised 4-3-42) modified for HHFA-PHA use
Performance Bond	Form No. 25 (Revised November 1950)
Payment Bond	Form No. 25-A (Revised November 1950) and (if bid security is in the form of a bond)
Bid Bond	Form No. 24 (Revised November 1950)

THE GENERAL CONDITIONS SHALL BE USED VERBATIM, since they reflect the requirements of the Standard Forms. Although they are issued in a Bulletin, their use is mandatory.

It is to be noted that all construction contracts are to include the furnishing and installation of all requisite equipment.

In preparing Technical Specifications for temporary housing, refer to a forthcoming bulletin, No. DH-2, Specifications for Trailer Projects, and for Temporary Projects using DHT Series 1 Standard Plans. For permanent housing, refer to Bulletin No. LR-13, Guide Specifications.

FORM OF INVITATION FOR BIDS

INVITATION FOR BIDS

PUBLIC HOUSING ADMINISTRATION  
Housing and Home Finance Agency

(Place) \_\_\_\_\_

(Date) \_\_\_\_\_

SEALED BIDS, in triplicate, subject to the conditions contained herein, and the Contract Documents, will be received until \_\_\_\_\_ M., (\_\_\_\_\_ S.T. (\_\_\_\_\_ Daylight Saving Time) on \_\_\_\_\_, 19\_\_\_\_, at the office of \_\_\_\_\_, and then publicly opened, for furnishing all labor, materials, equipment, and services necessary to construct and complete Defense Housing Project No. \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_.

Proposed forms of contract documents, including plans and specifications, are on file at the office of \_\_\_\_\_ at \_\_\_\_\_, and at the office of \_\_\_\_\_ at \_\_\_\_\_.

Copies of the documents may be obtained by depositing \$\_\_\_\_\_ with the \_\_\_\_\_ for each set of documents so obtained. Such deposit will be refunded to each person who returns the documents in good condition within 10 days after bid opening.

Each bid must be accompanied by bid security in an amount equal to at least five percent (5%) of the bid. It may be either a bid bond executed on Government Standard Form 24 by the bidder and acceptable sureties, or a certified check or bank draft payable to the Treasurer of the United States, or negotiable U. S. Government Bonds.

The successful bidder will be required to furnish and pay for satisfactory performance and payment bonds executed on Government Standard Forms 25 and 25-A.

Attention is called to the fact that not less than the minimum wages, as set forth in the specifications, must be paid on this project.

The Government reserves the right to reject any or all bids or to waive any irregularities in the bidding.

No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the Government.

Receipt of this Invitation by any bidder shall not be construed as an admission by the Government that such bidder is qualified to perform the work contemplated for this project.

By \_\_\_\_\_

Title \_\_\_\_\_

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INSTRUCTIONS TO BIDDERS

1. USE OF SEPARATE BID FORMS

Attention is directed to the fact that these Specifications include a complete set of bidding and contract forms. These are for the convenience of bidders, and are not to be detached from the Specifications, or filled out, or executed. Separate copies of Bid Forms are furnished for that purpose, in quadruplicate, three to be submitted with the bid and one to be retained by the bidder for his records. All (3) copies of the bid shall be signed.

2. INTERPRETATIONS

No oral interpretation will be made to any bidder as to the meaning of the Specifications, including the Drawings. Every request for an interpretation shall be made in writing to the \_\_\_\_\_ at \_\_\_\_\_. Every interpretation made to a bidder will be issued as an addendum to the Specifications and sent by registered mail to each bidder of record, return receipt requested. All such addenda shall become part of the contract and all bidders shall be bound by such addenda.

3. ALTERNATIVE BIDS

Alternative bids will not be considered unless called for.

4. PROPOSALS

a. All bids must be submitted on forms prepared by the Government and shall be subject to all requirements of the Specifications, including the Drawings, and this Instructions to Bidders.

b. Bid Documents shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the words "Bid Documents", the project number, name of bidder, and date and time of opening, to guard against premature opening of any bid.

c. A second inner sealed envelope marked "Data on Specialty Items" containing the information required by Section 9, below shall be enclosed in the outer envelope.

d. The Contracting Officer may consider as informal any bid on which there is an alteration of or departure from the Bid Form hereto attached.

e. The Contract will be based upon the completion of the work according to the Specifications (including the Drawings), together with all Addenda thereto, under the lowest proposal submitted by a responsible bidder, irrespective of the options permitted by the Contract which the bidder chooses to use. The Contracting Officer has determined, by its inclusion of the options, that any of the requested options are equally acceptable. The bidder is, therefore, required to submit only his lowest proposal for the work to be performed, since no other will be considered.

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INSTRUCTIONS TO BIDDERS

5. BID GUARANTY

a. The bid must be accompanied by a bid guaranty which shall not be less than five percent (5%) of the amount of the bid, and at the option of the bidder may be a certified check, bank draft, U. S. Government Bonds (at par value), or a bid bond, executed on Government Standard Form 24, secured by a guaranty company or a surety company. No bid will be considered unless it is so guaranteed. Certified check or bank draft must be made payable to the Treasurer of the United States. Cash deposits will not be accepted. The bid guaranty shall insure the execution of the contract and the furnishing of performance and payment bonds by the successful bidder all as required by the Specifications.

b. Revised Bids, whether forwarded by mail or telegram, if representing an increase in excess of five percent (5%) of the original bid, must have the bid guaranty adjusted accordingly; otherwise the revision of the bid will not be considered and the original bid shall remain in force.

c. In case Bid Guaranty is in the form of a certified check, bank draft, or U. S. Government Bonds, the Government may make such disposition of the same as will accomplish the purpose for which submitted. Certified checks or bank drafts, or the amount thereof, and U. S. Government bonds of unsuccessful bidders will be returned as soon as practicable after the opening of Bids.

6. COLLUSIVE AGREEMENTS

a. Each person submitting a bid for any portion of the work contemplated by the bidding documents shall execute an affidavit in the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

b. Each person submitting a low bid for any subcontract work shall submit to the Contractor an affidavit in the form provided in Section 4 of the General Conditions.

c. Failure on the part of any bidder for either the prime contract or subcontracts to observe these provisions shall be cause for rejection of his bid.

7. STATEMENT OF BIDDERS' QUALIFICATIONS

Each copy of each bid must be accompanied by a statement in the form included in the Specifications, of the bidder's financial resources, his construction experience, and his organization and equipment available for the work contemplated. The Government shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform the work

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INSTRUCTIONS TO BIDDERS

and the bidder shall furnish the Government all such information and data for this purpose as the Government may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Government that the bidder is qualified to carry out properly the terms of the Contract.

8. OPTIONS

The attention of all bidders, whether prime or subcontract, is directed to the "List of Options" contained in the Special Conditions.

9. DATA ON SPECIALTY ITEMS

a. Each general bidder who includes in his bid the costs of the mechanical branches of the contract work shall submit, with his bid, in a separate sealed envelope identified on the outside by his name, project number, and marked "Data on Specialty Items", a breakdown of his overall bid showing the amounts included therein for the following subcontracts and work:

Amount of plumbing bid - - - - -	\$ .....
Amount of heating bid - - - - -	\$ .....
Amount of electric wiring bid - - - - -	\$ .....
All remaining work - - - - -	\$ .....
Total overall bid price - - - - -	\$ .....

b. This information is required for analytical purposes, shall have no bearing upon the determination of the lowest responsible bidder, and will not be divulged to the public at bid opening.

10. UNIT PRICES

a. Subsequent to bid opening and prior to and as a condition of award, the successful bidder shall negotiate with the Contracting Officer and agree upon mutually acceptable unit prices for the items listed in Section 7 of the Special Conditions, and conforming to the terms thereof.

b. No unit prices will be quoted in or submitted with any bid.

11. CORRECTIONS

Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

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INSTRUCTIONS TO BIDDERS

12. TIME FOR RECEIVING BIDS

a. Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives, by mail after the time fixed for opening, but before award is made, and it is shown to the satisfaction of the officer authorized to make the award that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered, but modification by telegraph of bids already submitted will be considered if received prior to the hour set for opening; Provided, that written confirmation of such modification over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening.

b. Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended subject to rejection.

c. Bidders are cautioned to allow ample time for transmittal of bids by mail or otherwise. Bidders should secure correct information relative to the probable time of arrival and distribution of mail at the place where bids are to be opened; and, so far as practicable, make due allowance for possible delays in order to avoid the necessity for investigations of claims that such delays in receipt of bids were due solely to delay in the mails as provided in this Section.

13. OPENING OF BIDS

At the time and place fixed for the opening of bids, every bid received within the time fixed for receiving bids will be opened and publicly read aloud, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

14. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening; Provided, that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

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INSTRUCTIONS TO BIDDERS

15. AWARD OF CONTRACT; REJECTION OF BIDS

a. The Contract will be awarded to the responsible bidder submitting the lowest proposal complying with the conditions of the Invitation for Bids, provided his bid is reasonable and it is to the interest of the Government to accept it. The bidder to whom the award is made will be notified at the earliest practicable date. The Government, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Government.

b. The Government also reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, materialmen, or employees. In determining the lowest responsible bidder the following elements, in addition to those above mentioned, will be considered; whether the bidder involved (1) maintains a permanent place of business; (2) has adequate plant equipment available to do the work properly and expeditiously; (3) has suitable financial resources to meet the obligations incident to the work; (4) has appropriate technical experience. The Government reserves the right to consider as unqualified to perform the work of general construction, any bidder who does not habitually perform with his own forces the branches of structural concrete, masonry, and carpentry.

c. The ability of a bidder to obtain a performance bond shall not be regarded as the sole test of such bidder's competency or responsibility.

16. ESTIMATES OF COSTS

The successful bidder may be required to cooperate with the Contracting Officer and the Architect in a breakdown of his bid price in order to show the division of costs between the dwelling facilities, non-dwelling facilities and site improvements.

17. PERFORMANCE AND PAYMENT BOND, EXECUTION OF CONTRACT

a. Subsequent to the award and within ten days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the Contracting Officer a contract in the form included in the Specifications in such number of counterparts as the Contracting Officer may require. Separate contract forms, in lieu of those found in the Specifications, shall be used for the purpose.

b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified in 17 a. above, furnish a performance and a payment bond, executed on Government

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INSTRUCTIONS TO BIDDERS

Standard Form 25 and 25-A respectively, each in a penal sum of at least 50% of the amount of the contract as awarded, as security for the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services, of any nature, employed or used by him in performing the work. Such bonds shall bear a date the same as or subsequent to the date of the contract.

c. On each such bond the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

d. The failure of the successful bidder to execute such contract and to supply the required bonds within ten days after the prescribed forms are presented for signature, or within such extended period as the Government may grant based upon reasons determined adequate by the Government shall constitute a default, and the Government may either award the contract to the next responsible bidder or readvertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty.

18. EXAMINATION OF SITE, DRAWINGS, ETC.

Each bidder shall visit the site of the proposed work and fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the performance of the work under the contract, and shall thoroughly examine and be familiar with the Drawings and the Contract Documents. The attention of all bidders is expressly directed to the provisions of Section 10e of the General Conditions regarding failure so to do.



FORM OF BID

BID

(Date) \_\_\_\_\_

To: Public Housing Administration

Pursuant to and in compliance with your Invitation for Bids dated \_\_\_\_\_ 19\_\_\_\_, and the Instructions to Bidders and other documents relating thereto, the undersigned hereby proposes to furnish all labor and materials and to perform and complete all work for the construction of Defense Housing Project No. \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_, as required by and in strict accordance with the Contract Documents, schedules and drawings and with addenda issued by the Government, for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the date of opening of the bids, or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute and deliver a contract in the form attached to the Instructions to Bidders as required by the Contract Documents, in accordance with the bid as accepted, and that he will give performance and payment bonds as specified, with good and sufficient surety or sureties, all within ten (10) days after the prescribed forms are presented to him for signature.

Enclosed is security as required, consisting of \_\_\_\_\_.

Attached hereto is the required Non-Collusive Affidavit.

Notice of acceptance should be mailed, telegraphed or delivered to the undersigned at the following official address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

STANDARD FORM 24  
REVISED NOVEMBER 1950  
PRESCRIBED BY GENERAL  
SERVICES ADMINISTRATION  
GENERAL REGULATION NO. 5

# BID BOND

(See Instructions on Reverse)

DATE BOND EXECUTED

PRINCIPAL

SURETY

PENAL SUM OF BOND (express in words and figures)

DATE OF BID

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the United States of America, hereinafter called the Government, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying bid, dated as shown above, for

NOW THEREFORE, if the principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of the resulting contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such contract, or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the Government the difference between the amount specified in said bid and the amount for which the Government may procure the required work, supplies, and services, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

WITNESS

INDIVIDUAL PRINCIPAL

1. .... as to ..... (SEAL)

2. .... as to ..... (SEAL)

3. .... as to ..... (SEAL)

4. .... as to ..... (SEAL)

WITNESS

INDIVIDUAL SURETY

1. .... as to ..... (SEAL)

2. .... as to ..... (SEAL)

Attest

CORPORATE PRINCIPAL

BUSINESS ADDRESS

BY

TITLE

AFFIX  
CORPORATE  
SEAL

Attest:

CORPORATE SURETY

BUSINESS ADDRESS

BY

TITLE

AFFIX  
CORPORATE  
SEAL

The rate of premium on this bond is ..... per thousand.

