MODIFICATION OF GENERAL PROVISIONS
(STANDARD FORM 23-A - June 1964)

Delete Clause 3, CHANGES in its entirety and substitute in lieu thereof the
following:

"3. CHANGES

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

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

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

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

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

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

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

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

(e) If the Contractor intends to assert a claim for an equitable adjust-
ment under this clause, he must, within 30 days after receipt of a written
change order under (a) above or the furnishing of a written notice under (b)
above, submit to the Contracting Officer a written statement setting forth
the general nature and monetary extent of such claim, unless this period is
extended by the Government. The statement of claim hereunder may be included
in the notice under (b) above.
(f) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract."

Delete Clause 4, CHANGED CONDITIONS, in its entirety and substitute in lieu thereof the following clause 4, DIFFERING SITE CONDITIONS:

"4. DIFFERING SITE CONDITIONS

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

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

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

5. Delete Paragraph (d)(1) of Clause 5, TERMINATION FOR DEFAULT - DAMAGES FOR DELAY - TIME EXTENSIONS, and substitute in lieu thereof the following:

"(1) The delay in completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers (whether any such subcontractor or supplier be in direct contractual relationship with the Contractor, with the Contractor's subcontractor or supplier, or with any lower tier subcontractor or supplier) arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and any such subcontractors or suppliers; and"

21. EQUAL OPPORTUNITY CLAUSE

Modify as follows:

(a) Clause 21, regarding "Equal Opportunity", in the attached General Provisions, Standard Form 23-A, is amended by deleting references to the President's Committee on Equal Employment Opportunity, Executive Order No. 10925 of March 6, 1961, as amended, and section 303 of Executive Order No. 10925 of March 6, 1961, as amended; and substituting therefor the Secretary of Labor.
of Labor, Executive Order No. 11246 of September 24, 1965, and section 204 of
Executive Order No. 11246 of September 24, 1965, respectively.

(b) In accordance with regulations of the Secretary of Labor, the rules,
regulations, orders, instructions, designations, and other directives referred
to in section 403(b) of Executive Order No. 11246, remain in effect and, where
applicable, shall be observed in the performance of this contract until re-
voked or superseded by appropriate authority.

The following clauses are added to the General Provisions (SF 23-A):

23 EXAMINATION OF RECORDS

(The following clause is applicable if this contract was entered into by
means of Small Business Set-Aside or other negotiated procurement)

a. The Contractor agrees that the Comptroller General of the United
States or any of his duly authorized representatives shall, until the expira-
tion of three years after final payment under this contract, have access to
and the right to examine any directly pertinent books, documents, papers,
and records of the Contractor involving transactions related to this contract.

(b) The Contractor further agrees to include in all his subcontracts
hereunder a provision to the effect that the subcontractor agrees that the
Comptroller General of the United States or any of his duly authorized repre-
sentatives shall, until the expiration of three years after final payment
under the subcontract, have access to and the right to examine any directly
pertinent books, documents, papers, and records of such subcontractor, in-
volving transactions related to the subcontract. The term "subcontract" as
used in this clause excludes (i) purchase orders not exceeding $2,500 and
(ii) subcontracts or purchase orders for public utility services at rates
established for uniform applicability to the general public.

24 SUSPENSION OF WORK

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

(b) If the performance of all or any part of the work is, for an un-
reasonable period of time, suspended, delayed, or interrupted by an act of
the Contracting Officer in the administration of this contract, or by his
failure to act within the time specified in this contract (or if no time is
specified, within a reasonable time), an adjustment shall be made for any
increase in the cost of performance of this contract (excluding profit)
necessarily caused by such unreasonable suspension, delay, or interruption
and the contract modified in writing accordingly. However, no adjustment
shall be made under this clause for any suspension, delay, or interruption
to the extent (1) that performance would have been so suspended, delayed, or
interrupted by any other cause including the fault or negligence of the Con-
tactor or (2) for which an equitable adjustment is provided for or excluded
under any other provision of this contract.
(c) No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the contract.

