

UNITED STATES DEPARTMENT OF AGRICULTURE
FARM SECURITY ADMINISTRATION

Wage Rates

IN REPLY REFER TO

Laborers	1.60
Motor Patrol Operators	2.15
Distributor men	1.80
Truck Drivers	1.70

Double Lift

15,840 yards more or less
at .50¢ per square yard. - \$7920.00

Base - Graded-up, sloped and cleaned.
1 Coat oil penetration

Layer of Gravel from 1" to 1½"
Coat of heavy asphalt - RC or MC-5 asphalt

Seal Coat chips - 2-3-4 or 6

Idaho State Specs

E. R. Roberts
Nampa Asphalt and Paving.

HOLMES CONSTRUCTION CO.



Dear Sir:

The following is our price for constructing a two inch mixed oil mat and a seal coat on the farm labor camp west of Caldwell. This price includes reconditioning and rolling the base.

2" mat and seal coat @ 85¢ per sq. yd.

This price is based on a minimum of 12,000 sq. yds.. We will furnish $\frac{3}{4}$ " max. crushed gravel to fill in low spots and parking areas at \$2.00 per cu. yd. in place..

Sincerely yours,

Ralph Holmes

Holmes Const. Co..

CONTRACT DOCUMENT

AND

SPECIFICATIONS

FOR

PREPARATION AND SURFACING
ROADS AND DRIVEWAYS AT
FARM LABOR HOUSING
PROJECT LC-36

FOR THE

HOUSING AUTHORITY OF THE CITY
OF CALDWELL, IDAHO
CALDWELL, IDAHO

oOo

TOLPHER E. WRIGHT
EXECUTIVE DIRECTOR

Prepared by

HOUSING AUTHORITY OF THE CITY OF CALDWELL,
P. O. BOX 772, CALDWELL, IDAHO

September 20, 1951

CONTRACT AWARD

THIS CONTRACT, Made and entered into this 20th day of September 1951, by and between the NAMPA ASPHALT & PAVING, General Contractor and the HOUSING AUTHORITY OF THE CITY OF CALDWELL, IDAHO, a quasisi-public body.

NOW THEREFOR, subject to the conditions and provisions thereof, the aforesaid General Contractor hereby agrees to furnish the aforesaid Quasisi-public Body all labor, materials, equipment, and to perform the specified work required thereof and to proceed for the sum of Fifty Cents (\$.50) per square yard of Asphalt Surface Treatment on more or less Fifteen Thousand Eight Hundred Forty (15,840) square yards of road surface located in the Caldwell Farm Labor Housing Project, in strict accordance with the Contract Documents, which include specifications and plans consisting of (1) General Conditions, and (2) Special Conditions, and (3) Technical Provisions and Wage Rates respectively.

NAMPA ASPHALT & PAVING

By E. R. Robert
(Contractor)

HOUSING AUTHORITY OF THE
CITY OF CALDWELL, IDAHO

By Wesley C. Wright
(Executive Director)

ATTEST:

Ray C. Ott
(Secretary)

PART THREE - GENERAL CONDITIONS
(Pages 10 to 16, Inclusive)

SECTION 1. Definitions. The term PHA means the Public Housing Administration, successor in interest to the United States Housing Authority under Reorganization Plan 3 of 1947, an Agency and instrumentality of the United States of America created by the United States Housing Act of 1937 (Public No. 412, 75th Congress), as amended. However, nothing in the Contract shall be construed to create any contractual relation between the Contractor and PHA.

SECTION 2. Assignment. Neither this contract nor any part thereof shall be assigned by the Contractor to any person, firm, or corporation without the prior written approval of the Local Authority to such assignment. This provision shall not preclude the Contractor from sub-letting parts of the work in accordance with the general practice of the building trades.

SECTION 3. Supervision of Contract Work. The work shall be under the general direction of the Local Authority through its Contracting Official or his authorized representative.

SECTION 4. Superintendence of Contract Work. The Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Local Authority, on the work at all times during progress, with authority to act for him.

SECTION 5. Permits and Licenses. The Contractor shall without additional expense to the Local Authority obtain all necessary permits, certificates, licenses, etc., for work outside the Local Authority property line including without limiting the generality of the foregoing, permits and certificates for the use of streets and sidewalks for protection of public traffic, connection to utility service lines, etc. The Contractor shall not be required to obtain building or other permits for work inside the Local Authority's property lines.

SECTION 6. Specifications and Drawings. The Contractor shall keep on the work a copy of the drawings and specifications, and shall at all times give the Local Authority 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 any case of discrepancy in the figures, drawings or specifications, the matter shall be immediately submitted to the Contracting Official, without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense. The Contracting Official shall furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided.

SECTION 7. Changes in Contract Work. Any alteration of the terms and/or conditions of the contract, specifications or drawings must be authorized in writing. The terms and/or conditions, specifications, drawings, or contract shall not be changed or modified except by supplemental written agreement or "change order" executed by the parties, which agreement or "change order" shall describe the change, fix the agreed lump sum value thereof, and/or the modification of the contract time if involved provided that in the event the parties cannot agree or should the Contracting Official or his authorized representative.

SECTION 7. Changes in Contract Work (Continued)

so elect, the Local Authority may authorize changes in the work by the issuance of a written "proceed order" authorizing the work and directing the contractor to proceed with the change subject to an equitable adjustment of the contract price and/or time (pending execution of a change order therefor). Such proceed order shall describe the change and stipulate the method of determining the value thereof.

SECTION 8. Changed Conditions. Should the Contractor encounter, or the Local Authority 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 inherent in work of the character provided for in the plans and specifications, the attention of the Contracting Official shall be called immediately to such conditions before they are disturbed. The Contracting Official shall thereupon promptly investigate the conditions, and if it finds that they do so materially differ, the Contract shall, with the written approval of the Contracting Official, or its duly authorized Contracting Official, be modified to provide for any increase or decrease of cost and/or difference in time resulting from such conditions.

SECTION 9. 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 Official, and the price stated in such order.

SECTION 10. Domestic and Foreign Material. It is understood and agreed that only such unmanufactured 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 shall be delivered pursuant to a Contract awarded as a result of this bid.

SECTION 11. Convict-made Materials. No materials manufactured or produced in a penal or correctional institution shall be incorporated in the project under this contract.

SECTION 12. Inspection and Review: (a) All material and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination and test by Local Authority 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 Local Authority 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 Local Authority 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 Section 26, titled "Termination", of these General Conditions of the Contract, the Contractor and surety being liable for any damage to the same extent as provided in said Section 26 for terminations thereunder.

SECTION 12. Inspection and Review. (Continued)

(b) The Local Authority, the PHA, and their authorized representatives and agents shall, at all times, have access to and be permitted to observe and review all work, materials, payrolls, records of personnel, conditions of employment, invoices of materials, contracts 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 Local Authority through its Contracting Official or his authorized representative.

(c) 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 Local Authority 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.

(d) Should it be considered necessary or advisable by the Local Authority at any time before final acceptance of an entire work to make an examination of work already completed, by removing and 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 subcontractor, 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 work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

(e) 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.

SECTION 13. 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 Official shall decide the question of equality. The Contractor shall furnish to the Contracting Official for 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

SECTION 13. Materials and Workmanship (Continued)

or when called for by the Contracting Official, the Contractor shall furnish the Contracting Official 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 Official may require the Contractor to remove from the work such employee as the Contracting Official deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the Contracting Official to be contrary to the interests of the Local Authority.

SECTION 14. 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 Official. 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 25 percent of the estimated amount until 30 days after final completion and acceptance of all work covered by the Contract.

(c) All material and work covered by partial payment made shall thereupon become the sole property of the Local Authority, 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 Local Authority 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 Local Authority with a release, if required, of all claims against the Local Authority 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.

SECTION 15. Progress Schedule and Periodical Estimates. Immediately after execution and delivery of the contract, the Contractor shall deliver to the Local Authority a progress schedule in form satisfactory to the Local Authority showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents. The Contractor shall also furnish on forms to be supplied by the Local Authority, (1) a detailed estimate giving a complete breakdown of the contract price and (2) periodical itemized estimates of work done for the purposes of making partial payments thereon. The values employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

SECTION 16. 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 material, 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 Local Authority free from any claims, liens, or charges and further agrees that neither he nor any person, firm or corporation furnishing any materials 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 any Contractor from installing metering devices and other equipment of utility companies or municipalities, the title to which is commonly retained by the utility company of the city. In the event of the installation of any metering device or equipment, the Contractor shall advise the Local Authority as to the owner thereof. Nothing contained in this section, 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 the law permitting such persons to look to funds due the Contractor in the hands of the Local Authority. The provisions of this section 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.

SECTION 17. Patents. The Contractor shall hold and save the Local Authority and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost 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 Local Authority, unless otherwise specifically stipulated in the Contract Documents.

SECTION 18. Care of 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. The Contractor shall be fully responsible for damages to, loss of, or theft of any materials, supplies, or equipment supplied to the Contractor by the Local Authority.

(b) The Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, etc., and to avoid damage thereto, and he shall at his own expense completely repair any damage thereto caused by his operations.

(c) Wherever required by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent and adjoining the site which are in any way affected by the excavations or other operations connected with the completion of the work under the Contract. Whenever any notice is required to be given by the Local Authority or the Contractor to any adjoining or adjacent landowner or other party before commencement of any work, such

SECTION 18. Care of Work (Continued)

notice shall be given by the Contractor. The Contractor shall indemnify the Local Authority and save it harmless 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 Local Authority may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

(d) In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Local Authority, is authorized to act at his discretion to prevent such threatened loss or injury; and he shall so act, if instructed to do so by the Contracting Official. Any compensation claimed by the Contractor on account of such emergency work shall be determined by the Contracting Official subject to appeal in case of dispute, as provided in Section 27, "Disputes of Fact", of these General Conditions.

SECTION 19. Accident Prevention. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, 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 Local Authority 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.

SECTION 20. Use of Premises. (a) The Contractor shall confine his apparatus, storage of materials, and construction operations to such limits as may be directed by the Contracting Official, and shall not unreasonably encumber the premises with his materials.

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

(c) The Contractor shall enforce any instructions of the Contracting Official regarding signs, advertising, fires, danger signals, barricades and smoking, and shall require all persons employed on the work to comply with all building, posted or institutional regulations while on the premises.

SECTION 21. Removal of Debris, Cleaning, Etc. The Contractor shall, as directed by the Contracting Official 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 of his equipment and unused materials provided for the work, and put the buildings and premises in a neat and clean condition.

SECTION 22. Final Inspection. When the work is substantially completed, the contractor shall notify the Local Authority 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 10 days prior to the date stated for final inspection.

SECTION 23. General Guaranty. (a) Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Local Authority shall constitute an acceptance of the work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the contract 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 completion of the contract work as determined by the Contracting Official, unless a longer period is specified in the Contract Documents. The Contracting Official will give notice of observed defects with reasonable promptness.

SECTION 24. Deduction for Uncorrected Work. If the Contracting Official deems it inexpedient to require the Contractor to correct work injured or not performed in accordance with the Contract Documents, an equitable deduction from the contract price shall be made by agreement between the Contractor and the Contracting Official subject to appeal by the Contractor, in case of dispute, as provided in Section 27, "Disputes of Fact", GENERAL CONDITIONS.

SECTION 25. Interest of Member of Congress. No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit to arise therefrom provided this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

SECTION 26. Termination of Contract. The Local Authority may at any time by written notice terminate this contract, in whole or in part, by reason of Contractor's default or for convenience of the Local Authority. In such event, the compensation, if any, due the Contractor shall be equitably adjusted by the Local Authority, such adjustment to be final unless Contractor within 10 days after receipt of notice thereof makes written protest. Protest shall be determined by Contracting Official, whose decision shall be final subject only to appeal under Section 27, "Disputes of Fact" of these GENERAL CONDITIONS.

SECTION 27. Disputes of Fact. Except as otherwise specifically provided in this contract, disputes concerning questions of fact under this contract which are not disposed of by mutual agreement, shall be decided by the Contracting Official, who shall mail Contractor a written notification of determination. Within 30 days from said mailing, the Contractor may appeal to the Director of the San Francisco Field Office, Public Housing Administration, whose decision shall be final and conclusive. Pending decision of a dispute hereunder, Contractor shall diligently proceed with performance of this Contract.

PART FOUR - SPECIAL CONDITIONS
(Pages 17 to 24, Inclusive)

SECTION 1. Drawings. Contract drawings, maps and specifications will be furnished the Contractor without charge. The work shall conform to the drawings listed on SCHEDULE "A" attached to and forming a part of these SPECIAL CONDITIONS, and are available in the office of the Contracting Official.

SECTION 2. Wage Rates - Salaries - Certification. (a) The contractor and each subcontractor shall pay to all laborers or mechanics employed or working upon the site of the project not less than the wages prevailing in the locality of the project, as predetermined by the Secretary of Labor of the United States pursuant to the Davis-Bacon Act (Title 40, U.S.C. Section 276a - 276a-5).

(b) All laborers and mechanics employed or working upon the site of the project shall be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the 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 a wage determination decision of the Secretary of Labor of the United States, the substance of which is attached in Schedule "B", attached to and forming a part of these SPECIAL CONDITIONS, 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.