Total amount of premium charged, \$.....

(The above must be filled in by corporate surety)

### CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ....., certify that I am the ..... secretary of the corporation named as principal in the within bond; that ..... who signed the said bond on behalf of the principal, was then ..... of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

[ CORPORATE SEAL ]

### INSTRUCTIONS

1. This form shall be used for construction work or the furnishing of supplies or services whenever a bid bond is required. There shall be no deviation from this form except as authorized by the General Services Administration.

2. The surety on the bond may be any corporation authorized by the Secretary of the Treasury to act as surety, or two responsible individual sureties. Where individual sureties are used, this bond must be accompanied by a completed Affidavit of Individual Surety for each individual surety (Standard Form 28).

3. The name, including full Christian name, and business or residence address of each individual party to the bond shall be inserted in the space provided therefor, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine or New Hampshire, an adhesive seal shall be affixed opposite the signature.

4. If the principals are partners, their individual names shall appear in the space provided therefor, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.

5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the space provided therefor, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

6. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

7. The date of this bond must not be prior to the date of the instrument in connection with which it is given.

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FORM OF NON-COLLUSIVE AFFIDAVIT

A F F I D A V I T

(Prime Bidder)

State of \_\_\_\_\_) ss.  
County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn,  
deposes and says:

That he is \_\_\_\_\_ (a partner or officer of the firm of, etc.) the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Government or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

\*\*\*\*\*  
\* Signature of: \*  
\* Bidder, if the bidder is an \*  
\* individual; \*  
\* or \*  
\* Partner, if the bidder is a \*  
\* partnership; \*  
\* or \*  
\* Officer, if the bidder is a \*  
\* corporation. \*  
\*\*\*\*\*

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
My commission expires \_\_\_\_\_, 19\_\_.

-----  
FORM OF STATEMENT OF BIDDER'S QUALIFICATIONS

STATEMENT OF BIDDER'S QUALIFICATIONS

General Contractor

(All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets for items marked with an asterisk (\*) below.)

1. Name of bidder.
2. Permanent main office address.
3. When organized.
4. Where incorporated.
5. How many years have you been engaged in the contracting business under your present firm name?
6. \*Contracts on hand: (Schedule these, showing gross amount of each contract and approximate anticipated dates of completion.)
7. \*General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?
9. \*Have you ever defaulted on a contract?
10. \*List the more important structures or projects which have been constructed recently by your company. State the approximate contract price for each, and the month and year when completed.
11. \*List your major equipment which will be available for this contract work.
12. \*State your experience in construction work which is similar in magnitude, character, or importance to this project.
13. \*Describe the background and experience of yourself and the principal members of your organization, including officers.
14. \*How much credit do you have available; furnish written evidence.
15. Furnish a financial statement, which is not more than 60 days old, in the following form: (See the form of Condensed Current Financial Statement, on the two following pages.)

## CONDENSED CURRENT FINANCIAL STATEMENT

Condition at close of business \_\_\_\_\_ 19\_\_\_\_

## ASSETS

## DOLLARS

1. Cash: (a) On hand \$ \_\_\_\_\_, (b) In bank \$ \_\_\_\_\_,  
(c) Elsewhere \$ \_\_\_\_\_
2. Notes receivable (a) Due within 90 days \_\_\_\_\_  
(b) Due after 90 days \_\_\_\_\_  
(c) Past due \_\_\_\_\_
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment \_\_\_\_\_
4. Sums earned on uncompleted contracts as shown by Engineer's or Architect's estimate  
(a) Amount receivable after deducting retainage \_\_\_\_\_  
(b) Retainage to date, due upon completion of contracts \_\_\_\_\_
5. Accounts receivable from sources other than construction contracts \_\_\_\_\_
6. Deposits for bids or other guarantees:  
(a) Recoverable within 90 days \_\_\_\_\_  
(b) Recoverable after 90 days \_\_\_\_\_
7. Interest accrued on loans, securities, etc. \_\_\_\_\_
8. Real Estate (a) Used for business purposes \_\_\_\_\_  
(b) Not used for business purposes \_\_\_\_\_
9. Stocks and Bonds: (a) Listed--present market value \_\_\_\_\_  
(b) Unlisted--Present value \_\_\_\_\_
10. Materials in stock not included in Item 4  
(a) For uncompleted contracts (present value) \_\_\_\_\_  
(b) Other materials (present value) \_\_\_\_\_
11. Equipment, book value \_\_\_\_\_
12. Furniture and fixtures, book value \_\_\_\_\_
13. Other assets \_\_\_\_\_

TOTAL ASSETS

## LIABILITIES

1. Notes Payable: (a) To banks regular \_\_\_\_\_  
(b) To banks for certified checks \_\_\_\_\_  
(c) To others for equipment obligations \_\_\_\_\_  
(d) To others exclusive of equipment obligations \_\_\_\_\_

-----

CONDENSED CURRENT FINANCIAL STATEMENT (continued)

2. \* Accounts Payable: (a) Not past due \_\_\_\_\_  
(b) Past due \_\_\_\_\_
3. Real estate encumbrances \_\_\_\_\_
4. Other liabilities \_\_\_\_\_
5. Reserves \_\_\_\_\_
6. Capital stock paid up: (a) Common \_\_\_\_\_  
(b) Common \_\_\_\_\_  
(c) Preferred \_\_\_\_\_  
(d) Preferred \_\_\_\_\_
7. Surplus (net worth) Earned \$ \_\_\_\_\_ Unearned \$ \_\_\_\_\_

TOTAL LIABILITIES

CONTINGENT LIABILITIES

DOLLARS

CTS.

1. Liability on notes receivable,  
discounted or sold \_\_\_\_\_
2. Liability on accounts receivable,  
pledged, assigned or sold \_\_\_\_\_
3. Liability as bondsmen \_\_\_\_\_
4. Liability as guarantor on contracts or  
on accounts of others \_\_\_\_\_
5. Other contingent liabilities \_\_\_\_\_

TOTAL CONTINGENT LIABILITIES

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\* Include all amounts owing subcontractors for all work in place and  
accepted on completed and uncompleted contracts, including retainage.

HHFA-PHA 1-25-52

Bulletin No. DH-1

U. S. Standard Form No. 23—Rev.  
Approved by the Secretary of the Treasury  
Revised April 3, 1942

Contract No. ....

(Overprinted for Defense Housing)

## CONTRACT

(CONSTRUCTION)

**NOTE: THIS MODIFIED FORM FOR  
DEFENSE HOUSING SHOULD  
BE REQUISITIONED AS "U. S.  
STANDARD FORM NO. 23-REV.  
APRIL 3, 1942, OVERPRINTED FOR  
HHFA-PHA DEFENSE HOUSING USE."**

.....  
(Contractor)

.....  
(Department)

Contract for ..... Amount, \$ .....

Place .....



**This Contract**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by THE UNITED STATES OF AMERICA, hereinafter called the Government, represented by the contracting officer executing this contract, and

a corporation organized and existing under the laws of the State of \_\_\_\_\_  
a partnership consisting of \_\_\_\_\_

an individual trading as \_\_\_\_\_  
of the city of \_\_\_\_\_ in the State of \_\_\_\_\_  
hereinafter called the contractor, witnesseth that the parties hereto do mutually agree as follows:

ARTICLE 1. *Statement of work.*—The contractor shall furnish the materials, and perform the work for \_\_\_\_\_

for the consideration of \_\_\_\_\_

in strict accordance with the specifications, schedules, and drawings, all of which are made a part hereof and designated as follows:

•

The work shall be commenced \_\_\_\_\_  
and shall be completed \_\_\_\_\_

**ARTICLE 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 any case of discrepancy in the figures, drawings, or specifications, the matter shall be immediately submitted to the contracting officer, without whose decision said discrepancy shall not be adjusted by the contractor, save only 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.

**ARTICLE 3. Changes.**—The contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings and/or specifications of this contract and within the general scope thereof. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. No change involving an estimated increase or decrease of more than Five Hundred Dollars shall be ordered unless approved in writing by the head of the department or his duly authorized representative. Any claim for adjustment under this article must be asserted within 10 days from the date the change is ordered: *Provided, however,* That the contracting officer, if he determines that the facts justify such action, may receive and consider, and with the approval of the head of the department or his duly authorized representative, adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made the dispute shall be determined as provided in article 15 hereof. But nothing provided in this article shall excuse the contractor from proceeding with the prosecution of the work so changed.

**ARTICLE 4. Changed conditions.**—Should the contractor encounter, or the Government discover, during the progress of the work subsurface and/or latent conditions at the site materially differing from those shown on the drawings or indicated in the specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the plans and specifications, the attention of the contracting officer shall be called immediately to such conditions before they are disturbed. The contracting officer shall thereupon promptly investigate the conditions, and if he finds that they do so materially differ the contract shall, with the written approval of the head of the department or his duly authorized representative, be modified to provide for any increase or decrease of cost and/or difference in time resulting from such conditions.

**ARTICLE 5. Extras.**—Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the same has been ordered in writing by the contracting officer and the price stated in such order.

**ARTICLE 6. Inspection.**—(a) All material and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination, and test by Government inspectors at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The Government shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefor, and the contractor shall promptly segregate and remove the rejected material from the premises. If the contractor fails to proceed at once with the replacement of rejected material and/or the correction of defective workmanship the Government may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost thereof to the contractor, or may terminate the right of the contractor to proceed as provided in article 9 of this contract, the contractor and surety being liable for any damage to the same extent as provided in said article 9 for terminations thereunder.

(b) The contractor shall furnish promptly without additional charge, all reasonable facilities, labor, and materials necessary for the safe and convenient inspection and test that may be required by the inspectors. All inspection and tests by the Government shall be performed in such manner as not unnecessarily to delay the work. Special, full size, and performance tests shall be as described in the specifications. The contractor shall be charged with any additional cost of inspection when material and workmanship is not ready at the time inspection is required by the contractor.

(c) Should it be considered necessary or advisable by the Government at any time before final 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 in any material respect, due to 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, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent, shall be allowed the contractor and he shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

(d) Inspection of material and finished articles to be incorporated in the work at the site shall be made at the place of production, manufacture, or shipment, whenever the quantity justifies it, unless otherwise stated in the specifications; and such inspection and acceptance, unless otherwise stated in the specifications, shall be final, except as regards latent defects, departures from specific requirements of the contract and the specifications and drawings made a part thereof, damage or loss in transit, fraud, or such gross mistakes as amount to

fraud. Subject to the requirements contained in the preceding sentence, the inspection of material and workmanship for final acceptance as a whole or in part shall be made at the site.

**ARTICLE 7. Materials and workmanship.**—Unless otherwise specifically provided for in the specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this contract are to be of the best grade of their respective kinds for the purpose. Where equipment, materials, or articles are referred to in the specifications as "equal to" any particular standard, the contracting officer shall decide the question of equality. The contractor shall furnish to the contracting officer for his approval the name of the manufacturer of machinery, mechanical and other equipment which he contemplates incorporating in the work, together with their performance capacities and other pertinent information. When required by the specifications, or when called for by the contracting officer, the contractor shall furnish the contracting officer for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection. The contracting officer may require the contractor to remove from the work such employee as the contracting officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the contracting officer to be contrary to the public interest.

**ARTICLE 8. Superintendence by contractor.**—The contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the contracting officer, on the work at all times during progress, with authority to act for him.

**ARTICLE 9. Delays—Damages.**—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 article 1, 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 the contractor and his sureties shall be liable to the Government for any excess cost occasioned the Government thereby. If the contractor's right to proceed is so terminated, the Government 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. If the Government does not terminate the right of the contractor to proceed, the contractor shall continue the work, in which event it will be impossible to determine the actual damages for the delay and in lieu thereof the contractor shall pay to the Government as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed or accepted the amount as set forth in the specifications or accompanying papers and the contractor and his sureties shall be liable for the amount thereof: *Provided*, That the right of the contractor to proceed shall not be terminated or the contractor charged with

liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of another contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, if the contractor shall within 10 days from the beginning of any such delay (unless the contracting officer, with the approval of the head of the department or his duly authorized representative, shall grant a further period of time prior to the date of final settlement of the contract) notify the contracting officer in writing of the causes of delay, who 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 thereon shall be final and conclusive on the parties hereto, subject only to appeal, within 30 days, by the contractor to the head of the department concerned or his duly authorized representative, whose decision on such appeal as to the facts of delay and the extension of time for completing the work shall be final and conclusive on the parties hereto.