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

(a) All mechanics and laborers employed or working directly upon the site of the work shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account. The wages in such payments shall be not less than the approximate average of the basic hourly rates and the rates of payments, contributions, or costs for fringe benefits contained in the wage determination by the Secretary of Labor issued under the Davis-Bacon Act and known as the Davis-Bacon Act wage determination. Each such wage determination shall be held to be a condition precedent to the performance of any contract for the work in a prominent place where it can be easily seen by the workers.

(b) The Contractor may discharge his obligation under this clause to keep posted a wage classification for which the wage determination decision contains:

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

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

(d) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination decision and which is to be employed under the contract shall be classified or reclassified contemporarily to the wage determination decision, and shall report the action to the Secretary of Labor. If the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers or mechanics to be used, the Contracting Officer shall submit the question, together with his recommendation, to the Secretary of Labor for final determination.

(e) In the event it is found by the Contracting Officer that any laborer or mechanic employed by the Contractor or any subcontractor directly or otherwise on the work covered by this contract hereof 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 authorize the Contractor to pay such laborers or mechanics the difference in rates of pay, or the Contractor to repair or restore the work to its original condition.

2. CONTRACT WORK WEEK HOURS STANDARDS ACT—OVERTIME COMPENSATION (40 U.S.C. 373-374)

(a) The Contractor shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this contract to work in excess of 40 hours in any calendar day or in excess of 48 hours in any calendar workweek subject to the provisions of the Contract Work Hours Standards Act unless such laborers or mechanics receive compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or in excess of 48 hours in any calendar workweek, whichever is the greater number of overtime hours. The "basic rate of pay" shall be the amount paid for such laborers or mechanics exclusive of the Contractor's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, but excluding the basic hourly rate contained in the wage determination, whichever is greater.

(b) In the event of any violation of the provisions of paragraph (a), the Contractor shall be liable to any affected employee for any damages sustained as a result of such violation. The liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) at the rate of $100 for each such violative hour of work during which such laborer or mechanic was employed or permitted to be employed on such work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph (a).

3. APPRENTICES

(a) Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor or, if several such recognized agency exists in a State, under a program registered with the State Board of Apprenticeship and Training. The allowable ratio of apprentices to journeymen in any craft classification shall be determined by the Secretary of Labor, or by the State of Labor, as the case may be, prior to the award of the contract to any contractor as to his entire work force under the registered program. Any employee listed on payroll at an apprentices wage rate, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work to be actually performed.

(b) The Contractor shall furnish written evidence of the registration of his program and apprentices as well as of the ratios allowed and the wage rates required to be paid for the apprentices, on completion of construction, prior to using any apprentices in the contract work.

4. PAYROLLS AND BASIC RECORDS

(a) The Contractor shall maintain payrolls and basic records relating thereto during the course of the work and shall preserve them for a period of 3 years thereafter for all laborers and mechanics working on the site of the work. Such records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits), days and weekly number of hours worked, his actual benefit, any deduction from his wages and how made, and any other pertinent data relative to wages paid. Whenever the Contractor has obtained approval from the Secretary of Labor as provided in paragraph (c) of the clause entitled "Davis-Bacon Act" the Contractor shall also show in such records the information necessary to enable him to verify the comments, its approval, written communication of the plan of payment or determination of the wage rate during the course of the work.

(b) The Contractor shall submit weekly a copy of all payrolls to the Contracting Officer. The Payroll Data shall be submitted on a form prescribed by the Contracting Officer and shall be signed by the Contractor indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work for which the payrolls were submitted. Submission of any payroll to the Contracting Officer shall constitute a waiver of the Contractor's right to object to the correctness of the payrolls. The Contractor shall submit a copy of any approval by the Secretary of Labor with respect to fringe benefits which is required by paragraph (c) of the clause entitled "Davis-Bacon Act." However, the Contractor shall make the records required under this clause available for inspection by duly authorized representatives of the Contracting Officer and the Department of Labor. The Contractor shall permit such representatives to interview employees during working hours on the job.