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

(d) The Local Authority will not make any payment under this contract unless and until the Contracting Official has received an affidavit from the Contractor that such contractor and each of his subcontractors has made payment to each class of employees in compliance with the applicable provisions of (a) and (b) of this Section.

SECTION 2. Wage Rates - Salaries - Certification (Continued)

(e) Apprentices shall be employed for work upon the site only under a bona-fide apprenticeship program registered with a State Apprenticeship Council which is recognized by the Federal Committee on Apprenticeship, United States Department of Labor, or if no such recognized council exists in a State, under a program registered with the Bureau of Apprenticeship, United States Department of Labor.

(f) No laborer or mechanic employed or working upon the site 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.

(g) It is warranted and affirmed by the contractor that he has informed himself as to the local labor conditions such as the length of the work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates. The contractor shall abide by and conform to all applicable laws, executive orders, rules and regulations and orders of Federal agencies authorized to pass upon and determine such rates. No increase in Contract price shall be allowed or authorized on account of compensation or premium time compensation paid at rates in excess of those authorized herein. Overtime employment shall be at the expense of the contractor.

(h) If, after the award of the contract, it becomes necessary to employ any person in a trade or occupation not classified in Schedule "B" attached to and forming a part of these SPECIAL CONDITIONS, such person shall be paid at not less than such rate as shall be determined by the Secretary of Labor and such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. The Contractor shall notify the Contracting Official of his intention to employ persons in trades or occupations not classified in sufficient time for the Local Authority to obtain approved rates for such trades or occupations.

(i) The wage rates, if any, specified for apprentices shall apply only to persons working with the tools of the trade they are learning under the direct supervision of journeymen mechanics in the ratio of apprentices to journeymen which is found by the Local Authority and the PHA to be prevailing in the locality for the trades or occupations involved. The Terms and Conditions of employment of the Apprentice shall conform to the Standards recognized by the United States Department of Labor and established by joint committees of employers and employees and the Contractor shall comply with existing State Laws governing the employment of apprentices.

SECTION 3. Hours of Work. Laborers and Mechanics shall not be permitted to work more than 8 hours a day or 40 hours a week unless such employees are paid at least time and one-half for hours of work in excess of the limits prescribed above.

SECTION 4. Qualifications for Employment. (a) No person under the age of sixteen (16) years and no person undergoing sentence of imprisonment at hard labor shall be employed in the course of the work. No person whose age or physical condition is such as to make his employment dangerous to his health and safety or to the health and safety of others shall be employed in the work contemplated by this Contract: 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 sub-contracts.

(c) The Contractor and each subcontractor shall extend to every person who performs for him the work of a laborer or mechanic on the Project, or on any part thereof, or in any connection therewith, the benefits of the labor and wage provisions of this Contract regardless of any contractual relationship between the Contractor and such persons, or between any subcontractor and such person.

SECTION 5. Weekly Payments. Every employee of the Contractor or subcontractor shall be paid in full less deductions made mandatory by law not less often than once each week and in lawful money of the United States, or by Check if the Contractor provides or secures convenient and satisfactory facilities approved by the Contracting Official for the cashing of 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 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.

SECTION 6. Non-Rebate of Wages - Payrolls. (a) The contractor agrees to comply with the regulations, rulings, and interpretations of the Secretary of Labor of the United States, pursuant to the Anti-Kickback Act (Title 18, U.S.C., Section 874 and Title 40, U.S.C., Section 276e) which makes it unlawful to induce any person employed in the construction or repair of public buildings or public works to give up any part of the compensation to which he is entitled under his contract of employment; and the contractor agrees to insert a like provision in all subcontracts hereunder.

SECTION 6 Non-Rebate of Wages - Payrolls (Continued)

(b) Payroll records shall be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics employed or working on the site of the Project. Such records shall 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 shall submit weekly to the Local Authority such copies and summaries (on forms furnished by the Local Authority) of all his payrolls and those of each of his subcontractors, as the Local Authority or the PHA may require. Each payroll and summary shall be accompanied by an affidavit to the effect that (1) such payroll is correct and complete, (2) the wage rates contained therein are not less than those determined by the Secretary of Labor of the United States, and (3) the classifications set forth for each laborer or mechanic conform with the work performed. The Contractor shall make his employment records available for inspection by authorized representatives of the Local Authority, the PHA and the United States Department of Labor, and shall permit such representative to interview employees during working hours on the job.

(c) In addition to the requirements of law stated above, the Contractor shall, not later than the 7th day following the payment of wages, submit to the Local Authority two certified legible copies of his own payroll and those of each of his subcontractors, on forms furnished by the Local Authority. This is in addition to the affidavit required under subparagraph (a) hereof.

(d) The Contractor shall also furnish to the Contracting Official any other information or certification relating to employees in such form as the Local Authority may request.

SECTION 7. Reports to the United States Department of Labor.

The Contractor and each subcontractor shall furnish to the United States Department of Labor the names and addresses of all their subcontractors on the work at the earliest date practicable, and shall report monthly to the Secretary of Labor of the United States, (within five days after the close of each calendar month, on forms to be furnished by the United States Department of Labor), as to the number of persons on their respective payrolls on the particular project, the aggregate amount of such payrolls, the total man hours worked, and itemized expenditures for materials.

SECTION 8. Labor Disputes. In the event any labor dispute concerning prevailing wage rates and/or classifications cannot be adjusted by the Contracting Official, the question and the information, together with the Contracting Official's recommendation thereon, shall be referred for determination to the PHA

SECTION 9 Wage Claims and Adjustments. In cases of underpayment of wages to any laborer or mechanic, the Local Authority may withhold from such contractor out of payments due, an amount sufficient to pay persons employed on the work covered by the contract the difference between the salaries or wages required to be paid under the contract and the salaries or wages actually paid such employers for the total number of hours worked, and the amounts withheld may be disbursed by the Local Authority for and on account of the contractor or the subcontractor to the respective employees to whom they are due. The Local Authority shall in cases of such underpayment withhold such monies: Provided, That the Local Authority shall not be considered in default under this Section if it has in good faith made payments to the contractor in reliance upon an affidavit of the contractor that the salaries and wages required under his contract have actually been paid.

SECTION 10. Contract Security. The Contractor shall furnish Performance and Labor and Material Bonds in form satisfactory to the Local Authority, each in an amount at least equal to 50 percent of the contract price as security for the faithful performance of this contract and for the payment of all persons performing labor and furnishing materials in connection with this contract.

SECTION 11. Insurance. (a) The Contractor shall provide adequate workmen's compensation insurance for all labor employed under this Contract on the Project who may come within the protection of workmen's compensation laws and shall provide, where practicable, employer's general liability insurance for the benefit of his employees not protected by such compensation laws, and proof of such insurance satisfactory to the Contracting Official shall be given. Said insurance shall be written with such company as may be acceptable to the Contracting Official. Satisfactory certificates of said insurance shall be filed with the Contracting Official in triplicate prior to the commencement of operations by the Contractor. The Contractor will be charged with the responsibility for proper and adequate workmen's compensation coverage for all his subcontract operations, and in the event the Contractor's policy does not cover each and every subcontractor, certificates of insurance issued on policies by companies that may be acceptable to the Contracting Official, covering each and every subcontractor, shall be filed with the Contracting Official prior to the commencement of such subcontract operations. (See Act of June 25, 1936 Public No. 814, 74th Congress, 49 Stat. 1938, 40 U.S.C.A. 290).

(b) The Contractor shall provide adequate workmen's Compensation Insurance in compliance with State Laws. The Contractor shall also carry Contractor's Public Liability Insurance against injury to members of the public from accidents which may arise in the performance of the work under this contract. Such insurance shall be in the amount of \$10,000 for the injury of one person in one accident.

SECTION 11. Insurance (Continued)

(c) In the event the form of any policy or certificate, or the amount of the insurance or the companies writing same, are not satisfactory to the Contracting Official, the Contractor shall obtain other policies or certificates in form and amount, and with companies satisfactory to the Contracting Official. The Contractor shall not cause any policy to be cancelled or permit it to lapse, and all policies shall include a clause to the effect that the policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the Contracting Official stating when, not less than 10 days thereafter, such cancellation or reduction shall be effective. All certificates of insurance shall contain true transcripts from the policy, authenticated by the proper officer of the insurer, evidencing in particular those insured, the extent of the insurance, and the location and operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

(d) If the Contractor has fully satisfied the Contracting Official of his responsibility and capacity under the applicable workmen's compensation laws, if any, to act as self-insurer, he may so act, and in such a case, the insurance required by Paragraph "a" of this section need not be provided.

SECTION 12. Contract Termination for Violation of Wage Provisions. This contract may be terminated by the Local Authority upon default by the Contractor of any of the provisions of Sections 2, 6, 7, 8 and 9 of these SPECIAL CONDITIONS.

SECTION 13. Liquidated Damages. As actual damages for delay in the completion are impossible of determination, the Contractor and his sureties shall be liable for and shall pay to the Local Authority the sum of _____ (\$ _____) as fixed, agreed and liquidated damages for each calendar day of delay not beyond the control of the Contractor as determined by the Local Authority subject to approval of the Director of the San Francisco Field Office, Public Housing Administration, until all work is completed and accepted.

TECHNICAL PROVISIONS

SECTION 1. Scope. It is required that there be constructed and completed in accordance with the following specifications, road surfacing and repair at the Caldwell Farm Labor Housing Project 10-36, near Caldwell, Idaho.

SECTION 2. Description of Work. The work will consist principally of preparation and surfacing approximately $1\frac{1}{2}$ miles of roads and driveways, and a seal coating only to approximately $\frac{1}{2}$ mile.

(a) Preparation of road bed. Before any surfacing is placed, the road bed shall be graded to a uniform shape with shoulders, side slopes and side ditches graded and cleaned. This work shall be performed with a blade grader. Any soft spots or areas where the road is filled to a depth greater than 4 (four) inches shall be rolled with a smooth wheel, 3-wheel or tandem, self-propelled type roller.

(b) Asphalt Surface Treatment. Prime coat MC-1, SC-1 or RC-1, (at contractors option), penetration asphalt applied at $\frac{1}{2}$ gallon per square yard.

Idaho Specification road mix gravel 3/4 minus to a depth of 1 to $1\frac{1}{2}$ inches, rolled to smooth contour.

Seal coat, MC-4, MC-5, RC-4 or RC-5 (at contractors option) asphalt to be applied at $\frac{1}{2}$ gallon per square yard.

Cover coat material shall be class 2, 3, 4 or 6 (at contractors option), applied at 40 pounds per square yard. Cover to be rolled after placing.

(c) Quantity. There shall be not less than 14,000 square yards of road surface.

Invitation to Bid No. _____

Date: _____

Contract No. _____

SCHEDULE "B"

(See Section 2, PART FOUR, SPECIAL CONDITIONS)

SCHEDULE OF CLASSIFICATIONS AND WAGE RATES

<u>CLASSIFICATION</u>	<u>RATE PER HOUR</u>
Asphalt crews, rakers, spreaders, asphalt laborers, tampers	\$ 1. ⁴⁵ 50
Asphalt box, mixer box, retort or pugmill, distributor leverman	1. ⁴⁵ 80
Truck Drivers: .	
Dump Truck:	
Over 4 yds, less than 8 yds	1. ⁴⁵ 70
Power Equipment Operators:	
Motor Patrol	1.60 2.15
Rollers, subgrade and surfacing	1.80 45

CONTRACT AWARD

THIS CONTRACT, Made and entered into this 20th day of September 1951, by and between the NAMPA ASPHALT & PAVING, General Contractor and the HOUSING AUTHORITY OF THE CITY OF CALDWELL, IDAHO, a quasi-public body.

NOW THEREFOR, subject to the conditions and provisions thereof, the aforesaid General Contractor hereby agrees to furnish the aforesaid Quasi-public Body all labor, materials, equipment, and to perform the specified work required thereof and to proceed for the sum of Fifty Cents (\$.50) per square yard of Asphalt Surface Treatment on more or less Fifteen Thousand Eight Hundred Forty (15,840) square yards of road surface located in the Caldwell Farm Labor Housing Project, in strict accordance with the Contract Documents, which include specifications and plans consisting of (1) General Conditions, and (2) Special Conditions, and (3) Technical Provisions and Wage Rates respectively.

NAMPA ASPHALT & PAVING

By E. P. Robert
(Contractor)

HOUSING AUTHORITY OF THE
CITY OF CALDWELL, IDAHO

By Delmer C. Wright
(Executive Director)

WITNESSES:

Raymond A. H.
(Secretary)

PART THREE - GENERAL CONDITIONS
(Pages 10 to 16, Inclusive)

SECTION 1. Definitions. The term PHA means the Public Housing Administration, successor in interest to the United States Housing Authority under Reorganization Plan 3 of 1947, an Agency and instrumentality of the United States of America created by the United States Housing Act of 1937 (Public No. 412, 75th Congress), as amended. However, nothing in the Contract shall be construed to create any contractual relation between the Contractor and PHA.