**ARTICLE 10. Permits and responsibility for work.**—The contractor shall, without additional expense to the Government, obtain all required licenses and permits and be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work, and shall be responsible for all materials delivered and work performed until completion and final acceptance. Upon completion of the contract the work shall be delivered complete and undamaged.

~~**ARTICLE 11. Eight-hour law—Overtime compensation—Convict labor.**—(a) No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the contractor or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work at the site thereof, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this article. The wages of every laborer and mechanic employed by the contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of eight hours per day and work in excess of eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this article a penalty of five dollars shall be imposed upon the contractor for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this article, and all penalties thus imposed shall be withheld for the use and benefit of the Government: *Provided*, That this stipulation shall be subject in all respects to the exceptions and provisions of U. S. Code, title 40, sections 821, 824, 825, 825a, and 826, relating~~

~~to hours of labor and compensation for overtime.~~

(b) The contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

**ARTICLE 12. *Covenant against contingent fees.***—The contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to terminate the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

**ARTICLE 13. *Other contracts.***—The Government may award other contracts for additional work, and the contractor shall fully cooperate with such other contractors and carefully fit his own work to that provided under other contracts 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.

**ARTICLE 14. *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.

**ARTICLE 15. *Disputes.***—Except as otherwise specifically provided in this contract, all disputes concerning questions of fact arising under this contract shall be decided by the contracting officer subject to written appeal by the contractor within 30 days to the head of the department concerned or his duly authorized representative, whose decision shall be final and conclusive upon the parties thereto. In the meantime the contractor shall diligently proceed with the work as directed.

**ARTICLE 16. *Payments to contractors.***—(a) Unless otherwise provided in the specifications, partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable, on estimates made and approved by the contracting officer. In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.

(b) In making such partial payments there shall be retained 10 percent on the estimated amount until final completion and acceptance of all work covered by the contract: *Provided, however,* That the contracting officer, at any time after 50 percent of the work has been completed, if he finds that satisfactory progress is being made, may make any of the remaining partial payments in full: *And provided further,* That on completion and acceptance of each separate building, vessel, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made in full, including retained percentages thereon, less authorized deductions.

(c) All material and work covered by partial 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 materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Government to require the fulfillment of all of the terms of the contract.

(d) Upon completion and acceptance of all work required hereunder, the amount due the contractor under this contract will be paid upon the presentation of a properly executed and duly certified voucher therefor, after the contractor shall have furnished the Government with a release, if required, of all claims against the Government arising under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the contractor from the operation of the release in stated amounts to be set forth therein.

~~**ARTICLE 17. *Rate of wages.***—(In accordance with the act of August 30, 1935, 49 Stat. 1011, as amended by the act of June 15, 1940, 54 Stat. 399 (U. S. Code, title 40, secs. 276a and 276a-1), this article shall apply if the contract is in excess of \$2,000 in amount and is for the construction, alteration, and/or repair, including painting and decorating, of a public building or public work within the geographical limits of the States of the Union, the Territory of Alaska, the Territory of Hawaii, or the District of Columbia.)~~

~~(a) The contractor or his subcontractor shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers and mechanics; and the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work. The contracting officer shall have the right to withhold from the contractor so much of accrued payments as may be considered necessary by the contracting officer to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by such laborers and mechanics and not refunded to the contractor, subcontractors, or their agents.~~

~~(b) In the event it is found by the contracting officer that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, 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 a failure to pay said required wages and prosecute the work to completion by contract or otherwise, and the contractor and his sureties shall be liable to the Government for any excess costs occasioned the Government thereby.~~

~~(c) The regulations of the Secretary of Labor, referred to in article 19 hereof, allow certain "permissible deductions" from the wages required by this article to be paid.~~

**ARTICLE 18. Domestic preference.**—In the performance of the work covered by this contract the contractor, subcontractors, material men or suppliers shall use only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States. The foregoing provision shall not apply to such articles, materials, or supplies of the class or kind to be used or such articles, materials, or supplies from which they are manufactured, as are not mined, produced, or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality, or to such articles, materials, or supplies as may be excepted by the head of the department under the proviso of title III, section 3, of the act of March 3, 1933, 47 Stat. 1520 (U. S. Code, title 41, sec. 10b).

~~**ARTICLE 19. Nonstate of wages.** The contractor shall comply with the regulations of the Secretary of Labor pursuant to the act of June 13, 1934, 48 Stat. 948 (U. S. Code, title 40, secs. 276b and 276c), and any amendments~~

~~or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required of subcontractors thereunder, except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.~~

**ARTICLE 20. Additional security.**—Should any surety upon any bond furnished in connection with this contract become unacceptable to the Government, or if any such surety shall fail to furnish reports as to his financial condition from time to time as requested by the Government, the contractor must promptly furnish such additional security as may be required from time to time to protect the interests of the Government or of persons supplying labor or materials in the prosecution of the work contemplated by the contract.

**ARTICLE 21. Definitions.**—(a) The term "head of the department" as used herein shall mean the head or any assistant head of the executive department or independent establishment involved, and the term "his duly authorized representative" shall mean any person authorized to act for him other than the contracting officer.

(b) The term "contracting officer" as used herein shall include his duly appointed successor or his authorized representative.

**ARTICLE 22. Alterations.**—The following changes were made in this contract before it was signed by the parties hereto:

(a) The following subparagraph is added to ARTICLE 6 hereof:

(e) Neither inspection, testing, approval or acceptance of the work, in whole or in part, by the Government or its agent, shall relieve the Contractor or his Sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract Documents.

(b) The following sentence is added to ARTICLE 9 hereof:

No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or delay from any cause in the progress of the work, whether such hindrance or delay be avoidable or unavoidable.

(c) Subparagraph (d) of ARTICLE 16 is amended as follows:

The words "if required" are deleted.

(d) The following subparagraphs are added to ARTICLE 16 hereof:

(e) Each claim item that may be excepted from the operation of the Contractor's release shall embrace no more than one claim, with the basis and scope of each clearly defined and the amount stated.

(f) The Government will make no payment for stored materials which, in the opinion of the Contracting Officer, are not properly stored.

(e) ARTICLES 11(a), 17 and 19 preceding are hereby deleted and the following substituted in lieu thereof:

**ARTICLE 17. Labor Standards.** - (a) Rate of Wages. - This stipulation (a) shall apply if the Contract is in excess of \$2,000.00 in amount.

(1) All mechanics and laborers employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Anti-Kickback Regulations (29 C.F.R. Part 3)), the full amounts due at time of payment computed at wage rates not less than those contained in the wage

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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; and the wage determination decision shall be posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers.

(2) The Contracting Officer may withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased, and also in such event the Contracting Officer after written notice to the Contractor may terminate the Contractor's 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 prosecute the work to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Government for any excess costs occasioned the Government thereby.

(b) Payroll Records and Payrolls. - (1) Payroll records will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid.

(2) The Contractor will submit weekly a certified copy of all payrolls to the Contracting Officer. The certification will affirm that the payrolls are correct and complete, that the wage rates contained therein are not less than those, if any, determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. The Contractor will make his employment records available for inspection by authorized representatives of the Contracting Officer and the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

(c) Apprentices. - Apprentices will be permitted to work only under a bona fide apprenticeship program registered with a State Apprenticeship Council which is recognized by the Federal Committee on Apprenticeship, U. S. Department of Labor; or if no such recognized Council exists in a State, under a program registered with the Bureau of Apprenticeship, U. S. Department of Labor.

(d) Nonrebate of Wages. - The contractor will comply with the regulations of the Secretary of Labor made pursuant to the Anti-Kickback Act of June 13, 1934, 48 Stat. 948; 62 Stat. 740, 63 Stat. 108; 18 U.S.C. 874, 40 U.S.C. 276b, c, and any amendments or modifications thereof, (which regulations are incorporated herein and made a part hereof), will cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and will be responsible for the submission of affidavits required of subcontractors thereunder, except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemptions from the requirements thereof.

(e) Eight-Hour Law - Overtime Compensation. -- No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the Contractor or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this stipulation of the contract. The wages of every laborer and mechanic employed by the Contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of eight hours per day and work in excess of eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this stipulation of the contract a penalty of five dollars shall be imposed upon the Contractor for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this stipulation of the contract, and all penalties thus imposed shall be withheld for the use and benefit of the Government: PROVIDED, That this stipulation shall be subject in all respects to the exceptions and provisions of the Eight-Hour Laws as set forth in U. S. Code, title 40, Sections 321, 324, 325, 325a, and 326, which relate to hours of labor and compensation for overtime.

(f) Subcontract Stipulations. - The Contractor will insert in each of his subcontracts the provisions set forth in stipulations (a), (b), (c), (d), (e), and (g) hereof, and such other stipulations as the Contracting Officer may by appropriate instructions require.

(g) Breach of Stipulations. - A breach of any of the stipulations (a) through (f) may be grounds for termination of the contract.

(6a)

**NOTE:** This page 25 (sheet 6a of SF-23 overprinted for Defense Housing) supercedes page 25 of Bulletin No. DH-1, dated 1-25-52. Paragraph (d), Non-rebates of Wages, has been revised. Page iii, Correction of Standard Form No. 23, Contract (Construction) dated 2-4-52, is hereby rescinded.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

THE UNITED STATES OF AMERICA,

By \_\_\_\_\_

(Official title)

Two witnesses:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

} Contractor.

(Business address)

I, \_\_\_\_\_, certify that I am the  
secretary of the corporation named as contractor herein;  
that  
who signed this contract on behalf of the contractor, was then  
of said corporation; that said contract was  
duly signed for and in behalf of said corporation by authority of its governing body, and is within  
the scope of its corporate powers.

[CORPORATE  
SEAL]

I hereby certify that, to the best of my knowledge and belief, based upon observation and  
inquiry, \_\_\_\_\_ who signed this contract for the  
had authority to execute the same, and is the  
individual who signs similar contracts on behalf of this corporation with the public generally.

\_\_\_\_\_  
Contracting Officer.

This contract is authorized by the acts of

**DIRECTIONS FOR PREPARATION OF CONTRACT**

1. This form shall be used for every formal contract, except contracts on a cost-plus basis, for the construction or repair of public buildings or works, but its use will not be required in foreign countries.

2. There shall be no deviation from this standard contract form, except as provided for in these directions, as required or authorized by law, or as authorized by the Director of Procurement. Where interlineations, deletions, additions, or other alterations are permitted, specific notation of those made shall be entered in the blank space following the article entitled "Alterations" before signing. This article is not to be construed as general authority to deviate from the standard form. Deletion of the descriptive matter not applicable in the preamble need not be noted in the article entitled "Alterations."

3. The blank space of article 1 is intended for the insertion of a statement of the work to be done, together with place of performance, or for the enumeration of papers which contain the necessary data.

4. If it is deemed necessary to include an article on patents, the Invitation to Bidders shall so state and the following article be used:

ARTICLE ..... *Patents.*—The contractor shall hold and save the Government, its officers, agents, servants, and employees, harmless from liability of any nature or kind, including costs and expenses, for or on account of any patented or unpatented invention, article, or appliance manufactured or used in the performance of this contract, including their use by the Government.

Where any patent or patents are to be excepted from the operation of this article, such exceptions will be specifically stated, by reference to the patent number, date of issue and name of patentee, in a proviso to be added to the article.

5. Where only one payment is contemplated, upon completion of the contract, all except paragraph (d) of article 16, "Payments to Contractor," must be stricken out.

6. If approval of the contract is required before it shall become binding, the following article must be added:

ARTICLE ..... *Approval.*—This contract shall be subject to the written approval of ..... and shall not be binding until so approved.

Contracts subject to approval are not valid until approved by the authority designated to approve them, and the contractor's copy will not be delivered, nor any distribution made, until such approval. All changes and deletions must have been made before the contract is forwarded for approval.

7. The number of executed copies and of certified copies, designation of disbursing officer, statement of appropriation, amount of bond, designation of place of inspection, as well as other administrative details, shall be as directed by the department to which the contract pertains.

8. All blank spaces must be filled in or ruled out. The contract must be dated, and the bond must bear the same or subsequent date.

9. An officer of a corporation, a member of a partnership, or an agent signing for the principal, shall place his signature and title after the word "By" under the name of the principal. 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.

10. If the contractor is a corporation, one of the certificates following the signatures of the parties must be executed. If the contract is signed by the secretary of the corporation, then the first certificate must be executed by some other officer of the corporation under the corporate seal, or the second certificate executed by the contracting officer. In lieu of either of the foregoing certificates there may be attached to the contract copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

11. The full name and business address of the contractor must be inserted, and the contract signed with his usual signature. Typewrite or print name under all signatures to contract and bond.