5. COMPLIANCE WITH COPELAND REGULATIONS

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

6. WITHHOLDING OF FUNDS

(a) The Contractor may withhold or cause to be withheld from the Government Prime Contractor any amount of wages required by the department of the government from which the work is performed, until the amount of wages withheld has been satisfied.

(b) If the work is performed under a contract, the Government Prime Contractor shall have the same right to withhold wages as hereinafter set forth.

7. SUBCONTRACTORS

The Contractor agrees to insert the clauses hereof entitled "Davis-Bacon Act," "Contract Work Hours Standards Act—Overtime Compensation," "Apprentices," "Apprentices—Wage Regulations," "Apprentices—Overtime Compensation With Copeland Regulations," "Method of Accounting," "Wage and Hours of Labor," "Subcontracts," and "Subcontracting—Oversight and Enforcement—" in all subcontracts, and shall require each subcontractor to observe the provisions of this clause. Any subcontractor who fails to meet the requirements of this clause shall be deemed to refer to the subcontractor except in the plan of the Government Prime Contractor.

8. CONTRACT TERMINATION—DEBARMENT

NOTICE TO PROSPECTIVE BIDDERS

Special attention is called to the Equal Opportunity clause set forth in the general provisions included in this invitation for bids.

You should thoroughly familiarize yourself with this clause and with the related rules and regulations of the Secretary of Labor on equal employment opportunity since in submitting a bid you agree to certain specific responsibilities in the area of nondiscrimination in employment which may include submission of certain reports prior to and/or after award.

In connection with the administration of this clause, you may be required, prior to award, to submit the names of your subcontractors who will perform services for you under the contract if awarded to you.

Any questions you may have concerning these nondiscrimination requirements should be referred to the office issuing this invitation.
1-1. DEFINITIONS

(a) The terms "Administration" and "Service" as used in the specifications shall mean the General Services Administration (GSA) and the Public Buildings Service (PBS), respectively.

(b) The term "Contractor" as used in the specifications shall mean the party who executes the contract on behalf of the United States, and shall include his duly appointed successor, or his authorized representative.

(c) "Government Representative," "Construction Engineer," and all other terms as used in the specifications shall mean representatives of the Public Buildings Service, General Services Administration.

(d) "Resident Engineer" shall mean the representative of the Architect who is authorized to act, within limitations, on behalf of the PBS, GSA. In the absence of any of the foregoing representatives at the building or site, Government Representative shall mean the Contracting Officer at the building or site, unless otherwise specified.

The term "Contractor" as used in the specifications shall mean the individual, partnership, or corporation that agrees to provide all labor, material and services required in the contract.

1-2. CONTRACT AND OTHER TERMS

If the amount of the contract is in excess of $2,000 and the successful bidder fails to satisfactorily execute the required forms of contract, performance bond and payment bond within the time established and specified in the Contract, the Contractor may proceed to have the required work performed by his subcontractor, and the bidder to whom the award was originally made shall be liable for all cost to the Government and the bid guarantee shall be available toward offsetting such excess cost.

1-3. CONDITIONS AT SITE OR BUILDING

The Contractor shall be responsible for having ascertained pertinent local conditions readily determined by inspection and inquiry, such as the location, accessibility and general character of the site or building, including the character and extent of existing work within or adjacent thereto, and any other work being performed at the time of the submission of his bid. Nothing in this requirement shall be construed as being determinative of the character, scope or extent of the work required under this contract.

1-4. MEASUREMENTS

All dimensions shown of existing work and all dimensions required for work to be done is to be determined by measurement of the existing work. Any discrepancy between the drawings and specifications shall be referred to the Contracting Officer for adjustment before any work affected thereby has been performed.