SECTION 2. Assignment. Neither this contract nor any part thereof shall be assigned by the Contractor to any person, firm, or corporation without the prior written approval of the Local Authority to such assignment. This provision shall not preclude the Contractor from sub-letting parts of the work in accordance with the general practice of the building trades.

SECTION 3. Supervision of Contract Work. The work shall be under the general direction of the Local Authority through its Contracting Official or his authorized representative.

SECTION 4. Superintendence of Contract Work. The Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Local Authority, on the work at all times during progress, with authority to act for him.

SECTION 5. Permits and Licenses. The Contractor shall without additional expense to the Local Authority obtain all necessary permits, certificates, licenses, etc., for work outside the Local Authority property line including without limiting the generality of the foregoing, permits and certificates for the use of streets and sidewalks for protection of public traffic, connection to utility service lines, etc. The Contractor shall not be required to obtain building or other permits for work inside the Local Authority's property lines.

SECTION 6. Specifications and Drawings. The Contractor shall keep on the work a copy of the drawings and specifications, and shall at all times give the Local Authority 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 any case of discrepancy in the figures, drawings or specifications, the matter shall be immediately submitted to the Contracting Official, without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense. The Contracting Official shall furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided.

SECTION 7. Changes in Contract Work. Any alteration of the terms and/or conditions of the contract, specifications or drawings must be authorized in writing. The terms and/or conditions, specifications, drawings, or contract shall not be changed or modified except by supplemental written agreement or "change order" executed by the parties, which agreement or "change order" shall describe the change, fix the agreed lump sum value thereof, and/or the modification of the contract time if involved provided that in the event the parties cannot agree or should the Contracting Official or his authorized representative.

SECTION 7. Changes in Contract Work (Continued)

so elect, the Local Authority may authorize changes in the work by the issuance of a written "proceed order" authorizing the work and directing the contractor to proceed with the change subject to an equitable adjustment of the contract price and/or time (pending execution of a change order therefor). Such proceed order shall describe the change and stipulate the method of determining the value thereof.

SECTION 8. Changed Conditions. Should the Contractor encounter, or the Local Authority 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 inherent in work of the character provided for in the plans and specifications, the attention of the Contracting Official shall be called immediately to such conditions before they are disturbed. The Contracting Official shall thereupon promptly investigate the conditions, and if it finds that they do so materially differ, the Contract shall, with the written approval of the Contracting Official, or its duly authorized Contracting Official, be modified to provide for any increase or decrease of cost and/or difference in time resulting from such conditions.

SECTION 9. 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 Official, and the price stated in such order.

SECTION 10. Domestic and Foreign Material. It is understood and agreed that only such unmanufactured 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 shall be delivered pursuant to a Contract awarded as a result of this bid.

SECTION 11. Convict-made Materials. No materials manufactured or produced in a penal or correctional institution shall be incorporated in the project under this contract.

SECTION 12. Inspection and Review. (a) All material and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination and test by Local Authority 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 Local Authority 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 Local Authority 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 Section 26, titled "Termination", of these General Conditions of the Contract, the Contractor and surety being liable for any damage to the same extent as provided in said Section 26 for terminations thereunder.

SECTION 12. Inspection and Review. (Continued)

(b) The Local Authority, the PHA, and their authorized representatives and agents shall, at all times, have access to and be permitted to observe and review all work, materials, payrolls, records of personnel, conditions of employment, invoices of materials, contracts 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 Local Authority through its Contracting Official or his authorized representative.

(c) 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 Local Authority 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.

(d) Should it be considered necessary or advisable by the Local Authority at any time before final acceptance of an entire work to make an examination of work already completed, by removing and 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 subcontractor, 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 work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

(e) 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.

SECTION 13. 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 Official shall decide the question of equality. The Contractor shall furnish to the Contracting Official for 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

SECTION 13. Materials and Workmanship (Continued)

or when called for by the Contracting Official, the Contractor shall furnish the Contracting Official 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 Official may require the Contractor to remove from the work such employee as the Contracting Official deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the Contracting Official to be contrary to the interests of the Local Authority.

SECTION 14. 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 Official. 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 25 percent of the estimated amount until 30 days after final completion and acceptance of all work covered by the Contract.

(c) All material and work covered by partial payment made shall thereupon become the sole property of the Local Authority, 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 Local Authority 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 Local Authority with a release, if required, of all claims against the Local Authority 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.

SECTION 15. Progress Schedule and Periodical Estimates. Immediately after execution and delivery of the contract, the Contractor shall deliver to the Local Authority a progress schedule in form satisfactory to the Local Authority showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents. The Contractor shall also furnish on forms to be supplied by the Local Authority, (1) a detailed estimate giving a complete breakdown of the contract price and (2) periodical itemized estimates of work done for the purposes of making partial payments thereon. The values employed in making up any of those schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

SECTION 16. 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 material, 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 Local Authority free from any claims, liens, or charges and further agrees that neither he nor any person, firm or corporation furnishing any materials 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 any Contractor from installing metering devices and other equipment of utility companies or municipalities, the title to which is commonly retained by the utility company of the city. In the event of the installation of any metering device or equipment, the Contractor shall advise the Local Authority as to the owner thereof. Nothing contained in this section, 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 the law permitting such persons to look to funds due the Contractor in the hands of the Local Authority. The provisions of this section 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.

SECTION 17. Patents. The Contractor shall hold and save the Local Authority and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost 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 Local Authority, unless otherwise specifically stipulated in the Contract Documents.

SECTION 18. Care of 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. The Contractor shall be fully responsible for damages to, loss of, or theft of any materials, supplies, or equipment supplied to the Contractor by the Local Authority.

(b) The Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, etc., and to avoid damage thereto, and he shall at his own expense completely repair any damage thereto caused by his operations.

(c) Wherever required by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent and adjoining the site which are in any way affected by the excavations or other operations connected with the completion of the work under the Contract. Whenever any notice is required to be given by the Local Authority or the Contractor to any adjoining or adjacent landowner or other party before commencement of any work, such

SECTION 18. Care of Work (Continued)

notice shall be given by the Contractor. The Contractor shall indemnify the Local Authority and save it harmless 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 Local Authority may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

(d) In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Local Authority, is authorized to act at his discretion to prevent such threatened loss or injury; and he shall so act, if instructed to do so by the Contracting Official. Any compensation claimed by the Contractor on account of such emergency work shall be determined by the Contracting Official subject to appeal in case of dispute, as provided in Section 27, "Disputes of Fact", of these General Conditions.

SECTION 19. Accident Prevention. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, 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 Local Authority 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.

SECTION 20. Use of Premises. (a) The Contractor shall confine his apparatus, storage of materials, and construction operations to such limits as may be directed by the Contracting Official, and shall not unreasonably encumber the premises with his materials.

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

(c) The Contractor shall enforce any instructions of the Contracting Official regarding signs, advertising, fires, danger signals, barricades and smoking, and shall require all persons employed on the work to comply with all building, posted or institutional regulations while on the premises.

SECTION 21. Removal of Debris, Cleaning, Etc. The Contractor shall, as directed by the Contracting Official 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 of his equipment and unused materials provided for the work, and put the buildings and premises in a neat and clean condition.

SECTION 22. Final Inspection. When the work is substantially completed, the contractor shall notify the Local Authority 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 10 days prior to the date stated for final inspection.

SECTION 23. General Guaranty. (a) Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Local Authority shall constitute an acceptance of the work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the contract 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 completion of the contract work as determined by the Contracting Official, unless a longer period is specified in the Contract Documents. The Contracting Official will give notice of observed defects with reasonable promptness.

SECTION 24. Deduction for Uncorrected Work. If the Contracting Official deems it inexpedient to require the Contractor to correct work injured or not performed in accordance with the Contract Documents, an equitable deduction from the contract price shall be made by agreement between the Contractor and the Contracting Official subject to appeal by the Contractor, in case of dispute, as provided in Section 27, "Disputes of Fact", GENERAL CONDITIONS.

SECTION 25. Interest of Member of Congress. No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit to arise therefrom provided this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

SECTION 26. Termination of Contract. The Local Authority may at any time by written notice terminate this contract, in whole or in part, by reason of Contractor's default or for convenience of the Local Authority. In such event, the compensation, if any, due the Contractor shall be equitably adjusted by the Local Authority, such adjustment to be final unless Contractor within 10 days after receipt of notice thereof makes written protest. Protest shall be determined by Contracting Official, whose decision shall be final subject only to appeal under Section 27, "Disputes of Fact" of these GENERAL CONDITIONS.

SECTION 27. Disputes of Fact. Except as otherwise specifically provided in this contract, disputes concerning questions of fact under this contract which are not disposed of by mutual agreement, shall be decided by the Contracting Official, who shall mail Contractor a written notification of determination. Within 30 days from said mailing, the Contractor may appeal to the Director of the San Francisco Field Office, Public Housing Administration, whose decision shall be final and conclusive. Pending decision of a dispute hereunder, Contractor shall diligently proceed with performance of this Contract.

PART FOUR - SPECIAL CONDITIONS
(Pages 17 to 24, Inclusive)

SECTION 1. Drawings. Contract drawings, maps and specifications will be furnished the Contractor without charge. The work shall conform to the drawings listed on SCHEDULE "A" attached to and forming a part of these SPECIAL CONDITIONS, and are available in the office of the Contracting Official.

SECTION 2. Wage Rates - Salaries - Certification. (a) The contractor and each subcontractor shall pay to all laborers or mechanics employed or working upon the site of the project not less than the wages prevailing in the locality of the project, as predetermined by the Secretary of Labor of the United States pursuant to the Davis-Bacon Act (Title 40, U.S.C. Section 276a - 276a-5).

(b) All laborers and mechanics employed or working upon the site of the project shall be paid unconditionally, and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the 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 a wage determination decision of the Secretary of Labor of the United States, the substance of which is attached in Schedule "B", attached to and forming a part of these SPECIAL CONDITIONS, 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.

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

(d) The Local Authority will not make any payment under this contract unless and until the Contracting Official has received an affidavit from the Contractor that such contractor and each of his subcontractors has made payment to each class of employees in compliance with the applicable provisions of (a) and (b) of this Section.

SECTION 2. Wage Rates - Salaries - Certification (Continued)

(e) Apprentices shall be employed for work upon the site only under a bona-fide apprenticeship program registered with a State Apprenticeship Council which is recognized by the Federal Committee on Apprenticeship, United States Department of Labor, or if no such recognized council exists in a State, under a program registered with the Bureau of Apprenticeship, United States Department of Labor.

(f) No laborer or mechanic employed or working upon the site 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.

(g) It is warranted and affirmed by the contractor that he has informed himself as to the local labor conditions such as the length of the work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates. The contractor shall abide by and conform to all applicable laws, executive orders, rules and regulations and orders of Federal Agencies authorized to pass upon and determine such rates. No increase in Contract price shall be allowed or authorized on account of compensation or premium time compensation paid at rates in excess of those authorized herein. Overtime employment shall be at the expense of the contractor.

(h) If, after the award of the contract, it becomes necessary to employ any person in a trade or occupation not classified in Schedule "B" attached to and forming a part of these SPECIAL CONDITIONS, such person shall be paid at not less than such rate as shall be determined by the Secretary of Labor and such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. The Contractor shall notify the Contracting Official of his intention to employ persons in trades or occupations not classified in sufficient time for the Local Authority to obtain approved rates for such trades or occupations.

(i) The wage rates, if any, specified for apprentices shall apply only to persons working with the tools of the trade they are learning under the direct supervision of journeymen mechanics in the ratio of apprentices to journeymen which is found by the Local Authority and the PHA to be prevailing in the locality for the trades or occupations involved. The Terms and Conditions of employment of the Apprentice shall conform to the Standards recognized by the United States Department of Labor and established by joint committees of employers and employees and the Contractor shall comply with existing State Laws governing the employment of apprentices.

SECTION 3. Hours of Work. Laborers and Mechanics shall not be permitted to work more than 8 hours a day or 40 hours a week unless such employees are paid at least time and one-half for hours of work in excess of the limits prescribed above.

SECTION 4. Qualifications for Employment. (a) No person under the age of sixteen (16) years and no person undergoing sentence of imprisonment at hard labor shall be employed in the course of the work. No person whose age or physical condition is such as to make his employment dangerous to his health and safety or to the health and safety of others shall be employed in the work contemplated by this Contract: 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 sub-contracts.

(c) The Contractor and each subcontractor shall extend to every person who performs for him the work of a laborer or mechanic on the Project, or on any part thereof, or in any connection therewith, the benefits of the labor and wage provisions of this Contract regardless of any contractual relationship between the Contractor and such persons, or between any subcontractor and such person.

SECTION 5. Weekly Payments. Every employee of the Contractor or subcontractor shall be paid in full less deductions made mandatory by law not less often than once each week and in lawful money of the United States, or by Check if the Contractor provides or secures convenient and satisfactory facilities approved by the Contracting Official for the cashing of 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 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.