12. The contracting officer must fill in the citation of the act authorizing the contract as indicated at the end of the last page of the contract, or equivalent information must be furnished elsewhere in the contract.

13. The Invitation, Bid, Acceptance, and Instructions to Bidders are not to be incorporated in the contract.

14. The specifications should include a paragraph stating the amount of liquidated damages that will be paid by the contractor for each calendar day of delay, as indicated in article 9 of the contract. If time is not of the essence of the contract the words "No liquidated damages" or an equivalent phrase should be inserted on the reverse side of Standard Form No. 20. So much of the language in article 9 as relates to liquidated damages shall then be deleted.

15. Additional contract provisions and instructions, deemed necessary for the particular work, not inconsistent with the standard forms nor involving questions of policy, may be incorporated in the specifications or other accompanying papers.



STANDARD FORM 25  
REVISED NOVEMBER 1950  
PRESCRIBED BY GENERAL  
SERVICES ADMINISTRATION  
GENERAL REGULATION NO. 5

**PERFORMANCE BOND**

(See Instructions on Reverse)

DATE BOND EXECUTED

PRINCIPAL

SURETY

PENAL SUM OF BOND (express in words and figures)

CONTRACT NO.

DATE OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the United States of America, hereinafter called the Government, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Government, numbered and dated as shown above and hereto attached;

NOW THEREFORE, if the principal shall well and truly 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, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

WITNESS

INDIVIDUAL PRINCIPAL

1. .... as to .....(SEAL)
2. .... as to .....(SEAL)
3. .... as to .....(SEAL)
4. .... as to .....(SEAL)

WITNESS

INDIVIDUAL SURETY

1. .... as to .....(SEAL)
2. .... as to .....(SEAL)

Attest:

CORPORATE PRINCIPAL

BUSINESS ADDRESS

BY

TITLE

AFFIX  
CORPORATE  
SEAL

Attest:

CORPORATE SURETY

BUSINESS ADDRESS

BY

TITLE

AFFIX  
CORPORATE  
SEAL

The rate of premium on this bond is ..... per thousand.

Total amount of premium charged, \$.....

(The above must be filled in by corporate surety)

### CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ....., certify that I am the ..... secretary  
of the corporation named as principal in the within bond; that .....  
who signed the said bond on behalf of the principal, was then ..... of said  
corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly  
signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

..... [ CORPORATE  
SEAL ]

### INSTRUCTIONS

1. This form shall be used for construction work or the furnishing of supplies or services, whenever a performance bond is required. There shall be no deviation from this form except as authorized by the General Services Administration.

2. The surety on the bond may be any corporation authorized by the Secretary of the Treasury to act as surety, or two responsible individual sureties. Where individual sureties are used, this bond must be accompanied by a completed Affidavit of Individual Surety for each individual surety (Standard Form 28).

3. The name, including full Christian name, and business or residence address of each individual party to the bond shall be inserted in the space provided therefor, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine or New Hampshire, an adhesive seal shall be affixed opposite the signature.

4. If the principals are partners, their individual names shall appear in the space provided therefor, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.

5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the space provided therefor, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

6. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

7. The date of this bond must not be prior to the date of the instrument in connection with which it is given.

STANDARD FORM 25A  
REVISED NOVEMBER 1950  
PRESCRIBED BY GENERAL  
SERVICES ADMINISTRATION  
GENERAL REGULATION NO. 5

# PAYMENT BOND

(See Instructions on Reverse)

DATE BOND EXECUTED

PRINCIPAL

SURETY

PENAL SUM OF BOND (express in words and figures)

CONTRACT NO.

DATE OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the United States of America, hereinafter called the Government, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Government, numbered and dated as shown above and hereto attached;

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 being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

WITNESS

INDIVIDUAL PRINCIPAL

1. .... as to ..... [SEAL]
2. .... as to ..... [SEAL]
3. .... as to ..... [SEAL]
4. .... as to ..... [SEAL]

WITNESS

INDIVIDUAL SURETY

1. .... as to ..... [SEAL]
2. .... as to ..... [SEAL]

Attest:

CORPORATE PRINCIPAL

BUSINESS ADDRESS

BY

TITLE

AFFIX  
CORPORATE  
SEAL

Attest:

CORPORATE SURETY

BUSINESS ADDRESS

BY

TITLE

AFFIX  
CORPORATE  
SEAL

The rate of premium on this bond is ..... per thousand.

Total amount of premium charged, \$.....

(The above must be filled in by corporate surety)

### CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ....., certify that I am the ..... secretary of the corporation named as principal in the within bond; that ..... who signed the said bond on behalf of the principal, was then ..... of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

..... [ CORPORATE SEAL ]

### 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). It may also be used in any other case in which a payment bond is to be required. There shall be no deviation from this form except as authorized by the General Services Administration.

2. The surety on the bond may be any corporation authorized by the Secretary of the Treasury to act as surety, or two responsible individual sureties. Where individual sureties are used, this bond must be accompanied by a completed Affidavit of Individual Surety for each individual surety (Standard Form 28).

3. The name, including full Christian name, and business or residence address of each individual party to the bond shall be inserted in the space provided therefor, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine or New Hampshire, an adhesive seal shall be affixed opposite the signature.

4. If the principals are partners, their individual names shall appear in the space provided therefor, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.

5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the space provided therefor, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

6. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

7. The date of this bond must not be prior to the date of the instrument in connection with which it is given.

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GENERAL CONDITIONS

GENERAL SPECIFICATIONS

1. DEFINITIONS

Wherever used in any of the contract documents, the following meanings shall be given to the terms herein defined:

a. The "Contract" means the agreement executed by the Government and the Contractor of which these General Conditions form a part.

b. The terms "Government" and "Contractor" mean the respective parties to the contract.

c. The Contract Documents are composed of the Invitation for Bids; Contractor's Bid; Bid Bond; Non-Collusive Affidavit; Statement of Bidder's Qualifications; Contract, executed on Government Standard Form No. 23; Performance Bond; Payment Bond; Instructions to Bidders; General Conditions; Special Conditions; General Scope of Work; Schedule of Drawings; Technical Specifications; and Drawings. In the event of conflict between the following listed documents, the provisions of such documents shall govern in the order listed:

- (1) The Contract Instrument
- (2) General Conditions
- (3) Special Conditions
- (4) General Scope of Work
- (5) Technical Specifications
- (6) Drawings

The various provisions in Addenda shall be construed in the order of preference of the document which each modifies.

d. The term "Project" means the building or facility, improvement, alteration, addition or repair, the construction work for which is contemplated in whole or in part under the Contract.

e. The term "Specifications" means the volume which includes, and the term shall include, the Instructions and Forms (consisting of the Form of Invitation for Bids, Instructions to Bidders, Form of Bid, Form of Bid Bond, Form of Non-Collusive Affidavit, Form of Statement of Bidder's Qualifications, Form of Contract, and Forms of Performance and Payment Bonds), the General Specifications (consisting of the General Conditions, the Special Conditions, the General Scope of Work, and the Schedule of Drawings), and the Technical Specifications.

f. The term "Technical Specifications" means the specifications describing the work in detail.

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GENERAL CONDITIONS

g. The term "Drawings" means the drawings enumerated in the Schedule of Drawings.

h. The term "Project Engineer" means the Government representative assigned to superintend the work at the Project.

2. CONTRACTOR

Only one Contractor is recognized as a party to this Contract, and where the term "Contractor" is used the prime contractor who signed this Contract is referred to. For convenience, the Technical Specifications have been divided into separate headings or divisions to cover the various trades represented in the work, and where subcontractors, such as "Mason Contractor", "Carpenter Contractors", and other subcontractors are referred to it has been for convenience only.

3. LAYING OUT THE WORK

a. The Contracting Officer will establish such general reference points as in his judgment will enable the Contractor to proceed with the work. The Contractor shall protect and preserve all stakes, benches, and other markers used to identify the reference points.

b. If the Contractor requires the establishment of additional reference points or replacement of points already established, he shall give the Contracting Officer 24 hours notice and shall, at his own expense, provide all material and equipment and such qualified helpers as the Contracting Officer may require for such establishment or replacement.

c. The Contractor shall lay out the work and shall be responsible for the accuracy of all lines, grades and measurements of the work executed by him under the Contract. He must verify the figures shown on the Drawings before laying out the work and shall be responsible for any error resulting from his failure so to do.

4. SUBCONTRACTS

a. The Contractor shall utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors; Provided, however, that if the Contracting Officer shall determine that the specialty work in question has been customarily performed by the Contractor's own organization and that said organization is presently competent to perform such work, the Contractor shall be permitted to do so; Provided further, that if the Contracting Officer shall determine that the performance of any specialty work by a specialty subcontractor will result in materially increased costs or inordinate delay, the requirements of this paragraph shall not apply.

GENERAL CONDITIONS

The Contractor shall not award any work to any subcontractor without prior written approval of the Contracting Officer, which approval will not be given until the Contractor submits to him a written statement containing such information as the Contracting Officer may require concerning the proposed subcontractor and the scope of the subcontract, together with the proposed subcontractor's non-collusive affidavit in the following form:

A F F I D A V I T

(Subbidder)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_, being first duly sworn, deposes and says:

That he is \_\_\_\_\_ (a partner or officer of the firm of, etc.) the party making a certain proposal or bid dated \_\_\_\_\_ 19\_\_\_\_, to \_\_\_\_\_ (name of Contractor) for subcontract work in connection with the construction of Defense Housing Project No. \_\_\_\_\_, located in \_\_\_\_\_ (CITY) \_\_\_\_\_, \_\_\_\_\_ (State) \_\_\_\_\_, and the party proposed by said \_\_\_\_\_ (name of Contractor) as subcontractor for said work as a result of said bid, that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of said bid or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Government or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of: Bidder if the bidder is an individual; or Partner if the bidder is a partnership; or Officer if the bidder is a corporation.
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Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires \_\_\_\_\_, 19\_\_\_\_.

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GENERAL CONDITIONS

c. The Contractor shall be as fully responsible to the Government for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions, Special Conditions and other documents comprising the Contract in so far as they are applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Government may exercise over the Contractor under any provisions of the Contract.

e. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Government.

5. ACCESS TO SITE - OCCUPATION OF PREMISES

a. The Contractor shall provide and maintain such means of access to the site, and to all portions thereof, as are adequate and sufficient to permit prosecution of his work without undue interference or delay.

b. Nothing herein contained and nothing marked upon the Drawings shall be interpreted as giving the Contractor exclusive occupancy of the territory or right-of-way provided. The Government and its employees for any purpose, and the other contractors of the Government for any purpose required by their respective contracts, may enter or cross such territory or occupy portions of it or take materials therefrom as directed or permitted.

6. FITTING AND COORDINATION OF THE WORK

a. The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged upon the work. He shall be prepared to guarantee to each of his subcontractors the dimensions which they may require for the fitting of their work to all surrounding work and shall do, or cause his agents to do, all cutting, fitting, adjusting, and patching necessary to make the several parts of the work come together properly and to fit the work to receive, or be received by, that of other contractors.

b. When two or more contracts are being executed at one time on the same or adjacent land, in such manner that the work on one contract may interfere with the work on another, the Contracting Officer shall decide which contractor shall cease work and which continue, or whether the work on both contracts shall progress at the same time and in what manner. When the territory of one contract is the necessary or convenient means of access for the transportation or movement of men, machines, animals, or appliances for the execution of another contract, such privilege of access or any other reasonable privilege



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GENERAL CONDITIONS

may be granted by the Contracting Officer to the contractor desiring it, to the extent, amount, in the manner, and at the time as the Contracting Officer may in his discretion, deem advisable. Any decisions as to the method or time of conducting the work or the use of the territory shall not be made the basis of claims for delay or damage. The Contractor shall not cause any unnecessary hindrance or delay to any other contractor on the premises, and shall be responsible for all damages done to the work of such other contractor by him or by his employees.

c. If the work of the Contractor has been damaged by other Contractors or by others than the employees of the Government in the course of their employment the Contractor agrees to restore such damaged work without cost to the Government and to seek redress for his damage only from those who directly caused it.

7. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

8. BREAKDOWN, PROGRESS SCHEDULE AND PERIODICAL ESTIMATES

a. For the purpose of preparing an acceptable progress schedule, and as a basis upon which partial payments to the Contractor may be authorized, immediately after execution of the Contract, and before the first partial payment is made, the Contractor shall furnish, on forms to be supplied by the Government, a detailed estimate, (herein termed "Breakdown"), giving a complete breakdown of his Contract price, so arranged and itemized as to meet the approval of the Contracting Officer. If the Contract covers more than one project, a separate Breakdown shall be furnished for each project.

b. The values employed in making up this Breakdown are for the purpose of making partial payments and shall not be taken as a basis for additions to or deductions from the contract price.

c. Upon approval of the Breakdown the Contractor shall, without delay, submit for approval in like manner a carefully considered Progress Schedule, prepared in accordance with a specimen form and instructions supplied by the Government, showing the proposed dates of starting and completing each of the various branches of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month. This chart shall correspond to the major subdivisions of the approved Breakdown

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and incorporate information taken therefrom as required. If the Contract covers more than one project, a separate Progress Schedule shall be furnished for each project.

d. At the time of submitting his Progress Schedule the Contractor shall file also his general "Plan of Operations" showing concisely the manner in which he proposes to carry out the work on the site. This will indicate the point of entrance, the course he intends to pursue, the sequence of operations, the successive blocks of dwelling units to be ready for occupancy, and such other general information as will assist the Government in planning its arrangements with others for services and materials not furnished by the Contractor, and in preparing for tenancy. Any later deviation from this Plan shall be discussed with and receive the concurrence of the Contracting Officer amply in advance of the date it is proposed to place it in effect.

e. In order to receive partial payments as the work progresses the Contractor shall submit, on forms supplied by the Government, Periodical Estimates showing the value of the work performed each month, based upon the items appearing in the approved Breakdown. Such estimates must be submitted not later than ten days in advance of the date set for payment, and are subject to correction and revision as required.

## 9. CHANGES IN THE WORK

a. Government representatives shall have no authority to alter the terms or conditions of the Contract Documents without written authority from the Contracting Officer.

b. In determining the value of any change, either additive or subtractive, the contracting parties are restricted to the use of the three following methods, singly or in combination. Method (1) shall be used to establish the equitable value of the change in every case where it can be fixed prior to performance of the changed work. Method (2), and no other, shall be used to establish changed values for any and all items for which unit prices are set forth in the Contract. Method (3) shall be used only to establish values which are indeterminate otherwise, or in an emergency endangering life or property. The Contracting Officer at the time he issues the written Proceed Order shall, in the case of both Methods 2 and 3, fix a maximum amount to be spent on the work which shall not be exceeded. If additional work remains to be done after that sum has been expended the additional work shall be the subject of a separate written order.

- (1) The Contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the order, and the order shall stipulate the corresponding lump-sum adjustment of the Contract price.

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GENERAL CONDITIONS

- (2) The applicable agreed unit price shall be applied to the net change in quantity, estimated or actual as agreed, of the item involved.
- (3) The order shall direct the Contractor to proceed on a time and material basis, whereupon the Contractor shall so proceed and keep accurately and present, in such form and at such times as the Contracting Officer may require, a correct account of the cost, together with all proper vouchers and supporting papers therefor. Upon completion of the change and agreement upon the total value thereof, the Contracting Officer shall issue a second written order, effecting the equitable adjustment of the contract price.

d. For extra work performed, the allowances for overhead and profit combined, included in the total cost to the Government, shall be based upon the following schedule:

- (1) To the Contractor, for work which he performs with his own forces, not to exceed 15% of his net extra cost.
- (2) To a subcontractor, for work which he performs with his own forces, not to exceed 15% of his net extra cost.
- (3) To the Contractor, for subcontract work supervised by him, not to exceed 7-1/2% of the amount due his subcontractor.

These percentages shall be applied to the net additional cost as defined in subsection e. immediately following. If the net cost value of a change results in a credit from the Contractor or subcontractor, the credit given shall be the net cost without overhead or profit.

e. The "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein may include all items of labor or materials, the use of power tools and equipment, and all such ~~items~~ of cost as public liability and workmens' compensation insurance, pro rata charges for foremen, social security, old age and unemployment insurance. Among the items to be considered as overhead are insurance other than as mentioned above, bond premiums, supervision, superintendents, time-keepers, clerks, watchmen, small tools, incidental job burdens and general office expense, and all other ~~items~~ not included in the cost as herein defined.

f. Prior to the issuance of any order effecting a firm adjustment in the contract price the Contractor shall submit to the Contracting Officer a satisfactorily itemized proposal, in multiple-copy form as required, of the quantities and prices used in computing the value of any change that may be ordered.

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10. CLAIMS FOR EXTRA COST

a. If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Contracting Officer, stating clearly and in detail the basis of his objections. No such claim shall be valid unless so made.

b. Claims for additional compensation for extra work, due to alleged errors in spot elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the plans and topographical maps issued.

c. Any discrepancies which may be discovered between actual conditions and those represented by the topographical maps and plans shall at once be reported to the Contracting Officer, and work shall not proceed, except at the Contractor's risk, until written instructions have been received by him from the Contracting Officer.

d. If, on the basis of the available evidence, the Contracting Officer determines that an adjustment of the Contract price or time is justifiable, the procedure shall then be as provided herein for "Changes in the Work".

e. By execution of this Contract the Contractor warrants that he has visited the site of the proposed work and fully acquainted himself with the conditions there existing relating to construction and labor, and that he fully understands the facilities, difficulties and restrictions attending the execution of the work under the Contract. The Contractor further warrants that he has thoroughly examined and is familiar with the Drawings, Specifications, and all other documents comprising the Contract. The Contractor agrees, that by execution of this Contract his failure when he was bidding on this Contract to examine any form, instrument or document, or to visit the site and acquaint himself with conditions there existing, in no wise relieves him from any obligation under the Contract and that he will present no claim based on facts regarding which he should have been on notice as a result thereof.

11. RIGHT OF THE GOVERNMENT TO TERMINATE CONTRACT

If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or

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GENERAL CONDITIONS

proper materials, or if he should fail to make prompt payment to his employees or to his subcontractors, or persistently disregard instructions of the Government, or fail to observe or perform the provisions of the Contract, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Government may, by at least five days prior written notice to the Contractor, without prejudice to any other rights or remedies of the Government, terminate the Contractor's right to proceed with the work. In such event, the Government may take over and prosecute the work to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Government for any excess cost occasioned the Government thereby; and in any such case the Government 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. The foregoing provisions are in addition to, and not in limitation of the rights of the Government under any other provisions of the Contract.

12. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

a. The Government may terminate this contract in whole or in part at any time by a notice in writing from the Contracting Officer to the Contractor, specifying the date upon which such termination shall become effective and the extent to which the performance of such contract shall be terminated. Termination shall be effective upon the date and to the extent specified in said notice.

b. Upon receipt of the notice of termination the Contractor shall, except insofar as the notice directs otherwise with respect to this Contract, or, in the event of partial termination, with respect to the part thereof covered by the notice:

- (1) Discontinue all work and the placing of all orders for materials and facilities otherwise required for the performance thereof;
- (2) Cancel all existing orders and subcontracts to the extent such orders and subcontracts are chargeable to the performance thereof;
- (3) Transfer to the Government, in accordance with the direction of the Contracting Officer, all materials, supplies, work in process facilities, equipment, machinery or tools acquired by the Contractor in connection with the performance thereof, and all plans, drawings, working drawings, sketches, specifications and information for use in connection therewith: Provided, That the Contractor may retain any such equipment, machinery and tools if he so elects and will forego reimbursement thereon.

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GENERAL CONDITIONS

- (4) Take such action as may be necessary to secure to the Government the benefits of any rights remaining in the Contractor under orders or subcontracts chargeable thereto to the extent that such orders or subcontracts are so chargeable;
- (5) Take such action as the Contracting Officer may prescribe for the protection and preservation of all property in the possession or control of the Contractor, title to which is transferable to the Government under the provisions of this Section.

Should the notice of termination cover only a portion of this contract, the Contractor shall proceed to completion of such portions as are not terminated.

c. Upon compliance by the Contractor with the above provisions of this Section and subject to deductions for payments previously made, the Government shall pay the Contractor an equitable sum, to be determined by the Contracting Officer, in full settlement of all claims of the Contractor under this contract. In determining this equitable sum, the Contracting Officer shall give due consideration to the percentage of the total contract price which is equal to the percentage of the contract work completed, and to costs of the Contractor incurred as a result of any special factors and conditions entering into the contract work which may exist and to costs incurred as a result of the termination thereof, but the Contracting Officer shall give no consideration to claims for anticipated profits on the portion of the contract work which is not completed.

d. The Contractor shall furnish, if requested, his complete records, including quantity take-off sheets, cost analysis showing how he arrived at unit prices, complete file on all quotations on materials and subbids, the actual contracts placed for service, materials, and sub-contracts, copy of actual cost performance, together with any other relevant data or documents necessary in the opinion of the Contracting Officer to determine an equitable settlement.

e. Subject to the approval of the Contracting Officer, the Government shall reimburse the Contractor for expenditures made and costs incurred after the date of termination for the protection of Government property and for such other expenditures and costs as may be necessary in connection with the settlement of this contract.

f. The obligation of the Government to make any of the payments required by this Section shall be subject to any unsettled claim for labor or material and to any claim which the Government may have against the Contractor under or in connection with this contract, and payments under this Section shall be subject to reasonable deductions by the Contracting Officer on account of defects in materials or workmanship.

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GENERAL CONDITIONS

g. The sum of all amounts payable under this Section, plus the sum of all amounts previously paid under this contract, exclusive of costs incurred under Subsection "e" hereof, shall not exceed the total contract price.

h. Should the above provisions of this Section not result in payment to the Contract of at least \$100, then that amount shall be paid to the Contractor in lieu of any and all payments hereinbefore provided for in this Section.

i. Any dispute arising out of termination under this Section shall be decided in accordance with the procedure prescribed in ARTICLE 15 of this Contract.

j. Upon the making of the payments called for by this Section, all obligations of the Government to make further payments or to carry out other undertakings hereunder shall cease forthwith and forever, except that all rights and obligations of the respective parties under the terms, if any, of this contract applicable to patent infringements shall remain in full force and effect, and the Contractor shall not be excused from any warranty or guaranty on work in place on the completed portion of the Contract.

### 13. ASSIGNMENT OF CONTRACT

Except as provided in the Assignments of Claims Act of 1940 as amended, neither the Contract nor any part thereof nor any claim arising therefrom shall be assigned to any person, firm or corporation. This provision shall not preclude the Contractor from sub-letting parts of the work in accordance with Section 4 of the General Conditions.

### 14. DRAWINGS

a. The general character of the detail work is shown on the Drawings but minor modifications may be made by the Contracting Officer in the full size drawings or models. The Contractor shall not attempt to execute any part of the work requiring such drawings until he has received the same.

b. Where the word "similar" occurs on the Drawings, it shall be interpreted in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection to other parts of the work.

c. Where, on any Drawings, a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the work. Where ornament or other detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the work, unless otherwise indicated.

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GENERAL CONDITIONS

d. In case of difference between small and large scale drawings, the larger scale drawing shall take precedence.

15. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

Except the Contractor's executed set, all Drawings and the Specifications are and remain the property of the Government. Such Drawings and Specifications are not to be used on other work, and those sets in usable condition shall be returned to the Government, upon request, at the completion or cessation of the work or termination of the contract.

16. SHOP DRAWINGS

a. Shop drawings of all fabricated work shall be submitted to the Contracting Officer for approval and no work shall be fabricated by the Contractor, save at his own risk, until approval has been given. The Contractor will be advised as to the exact procedure to be followed with respect to the number of prints required, where submitted, letters of transmittal, making corrections, etc. Prints of finally approved shop drawings will be required in such number as the Contracting Officer may direct.

b. The Contractor shall submit all shop drawings on dates sufficiently in advance of requirements to afford ample time for checking same, including time for correcting, resubmission, and recheck, if necessary, and no claim for extension of the contract time will be granted the Contractor by reason of his failure in this respect.

c. All shop drawings submitted must bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for proper resubmission. If the shop drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though such shop drawings have been approved.

d. Where a shop drawing as submitted by the Contractor indicates a departure from the Contract which the Contracting Officer deems to be a minor adjustment in the interest of the Government not involving a change in Contract price or extension of time, the Contracting Officer may approve the drawing but the approval will contain, in substance, the following:

"The modification shown on the attached drawing is approved in the interest of the Government to effect an improvement for the project and is ordered with the understanding that it does not involve any change in the Contract price or time; that it is subject generally to all Contract stipulations and covenants; and that it is without prejudice to any and all rights of the Government under the Contract and bond or bonds."



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GENERAL CONDITIONS

e. The approval of shop drawings by the Contracting Officer will be general and shall not relieve the Contractor from the responsibility for adherence to the Contract, not shall it relieve him of the responsibility for any error which may exist.

17. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Contracting Officer, for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which he will require in the planning and production of the work. Such requests may be submitted from time to time as the need is approached, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and shall list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information which the Contracting Officer may require in responding to the requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

18. MATERIALS REFERRED TO BY NAME - NUMBER - SYMBOL

a. Materials specified by reference to the number or symbol of a specific standard, such as a Commercial Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.

b. Specific reference in the Technical Specifications to any article, device, product, material, fixture, form, or type of construction, etc., by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition, and the Contractor, in such cases, may at his option use any article, device, product or material, fixture, form or type of construction which, in the judgment of the Contracting Officer, expressed in writing, is equal to that named.