1-5. MONUMENTS AND BENCH MARKS

(a) The Contracting Officer has established, or will establish, such general reference points as will enable the Contractor to proceed with the work. If the Contractor finds that any previously established reference points have been destroyed or displaced, or that none have been established, he shall promptly notify the Contracting Officer.

(b) The Contractor shall protect and preserve the established monuments and benchmarks and shall make no changes in locations without the written approval of the Contracting Officer. Any claim that may be lost or destroyed or which requires shifting because of necessary changes in grades or locations shall be subject to adjustment by the Contracting Officer, be replaced and accurately located at the Contractor's expense by a licensed engineer.

(c) The Contractor shall provide competent engineering services as necessary to execute the work in accordance with the requirements. He shall verify the figures shown on the survey and spec that have been made during any construction work and shall be responsible for the accuracy of the finished work.

1-6. USE OF PREMISES

(a) The Contractor shall comply with regulations governing the operation of premises occupied, and shall perform his contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

(b) It is the intent that all work be performed during established working hours unless otherwise specified. Work performed by Contractor outside of established working hours shall be at no additional cost to the Government. Requests by Government of extending building working hours shall be for additional cost to the Government. Requests for overtime of work to change the hours or sequence of work shall be referred to the Contracting Officer for a determination.

1-7. BUILDING CODES, ETC.

(a) The Contractor shall, without additional expense to the Government, comply with all State and Municipal building ordinances, codes, and regulations insofar as they are binding upon the contractor.

(b) The State and local building codes and regulations do not apply to work inside the property lines of Government-owned buildings, but generally do apply to Government-owned properties.

(c) The Contractor shall obtain and pay all fees and charges for connections to outside services and for use of property outside the site.

1-8. FEDERAL, STATE, AND LOCAL TAXES

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

(b) Nevertheless, with respect to any Federal excise tax or duty on the transactions or property covered by this contract, if a self-assessment court decision orders that the tax be paid, the Contractor must pay the tax.

(c) Federal excise taxes are to be paid to the Government. The Government is responsible for any court decisions or orders that require payment of the Federal taxes.

(d) Unless otherwise provided in this contract, the aggregate amount thereof is $100.00.

(e) Unless there does not exist any reasonable basis to sustain an exemption, the Contractor, upon request of the Government, shall pay all Federal excise taxes, including Federal excise tax or duty.

(f) The Contractor shall promptly notify the Contracting Officer of any increase or decrease in the contract price, and shall take action with respect thereto as directed by the Contracting Officer.

1-9. GOVERNMENT SUPERVISION

(a) All work shall be done under the supervision of the authorized Government Representative in charge of the work at the site.

(b) The Government Representative is entitled to inspect, at any time during the progress of the work, work in progress, and completed work, for the purpose of determining compliance with the specifications.

(c) The Government Representative has no authority to approve or order changes in the work or to alter the terms or conditions of the contract without written authority of the Contracting Officer.
1-10. WORK TO BE DONE BY CONTRACTOR

Unless otherwise specified, the Contractor shall execute on the site with which the organization is charged, work equivalent to at least 12 percent of the total amount of the contract price. The labor, material installed by skilled and unskilled labor carried on the Contractor's own payroll may be included in the 12 percent.

1-11. SUBCONTRACTS

(a) Nothing contained in the contract shall be construed as creating any contractual relationship between any Subcontractor and the Government. The division of responsibilities of the specifications is not intended to control the Contractor in dividing the work among Subcontractors, or to limit the work performed by any trade.

(b) The Contractor shall be responsible to the Government for acts and omissions of Subcontractors, and employees of Subcontractors and their employees. He shall also be responsible for the coordination and contract with the Government.

(c) The Government or its representatives will not undertake to settle any differences between the Contractor and his Subcontractors, or between Subcontractors.

1-12. SCHEDULE OF ESTIMATES

Before the first progress payment under the contract becomes due, Under the contract, and preparatory work done will not be taken into consideration in preparing estimates upon which progress payments are based, except as provided in paragraph (e) hereof.