SECTION 6. Non-Rebate of Wages - Payrolls. (a) The contractor agrees to comply with the regulations, rulings, and interpretations of the Secretary of Labor of the United States, pursuant to the Anti-Kickback Act (Title 18, U.S.C., Section 874 and Title 40, U.S.C., Section 276c) which makes it unlawful to induce any person employed in the construction or repair of public buildings or public works to give up any part of the compensation to which he is entitled under his contract of employment; and the contractor agrees to insert a like provision in all subcontracts hereunder.

SECTION 6 Non-Rebate of Wages - Payrolls (Continued)

(b) Payroll records shall be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics employed or working on the site of the Project. Such records shall 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 shall submit weekly to the Local Authority such copies and summaries (on forms furnished by the Local Authority) of all his payrolls and those of each of his subcontractors, as the Local Authority or the PHA may require. Each payroll and summary shall be accompanied by an affidavit to the effect that (1) such payroll is correct and complete, (2) the wage rates contained therein are not less than those determined by the Secretary of Labor of the United States, and (3) the classifications set forth for each laborer or mechanic conform with the work performed. The Contractor shall make his employment records available for inspection by authorized representatives of the Local Authority, the PHA and the United States Department of Labor, and shall permit such representative to interview employees during working hours on the job.

(c) In addition to the requirements of law stated above, the Contractor shall, not later than the 7th day following the payment of wages, submit to the Local Authority two certified legible copies of his own payroll and those of each of his subcontractors, on forms furnished by the Local Authority. This is in addition to the affidavit required under subparagraph (a) hereof.

(d) The Contractor shall also furnish to the Contracting Official any other information or certification relating to employees in such form as the Local Authority may request.

SECTION 7. Reports to the United States Department of Labor.

The Contractor and each subcontractor shall furnish to the United States Department of Labor the names and addresses of all their subcontractors on the work at the earliest date practicable, and shall report monthly to the Secretary of Labor of the United States, (within five days after the close of each calendar month, on forms to be furnished by the United States Department of Labor), as to the number of persons on their respective payrolls on the particular project, the aggregate amount of such payrolls, the total man hours worked, and itemized expenditures for materials.

SECTION 8. Labor Disputes. In the event any labor dispute concerning prevailing wage rates and/or classifications cannot be adjusted by the Contracting Official, the question and the information, together with the Contracting Official's recommendation thereon, shall be referred for determination to the PHA

SECTION 9 Wage Claims and Adjustments. In cases of underpayment of wages to any laborer or mechanic, the Local Authority may withhold from such contractor out of payments due, an amount sufficient to pay persons employed on the work covered by the contract the difference between the salaries or wages required to be paid under the contract and the salaries or wages actually paid such employers for the total number of hours worked, and the amounts withheld may be disbursed by the Local Authority for and on account of the contractor or the subcontractor to the respective employees to whom they are due. The Local Authority shall in cases of such underpayment withhold such monies: Provided, That the Local Authority shall not be considered in default under this Section if it has in good faith made payments to the contractor in reliance upon an affidavit of the contractor that the salaries and wages required under his contract have actually been paid.

SECTION 10. Contract Security. The Contractor shall furnish Performance and Labor and Material Bonds in form satisfactory to the Local Authority, each in an amount at least equal to 50 percent of the contract price as security for the faithful performance of this contract and for the payment of all persons performing labor and furnishing materials in connection with this contract.

SECTION 11. Insurance. (a) The Contractor shall provide adequate workmen's compensation insurance for all labor employed under this Contract on the Project who may come within the protection of workmen's compensation laws and shall provide, where practicable, employer's general liability insurance for the benefit of his employees not protected by such compensation laws, and proof of such insurance satisfactory to the Contracting Official shall be given. Said insurance shall be written with such company as may be acceptable to the Contracting Official. Satisfactory certificates of said insurance shall be filed with the Contracting Official in triplicate prior to the commencement of operations by the Contractor. The Contractor will be charged with the responsibility for proper and adequate workmen's compensation coverage for all his subcontract operations, and in the event the Contractor's policy does not cover each and every subcontractor, certificates of insurance issued on policies by companies that may be acceptable to the Contracting Official, covering each and every subcontractor, shall be filed with the Contracting Official prior to the commencement of such subcontract operations. (See Act of June 25, 1936 Public No. 814, 74th Congress, 49 Stat. 1938, 40 U.S.C.A. 290).

(b) The Contractor shall provide adequate workmen's Compensation Insurance in compliance with State Laws. The Contractor shall also carry Contractor's Public Liability Insurance against injury to members of the public from accidents which may arise in the performance of the work under this contract. Such insurance shall be in the amount of \$10,000 for the injury of one person in one accident.

SECTION 11. Insurance (Continued)

(c) In the event the form of any policy or certificate, or the amount of the insurance or the companies writing same, are not satisfactory to the Contracting Official, the Contractor shall obtain other policies or certificates in form and amount, and with companies satisfactory to the Contracting Official. The Contractor shall not cause any policy to be cancelled or permit it to lapse, and all policies shall include a clause to the effect that the policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the Contracting Official stating when, not less than 10 days thereafter, such cancellation or reduction shall be effective. All certificates of insurance shall contain true transcripts from the policy, authenticated by the proper officer of the insurer, evidencing in particular those insured, the extent of the insurance, and the location and operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

(d) If the Contractor has fully satisfied the Contracting Official of his responsibility and capacity under the applicable workmen's compensation laws, if any, to act as self-insurer, he may so act, and in such a case, the insurance required by Paragraph "a" of this section need not be provided.

SECTION 12. Contract Termination for Violation of Wage Provisions. This contract may be terminated by the Local Authority upon default by the Contractor of any of the provisions of Sections 2, 6, 7, 8 and 9 of these SPECIAL CONDITIONS.

SECTION 13. Liquidated Damages. As actual damages for delay in the completion are impossible of determination, the Contractor and his sureties shall be liable for and shall pay to the Local Authority the sum of _____ (\$ _____) as fixed, agreed and liquidated damages for each calendar day of delay not beyond the control of the Contractor as determined by the Local Authority subject to approval of the Director of the San Francisco Field Office, Public Housing Administration, until all work is completed and accepted.

TECHNICAL PROVISIONS

SECTION 1. Scope. It is required that there be constructed and completed in accordance with the following specifications, road surfacing and repair at the Caldwell Farm Labor Housing Project 10-26, near Caldwell, Idaho.

SECTION 2. Description of Work. The work will consist principally of preparation and surfacing approximately $1\frac{1}{2}$ miles of roads and driveways, and a seal coating only to approximately $\frac{1}{2}$ mile.

(a) Preparation of road bed. Before any surfacing is placed, the road bed shall be graded to a uniform shape with shoulders, side slopes and side ditches graded and cleaned. This work shall be performed with a blade grader. Any soft spots or areas where the road is filled to a depth greater than 4 (four) inches shall be rolled with a smooth wheel, 3-wheel or tandem, self-propelled type roller.

(b) Asphalt Surface Treatment. Prime coat MC-1, SC-1 or RC-1, (at contractors option), penetration asphalt applied at $\frac{1}{2}$ gallon per square yard.

Idaho Specification road mix gravel 3/4 minus to a depth of 1 to $1\frac{1}{2}$ inches, rolled to smooth contour.

Seal coat, MC-4, MC-5, RC-4 or RC-5 (at contractors option) asphalt to be applied at $\frac{1}{2}$ gallon per square yard.

Cover coat material shall be class 2, 3, 4 or 6 (at contractors option), applied at 40 pounds per square yard. Cover to be rolled after placing.

(c) Quantity. There shall be not less than 14,000 square yards of road surface.

Invitation to Bid No. _____

Date: _____

Contract No. _____

SCHEDULE "B"

(See Section 2, PART FOUR, SPECIAL CONDITIONS)

SCHEDULE OF CLASSIFICATIONS AND WAGE RATES

<u>CLASSIFICATION</u>	<u>RATE PER HOUR</u>
Asphalt crews, rakers, spreaders, asphalt laborers, tampers	\$ 1.60 ⁴⁵
Asphalt box, mixer box, retort or pugmill, distributor leverman	1.80 ⁴⁵
Truck Drivers:	
Dump Truck	
Over 4 yds, less than 8 yds.	1.70 ⁴⁵
Power Equipment Operators:	
Motor Patrol	2.15 ⁴⁵
Rollers, subgrade and surfacing	1.80 ⁴⁵

CONTRACT AWARD

THIS CONTRACT, Made and entered into this 20th day of September 1951, by and between the HAMPA ASPHALT & PAVING, General Contractor and the HOUSING AUTHORITY OF THE CITY OF CALDWELL, IDAHO, a quasi-public body.

NOW THEREFOR, subject to the conditions and provisions thereof, the aforesaid General Contractor hereby agrees to furnish the aforesaid Quasi-public Body all labor, materials, equipment, and to perform the specified work required thereof and to proceed for the sum of Fifty Cents (\$.50) per square yard of Asphalt Surface Treatment on more or less Fifteen Thousand Eight Hundred Forty (15,840) square yards of road surface located in the Caldwell Farm Labor Housing Project, in strict accordance with the Contract Documents, which include specifications and plans consisting of (1) General Conditions, and (2) Special Conditions, and (3) Technical Provisions and Wage Rates respectively.

HAMPA ASPHALT & PAVING

By E. R. R. R. R.
(Contractor)

HOUSING AUTHORITY OF THE
CITY OF CALDWELL, IDAHO

By Delmer Wright
(Executive Director)

ATTEST:

Ray C. Ott
(Secretary)

PART THREE - GENERAL CONDITIONS
(Pages 10 to 16, Inclusive)

SECTION 1. Definitions. The term PHA means the Public Housing Administration, successor in interest to the United States Housing Authority under Reorganization Plan 3 of 1947, an Agency and instrumentality of the United States of America created by the United States Housing Act of 1937 (Public No. 412, 75th Congress), as amended. However, nothing in the Contract shall be construed to create any contractual relation between the Contractor and PHA.

SECTION 2. Assignment. Neither this contract nor any part thereof shall be assigned by the Contractor to any person, firm, or corporation without the prior written approval of the Local Authority to such assignment. This provision shall not preclude the Contractor from sub-letting parts of the work in accordance with the general practice of the building trades.

SECTION 3. Supervision of Contract Work. The work shall be under the general direction of the Local Authority through its Contracting Official or his authorized representative.

SECTION 4. Superintendence of Contract Work. The Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Local Authority, on the work at all times during progress, with authority to act for him.

SECTION 5. Permits and Licenses. The Contractor shall without additional expense to the Local Authority obtain all necessary permits, certificates, licenses, etc., for work outside the Local Authority property line including without limiting the generality of the foregoing, permits and certificates for the use of streets and sidewalks for protection of public traffic, connection to utility service lines, etc. The Contractor shall not be required to obtain building or other permits for work inside the Local Authority's property lines.

SECTION 6. Specifications and Drawings. The Contractor shall keep on the work a copy of the drawings and specifications, and shall at all times give the Local Authority 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 any case of discrepancy in the figures, drawings or specifications, the matter shall be immediately submitted to the Contracting Official, without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense. The Contracting Official shall furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided.

SECTION 7. Changes in Contract Work. Any alteration of the terms and/or conditions of the contract, specifications or drawings must be authorized in writing. The terms and/or conditions, specifications, drawings, or contract shall not be changed or modified except by supplemental written agreement or "change order" executed by the parties, which agreement or "change order" shall describe the change, fix the agreed lump sum value thereof, and/or the modification of the contract time if involved provided that in the event the parties cannot agree or should the Contracting Official or his authorized representative.

SECTION 7. Changes in Contract Work (Continued)

so elect, the Local Authority may authorize changes in the work by the issuance of a written "proceed order" authorizing the work and directing the contractor to proceed with the change subject to an equitable adjustment of the contract price and/or time (pending execution of a change order therefor). Such proceed order shall describe the change and stipulate the method of determining the value thereof.

SECTION 8. Changed Conditions. Should the Contractor encounter, or the Local Authority 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 inherent in work of the character provided for in the plans and specifications, the attention of the Contracting Official shall be called immediately to such conditions before they are disturbed. The Contracting Official shall thereupon promptly investigate the conditions, and if it finds that they do so materially differ, the Contract shall, with the written approval of the Contracting Official, or its duly authorized Contracting Official, be modified to provide for any increase or decrease of cost and/or difference in time resulting from such conditions.

SECTION 9. 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 Official, and the price stated in such order.

SECTION 10. Domestic and Foreign Material. It is understood and agreed that only such unmanufactured 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 shall be delivered pursuant to a Contract awarded as a result of this bid.

SECTION 11. Convict-made Materials. No materials manufactured or produced in a penal or correctional institution shall be incorporated in the project under this contract.

SECTION 12. Inspection and Review. (a) All material and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination and test by Local Authority 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 Local Authority 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 Local Authority 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 Section 26, titled "Termination", of these General Conditions of the Contract, the Contractor and surety being liable for any damage to the same extent as provided in said Section 26 for terminations thereunder.

SECTION 12. Inspection and Review. (Continued)

(b) The Local Authority, the PHA, and their authorized representatives and agents shall, at all times, have access to and be permitted to observe and review all work, materials, payrolls, records of personnel, conditions of employment, invoices of materials, contracts 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 Local Authority through its Contracting Official or his authorized representative.