19. SAMPLES, CERTIFICATES AND TESTS

a. No samples shall be submitted with any bid nor before the award of the Contract and acceptance of the Contractor's Bond.

b. No material for which samples are required shall be delivered to the site for use until representative samples have been approved in writing by the Contracting Officer.

c. The Contractor shall furnish for approval all samples (and certificates related to them) as stipulated under the several divisions of the Technical Specifications as well as all other samples as requested by the Contracting

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GENERAL CONDITIONS

Officer. Samples shall be delivered with all transportation charges prepaid to a location designated by the Contracting Officer and in ample time for proper consideration and action. In general, 20 days is the minimum time required for making tests.

d. Pack samples so as to reach their destination in good condition; ship in tight metal containers samples of paste or liquid materials.

e. Label, or otherwise properly mark on the container the material or product represented, its place of origin, the name of the producer, the name of the Contractor, and the name and symbol of the Project for which it is intended.

f. Submit to the Contracting Officer, in triplicate, a certificate describing each sample submitted for approval, certifying that the material, equipment or accessory submitted complies with Contract requirements. The certificates shall include the following information:

- (1) Name and brand of the product, name of manufacturer, location of plant.
- (2) Name and location of at least two structures on which substantial quantities of the material represented by the sample were used, and the approximate dates of use or installation.
- (3) An outline showing chemical and physical properties of the material represented by the sample submitted and giving the name of the laboratory or testing authority which obtained the data, and the dates of the tests. (NOTE: The information required by this subparagraph f(3) may be omitted for materials which are required to conform to Federal Specifications or A.S.T.M. Standards; Provided: A certified Statement by an acceptable laboratory or testing authority is furnished in lieu thereof. If the statement originates with the producer, the Contractor shall endorse all claims and submit the statement in his own name; he shall also guarantee that all material furnished for use on the Project will be in compliance with the samples and certified statements.)

g. Approval of any material by the Contracting Officer shall be general only and shall not constitute a waiver of the right of the Government to demand full compliance with Contract requirements. After actual deliveries, the Government will make such check tests as it deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Government shall have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

h. When a material has been approved, no change in brand or make will be permitted unless:

- (1) The manufacturer cannot make satisfactory delivery; or
- (2) The material delivered fails to comply with the Contract requirements.

i. Wherever materials are required to comply with A.S.T.M. Standards or Federal Specifications, and such specifications shall be accepted as establishing the technical qualities and testing methods, they shall not govern the number of tests required to be made. The number of tests required on material delivered for use shall in all cases be at the discretion of the Contracting Officer. He may require laboratory tests on samples submitted for approval or may approve materials on the basis of data submitted in certificates with samples.

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GENERAL CONDITIONS

j. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer considers necessary to insure compliance of materials used with Contract requirements.

k. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

- (1) The Contractor will furnish without extra cost, including packing and delivery charges, all samples required for testing purposes;
- (2) The Contractor will assume all costs of re-testing materials which fail to meet contract requirements;
- (3) The Contractor will assume all costs of testing materials offered in substitution for those found deficient; and
- (4) The Government will pay all other expenses.

l. Samples of materials not subject to destruction tests, when approved, will be sent to the Project office and kept there until completion of the work. They may be built into the work after a substantial quantity of the materials they represent have been built in and approved. Samples that are not approved will be returned to the Contractor only upon his request and at his expense; if the return of such samples is not requested within 30 days after rejection or disapproval, they will be treated as unclaimed material. The failure of samples to meet Contract requirements will be sufficient cause for refusal to consider any further samples from manufacturers whose materials have failed.

## 20. NOTICES, CODES, PERMITS

The Contractor shall not be required to obtain a building permit. Any required building permit will be supplied by the Government at its expense, and any delays occasioned because of lack of, or failure to obtain, a building permit after Notice to Proceed shall not be the basis for the assessment of liquidated damages. The contractor, however, shall be required, in accordance with Article 10, to obtain all other permits, including but not limited to permits for the use of streets and public spaces and connection with utilities, and shall give all required notices and comply with all applicable ordinances, codes, rules and regulations, except to the extent that the drawings or the specifications may otherwise require or provide. Where a permit is required for connection to any water, sewer, electric, gas or other utility line, he shall ascertain whether a permit to connect will be granted by the appropriate governmental body or utility company on the basis of construction in accordance with the plans and specifications, and shall not install any work in connection therewith until grant of such permit is

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assured. In the event the privilege of connecting is refused and the Contractor has proceeded with installation, the cost and removal of work in place shall be at the sole expense of the contractor. Should the contractor ascertain that such permits will not be granted on the basis of the plans and specifications, he shall immediately report the matter to the Contracting Officer for decision, and will not proceed with the portion of the work affected until receipt of a written order from the Contracting Officer to do so. Any change required will be ordered in accordance with Article 3 of this Contract.

21. DOMESTIC PREFERENCE

The following materials have been excepted by the head of the department under the provisions of ARTICLE 18 of the Contract:

Antimony	Jute	Copper, natural - nickel alloy
Asbestos	Kaurigum	Manganese Ore - 35% and over
Asphalt - native	Lac	Oil, China wood (tung oil)
Carnauba Wax	Mercury	Rubber - natural
Chromium	Mica	Sisal
Cork	Nickel	Tin
Flax	Platinum	Titanium
Hemp	Silk	Tungsten

22. CONVICT-MADE MATERIALS

No materials manufactured or produced in a penal or correctional institution shall be incorporated in the project under this Contract.

23. CARE OF THE WORK

a. The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered by partial payments made by the Government, and whether or not the damage to his work was caused by the Contractor or by other contractors or by others than the employee of the Government in the course of their employment.

b. The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and Holidays, from the time the work is commenced until final completion and acceptance.

c. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Government, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. Likewise, he shall so act if instructed to do so by the Government. Any compensation claimed by

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GENERAL CONDITIONS

the Contractor on account of such emergency work shall be determined by the Contracting Officer, subject to appeal in case of dispute, as provided in Article 15 of the Contract.

d. The Contractor shall avoid damage as a result of his operations to work which is to remain unchanged, including existing sidewalks, streets, curbs, pavements, utilities or adjoining property, the work of other contractors and the property of the Government and others, and he shall at his own expense completely repair any damage thereto caused by his operations.

e. Wherever required by law, the Contractor shall shore up, brace, underpin, secure, and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Project. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Government from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Government may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

24. TEMPORARY HEATING

a. The Contractor for general construction shall provide, maintain, and pay all costs of temporary heating, covering and enclosures as directed by the Contracting Officer, and as necessary to protect properly all work and materials against damage by dampness and cold, to dry out of the work, and to facilitate the completion of the work. The fuel, equipment, materials and methods used shall at all times be adequate for the purpose, and satisfactory to the Contracting Officer. The said Contractor shall maintain the critical installation temperatures called for in the Technical Specifications for various branches of the work in those spaces where such work is being performed. The maintenance of proper heat, ventilation, and adequate drying out of the work are the responsibilities of the said Contractor and any work damaged by dampness, insufficient or abnormal heat shall be replaced to the satisfaction of the Contracting Officer by and at the expense of the said Contractor.

b. The permanent heating equipment furnished and installed for this Project may be utilized but the said Contractor shall supply any additional equipment required at his expense. Permanent equipment so used shall be delivered to the Government in the condition and at the time required by the Contract.

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25. ACCIDENT PREVENTION

The Contractor shall exercise proper precaution at all times for the protection of persons and property. The safety provisions of applicable law, building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the Contracting Officer may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

26. SANITARY FACILITIES

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, enclosed temporary toilets, in sufficient number, shall be placed as directed by the Contracting Officer. Permanent toilets installed under this contract shall not be used during construction of the Project. Drinking water shall be provided from a safe source, so piped or transported as to be kept clean and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing governing health regulations.

27. USE OF PREMISES

a. The Contractor shall confine his apparatus, stored materials, and construction operations to the limits prescribed by ordinances or permits, or as may be directed by the Contracting Officer, and shall not unreasonably encumber the premises with his materials, or idle equipment.

b. The Contractor shall not load any structure or permit any part thereof to be loaded to such an extent as to endanger its safety.

c. The Contractor shall comply with and enforce any instructions of the Contracting Officer, or local laws or regulations regarding signs, advertising, fires, danger signals, barricades, and smoking.

28. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed by the Contracting Officer during the progress of the work, remove and properly dispose of the resultant dirt and debris, and keep the premises reasonably clear. Upon completion of the work, he shall remove all temporary construction, facilities and unused materials provided for the work, and put the buildings and premises in a neat and clean condition, and do all cleaning and washing required by the Specifications. Trash or combustible materials shall not be allowed to accumulate in the buildings or elsewhere on the premises. Trash burning on the site will be subject to prior approval of the representative of the Contracting Officer and existing local and State regulations.

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GENERAL CONDITIONS

29. RIGHT OF REVIEW

The Government and its authorized representatives and agents shall, at all times, have access to and be permitted to observe and review all work, materials, equipment, pay rolls, personnel records, employment conditions, material invoices, contracts, books of account, and other relevant data and records; Provided, however, that all instructions and approvals with respect to the work shall be given to the Contractor only by the Contracting Officer or his authorized representative.

30. FINAL INSPECTION

a. When the work is substantially completed the Contractor shall notify the Contracting Officer in writing that the work will be ready for final inspection on a definite date which shall be stated in such notice. Such notice shall be given at least fifteen (15) days prior to the date stated for final inspection, and the notice shall bear the signed concurrence of the Project Engineer.

b. If the Contracting Officer determines that the state of preparedness is as represented he will arrange to have final inspection commenced on the date stated in such notice, or as nearly thereafter as is practicable.

31. DEDUCTION FOR UNCORRECTED WORK

If the Contracting Officer deems it inexpedient to require the Contractor to correct work injured or not done in accordance with the Contract, an equitable deduction from the Contract Price shall be made by agreement between the Contractor and the Contracting Officer subject to appeal, in case of dispute, as provided in Article 15 of the Contract.

32. INSURANCE

a. The Contractor shall carry Workmen's Compensation Insurance for all his employees engaged in work at the site, in accordance with State or Territorial Workmen's Compensation Laws, and shall require each of his subcontractors to carry such insurance for all their employees similarly engaged.

b. Before commencing work, the Contractor shall submit to the Contracting Officer satisfactory proof that such insurance is in force, in the form of certificates or other acceptable evidence. Said insurance shall be written with financially responsible companies, approved by the Contracting Officer, and shall be kept in force until the Contractor's work is completed and accepted by the Government. Insurance contracts which expire before the work is completed and accepted shall be renewed and satisfactory evidence of such renewals shall be furnished the Contracting Officer by the Contractor.

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GENERAL CONDITIONS

c. The Contractor shall carry Manufacturers' and Contractors' Public Liability Insurance with Limits of not less than \$50,000/\$100,000 to protect the Contractor against claims for injury to or death of one or more than one person as a result of accidents which may occur at the site from operations under the Contract. The Contractor shall require his subcontractors to carry such insurance. Such insurance shall cover the use of all equipment, hoists, and vehicles on the site, and satisfactory evidence that it is in force shall be submitted to the Contracting Officer prior to commencement of work.

d. The Contractor shall carry Builder's Risk (fire and extended coverage) Insurance upon all work in place and/or materials stored at the building site including foundation and building equipment. Before commencing work on the superstructure, the Contractor shall submit to the Contracting Officer his Builder's Risk policy which shall meet with the approval of the Contracting Officer in every respect. A certificate in lieu of this policy will not be accepted. The Contractor, in installing equipment supplied by the Government, shall carry insurance on such equipment from the time he takes possession thereof until his contract work is accepted by the Government. Builder's Risk Insurance need not be carried on excavations, piers, footings, or upon foundations until such time as work on the superstructures is started. It need not be carried on landscape work. Policy shall furnish coverage at all times for the full cash value of all completed construction as well as materials in place and/or stored at the site, whether or not partial payment has been made by the Government. The Contractor may terminate this insurance on buildings taken over for occupancy by the Government pursuant to the appropriate provision of the Special Conditions, as of the date said buildings are taken over.

### 33. HOURS OF WORK - PREMIUM WAGES

a. The basic day of eight hours, as established by mutual consent of the Contractor or subcontractor and the laborers and mechanics employed by him in the development of the Project, shall constitute the regular working hours for such employees.

b. Any work necessary to be performed after regular working hours, or on Sundays or legal holidays, shall be performed without additional expense to the Government, except as may be specifically permitted or directed by the Contracting Officer.

c. If the Contractor or any of his subcontractors finds it necessary or desirable to exceed the prevailing wage rates specified in his contract, any expense incurred by the Contractor or any subcontractor because of the payment of wages in excess of such rates shall not be cause for any increase in the amount payable under his contract. The Government shall not consider or allow any claim for extra compensation made by the Contractor or any subcontractor because of such payments.