1-13. PAYMENTS TO CONTRACTORS

The provisions of clause 7 of Standard Form 25-A, General Provisions, are supplemented as follows: (a) Supplementary estimates and preparatory work done will be payable in accordance with the provisions of the referred clause of the decision of the Contracting Officer, production of a portion of the contracted price may only be made after the order of the Contracting Officer, payment of a portion of the retained percentage, and such progress payments, provided the contract has been substantially completed, and the work put to use by the Government. A list of claims will be required before final payment is made.

(b) Progress payments will be made in accordance with the provisions of the referenced clause of the decision of the Contracting Officer. If progress payments are based, except as provided in paragraph (c) hereof.

(c) Progress payments will not be taken into consideration in determining the value of the work on which progress payments are based, except as provided in paragraph (e) hereof.

(d) The progress payments will be made in accordance with the provisions of the referenced clause of the decision of the Contracting Officer, payment of a portion of the retained percentage, and such progress payments, provided the contract has been substantially completed, and the work put to use by the Government. A list of claims will be required before final payment is made.

(e) Revisions of Standard Details are indicated by adding a suffix letter to the basic title. For example, 6-5-3B superseded 6-5-3A. Such suffix letters may be used for the purpose of indicating modifications of the drawings, or other modifications which shall be incorporated in the contract documents. For example, 6-5-3B indicates that the drawings, or other modifications which shall be incorporated in the contract documents.

(f) In case of modification between large and small scale drawings, the large-scale drawings shall govern. Schedules on the drawings shall be based on the large-scale drawings, unless modified by the specifications. However, the small-scale drawings shall be taken into consideration in determining the value of the work on which progress payments are based, except as provided in paragraph (e) hereof.

1-14. ACCIDENT PREVENTION

In the performance of the contract the Contractor shall comply with the provisions of the “Handbook of Accident and Fire Prevention, Construction and Alteration Work,” issued by the General Services Administration, and shall take any other precautions necessary to protect all persons against injury at the site of the work.

1-15. WORKMEN’S COMPENSATION LAWS

The Act of June 25, 1936, 49 Stat. 1038 (40 U.S.C. 290) authorizes the United States to accept the workmen’s compensation laws of all states and territories, or equivalent laws, of the states or territories in which the work is done.

1-16. BUY AMERICAN ACT

Pursuant to the Buy American Act, referred to in clause 19 of Standard Form 25-A, General Provisions, the Administrator of General Services has determined that the provisions of the said clause 19 shall not apply to the following:

- Any material, equipment, or workmanship specified by reference to the number of such material, equipment, or workmanship, which shall comply with the latest edition or revision thereof, and any amendment or supplement thereof, except as specified in the specifications.

- The term "latest edition or revision" as used in the specifications.

1-17. REFERENCES

(a) Except as specified in paragraph (b) below, any materials, equipment, or workmanship specified by reference to the number of such materials, equipment, or workmanship, which shall comply with the latest edition or revision thereof, and any amendment or supplement thereof, except as specified in the specifications.

(b) The reference to "latest edition or revision" and to "amendment or supplement" in paragraph (a) above shall not be construed as requiring materials, equipment, or workmanship specified by reference to the number of such materials, equipment, or workmanship, which shall comply with the latest edition or revision thereof, and any amendment or supplement thereof, except as specified in the specifications.

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variations, subject to a proper adjustment in the contract. The Government reserves the right to reshuffle the responsibilities of executing the work in accordance with the contract, even though such changes have been approved.

2-12. CONTRACT REQUIREMENTS

(a) The Contractor shall deliver the materials and equipment, as scheduled, for the approved work. The Government reserves the right to reshape the responsibilities of executing the work in accordance with the contract, even though such changes have been approved.

(b) The Contractor shall furnish the Contracting Officer with a copy of the contract requirements. The Contractor shall supply such materials and equipment as are required to execute the work in accordance with the contract requirements. The Contractor shall furnish the Contracting Officer with a copy of the contract requirements. The Contractor shall supply such materials and equipment as are required to execute the work in accordance with the contract requirements.