(c) 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 Local Authority 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.

(d) Should it be considered necessary or advisable by the Local Authority at any time before final acceptance of an entire work to make an examination of work already completed, by removing and 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 subcontractor, 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 work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

(e) 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.

SECTION 13. 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 Official shall decide the question of equality. The Contractor shall furnish to the Contracting Official for 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

SECTION 13. Materials and Workmanship (Continued)

or when called for by the Contracting Official, the Contractor shall furnish the Contracting Official 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 Official may require the Contractor to remove from the work such employee as the Contracting Official deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the Contracting Official to be contrary to the interests of the Local Authority.

SECTION 14. 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 Official. 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 25 percent of the estimated amount until 30 days after final completion and acceptance of all work covered by the Contract.

(c) All material and work covered by partial payment made shall thereupon become the sole property of the Local Authority, 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 Local Authority 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 Local Authority with a release, if required, of all claims against the Local Authority 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.

SECTION 15. Progress Schedule and Periodical Estimates. Immediately after execution and delivery of the contract, the Contractor shall deliver to the Local Authority a progress schedule in form satisfactory to the Local Authority showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents. The Contractor shall also furnish on forms to be supplied by the Local Authority, (1) a detailed estimate giving a complete breakdown of the contract price and (2) periodical itemized estimates of work done for the purposes of making partial payments thereon. The values employed in making up any of those schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

SECTION 16. 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 material, 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 Local Authority free from any claims, liens, or charges and further agrees that neither he nor any person, firm or corporation furnishing any materials 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 any Contractor from installing metering devices and other equipment of utility companies or municipalities, the title to which is commonly retained by the utility company of the city. In the event of the installation of any metering device or equipment, the Contractor shall advise the Local Authority as to the owner thereof. Nothing contained in this section, 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 the law permitting such persons to look to funds due the Contractor in the hands of the Local Authority. The provisions of this section 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.

SECTION 17. Patents. The Contractor shall hold and save the Local Authority and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost 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 Local Authority, unless otherwise specifically stipulated in the Contract Documents.

SECTION 18. Care of 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. The Contractor shall be fully responsible for damages to, loss of, or theft of any materials, supplies, or equipment supplied to the Contractor by the Local Authority.

(b) The Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, etc., and to avoid damage thereto, and he shall at his own expense completely repair any damage thereto caused by his operations.

(c) Wherever required by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent and adjoining the site which are in any way affected by the excavations or other operations connected with the completion of the work under the Contract. Whenever any notice is required to be given by the Local Authority or the Contractor to any adjoining or adjacent landowner or other party before commencement of any work, such

SECTION 18. Care of Work (Continued)

notice shall be given by the Contractor. The Contractor shall indemnify the Local Authority and save it harmless 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 Local Authority may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

(d) In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Local Authority, is authorized to act at his discretion to prevent such threatened loss or injury; and he shall so act, if instructed to do so by the Contracting Official. Any compensation claimed by the Contractor on account of such emergency work shall be determined by the Contracting Official subject to appeal in case of dispute, as provided in Section 27, "Disputes of Fact", of these General Conditions.

SECTION 19. Accident Prevention. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, 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 Local Authority 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.

SECTION 20. Use of Premises. (a) The Contractor shall confine his apparatus, storage of materials, and construction operations to such limits as may be directed by the Contracting Official, and shall not unreasonably encumber the premises with his materials.

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

(c) The Contractor shall enforce any instructions of the Contracting Official regarding signs, advertising, fires, danger signals, barricades and smoking, and shall require all persons employed on the work to comply with all building, posted or institutional regulations while on the premises.

SECTION 21. Removal of Debris, Cleaning, Etc. The Contractor shall, as directed by the Contracting Official 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 of his equipment and unused materials provided for the work, and put the buildings and premises in a neat and clean condition.

SECTION 22. Final Inspection. When the work is substantially completed, the contractor shall notify the Local Authority 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 10 days prior to the date stated for final inspection.

SECTION 23. General Guaranty. (a) Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Local Authority shall constitute an acceptance of the work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the contract 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 completion of the contract work as determined by the Contracting Official, unless a longer period is specified in the Contract Documents. The Contracting Official will give notice of observed defects with reasonable promptness.

SECTION 24. Deduction for Uncorrected Work. If the Contracting Official deems it inexpedient to require the Contractor to correct work injured or not performed in accordance with the Contract Documents, an equitable deduction from the contract price shall be made by agreement between the Contractor and the Contracting Official subject to appeal by the Contractor, in case of dispute, as provided in Section 27, "Disputes of Fact", GENERAL CONDITIONS.

SECTION 25. Interest of Member of Congress. No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit to arise therefrom provided this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

SECTION 26. Termination of Contract. The Local Authority may at any time by written notice terminate this contract, in whole or in part, by reason of Contractor's default or for convenience of the Local Authority. In such event, the compensation, if any, due the Contractor shall be equitably adjusted by the Local Authority, such adjustment to be final unless Contractor within 10 days after receipt of notice thereof makes written protest. Protest shall be determined by Contracting Official, whose decision shall be final subject only to appeal under Section 27, "Disputes of Fact" of these GENERAL CONDITIONS.

SECTION 27. Disputes of Fact. Except as otherwise specifically provided in this contract, disputes concerning questions of fact under this contract which are not disposed of by mutual agreement, shall be decided by the Contracting Official, who shall mail Contractor a written notification of determination. Within 30 days from said mailing, the Contractor may appeal to the Director of the San Francisco Field Office, Public Housing Administration, whose decision shall be final and conclusive. Pending decision of a dispute hereunder, Contractor shall diligently proceed with performance of this Contract.

PART FOUR - SPECIAL CONDITIONS
(Pages 17 to 24, Inclusive)

SECTION 1. Drawings. Contract drawings, maps and specifications will be furnished the Contractor without charge. The work shall conform to the drawings listed on SCHEDULE "A" attached to and forming a part of these SPECIAL CONDITIONS, and are available in the office of the Contracting Official.

SECTION 2. Wage Rates - Salaries - Certification. (a) The contractor and each subcontractor shall pay to all laborers or mechanics employed or working upon the site of the project not less than the wages prevailing in the locality of the project, as predetermined by the Secretary of Labor of the United States pursuant to the Davis-Bacon Act (Title 40, U.S.C. Section 276a - 276a-5).

(b) All laborers and mechanics employed or working upon the site of the project shall be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the 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 a wage determination decision of the Secretary of Labor of the United States, the substance of which is attached in Schedule "B", attached to and forming a part of these SPECIAL CONDITIONS, 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.

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

(d) The Local Authority will not make any payment under this contract unless and until the Contracting Official has received an affidavit from the Contractor that such contractor and each of his subcontractors has made payment to each class of employees in compliance with the applicable provisions of (a) and (b) of this Section.

SECTION 2. Wage Rates - Salaries - Certification (Continued)

(e) Apprentices shall be employed for work upon the site only under a bona-fide apprenticeship program registered with a State Apprenticeship Council which is recognized by the Federal Committee on Apprenticeship, United States Department of Labor, or if no such recognized council exists in a State, under a program registered with the Bureau of Apprenticeship, United States Department of Labor.

(f) No laborer or mechanic employed or working upon the site 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.

(g) It is warranted and affirmed by the contractor that he has informed himself as to the local labor conditions such as the length of the work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates. The contractor shall abide by and conform to all applicable laws, executive orders, rules and regulations and orders of Federal Agencies authorized to pass upon and determine such rates. No increase in Contract price shall be allowed or authorized on account of compensation or premium time compensation paid at rates in excess of those authorized herein. Overtime employment shall be at the expense of the contractor.

(h) If, after the award of the contract, it becomes necessary to employ any person in a trade or occupation not classified in Schedule "B" attached to and forming a part of these SPECIAL CONDITIONS, such person shall be paid at not less than such rate as shall be determined by the Secretary of Labor and such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. The Contractor shall notify the Contracting Official of his intention to employ persons in trades or occupations not classified in sufficient time for the Local Authority to obtain approved rates for such trades or occupations.

(i) The wage rates, if any, specified for apprentices shall apply only to persons working with the tools of the trade they are learning under the direct supervision of journeymen mechanics in the ratio of apprentices to journeymen which is found by the Local Authority and the PHA to be prevailing in the locality for the trades or occupations involved. The Terms and Conditions of employment of the Apprentice shall conform to the Standards recognized by the United States Department of Labor and established by joint committees of employers and employees and the Contractor shall comply with existing State Laws governing the employment of apprentices.

SECTION 3. Hours of Work. Laborers and Mechanics shall not be permitted to work more than 8 hours a day or 40 hours a week unless such employees are paid at least time and one-half for hours of work in excess of the limits prescribed above.

SECTION 4. Qualifications for Employment. (a) No person under the age of sixteen (16) years and no person undergoing sentence of imprisonment at hard labor shall be employed in the course of the work. No person whose age or physical condition is such as to make his employment dangerous to his health and safety or to the health and safety of others shall be employed in the work contemplated by this Contract: 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 sub-contracts.

(c) The Contractor and each subcontractor shall extend to every person who performs for him the work of a laborer or mechanic on the Project, or on any part thereof, or in any connection therewith, the benefits of the labor and wage provisions of this Contract regardless of any contractual relationship between the Contractor and such persons, or between any subcontractor and such person.

SECTION 5. Weekly Payments. Every employee of the Contractor or subcontractor shall be paid in full less deductions made mandatory by law not less often than once each week and in lawful money of the United States, or by Check if the Contractor provides or secures convenient and satisfactory facilities approved by the Contracting Official for the cashing of 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 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.

SECTION 6. Non-Rebate of Wages - Payrolls. (a) The contractor agrees to comply with the regulations, rulings, and interpretations of the Secretary of Labor of the United States, pursuant to the Anti-Kickback Act (Title 18, U.S.C., Section 874 and Title 40, U.S.C., Section 276c) which makes it unlawful to induce any person employed in the construction or repair of public buildings or public works to give up any part of the compensation to which he is entitled under his contract of employment; and the contractor agrees to insert a like provision in all subcontracts hereunder.

SECTION 6 Non-Rebate of Wages - Payrolls (Continued)

(b) Payroll records shall be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics employed or working on the site of the Project. Such records shall 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 shall submit weekly to the Local Authority such copies and summaries (on forms furnished by the Local Authority) of all his payrolls and those of each of his subcontractors, as the Local Authority or the PHA may require. Each payroll and summary shall be accompanied by an affidavit to the effect that (1) such payroll is correct and complete, (2) the wage rates contained therein are not less than those determined by the Secretary of Labor of the United States, and (3) the classifications set forth for each laborer or mechanic conform with the work performed. The Contractor shall make his employment records available for inspection by authorized representatives of the Local Authority, the PHA and the United States Department of Labor, and shall permit such representative to interview employees during working hours on the job.

(c) In addition to the requirements of law stated above, the Contractor shall, not later than the 7th day following the payment of wages, submit to the Local Authority two certified legible copies of his own payroll and those of each of his subcontractors, on forms furnished by the Local Authority. This is in addition to the affidavit required under subparagraph (a) hercof.

(d) The Contractor shall also furnish to the Contracting Official any other information or certification relating to employees in such form as the Local Authority may request.

SECTION 7. Reports to the United States Department of Labor.

The Contractor and each subcontractor shall furnish to the United States Department of Labor the names and addresses of all their subcontractors on the work at the earliest date practicable, and shall report monthly to the Secretary of Labor of the United States, (within five days after the close of each calendar month, on forms to be furnished by the United States Department of Labor), as to the number of persons on their respective payrolls on the particular project, the aggregate amount of such payrolls, the total man hours worked, and itemized expenditures for materials.

SECTION 8. Labor Disputes. In the event any labor dispute concerning prevailing wage rates and/or classifications cannot be adjusted by the Contracting Official, the question and the information, together with the Contracting Official's recommendation thereon, shall be referred for determination to the PHA

SECTION 9 Wage Claims and Adjustments. In cases of underpayment of wages to any laborer or mechanic, the Local Authority may withhold from such contractor out of payments due, an amount sufficient to pay persons employed on the work covered by the contract the difference between the salaries or wages required to be paid under the contract and the salaries or wages actually paid such employers for the total number of hours worked, and the amounts withheld may be disbursed by the Local Authority for and on account of the contractor or the subcontractor to the respective employees to whom they are due. The Local Authority shall in cases of such underpayment withhold such monies; Provided, That the Local Authority shall not be considered in default under this Section if it has in good faith made payments to the contractor in reliance upon an affidavit of the contractor that the salaries and wages required under his contract have actually been paid.

SECTION 10. Contract Security. The Contractor shall furnish Performance and Labor and Material Bonds in form satisfactory to the Local Authority, each in an amount at least equal to 50 percent of the contract price as security for the faithful performance of this contract and for the payment of all persons performing labor and furnishing materials in connection with this contract.