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34. QUALIFICATIONS FOR EMPLOYMENT - DISCRIMINATION

a. No person undergoing sentence of imprisonment at hard labor and no person under the age of sixteen (16) years shall be employed in the development of the Project. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health and safety of others shall be employed in the development of the Project; provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform.

b. There shall be no discrimination against any employee or applicant for employment because of race, creed, color, or national origin. This provision shall be included in all subcontracts.

c. No laborer or mechanic employed in the development of the Project shall be discharged or in any other manner discriminated against because such laborer or mechanic has filed any complaint or instituted or caused to be instituted any proceedings or has testified or is about to testify in any proceedings under or relating to the labor standards incorporated in this Contract.

35. PERSONS ENTITLED TO BENEFITS OF LABOR AND MATERIALS PROVISIONS

a. The Contractor and each subcontractor shall extend to every person employed by him in the development of the Project the benefits of the labor and wage provisions of this contract regardless of any contractual relationship between the Contractor and such person, or between any subcontractor and such person.

b. The Contractor shall promptly pay all amounts due from him for services rendered, work performed, and materials supplied.

36. WEEKLY PAYMENTS BY CASH OR CHECK

Every employee of the Contractor or a subcontractor shall be paid weekly in lawful money of the United States, or by check if the Contractor provides or secures convenient and satisfactory facilities approved by the Contracting Officer for the cashing of the same without cost or expense to the employee, in the full amount accrued to each individual at the time of closing of the payroll, which shall be closed at the latest date practicable prior to the date of payment, and there shall be no deductions or rebates on account of goods purchased, rent, or other obligations, but such obligations shall be subject to collection only by legal process.

NOTE: These pages 53 and 54 supersede pages 53 and 54, dated 1-25-52. Former paragraph 37a has been removed and subparagraphs b and c have been renumbered.

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GENERAL CONDITIONS

a. The Contractor shall, not later than the 7th day following the payment of wages, submit to the Contracting Officer two legible copies of his payroll and of the payrolls of each of his subcontractors, each with the Payroll Summary completed and the Affidavit notarized on the back of the final sheet. All of these copies shall be prepared on forms furnished by the Government.

b. The Contractor shall also furnish to the Government any other information or certifications relating to employees in such form as may be required.

**38. DISPUTES CONCERNING WAGE RATES AND CLASSIFICATION OF LABOR**

a. All disputes concerning prevailing wage rates or classifications arising under this Contract involving (1) significant sums of money, (2) large groups of employees, or (3) novel or unusual situations shall be promptly decided by the Contracting Officer or, at his option, referred to the Secretary of Labor of the United States. The decision of the Contracting Officer or the Secretary of Labor, as the case may be, shall be final.

b. All questions arising under this Contract relating to the application or interpretation of the Anti-Kickback Act, the Davis-Bacon Act, or other Federal statutes applicable to labor standards shall be referred to the Secretary of Labor of the United States for ruling or interpretation, and such ruling or interpretation shall be final.

**39. PATENTS**

The Contractor shall hold and save the Government, its officers, agents, servants, and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Government, unless otherwise specifically stipulated in the Contract.

**40. WARRANTY OF TITLE**

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all materials, supplies,

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GENERAL CONDITIONS

and equipment installed or incorporated in the work and agrees, upon completion of all work, to deliver the premises together with all improvements and appurtenances constructed or placed thereon by him to the Government free from any claims, liens, or charges and further agrees that neither he nor any person, firm or corporation furnishing any material or labor for any work covered by this contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices and other equipment of utility companies or of municipalities, the title to which is commonly retained by the utility company or the city. In the event of the installation of any such metering device or equipment, the Contractor shall advise the Government as to the owner thereof. Nothing contained in this paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Government. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

41. GENERAL GUARANTY

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

42. FEDERAL TAXES

Prices stated herein include any Federal tax heretofore imposed by the Congress which is applicable to the material in this Contract. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or changed by the Congress after the date of this Contract, and made applicable directly upon the production, manufacture or sale of the supplies covered by this Contract, and are paid by the Contractor on the articles or supplies herein contracted for, then the prices named in this Contract will be increased or decreased accordingly, and any amount due the Contractor as a result of such change will be charged to the Government and entered on vouchers (or invoices) as separate items.

43. RENEGOTIATION

a. This contract is subject to the Renegotiation Act of 1951 (Public Law 9, 82nd Congress) and shall be deemed to contain all the provisions required by Section 104 of said Act.

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GENERAL CONDITIONS

b. The contractor (which term as used in this clause means the party contracting to furnish the materials or perform the work required by this contract) agrees to insert the provisions of this clause, including this paragraph (b), in all subcontracts as required by Section 104 of the Renegotiation Act of 1951: provided, that the contractor shall not be required to insert the provisions of this clause in any subcontract of a class or type described in Section 106(a) of the Renegotiation Act of 1951.

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SPECIAL CONDITIONS

1. TIME FOR COMPLETION

a. The work shall be commenced at the start of business on the date stipulated in the Notice to Proceed to the Contractor and shall be fully completed within \_\_\_\_\_ consecutive calendar days thereafter, exclusive of Landscaping. An additional \_\_\_\_\_ consecutive calendar days will be allowed in which to complete the Landscaping, exclusive of maintenance and replacement.

b. Groups of dwelling units shall be progressively completed, suitable and ready for occupancy, including utilities, sidewalks and driveways servicing such units exclusive of Landscaping, within the number of consecutive calendar days from the established starting date as follows:

- (1) Not less than \_\_\_\_\_ dwelling units within \_\_\_\_\_ days;
- (2) An accumulated total of \_\_\_\_\_ dwelling units within \_\_\_\_\_ days;
- (3) An accumulated total of \_\_\_\_\_ dwelling units within \_\_\_\_\_ days;  
(continue as desired)

and all the balance of the entire work shall be fully completed within the number of consecutive calendar days first set forth in 1a.above.

2. LIQUIDATED DAMAGES

a. Since actual damages for any delay in completion are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the Government the sums hereinafter stipulated as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed or accepted;

- (1) \$\_\_\_\_\_ per dwelling unit per calendar day applicable to dwelling units and related work as set forth in Section 1b. above;
- (2) \$\_\_\_\_\_ per calendar day applicable to all the balance of the contract work except Landscaping; and
- (3) \$\_\_\_\_\_ per calendar day applicable to Landscaping.

b. The Government may accept any part of the work if there has been such a degree of completion as will, in its opinion, make such part reasonably safe, fit and convenient for the use and accommodation for which it was intended.

3. COMMUNICATIONS

a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

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SPECIAL CONDITIONS

b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the Contractor's bid (or at such other office as he may from time to time designate in writing to the Government, or deposited in the United States mail in a sealed, postage-prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

c. All papers required to be delivered to the Government shall, unless otherwise specified in writing to the Contractor, be delivered to the \_\_\_\_\_ at \_\_\_\_\_, and any notice to or demand upon the Government shall be sufficiently given if so delivered, or deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said \_\_\_\_\_ at such address, or to such other representatives of the Government or to such other address as the Government may subsequently specify in writing to the Contractor for such purpose.

d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

#### 4. SIGNS

a. The Contractor shall construct on the site of the Project at locations to be designated by the Contracting Officer \_\_\_\_\_ signs, as follows:

- (1) These signs shall be built of concrete and wood. The sign-board shall be of 3/4" Marine plywood, 6'-0" long, 4'-0" high, securely fastened to 4" x 4" wood posts 10 feet long, set in concrete bases 10" square. Bottom of sign shall be 3'-6" above grade. Bottom of posts shall extend into concrete bases to a point 2'-6" below grade. Concrete bases shall extend 3'-0" below grade and 0'-4" above grade, with tops beveled down 1" away from posts on all sides. Posts shall be of No. 1 Y.P. or equal -S4S. Protect all edges of plywood with a band and moulding.
- (2) The entire woodwork shall be given a lead-in-oil priming coat on all surfaces before assembly and two such coats after assembly. The field of the sign shall be white and all lettering shall be black. The sign shall be lettered in accordance with the following, and the sizes and the character of lettering shall be as per detail furnished by the Contracting Officer.

SPECIAL CONDITIONS

( PROJECT NAME )

(Project Number)

DEFENSE HOUSING PROJECT

These dwellings are  
constructed for occupancy  
by those engaged in the  
national defense effort

HOUSING AND HOME FINANCE AGENCY

\*Assisted by the (name of Local Authority)

-----  
\*NOTE: Omit this line if no Local Authority  
is assisting under an Agency Development  
Agreement and substitute five small stars.

b. The Contractor shall maintain these Project signs in good condition satisfactory to the Contracting Officer during the construction period, and upon completion of the Contract work or when directed, shall turn them over to the Government cleaned, (freshly painted and lettered, if required) and in acceptable condition.

c. Subject to prior approval of the Contracting Officer as to size, design, type and location, and to local regulations, the Contractor and his subcontractors may erect temporary signs for purposes of identification and controlling traffic. The Contractor shall furnish, erect and maintain such signs as may be required by Safety Regulations or as necessary to safeguard life and property.

(NOTE: For most projects, one sign should be sufficient.)

5. JOB OFFICES

a. The Contractor shall furnish and maintain, during construction of the Project, adequate facilities at the site for the use of the Government Representatives as follows:

(Here should be specified in some detail the facilities and services required, such as adequate office space, light, heat, hot and cold water, toilet facilities, janitor service, local telephone, closets, sample room, plan tables, plan racks, etc. These facilities and services should be held to a practicable minimum, consistent with the project size, time for contract construction, and the nature of this Defense operation.)

b. The Contractor and his subcontractors may maintain such office and storage facilities on the site as may be necessary in the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Contracting Officer shall be consulted with regard to locations.

SPECIAL CONDITIONS

c. Upon completion of the Project, or as directed by the Contracting Officer, the Contractor shall remove all such temporary structures and facilities from the site, same to become his property, and leave the premises in the condition required by the Contract.

## 6. MINIMUM RATES OF PAY

In accordance with the provisions of the contract, not less than the rates listed herein shall be paid to the following trades and occupations:

<u>Classification</u>	<u>Rate per hour</u>
Air Compressor Operators	_____
Air Hammer Operators	_____
Asbestor Workers	_____
Asbestos Workers' Helpers	_____
Asbestos Workers' Improvers	_____
Asphalt Rakers	_____
Asphalt Tampers and Smoothers	_____
Blacksmiths	_____
Blacksmiths' Helper	_____
Boilermakers	_____
Boilermakers' Helper	_____
Bricklayers	_____
Bricklayers' Apprentices 1)	_____
2) year	_____
3)	_____
Brick Tenders	_____
Carpenters	_____
Carpenters' Apprentices 1)	_____
2) year	_____
3)	_____
Cement Finishers	_____
Electricians	_____
Electricians' Helpers (Apprentices)	_____
Elevator Constructors	_____
Elevator Constructors' Helpers	_____
Engineers	_____
Engineers' Apprentices	_____
Firemen	_____
Glaziers	_____
Granite Cutters	_____
Hod Carriers	_____
Ironworkers - Ornamental and Bronze	_____
Ironworkers - Structural	_____
Ironworkers - Reinforcing	_____
Ironworkers' Apprentices - Structural	_____



SPECIAL CONDITIONS

<u>Classification</u>	<u>Rate per hour</u>
Laborers - Common	
Laborers - Building	
Lathers	
Linoleum Layers	
Marble Masons	
Marble Masons' Helpers	
Mosaic and Terrazzo Workers	
Mosaic and Terrazzo Workers' Helpers	
Oilers and Greasers	
Operators - Cement & Concrete Mixer (Under 21E)	
Operators - Cement & Concrete Mixer (21E & Over)	
Operators - Crane, Clamshell, Drag Line	
Operators - Derrick	
Operators - Trenching Machine	
Operators - Backfilling Machine	
Operators - Bulldozer	
Operators - Hoist - One Drum	
Operators - Hoist - Two Drum	
Operators - Machine Road Grader	
Operators - Power Shovel (Enginemen)	
Operators - Pile Drivers	
Operators - Road Roller	
Operators - Pumps	
Operators - Tractor 50 H.P. and under	
Operators - Tractor over 50 H.P.	
Painters	
Painters - Steel Painting	
Plasterers	
Plasterers' Apprentice 1)	
2) years	
3)	
Plasterers' Laborers and Tenders	
Plumbers	
Plumbers' Apprentices	
Roofers - Composition	
Roofers - Composition - Kettlemen	
Roofers - Composition - Apprentices	
Roofers - Slate and Tile	
Sheet Metal Workers	
Sheet Metal Workers' Apprentices 1)	
2) years	
3)	
Sheet Metal Wrokers' Helpers	
Sprinkler Fitters	
Sprinkler Fitters' Helpers	

SPECIAL CONDITIONS

<u>Classification</u>	<u>Rate per hour</u>
Steam Fitters	_____
Steam Fitters' Apprentices 1)	_____
2) years	_____
3)	_____
Steam Fitters' Helpers	_____
Stone Masons	_____
Stone Masons' Helpers	_____
Truck Drivers	_____
Tile Layers' Helpers	_____

## 7. UNIT PRICES

a. The unit prices set forth in this Section become a part of the Contract and shall be used, where applicable, to determine the equitable adjustment of the Contract price in connection with changes or extra work ordered under the Contract, and the "Rules of Measurement" herein contained shall govern.

b. It is mutually understood and agreed that such unit prices represent, in each case, the cost to the Contractor without profit, and without overhead as the same is defined in Section 9e of the General Conditions.