2-13. PAYMENT FOR WORK

(a) The Government reserves the right to reshape the responsibilities of executing the work in accordance with the contract, even though such changes have been approved.

(b) If the Government reserves the right to reshape the responsibilities of executing the work in accordance with the contract, even though such changes have been approved.

(c) The contractor shall be paid for the work performed in accordance with the contract requirements. The contractor shall supply such materials and equipment as are required to execute the work in accordance with the contract requirements. The contractor shall furnish the Contracting Officer with a copy of the contract requirements. The contractor shall supply such materials and equipment as are required to execute the work in accordance with the contract requirements.

2-14. FINAL INSPECTION AND TESTS

(a) The Government reserves the right to reshape the responsibilities of executing the work in accordance with the contract, even though such changes have been approved.

(b) The Contractor shall be paid for the work performed in accordance with the contract requirements. The Contractor shall supply such materials and equipment as are required to execute the work in accordance with the contract requirements. The Contractor shall furnish the Contracting Officer with a copy of the contract requirements. The Contractor shall supply such materials and equipment as are required to execute the work in accordance with the contract requirements.

2-15. CONTRACT CHANGES

(a) All proposals for changes in the work shall be submitted to the Government. The Government reserves the right to reshape the responsibilities of executing the work in accordance with the contract, even though such changes have been approved.

(b) The Government reserves the right to reshape the responsibilities of executing the work in accordance with the contract, even though such changes have been approved.

2-16. GUARANTEES

(a) All proposals for changes in the work shall be submitted to the Government. The Government reserves the right to reshape the responsibilities of executing the work in accordance with the contract, even though such changes have been approved.

(b) The Government reserves the right to reshape the responsibilities of executing the work in accordance with the contract, even though such changes have been approved.

(c) The Government reserves the right to reshape the responsibilities of executing the work in accordance with the contract, even though such changes have been approved.

2-17. FINANCIAL REQUIREMENTS

(a) The Government reserves the right to reshape the responsibilities of executing the work in accordance with the contract, even though such changes have been approved.

(b) The Government reserves the right to reshape the responsibilities of executing the work in accordance with the contract, even though such changes have been approved.

2-18. CONTRACTOR'S LIABILITY

(a) The Government reserves the right to reshape the responsibilities of executing the work in accordance with the contract, even though such changes have been approved.

(b) The Government reserves the right to reshape the responsibilities of executing the work in accordance with the contract, even though such changes have been approved.

2-19. PATIENTS OF WORK

(a) The Government reserves the right to reshape the responsibilities of executing the work in accordance with the contract, even though such changes have been approved.

(b) The Government reserves the right to reshape the responsibilities of executing the work in accordance with the contract, even though such changes have been approved.

2-20. CONTRACTOR'S FORMS

(a) The Government reserves the right to reshape the responsibilities of executing the work in accordance with the contract, even though such changes have been approved.

(b) The Government reserves the right to reshape the responsibilities of executing the work in accordance with the contract, even though such changes have been approved.

2-21. CONTRACTOR'S RESPONSIBILITIES

(a) The Government reserves the right to reshape the responsibilities of executing the work in accordance with the contract, even though such changes have been approved.

(b) The Government reserves the right to reshape the responsibilities of executing the work in accordance with the contract, even though such changes have been approved.

2-22. CONTRACTOR'S WORKMEN'S COMPENSATION INSURANCE

(a) The Government reserves the right to reshape the responsibilities of executing the work in accordance with the contract, even though such changes have been approved.

(b) The Government reserves the right to reshape the responsibilities of executing the work in accordance with the contract, even though such changes have been approved.
Should the Contractor fail to proceed promptly in accordance with the guarantees, the Government may have such work performed at the expense of the Contractor.

(c) Any special guarantees that may be required under the contract shall be subject to the stipulations set forth above, insofar as they do not conflict with the provisions of such special guarantees.