SECTION 11. Insurance. (a) The Contractor shall provide adequate workmen's compensation insurance for all labor employed under this Contract on the Project who may come within the protection of workmen's compensation laws and shall provide, where practicable, employer's general liability insurance for the benefit of his employees not protected by such compensation laws, and proof of such insurance satisfactory to the Contracting Official shall be given. Said insurance shall be written with such company as may be acceptable to the Contracting Official. Satisfactory certificates of said insurance shall be filed with the Contracting Official in triplicate prior to the commencement of operations by the Contractor. The Contractor will be charged with the responsibility for proper and adequate workmen's compensation coverage for all his subcontract operations, and in the event the Contractor's policy does not cover each and every subcontractor, certificates of insurance issued on policies by companies that may be acceptable to the Contracting Official, covering each and every subcontractor, shall be filed with the Contracting Official prior to the commencement of such subcontract operations. (See Act of June 25, 1936 Public No. 814, 74th Congress, 49 Stat. 1938, 40 U.S.C.A. 290).

(b) The Contractor shall provide adequate workmen's Compensation Insurance in compliance with State Laws. The Contractor shall also carry Contractor's Public Liability Insurance against injury to members of the public from accidents which may arise in the performance of the work under this contract. Such insurance shall be in the amount of \$10,000 or the injury of one person in one accident.

SECTION 11. Insurance (Continued)

(c) In the event the form of any policy or certificate, or the amount of the insurance or the companies writing same, are not satisfactory to the Contracting Official, the Contractor shall obtain other policies or certificates in form and amount, and with companies satisfactory to the Contracting Official. The Contractor shall not cause any policy to be cancelled or permit it to lapse, and all policies shall include a clause to the effect that the policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the Contracting Official stating when, not less than 10 days thereafter, such cancellation or reduction shall be effective. All certificates of insurance shall contain true transcripts from the policy, authenticated by the proper officer of the insurer, evidencing in particular those insured, the extent of the insurance, and the location and operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

(d) If the Contractor has fully satisfied the Contracting Official of his responsibility and capacity under the applicable workmen's compensation laws, if any, to act as self-insurer, he may so act, and in such a case, the insurance required by Paragraph "a" of this section need not be provided.

SECTION 12. Contract Termination for Violation of Wage Provisions. This contract may be terminated by the Local Authority upon default by the Contractor of any of the provisions of Sections 2, 6, 7, 8 and 9 of these SPECIAL CONDITIONS.

SECTION 13. Liquidated Damages. As actual damages for delay in the completion are impossible of determination, the Contractor and his sureties shall be liable for and shall pay to the Local Authority the sum of _____ (\$ _____) as fixed, agreed and liquidated damages for each calendar day of delay not beyond the control of the Contractor as determined by the Local Authority subject to approval of the Director of the San Francisco Field Office, Public Housing Administration, until all work is completed and accepted.

Invitation to Bid No. _____

Date: _____

Contract No. _____

SCHEDULE "B"

(See Section 2, PART FOUR, SPECIAL CONDITIONS)

SCHEDULE OF CLASSIFICATIONS AND WAGE RATES

<u>CLASSIFICATION</u>	<u>RATE PER HOUR</u>
Asphalt crews, rakers, spreaders, asphalt laborers, tampers	\$ 1.60
Asphalt box, mixer box, retort or pugmill, distributor leverman	1.80
Truck Drivers:	
Dump Truck:	
Over 4 yds, less than 8 yds.	1.70
Power Equipment Operators:	
Motor patrol	2.15
Rollers, subgrade and surfacing	1.80

TECHNICAL PROVISIONS

SECTION 1. Scope. It is required that there be constructed and completed in accordance with the following specifications, road surfacing and repair at the Caldwell Para Labor Housing Project LC-36, near Caldwell, Idaho.

SECTION 2. Description of Work. The work will consist principally of preparation and surfacing approximately $1\frac{1}{2}$ miles of roads and driveways, and a seal coating only to approximately $\frac{1}{2}$ mile.

(a) Preparation of road bed. Before any surfacing is placed, the road bed shall be graded to a uniform shape with shoulders, side slopes and side ditches graded and cleaned. This work shall be performed with a blade grader. Any soft spots or areas where the road is filled to a depth greater than 4 (four) inches shall be rolled with a smooth wheel, 3-wheel or tandem, self-propelled type roller.

(b) Asphalt Surface Treatment. Prime coat PC-1, SC-1 or RC-1, (at contractors option), penetration asphalt applied at $\frac{1}{2}$ gallon per square yard.

Idaho Specification road mix gravel $3/4$ minus to a depth of 1 to $1\frac{1}{2}$ inches, rolled to smooth contour.

Seal coat, PC-4, PC-5, RC-4 or RC-5 (at contractors option) asphalt to be applied at $\frac{1}{2}$ gallon per square yard.

Cover coat material shall be class 2, 3, 4 or 6 (at contractors option), applied at 60 pounds per square yard. Cover to be rolled after placing.

(c) Quantity. There shall be not less than 14,000 square yards of road surface.

CONTRACT DOCUMENT

AND

SPECIFICATIONS

FOR

PREPARATION AND SURFACING
ROADS AND DRIVEWAYS AT
FARM LABOR HOUSING
PROJECT LC-36

FOR THE

HOUSING AUTHORITY OF THE
CITY OF CALDWELL, IDAHO
CALDWELL, IDAHO

_____oOo_____

TELPHER E. WRIGHT
EXECUTIVE DIRECTOR

Prepared by

HOUSING AUTHORITY OF THE CITY OF CALDWELL
P. O. BOX 772, CALDWELL, IDAHO

September 20, 1951

UNCONDITIONAL RELEASE

The undersigned, for and in consideration of the sum of Seven Thousand Five Hundred Fifty Eight and 80/100 Dollars (\$7,558.80) to me in hand paid by the Housing Authority of the City of Caldwell, Idaho the receipt whereof is hereby acknowledged; to cover all labor materials, and performance of all specified work under Contract Award dated Sept. 20, 1951; do release the aforesaid Authority from all further obligation whatsoever concerning the aforesaid contract.

IN WITNESS WHEREOF, I set my hand this 21st day of December 1951.

NAMPA ASPHALT & PAVING

By 
(Contractor)

UNCONDITIONAL RELEASE

The undersigned, for and in consideration of the sum of Seven Thousand Five Hundred Fifty Eight and 80/100 Dollars (\$7,558.80) to me in hand paid by the Housing Authority of the City of Caldwell, Idaho, the receipt whereof is hereby acknowledged; to cover all labor materials, and performance of all specified work under Contract Award dated Sept. 20, 1951; do release the aforesaid Authority from all further obligation whatsoever concerning the aforesaid contract.

IN WITNESS WHEREOF, I set my hand this 21st day of December 1951.

NAMPA ASPHALT & PAVING

By E. R. Robert
(Contractor)

UNCONDITIONAL RELEASE

The undersigned, for and in consideration of the sum of
Seven Thousand Five Hundred Fifty Eight and 80/100 Dollars (\$7,558.80)
to me in hand paid by the Housing Authority of the City of Caldwell, Idaho
the receipt whereof is hereby acknowledged, to cover all labor materials,
and performance of all specified work under Contract Award dated Sept. 20, 1951;
do release the aforesaid Authority, from all further obligation whatsoever
concerning the aforesaid contract.

IN WITNESS WHEREOF, I set my hand this 21st day of December 1951.

HALPA ASPHALT & PAVING

By E. R. Robert
(Contractor)

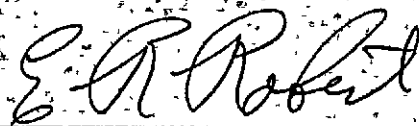
UNCONDITIONAL RELEASE

The undersigned, for and in consideration of the sum of Seven Thousand Five Hundred Fifty Eight and 80/100 Dollars (\$7,558.80) to me in hand paid by the Housing Authority of the City of Caldwell, Idaho the receipt whereof is hereby acknowledged; to cover all labor materials, and performance of all specified work under Contract Award dated Sept. 20, 1951; do release the aforesaid Authority from all further obligation whatsoever concerning the aforesaid contract.

IN WITNESS WHEREOF, I set my hand this 21st day of December 1951.

NAMPA ASPHALT & PAVING

By



(Contractor)

CONTRACT AWARD

THIS CONTRACT, Made and entered into this 20th day of September 1951, by and between the NAMPA ASPHALT & PAVING, General Contractor and the HOUSING AUTHORITY OF THE CITY OF CALDWELL, IDAHO, a quaisi-public body.

NOW THEREFOR, subject to the conditions and provisions thereof, the aforesaid General Contractor hereby agrees to furnish the aforesaid Quaisi-public Body all labor, materials, equipment, and to perform the specified work required thereof and to proceed for the sum of Fifty Cents (\$.50) per square yard of Asphalt Surface Treatment on more or less Fifteen Thousand Eight Hundred Forty (15,840) square yards of road surface located in the Caldwell Farm Labor Housing Project, in strict accordance with the Contract Documents, which include specifications and plans consisting of (1) General Conditions, and (2) Special Conditions, and (3) Technical Provisions and Wage Rates respectively.

NAMPA ASPHALT & PAVING

By E. R. Robert
(Contractor)

HOUSING AUTHORITY OF THE
CITY OF CALDWELL, IDAHO

By Delmer C. Wright
(Executive Director)

ATTEST

Roy A. H.
(Secretary)

PART THREE - GENERAL CONDITIONS
(Pages 10 to 16, Inclusive)

SECTION 1. Definitions. The term PHA means the Public Housing Administration, successor in interest to the United States Housing Authority under Reorganization Plan 3 of 1947, an Agency and instrumentality of the United States of America created by the United States Housing Act of 1937 (Public No. 412, 75th Congress), as amended. However, nothing in the Contract shall be construed to create any contractual relation between the Contractor and PHA.

SECTION 2. Assignment. Neither this contract nor any part thereof shall be assigned by the Contractor to any person, firm, or corporation without the prior written approval of the Local Authority to such assignment. This provision shall not preclude the Contractor from sub-letting parts of the work in accordance with the general practice of the building trades.

SECTION 3. Supervision of Contract Work. The work shall be under the general direction of the Local Authority through its Contracting Official or his authorized representative.

SECTION 4. Superintendence of Contract Work. The Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Local Authority, on the work at all times during progress, with authority to act for him.

SECTION 5. Permits and Licenses. The Contractor shall without additional expense to the Local Authority obtain all necessary permits, certificates, licenses, etc., for work outside the Local Authority property line including without limiting the generality of the foregoing, permits and certificates for the use of streets and sidewalks for protection of public traffic, connection to utility service lines, etc. The Contractor shall not be required to obtain building or other permits for work inside the Local Authority's property lines.

SECTION 6. Specifications and Drawings. The Contractor shall keep on the work a copy of the drawings and specifications, and shall at all times give the Local Authority 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 any case of discrepancy in the figures, drawings or specifications, the matter shall be immediately submitted to the Contracting Official, without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense. The Contracting Official shall furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided.

SECTION 7. Changes in Contract Work. Any alteration of the terms and/or conditions of the contract, specifications or drawings must be authorized in writing. The terms and/or conditions, specifications, drawings, or contract shall not be changed or modified except by supplemental written agreement or "change order" executed by the parties, which agreement or "change order" shall describe the change, fix the agreed lump sum value thereof, and/or the modification of the contract time if involved provided that in the event the parties cannot agree or should the Contracting Official or his authorized representative.

SECTION 7. Changes in Contract Work (Continued)

so elect, the Local Authority may authorize changes in the work by the issuance of a written "proceed order" authorizing the work and directing the contractor to proceed with the change subject to an equitable adjustment of the contract price and/or time (pending execution of a change order therefor). Such proceed order shall describe the change and stipulate the method of determining the value thereof.

SECTION 8. Changed Conditions. Should the Contractor encounter, or the Local Authority 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 inherent in work of the character provided for in the plans and specifications, the attention of the Contracting Official shall be called immediately to such conditions before they are disturbed. The Contracting Official shall thereupon promptly investigate the conditions, and if it finds that they do so materially differ, the Contract shall, with the written approval of the Contracting Official, or its duly authorized Contracting Official, be modified to provide for any increase or decrease of cost and/or difference in time resulting from such conditions.

SECTION 9. 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 Official, and the price stated in such order.

SECTION 10. Domestic and Foreign Material. It is understood and agreed that only such unmanufactured 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 shall be delivered pursuant to a Contract awarded as a result of this bid.

SECTION 11. Convict-made Materials. No materials manufactured or produced in a penal or correctional institution shall be incorporated in the project under this contract.

SECTION 12. Inspection and Review. (a) All material and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination and test by Local Authority 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 Local Authority 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 Local Authority 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 Section 26, titled "Termination", of these General Conditions of the Contract, the Contractor and surety being liable for any damage to the same extent as provided in said Section 26 for terminations thereunder.

SECTION 12. Inspection and Review. (Continued)

(b) The Local Authority, the PHA, and their authorized representatives and agents shall, at all times, have access to and be permitted to observe and review all work, materials, payrolls, records of personnel, conditions of employment, invoices of materials, contracts 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 Local Authority through its Contracting Official or his authorized representative.

(c) 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 Local Authority 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.

(d) Should it be considered necessary or advisable by the Local Authority at any time before final acceptance of an entire work to make an examination of work already completed, by removing and 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 subcontractor, 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 work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

(e) 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.