## c. Rules of Measurement:

- (1) General excavation shall be assumed to extend 2 feet outside of wall lines.
- (2) Hand excavation shall be computed from the level at which hand excavation actually starts.
- (3) Footing excavation shall be computed from the actual size of the cut.
- (4) Trenches for walls shall be assumed to be 2 feet wider than wall thickness but in no case less than 3 feet in width.
- (5) Trenches for pipes shall be assumed to be 2 feet wider than the outside diameter of the pipe barrel.
- (6) Backfill shall be the volume of excavation computed under the foregoing rules less the volume of displacement by walls and footings.
- (7) Where rock excavation replaces earth excavation required under the Contract such earth excavation shall be credited.

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SPECIAL CONDITIONS

- (8) The quantities of sheet piling for banks and of all form work shall be based upon contract area.
- (9) Concrete quantities shall be computed from plan size, or if there are no drawings, from actual measurements of the work ordered and placed.

d. Unit Prices:

- |                                                                                                                          |                      |
|--------------------------------------------------------------------------------------------------------------------------|----------------------|
| (1) General excavation (machine)<br>left on site as directed                                                             | per cu. yd. \$ _____ |
| (2) General excavation (machine)<br>removed from site                                                                    | per cu. yd. \$ _____ |
| (3) Hand excavation to 5 ft. depth<br>left on site as directed                                                           | per cu. yd. \$ _____ |
| (4) Hand excavation to 5 ft. depth<br>removed from site                                                                  | per cu. yd. \$ _____ |
| (5) Hand excavation per 1 ft. depth<br>extra (added to Items #3 and #4 for<br>each additional foot below 5 ft.<br>depth) | per cu. yd. \$ _____ |
| (6) Removal from site of stacked excavated<br>material other than rock                                                   | per cu. yd. \$ _____ |
| (7) Backfill due to extra excavation                                                                                     | per cu. yd. \$ _____ |
| (8) Rock excavation other than in<br>trenches using explosives, left<br>on site                                          | per cu. yd. \$ _____ |
| (9) Rock excavation other than in<br>trenches where explosives are<br>prohibited, left on site                           | per cu. yd. \$ _____ |
| (10) Rock excavation in trenches using<br>explosives, left on site                                                       | per cu. yd. \$ _____ |
| (11) Rock excavation in trenches where<br>explosives are prohibited, left on<br>site                                     | per cu. yd. \$ _____ |
| (12) Removal from site of excavated rock                                                                                 | per cu. yd. \$ _____ |

- 
- (13) Piles, of contract length, type as specified, driven in place and cut off per pile \$ \_\_\_\_\_
- (14) Furnishing and driving piles of longer or shorter lengths, type as specified per lin.ft. \$ \_\_\_\_\_
- (15) Furnishing, driving and cutting off piles of type other than as specified-- (describe)--multiples of 5 ft., measured below cutoff:
- |                   |          |          |
|-------------------|----------|----------|
| a. _____ ft. long | per pile | \$ _____ |
| b. _____ ft. long | per pile | \$ _____ |
| c. _____ ft. long | per pile | \$ _____ |
- (16) Slab forms, including stripping per sq. ft. \$ \_\_\_\_\_
- (17) Beam forms, including stripping per sq. ft. \$ \_\_\_\_\_
- (18) • Column forms, including stripping per sq. ft. \$ \_\_\_\_\_
- (19) Wall Forms, including stripping per sq. ft. \$ \_\_\_\_\_
- (20) Footing forms, when actually used, including stripping per sq. ft. \$ \_\_\_\_\_
- (21) Reinforcing steel in place including accessories per lb. \$ \_\_\_\_\_
- (22) Concrete in place, not including forms or reinforcing steel:
- |               |          |             |
|---------------|----------|-------------|
| (a) 2000 lbs. | \$ _____ | per cu. yd. |
| (b) 2500 lbs. | \$ _____ | per cu. yd. |
| (c) 3000 lbs. | \$ _____ | per cu. yd. |
| (d) 3500 lbs. | \$ _____ | per cu. yd. |
- (23) Concrete units for foundation walls:
- |         |          |             |
|---------|----------|-------------|
| (a) 8"  | \$ _____ | per sq. ft. |
| (b) 10" | \$ _____ | per sq. ft. |
| (c) 12" | \$ _____ | per sq. ft. |
| (d) 14" | \$ _____ | per sq. ft. |
| (e) 16" | \$ _____ | per sq. ft. |
- (24) Membrane waterproofing on foundation walls per sq. ft. \$ \_\_\_\_\_

SPECIAL CONDITIONS

- (25) Sheet piling of banks, left in place per sq. ft. \$ \_\_\_\_\_
- (26) Sheet piling of banks, including removal per sq. ft. \$ \_\_\_\_\_
- (27) Cement plaster on foundation walls per sq. ft. \$ \_\_\_\_\_
- (28) Concrete fill in place per cu. yd. \$ \_\_\_\_\_
- (29) Planks under wood trestle supports (for trailers only), in place per FBM \$ \_\_\_\_\_

8. LIST OF OPTIONS

a. Permissible options with respect to the items shown are set forth in the list following and shall be at the option of the bidder wherever applicable to the work included in his bid, whether such bid be for prime or for subcontract work.

b. The permissible options listed in this Section, once they are selected and the Contracting Officer notified, shall become fixed parts of the respective contracts or subcontracts, and **must** be used throughout the entire Contract work subject to change only by written order of the Contracting Officer in the manner provided in the General Conditions for "Changes in the Work", and if such change be made at the Contractor's request, with no change in Contract time and no increase in the Contract Price.

c. Where, on the Drawings or in the Specifications, acceptability of optional materials or methods is indicated for items not included in the list following, it shall be the privilege of a contractor or subcontractor to utilize those which best suit his purpose in the performance of his work. As to these options there must be uniformity within each building.

d. In exercising the options chosen from the list following, the Contractor or subcontractor shall assume all the responsibilities for his selections which he otherwise assumes under his Contract or subcontract for materials and methods prescribed thereunder without options, particularly with respect to securing timely deliveries, the passing of required tests, the adequacy of methods for the purposes for which intended, and the proper adaptation to adjoining work so as to fit and coordinate therewith in an acceptable manner without extra cost.

e. List of Options:

Name of Item	Specified Under Division	Option
1.....	.....	.....
2.....	.....	.....
3.....	.....	.....

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SPECIAL CONDITIONS

## 9. PARTIAL OCCUPANCY

The Government, at its election, may from time to time occupy any of the dwelling units, buildings, or other portions of the Project as the work in connection therewith is completed to such a degree as will, in the opinion of the Contracting Officer, permit the use of the dwelling units buildings, or other portions of the Project for the purpose for which intended. The Contracting Officer will, prior to any such partial occupancy, give notice to the Contractor thereof, and such occupancy shall be upon the following terms.

a. The one year guarantee period called for in the General Conditions shall not begin to run until the final acceptance of all work under the Contract.

b. The occupancy or use of any space in the Project shall not constitute an acceptance of work not performed in accordance with the Contract or relieve the Contractor of liability to perform any work required by the Contract but not completed at the time of said occupancy.

c. The Contractor shall be relieved of all maintenance costs on the buildings occupied under this agreement.

d. The Contractor shall not be responsible for wear and tear or damage resulting from said occupancy.

e. The Government shall assume risk of loss with respect to any building occupied by it under the terms of this agreement; Provided, the Contractor shall assume full responsibility for loss or damage traceable to his fault or negligence in the performance of his Contract.

f. The Contractor shall not be required to furnish heat, light, power and water used in the buildings occupied without proper remuneration therefor.

## 10. PARTIAL OCCUPANCY FENCING

The Contractor shall fence off from construction operations those portions of the Project taken over by the Government for occupancy. This fencing shall be not less than five feet high, substantial, firmly installed, continuous and without gates, placed where directed by the Contracting Officer, and moved from time to time as additional portions of the Project are taken over. It shall be maintained in effective condition by the Contractor at all times. It shall be steel, with driven posts and 2" mesh, of the "Cyclone" type or similar; new or used; or it may be other types of fencing if, in the opinion of the Contracting Officer, it proves suitable for the purpose of preventing trespass upon the area under construction.

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SPECIAL CONDITIONS

Upon completion of the Project it shall become the property of the Contractor and be entirely removed by him from the premises. Upon any change in location, and upon final removal, any damaged, disturbed, or uncompleted work shall be brought by the Contractor to the condition required by the Contract. This temporary fencing shall be in addition to any required permanent fencing. None will be placed along Project boundaries fronting upon a public street or public way except as may be otherwise expressly provided elsewhere in the Contract.

11. DISCRIMINATION

For the purpose of determining whether there has been discrimination in regard to Negro labor in violation of the provision contained in the General Conditions, titled "Qualifications for Employment", it is hereby provided that if the Contractor pays to the Negro skilled labor at least \_\_\_\_\_% of the total amount paid in any period of four weeks for all skilled labor under the Contract (irrespective of individual trades), and pays Negro unskilled labor at least \_\_\_\_\_% of the total amount paid in any period of four weeks for all unskilled labor under the Contract, it shall be considered as prima facie evidence that the Contractor has not discriminated against Negro labor.

12. DRAWINGS AND SPECIFICATIONS

The Government will furnish the Contractor without charge \_\_\_\_\_ copies of the Drawings and Specifications. Additional copies requested by the Contractor will be furnished at cost.

13. PROJECT PHOTOGRAPHS

The Contractor shall employ a commercial photographer to take six views of the work and shall deliver the negatives and three prints of each to the Project Engineer within five days after exposure. Two shall be taken at about the halfway point in progress, and four upon completion, when directed by the Project Engineer and from camera positions chosen by him. Negatives shall be not less than 4" x 5", each permanently numbered and identified by means of a transparent title panel attachment securely cemented thereon in the lower right-hand corner, showing (1) date of exposure, (2) serial number, (3) project number, (4) project location, (5) brief description of view. For example:

3" maximum on print	
: May 10, 1952	No. 3 :
: VA-3-D-1	Anytown, Va:
: Looking N.W. from S.E.:	1-1/4" maximum on print
: Corner of Project	:

Prints shall be 8" x 10", black and white, medium weight, glossy finish, unmounted, each stamped on back with the photographer's name and address. They shall be clear views, with good detail and contrast.

NOTE: These pages supersede pages 67 and 68, dated 1-25-52, of Bulletin No. DH-1. A new Section 13 has been added on page 67. No changes have been made on page 68.

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GENERAL SCOPE OF WORK

## 1. APPLICATION

This "General Scope of Work" Division of the Specifications is applicable to all work contemplated.

## 2. PROJECT SITE

The Project site of Defense Housing Project No. \_\_\_\_\_ consists of that  
(by )  
area within the property limits bounded in general (on the) \_\_\_\_\_

within the \_\_\_\_\_ (City) \_\_\_\_\_, \_\_\_\_\_ (County) \_\_\_\_\_, \_\_\_\_\_ (State) \_\_\_\_\_, all as  
shown on the \_\_\_\_\_ (title of drawing or drawings) \_\_\_\_\_ designated as Drawing(s)  
No.(s) \_\_\_\_\_.

## 3. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, taxes legally collectible because of the work, and all other services and facilities of every nature whatsoever necessary to execute the work to be done under the Contract and deliver it complete in every respect within the specified time.

## 4. WORK BY OTHERS

The following work will be done by others:

## a. At no expense to the Contractor:

- (1) On site:
  - (a) .....
  - (b) .....
  - etc.
- (2) Off site:
  - (a) .....
  - (b) .....
  - etc.



-----  
GENERAL SCOPE OF WORK

b. At the expense of the Contractor:

- (1) On site:
  - (a) .....
  - (b) .....
  - etc.

- (2) Off site:
  - (a) .....
  - (b) .....
  - etc.

5. WORK NOT INCLUDED IN CONTRACT

- a. Work noted on the Drawings or mentioned in the Specifications, or both, as not being a part of the Contract.

HHFA  
PHA  
1-25-52

Bulletin No. DH-1

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SCHEDULE OF DRAWINGS

<u>Drg.</u> <u>No.</u>	<u>Date</u>	<u>Title</u>
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SITE

ARCHITECTURAL

STRUCTURAL

PLUMBING

HEATING

ELECTRICAL

etc.