1-27. DEBRIS AND CLEANING

(a) The Contractor shall, during the progress of the work, remove and dispose of the resultant dirt and debris and keep the premises clean.

(b) Upon completion of the work, the Contractor shall remove all construction equipment and surplus materials (except materials or equipment that are to remain Government property as provided by the specifications or change orders), and leave the premises in a broom clean condition satisfactory to the Government Representative.

1-28. DELAYS

Except as provided in this contract no payment will be made by the Government on account of any items of cost of delay, whether occasioned by a change in the specifications or otherwise.

1-29. FURNISHING INFORMATION AND RECORDS

(a) If the Contractor or any Subcontractor under this contract, or the officers or agents of the Contractor or any Subcontractor, shall refuse or have refused, except as provided by the terms of the prime contract involved, to furnish to any Government agency or any establishment in the legislative or judicial branch of the Government information or records reasonably pertinent to this contract or any other Government contract in connection with which the Contractor or such Subcontractor has or shall have performed work or furnished materials or supplies or undertaken so to do.

(b) In the case of a refusal by the Contractor, its officers or agents, the Government may, after affording an opportunity to explain or justify such refusal, terminate the Contractor’s right to proceed with the work under this contract and thereupon the Government may avail itself of the rights and remedies provided in paragraphs (a) and (b) of clause 5 of the General Provisions (Standard Form 23-A) of this contract in addition to any other rights and remedies provided by law or under this contract;

(c) In the case of a refusal by a Subcontractor, its officers or agents, the Government may, after affording an opportunity to explain or justify such refusal, require the Contractor to terminate the subcontract without cost to the Government, or if the Contractor fails or refuses to effect such termination, the Government may terminate the Contractor’s right to proceed with the work under this contract and thereupon the Government may avail itself of the rights and remedies referred to in subparagraph (b) above.

(d) The term “subcontract” as used in this paragraph means any contract entered into, or any purchase order issued by, a prime contractor under a contract with the Government in connection with the performance of the prime contractor’s obligations under such Government contract.

(e) The term “Subcontractor” as used in this paragraph means a party to a subcontract other than the prime contractor under the related Government contract.

1-30. PRICE ADJUSTMENT FOR SUSPENSION, DELAY, OR INTERRUPTION OF THE WORK

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

(b) If, without the fault or negligence of the Contractor, the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Contracting Officer in the administration of the contract, or by his failure to act within the time specified in the contract (or if no time is specified, within a reasonable time), an adjustment shall be made by the Contracting Officer for any increase in the cost of performance of the contract (excluding profit) necessarily caused by the unreasonable period of such suspension, delay, or interruption, and the contract shall be modified in writing accordingly.

(c) Any claim for extensions of time allowed under clause 5 or for suspension, delay, or interruption, or for any claim for extension of time or for any adjustment required under this clause, or for any claim for extensions of time or for any adjustment required under this clause, or for any claim for extension of time or for any adjustment required under this clause, shall be filed with the Contracting Officer or his duly authorized representative within 30 days after any event giving rise to such claim occurs or such claim is learned of, or any delay in performance of the contract occurs, whichever is later.

(d) The claim shall be in writing and shall include a claim statement.

(e) The claim shall be in writing and shall include a claim statement.

(f) The claim shall be in writing and shall include a claim statement.

(g) The claim shall be in writing and shall include a claim statement.

(h) The claim shall be in writing and shall include a claim statement.

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(v) The claim shall be in writing and shall include a claim statement.

(w) The claim shall be in writing and shall include a claim statement.

(x) The claim shall be in writing and shall include a claim statement.

(y) The claim shall be in writing and shall include a claim statement.

(z) The claim shall be in writing and shall include a claim statement.
MODIFICATION OF GENERAL CONDITIONS
(GSA FORM 1139 - AUGUST 1966)

1-6 USE OF PREMISES

Add the following paragraph:

"(c) All persons employed under the contract shall, while on the premises, observe the regulations in effect at the institution and are cautioned that entrance to any area of the existing building outside the scope of the contract is forbidden except by official permission."