SECTION 13. 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 Official shall decide the question of equality. The Contractor shall furnish to the Contracting Official for 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

SECTION 13. Materials and Workmanship (Continued)

or when called for by the Contracting Official, the Contractor shall furnish the Contracting Official 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 Official may require the Contractor to remove from the work such employee as the Contracting Official deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the Contracting Official to be contrary to the interests of the Local Authority.

SECTION 14. 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 Official. 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 25 percent of the estimated amount until 30 days after final completion and acceptance of all work covered by the Contract.

(c) All material and work covered by partial payment made shall thereupon become the sole property of the Local Authority, 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 Local Authority 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 Local Authority with a release, if required, of all claims against the Local Authority 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.

SECTION 15. Progress Schedule and Periodical Estimates. Immediately after execution and delivery of the contract, the Contractor shall deliver to the Local Authority a progress schedule in form satisfactory to the Local Authority showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents. The Contractor shall also furnish on forms to be supplied by the Local Authority, (1) a detailed estimate giving a complete breakdown of the contract price and (2) periodical itemized estimates of work done for the purposes of making partial payments hereon. The values employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

SECTION 16. 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 material, 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 Local Authority free from any claims, liens, or charges and further agrees that neither he nor any person, firm or corporation furnishing any materials 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 any Contractor from installing metering devices and other equipment of utility companies or municipalities, the title to which is commonly retained by the utility company of the city. In the event of the installation of any metering device or equipment, the Contractor shall advise the Local Authority as to the owner thereof. Nothing contained in this section, 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 the law permitting such persons to look to funds due the Contractor in the hands of the Local Authority. The provisions of this section 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.

SECTION 17. Patents. The Contractor shall hold and save the Local Authority and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost 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 Local Authority, unless otherwise specifically stipulated in the Contract Documents.

SECTION 18. Care of 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. The Contractor shall be fully responsible for damages to, loss of, or theft of any materials, supplies, or equipment supplied to the Contractor by the Local Authority.

(b) The Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, etc., and to avoid damage thereto, and he shall at his own expense completely repair any damage thereto caused by his operations.

(c) Wherever required by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent and adjoining the site which are in any way affected by the excavations or other operations connected with the completion of the work under the Contract. Whenever any notice is required to be given by the Local Authority or the Contractor to any adjoining or adjacent landowner or other party before commencement of any work, such

SECTION 18. Care of Work (Continued)

notice shall be given by the Contractor. The Contractor shall indemnify the Local Authority and save it harmless 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 Local Authority may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

(d) In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Local Authority, is authorized to act at his discretion to prevent such threatened loss or injury; and he shall so act, if instructed to do so by the Contracting Official. Any compensation claimed by the Contractor on account of such emergency work shall be determined by the Contracting Official subject to appeal in case of dispute, as provided in Section 27, "Disputes of Fact", of these General Conditions.

SECTION 19. Accident Prevention. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, 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 Local Authority 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.

SECTION 20. Use of Premises. (a) The Contractor shall confine his apparatus, storage of materials, and construction operations to such limits as may be directed by the Contracting Official, and shall not unreasonably encumber the premises with his materials.

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

(c) The Contractor shall enforce any instructions of the Contracting Official regarding signs, advertising, fires, danger signals, barricades and smoking, and shall require all persons employed on the work to comply with all building, posted or institutional regulations while on the premises.

SECTION 21. Removal of Debris, Cleaning, Etc. The Contractor shall, as directed by the Contracting Official 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 of his equipment and unused materials provided for the work, and put the buildings and premises in a neat and clean condition.

SECTION 22. Final Inspection. When the work is substantially completed, the contractor shall notify the Local Authority 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 10 days prior to the date stated for final inspection.

SECTION 23. General Guaranty. (a) Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Local Authority shall constitute an acceptance of the work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the contract 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 completion of the contract work as determined by the Contracting Official, unless a longer period is specified in the Contract Documents. The Contracting Official will give notice of observed defects with reasonable promptness.

SECTION 24. Deduction for Uncorrected Work. If the Contracting Official deems it inexpedient to require the Contractor to correct work injured or not performed in accordance with the Contract Documents, an equitable deduction from the contract price shall be made by agreement between the Contractor and the Contracting Official subject to appeal by the Contractor, in case of dispute, as provided in Section 27, "Disputes of Fact", GENERAL CONDITIONS.

SECTION 25. Interest of Member of Congress. No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit to arise therefrom provided this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

SECTION 26. Termination of Contract. The Local Authority may at any time by written notice terminate this contract, in whole or in part, by reason of Contractor's default or for convenience of the Local Authority. In such event, the compensation, if any, due the Contractor shall be equitably adjusted by the Local Authority, such adjustment to be final unless Contractor within 10 days after receipt of notice thereof makes written protest. Protest shall be determined by Contracting Official, whose decision shall be final subject only to appeal under Section 27, "Disputes of Fact", of these GENERAL CONDITIONS.

SECTION 27. Disputes of Fact. Except as otherwise specifically provided in this contract, disputes concerning questions of fact under this contract which are not disposed of by mutual agreement, shall be decided by the Contracting Official, who shall mail Contractor a written notification of determination. Within 30 days from said mailing, the Contractor may appeal to the Director of the San Francisco Field Office, Public Housing Administration, whose decision shall be final and conclusive. Pending decision of a dispute hereunder, Contractor shall diligently proceed with performance of this Contract.

PART FOUR - SPECIAL CONDITIONS
(Pages 17 to 24, Inclusive)

SECTION 1. Drawings. Contract drawings, maps and specifications will be furnished the Contractor without charge. The work shall conform to the drawings listed on SCHEDULE "A" attached to and forming a part of these SPECIAL CONDITIONS, and are available in the office of the Contracting Official.

SECTION 2. Wage Rates - Salaries - Certification. (a) The contractor and each subcontractor shall pay to all laborers or mechanics employed or working upon the site of the project not less than the wages prevailing in the locality of the project, as predetermined by the Secretary of Labor of the United States pursuant to the Davis-Bacon Act (Title 40, U.S.C. Section 276a - 276a-5).

(b) All laborers and mechanics employed or working upon the site of the project shall be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the 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 a wage determination decision of the Secretary of Labor of the United States, the substance of which is attached in Schedule "B", attached to and forming a part of these SPECIAL CONDITIONS, 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.

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

(d) The Local Authority will not make any payment under this contract unless and until the Contracting Official has received an affidavit from the Contractor that such contractor and each of his subcontractors has made payment to each class of employees in compliance with the applicable provisions of (a) and (b) of this Section.

SECTION 2. Wage Rates - Salaries - Certification (Continued)

(e) Apprentices shall be employed for work upon the site only under a bona-fide apprenticeship program registered with a State Apprenticeship Council which is recognized by the Federal Committee on Apprenticeship, United States Department of Labor, or if no such recognized council exists in a State, under a program registered with the Bureau of Apprenticeship, United States Department of Labor.

(f) No laborer or mechanic employed or working upon the site 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.

(g) It is warranted and affirmed by the contractor that he has informed himself as to the local labor conditions such as the length of the work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates. The contractor shall abide by and conform to all applicable laws, executive orders, rules and regulations and orders of Federal agencies authorized to pass upon and determine such rates. No increase in Contract price shall be allowed or authorized on account of compensation or premium time compensation paid at rates in excess of those authorized herein. Overtime employment shall be at the expense of the contractor.

(h) If, after the award of the contract, it becomes necessary to employ any person in a trade or occupation not classified in Schedule "B" attached to and forming a part of these SPECIAL CONDITIONS, such person shall be paid at not less than such rate as shall be determined by the Secretary of Labor and such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. The Contractor shall notify the Contracting Official of his intention to employ persons in trades or occupations not classified in sufficient time for the Local Authority to obtain approved rates for such trades or occupations.

(i) The wage rates, if any, specified for apprentices shall apply only to persons working with the tools of the trade they are learning under the direct supervision of journeymen mechanics in the ratio of apprentices to journeymen which is found by the Local Authority and the PHA to be prevailing in the locality for the trades or occupations involved. The Terms and Conditions of employment of the Apprentice shall conform to the Standards recognized by the United States Department of Labor and established by joint committees of employers and employees and the Contractor shall comply with existing State Laws governing the employment of apprentices.

SECTION 3. Hours of Work. Laborers and Mechanics shall not be permitted to work more than 8 hours a day or 40 hours a week unless such employees are paid at least time and one-half for hours of work in excess of the limits prescribed above.

SECTION 4. Qualifications for Employment. (a) No person under the age of sixteen (16) years and no person undergoing sentence of imprisonment at hard labor shall be employed in the course of the work. No person whose age or physical condition is such as to make his employment dangerous to his health and safety or to the health and safety of others shall be employed in the work contemplated by this Contract: 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 sub-contracts.

(c) The Contractor and each subcontractor shall extend to every person who performs for him the work of a laborer or mechanic on the Project, or on any part thereof, or in any connection therewith, the benefits of the labor and wage provisions of this Contract regardless of any contractual relationship between the Contractor and such persons, or between any subcontractor and such person.

SECTION 5. Weekly Payments. Every employee of the Contractor or subcontractor shall be paid in full less deductions made mandatory by law not less often than once each week and in lawful money of the United States, or by Check if the Contractor provides or secures convenient and satisfactory facilities approved by the Contracting Official for the cashing of 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 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.

SECTION 6. Non-Rebato of Wages - Payrolls. (a) The contractor agrees to comply with the regulations, rulings, and interpretations of the Secretary of Labor of the United States, pursuant to the Anti-Kickback Act (Title 18, U.S.C., Section 874 and Title 40, U.S.C., Section 276c) which makes it unlawful to induce any person employed in the construction or repair of public buildings or public works to give up any part of the compensation to which he is entitled under his contract of employment; and the contractor agrees to insert a like provision in all subcontracts hereunder.

SECTION 6 Non-Rebate of Wages - Payrolls (Continued)

(b) Payroll records shall be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics employed or working on the site of the Project. Such records shall 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 shall submit weekly to the Local Authority such copies and summaries (on forms furnished by the Local Authority) of all his payrolls and those of each of his subcontractors, as the Local Authority or the PHA may require. Each payroll and summary shall be accompanied by an affidavit to the effect that (1) such payroll is correct and complete, (2) the wage rates contained therein are not less than those determined by the Secretary of Labor of the United States, and (3) the classifications set forth for each laborer or mechanic conform with the work performed. The Contractor shall make his employment records available for inspection by authorized representatives of the Local Authority, the PHA and the United States Department of Labor, and shall permit such representative to interview employees during working hours on the job.

(c) In addition to the requirements of law stated above, the Contractor shall, not later than the 7th day following the payment of wages, submit to the Local Authority two certified legible copies of his own payroll and those of each of his subcontractors, on forms furnished by the Local Authority. This is in addition to the affidavit required under subparagraph (a) hercof.

(d) The Contractor shall also furnish to the Contracting Official any other information or certification relating to employees in such form as the Local Authority may request.

SECTION 7. Reports to the United States Department of Labor.

The Contractor and each subcontractor shall furnish to the United States Department of Labor the names and addresses of all their subcontractors on the work at the earliest date practicable, and shall report monthly to the Secretary of Labor of the United States, (within five days after the close of each calendar month, on forms to be furnished by the United States Department of Labor), as to the number of persons on their respective payrolls on the particular project; the aggregate amount of such payrolls, the total man hours worked, and itemized expenditures for materials.

SECTION 8. Labor Disputes. In the event any labor dispute concerning prevailing wage rates and/or classifications cannot be adjusted by the Contracting Official, the question and the information, together with the Contracting Official's recommendation thereon, shall be referred for determination to the PHA

SECTION 9 Wage Claims and Adjustments. In cases of underpayment of wages to any laborer or mechanic, the Local Authority may withhold from such contractor out of payments due, an amount sufficient to pay persons employed on the work covered by the contract the difference between the salaries or wages required to be paid under the contract and the salaries or wages actually paid such employers for the total number of hours worked, and the amounts withheld may be disbursed by the Local Authority for and on account of the contractor or the subcontractor to the respective employees to whom they are due. The Local Authority shall in cases of such underpayment withhold such monies: Provided, That the Local Authority shall not be considered in default under this Section if it has in good faith made payments to the contractor in reliance upon an affidavit of the contractor that the salaries and wages required under his contract have actually been paid.

SECTION 10. Contract Security. The Contractor shall furnish Performance and Labor and Material Bonds in form satisfactory to the Local Authority, each in an amount at least equal to 50 percent of the contract price as security for the faithful performance of this contract and for the payment of all persons performing labor and furnishing materials in connection with this contract.

SECTION 11. Insurance. (a) The Contractor shall provide adequate workmen's compensation insurance for all labor employed under this Contract on the Project who may come within the protection of workmen's compensation laws and shall provide, where practicable, employer's general liability insurance for the benefit of his employees not protected by such compensation laws, and proof of such insurance satisfactory to the Contracting Official shall be given. Said insurance shall be written with such company as may be acceptable to the Contracting Official. Satisfactory certificates of said insurance shall be filed with the Contracting Official in triplicate prior to the commencement of operations by the Contractor. The Contractor will be charged with the responsibility for proper and adequate workmen's compensation coverage for all his subcontract operations, and in the event the Contractor's policy does not cover each and every subcontractor, certificates of insurance issued on policies by companies that may be acceptable to the Contracting Official, covering each and every subcontractor, shall be filed with the Contracting Official prior to the commencement of such subcontract operations. (See Act of June 25, 1936 Public No. 814, 74th Congress, 49 Stat. 1938, 40 U.S.C.A. 290).

(b) The Contractor shall provide adequate workmen's Compensation Insurance in compliance with State Laws. The Contractor shall also carry Contractor's Public Liability Insurance against injury to members of the public from accidents which may arise in the performance of the work under this contract. Such insurance shall be in the amount of \$10,000 for the injury of one person in one accident.

SECTION 11. Insurance (Continued)

(c) In the event the form of any policy or certificate, or the amount of the insurance or the companies writing same, are not satisfactory to the Contracting Official, the Contractor shall obtain other policies or certificates in form and amount, and with companies satisfactory to the Contracting Official. The Contractor shall not cause any policy to be cancelled or permit it to lapse, and all policies shall include a clause to the effect that the policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the Contracting Official stating when, not less than 10 days thereafter, such cancellation or reduction shall be effective. All certificates of insurance shall contain true transcripts from the policy, authenticated by the proper officer of the insurer, evidencing in particular those insured, the extent of the insurance, and the location and operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

(d) If the Contractor has fully satisfied the Contracting Official of his responsibility and capacity under the applicable workmen's compensation laws, if any, to act as self-insurer, he may so act, and in such a case, the insurance required by Paragraph "a" of this section need not be provided.

SECTION 12. Contract Termination for Violation of Wage Provisions. This contract may be terminated by the Local Authority upon default by the Contractor of any of the provisions of Sections 2, 6, 7, 8 and 9 of these SPECIAL CONDITIONS.

SECTION 13. Liquidated Damages. As actual damages for delay in the completion are impossible of determination, the Contractor and his sureties shall be liable for and shall pay to the Local Authority the sum of (\$ _____) as fixed, agreed and liquidated damages for each calendar day of delay not beyond the control of the Contractor as determined by the Local Authority subject to approval of the Director of the San Francisco Field Office, Public Housing Administration, until all work is completed and accepted.

TECHNICAL PROVISIONS

SECTION 1. Scope. It is required that there be constructed and completed in accordance with the following specifications, road surfacing and repair at the Caldwell Farm Labor Housing Project LC-36, near Caldwell, Idaho.

SECTION 2. Description of Work. The work will consist principally of preparation and surfacing approximately $1\frac{1}{4}$ miles of roads and driveways, and a seal coating only to approximately $\frac{1}{4}$ mile.

(a) Preparation of road bed. Before any surfacing is placed, the road bed shall be graded to a uniform shape with shoulders, side slopes and side ditches graded and cleaned. This work shall be performed with a blade grader. Any soft spots or areas where the road is filled to a depth greater than 4 (four) inches shall be rolled with a smooth wheel, 3-wheel or tandem, self-propelled type roller.

(b) Asphalt Surface Treatment. Prime coat MC-1, SC-1 or RC-1, (at contractors option), penetration asphalt applied at $\frac{1}{4}$ gallon per square yard.

Idaho Specification road mix gravel $3/4$ minus to a depth of 1 to $1\frac{1}{2}$ inches, rolled to smooth contour.

Seal coat, MC-4, MC-5, RC-4 or RC-5 (at contractors option) asphalt to be applied at $\frac{1}{2}$ gallon per square yard.

Cover coat material shall be class 2, 3, 4 or 6 (at contractors option), applied at 40 pounds per square yard. Cover to be rolled after placing.

(c) Quantity. There shall be not less than 114,000 square yards of road surface.

Invitation to Bid No. _____

Date: _____

Contract No. _____

SCHEDULE "B"

(See Section 2, PART FOUR, SPECIAL CONDITIONS)

SCHEDULE OF CLASSIFICATIONS AND WAGE RATES

<u>CLASSIFICATION</u>	<u>RATE PER HOUR</u>
Asphalt crews, rakers, spreaders, asphalt laborers, tampers	\$ 1.60 ⁴⁵
Asphalt box, mixer box, retort or pugmill, distributor leverman	1.80 ⁴⁵
Truck Drivers:	
Dump Trucks:	
Over 4 yds, less than 8 yds.	1.70 ⁴⁵
Power Equipment Operators:	
Motor Patrol	1.60 ⁴⁵
Rollers, subgrade and surfacing	2.15 1.80 ⁴⁵

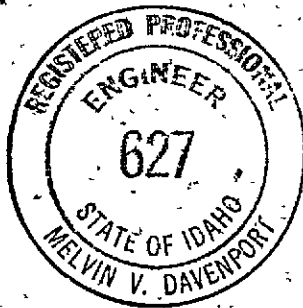
Melvin V. Davenport and Associates
Engineers
Union Building, Caldwell, Idaho

Oct. 18, 1951

Housing Authority
City of Caldwell
% Mr. Telpher Wright
Chamber of Commerce
Caldwell, Idaho

I have measured the additional new oil pavement at the Caldwell Labor Camp and have computed the following quantities.

Location	Single Shot Oil (Sq. yds)	Double Shot Oil (Sq. yds.)
In front of 9 Garage buildings and one shop	1461	
11 odd corners	120	
Two loops		840
Total Single	1581 Sq. Yds.	
Total double	474.30	840 Sq. yds.



Melvin V. Davenport
Melvin V. Davenport
Civil Engineer
Oct 18, 1951

1020.30

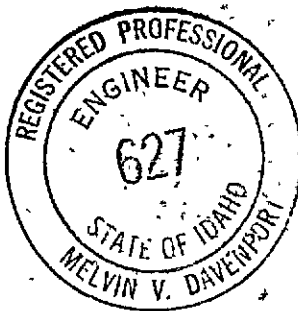
Melvin V. Davenport and Associates
Engineers
Union Building, Caldwell, Idaho

Oct. 18, 1951

Housing Authority
City of Caldwell
% Mr. Telpher Wright
Chamber of Commerce
Caldwell, Idaho

I have measured the additional new oil pavement at the Caldwell Labor Camp and have computed the following quantities.

Location	Single Shot Oil (Sq. yds)	Double Shot Oil (Sq. yds.)
In front of 9 Garage buildings and one shop	1461	
11 odd corners	120	
Two loops		840
Total single	1581 Sq. Yds.	
Total double		840 Sq. yds.



Melvin V. Davenport
Melvin V. Davenport
Civil Engineer
Oct 18, 1951

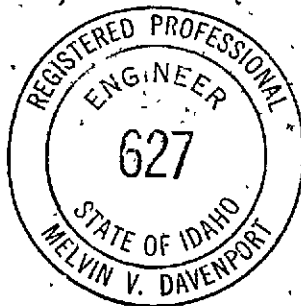
Melvin V. Davenport and Associates
Engineers
Union Building, Caldwell, Idaho

Oct. 18, 1951

Housing Authority
City of Caldwell
Mr. Telpher Wright
Chamber of Commerce
Caldwell, Idaho

I have measured the additional new oil pavement at the Caldwell Labor Camp and have computed the following quantities.

Location	Single Shot Oil (Sq. yds)	Double Shot Oil (Sq. yds.)
In front of 9 Garage buildings and one shop	1461	
11 odd corners	120	
Two loops		840
Total Single	1581 Sq. Yds.	
Total double		840 Sq. yds.



Melvin V. Davenport
Melvin V. Davenport
Civil Engineer
Oct 18, 1951

Melvin V. Davenport and Associates
Engineers
Union Building, Caldwell, Idaho

Sept. 28, 1951

Housing Authority
City of Caldwell,
% Mr. Telpher Wright
Chamber of Commerce
Caldwell, Idaho

I have measured the new oil pavement at the Caldwell Labor Camp and have computed the following quantities.

Street	Single Oil (Sq.Yds.)	Double Oil (Sq.Yds.)
3	911	
2	449	
1		529
North St.		2949
Main St. E and W		3559
Office Parking		856
Precinct A		1362
Precinct B.		1536
Precinct C		1516

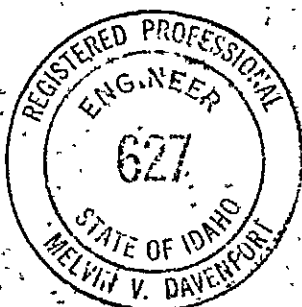
Total Single 1360 Sq. Yds.

Total Double

12307 Sq. Yds.

Total All Paving

13667 Sq. Yds.



Melvin V. Davenport
Melvin V. Davenport
Civil Engineer
Sept. 29, 1951

MELVIN V) DAVENPORT AND ASSOCIATES
PROFESSIONAL ENGINEERS
UNION BUILDING, CALDWELL, IDAHO.

September 28, 1951

Housing Authority
City of Caldwell
% Mr. Telpher Wright
Chamber of Commerce
Caldwell, Idaho.

I have measured the new oil pavement at the Caldwell Labor Camp
and have computed the following quantities

Street	Single Oil (Sq.Yds.)	Double Oil (Sq. Yds.)
3	911	
2	449	
1		529
North Street		2949
Main Street East and West		3559
Office Parking		856
Precinct A.		1362
Precinct B.		1536
Precinct C.		1516
Total Single	1360 Sq. Yds.	

Total Double

12

12307 Sq. Yds.

Total all paving

13667 Sq. Yds.

Melvin V. Davenport
Civil Engineer
Sept 29, 1951

MELVIN V) DAVENPORT AND ASSOCIATES
PROFESSIONAL ENGINEERS
UNION BUILDING, CALDWELL, IDAHO.

September 28, 1951

Housing Authority
City of Caldwell
% Mr. Telpher Wright
Chamber of Commerce
Caldwell, Idaho.

I have measured the new oil pavement at the Caldwell Labor Camp and have computed the following quantities

Street	Single Oil (Sq.Yds.)	Double Oil (Sq. Yds.)
3	911	
2	449	
1		529
North Street		2949
Main Street East and West		3559
Office Parking		856
Precinct A.		1362
Precinct B.		1536
Precinct C.		1516
Total Single	<u>1360 Sq. Yds.</u>	

Total Double

12307 Sq. Yds.

Total all paving

13667 Sq. Yds.

Melvin V. Davenport
Civil Engineer
Sept 29, 1951

MELVIN V) DAVENPORT AND ASSOCIATES
 PROFESSIONAL ENGINEERS
 UNION BUILDING, CALDWELL, IDAHO.

September 28, 1951

Housing Authority
 City of Caldwell
 & Mr. Telpher Wright
 Chamber of Commerce
 Caldwell, Idaho.

I have measured the new oil pavement at the Caldwell Labor Camp and have computed the following quantities

Street	Single Oil (Sq.Yds.)	Double Oil (Sq. Yds.)
3	911	
2	449	
1		529
North Street		2949
Main Street East and West		3559
Office Parking		856
Precinct A.		1362
Precinct B.		1536
Precinct C.		1516
Total Single	<u>1360 Sq. Yds.</u>	

Total Double

12307 Sq. Yds.

Total all paving

13667 Sq. Yds.

Melvin V. Davenport
 Civil Engineer
 Sept 29, 1951

MELVIN V. DAVENPORT AND ASSOCIATES
PROFESSIONAL ENGINEERS
UNION BUILDING, CALDWELL, IDAHO.

September 28, 1951

Housing Authority
City of Caldwell,
% Mr. Telpher Wright
Chamber of Commerce
Caldwell, Idaho.

I have measured the new oil pavement at the Caldwell Labor Camp
and have computed the following quantities:

Street	Single Oil (Sq. Yds.)	Double Oil (Sq. Yds.)
3	911	
2	449	
1		529
North Street		2949
Main Street East and West		3559
Office Parking		856
Precinct A.		1562
Precinct B.		1536
Precinct C.		1516
Total Single	<u>1360 Sq. Yds.</u>	

Total Double

12307 Sq. Yds.

Total all paving

13667 Sq. Yds.

Melvin V. Davenport
Civil Engineer
Sept 29, 1951

MELVIN V) DAVENPORT AND ASSOCIATES
PROFESSIONAL ENGINEERS
UNION BUILDING, CALDWELL, IDAHO.

September 28, 1951

Housing Authority
City of Caldwell
c/o Mr. Telpher Wright
Chamber of Commerce
Caldwell, Idaho.

I have measured the new oil pavement at the Caldwell Labor Camp
and have computed the following quantities:

Street	Single Oil (Sq. Yds.)	Double Oil (Sq. Yds.)
3	911	
2	449	
1		529
North St rest		2949
Main Street East and West		3559
Office Parking		856
Precinct A.		1362
Precinct B.		1536
Precinct C.		1516
Total Single	<u>1360 Sq. Yds.</u>	
Total Double		<u>12</u> 12307 Sq. Yds.
Total all paving		<u>13667 Sq. Yds.</u>

Melvin V. Davenport
Civil Engineer
Sept 29, 1951