1-14 ACCIDENT PREVENTION

Delete and substitute the following:

"1-14 ACCIDENT PREVENTION

a. In the performance of the contract the Contractor shall comply with the applicable provisions of the "Handbook - Accident and Fire Prevention, Construction and Alteration Work", issued by the General Services Administration, and shall take any other precautions necessary to protect all persons against injury at the site of the work.

b. Prior to commencement of work, the Contractor shall post on the project a notice addressed to his employees and his Subcontractors' employees stating that he will enforce the safety standards required above. The notice shall provide emergency telephone numbers for the nearest fire department, doctor, ambulance, and first aid attendant on the project together with an appropriate list of safety rules covering potential hazards inherent in the type of work to be performed on the specific project site. The notice shall clearly state that the list of safety rules shall not be construed as a replacement for the safety standards required above.

c. The use of open flame or electric arc equipment will not be permitted in the operations for the removal of materials and equipment connected to or associated with combustible materials or flammable liquids.

1-20 SHOP DRAWINGS

a. Delete the word "Prior" at the beginning of line 3 of subparagraph (a) and insert in lieu thereof the words "Unless otherwise specified prior."

b. Delete subparagraphs (c) and (e) in their entirety. See section entitled "SPECIAL CONDITIONS: for requirements on submission of shop drawings.

1-23 contract changes

Add the following paragraph (g):

"(g) The provisions of this clause 'Contract Changes' shall be deemed applicable to any and all claims for equitable adjustment under the provisions of clause 3 of Standard Form 23-A."
1-24 PAYMENT FOR HEAT
Delete paragraph.

1-28 DELAYS
Delete paragraph

1-30 PRICE ADJUSTMENT FOR SUSPENSION, DELAY, OR INTERRUPTION OF THE WORK.
Delete paragraph.

1-30 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

   a. The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the interest of the Government. If this contract is terminated, the Contractor shall be compensated in accordance with Part 1-8 of the Federal Procurement Regulations (41 CFR 1-8), in effect on this contract's date.

   (b) If this contract exceeds $100,000, the clause in Section 1-8.703 of the Federal Procurement Regulations (41 CFR 1-8.703) in effect on the date of bid opening shall apply in lieu of the provisions set forth in (a) above, such clause being hereby incorporated by reference as fully as if set forth at length herein.

* * * * *
SECTION 3

APPLICABLE MINIMUM HOURLY RATES OF WAGES

3-1. The attached wage determination decision of the Secretary of Labor specifies the minimum hourly rates of wages which shall be paid to laborers and mechanics employed or working directly upon the site of the work embraced by this specification; the rates having been determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon Law, as amended, to be the prevailing rates for the corresponding classes of laborers and mechanics employed on contracts of a similar character in the locality where this work is to be performed. THESE MINIMUM HOURLY RATES OF WAGES SHALL APPLY ONLY IF THE CONTRACT IS IN EXCESS OF $2,000 IN AMOUNT.

3-2. While the wage rates given in the attached decision are the minimum rates required to be paid during the life of the contract, it is the responsibility of bidders to inform themselves as to local labor conditions such as the prevailing wage rates, the length of the work day and work week, overtime compensation, health and welfare contributions, available labor supply, and prospective changes or adjustments of wage rates. The Contractor shall abide by and conform to all applicable laws, Executive Orders, and rules, regulations and orders of Federal Agencies authorized to pass upon and determine wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed in the attached decision.

3-3. The wage determination decision of the Secretary of Labor is attached solely for the purpose of setting forth the minimum hourly wage rates required to be paid during the life of the contract and is not to be accepted as a guarantee, warranty or representation as to the wage rates indicated. Under no circumstances shall any mistake in attaching the appropriate wage determination decision of the Secretary of Labor and in the wage rates set forth entitle the successful bidder to cancellation of his bid or contract or to an increase in the contract price or other additional payment or recovery.