

AEC Operations Division
Attention: Joseph R. Turan

August 10, 1948

Los Alamos Scientific Laboratory, Construction and Maintenance Group

Lab Job 174, Underground Chamber No. 2, TA-33

REFERENCE: LAB-ESG-4

TA 33, Chamber 2

1. Attached for your reference at the bid opening August 17 on the subject job is our estimate of cost, in a sealed envelope.

*0621
TA-33*

[Signature]
R. C. Hill

GLM/mr

cc: W. A. Curtis
R. B. Dittmer
G. L. Williams
File



4593

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174
~~Robert E. McKee~~
~~[Signature]~~

Contract No. AT(29-1)-481

Date: August 17, 1948

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CONTRACT
(Construction)

TA-33-Chamber 2

ROBERT E. MCKEE
(Contractor)

U. S. ATOMIC ENERGY COMMISSION
LOS ALAMOS, NEW MEXICO
(Department)

Contract for Underground Chamber No. 2, TA-33 Amount, \$61,500.00

Place Los Alamos, New Mexico

Payment will be made by the Treasury Disbursing Agent, Albuquerque, New Mexico

Appropriation: 8990100 904-101 P330-10

VERIFIED UNCLASSIFIED

Chil Long PSD-6
6-22-79

Classification changed to **OFFICIAL USE ONLY**
by authority of the U. S. Atomic Energy Commission,
Wm. Henoch (verbal) July 26, 1954
Per _____ (Date)
By L. Barker 7/26/54
(Signature of person making the change, and date)

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CONTRACT FOR CONSTRUCTION

THIS CONTRACT, entered into this 17th day of August, 1948, by THE UNITED STATES OF AMERICA, hereinafter called the Government, represented by the contracting officer executing this contract, and

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ROBERT E. MCKEE

an individual trading as Robert E. McKee, General Contractor, of the city of El Paso in the State of Texas hereinafter called the contractor, witnesseth that the parties hereto do mutually agree as follows:

ARTICLE 1. Statement of work.--The contractor shall furnish the materials, and perform the work for Construction of Underground Chamber No. 2, TA-33,

for the consideration of \$61,500.00

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

Specifications for Underground Chamber No. 2, TA-33,
and Addenda Nos. 1 and 2

Drawings Nos. 15-C162 and 15-C163

The work shall be commenced on or before August 27, 1948, and shall be completed not later than October 15, 1948.

(2)

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ARTICLE 2. Specifications and drawings.—The contractor shall keep on the work a copy of the drawings and specifications and shall at all times give the contracting officer access thereto. Anything mentioned in the specifications and not shown on the drawings shown on the drawings and not mentioned in the specifications shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In any case of discrepancy in the figures, drawings, or specifications, the matter shall be immediately submitted to the contracting officer, without whose decision said discrepancy shall not be adjusted by the contractor, save only at his own risk and expense. The contracting officer shall furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided.

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

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

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

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

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

(c) Should it be considered necessary or advisable by the Government at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any material respect, due to fault of the contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent, shall be allowed the contractor and he shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

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

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

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

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

ARTICLE 9. Delays—Damages.—If the contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in article 1, or any extension thereof, or fails to complete said work within such time, the Government may, by written notice to the contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event the Government may take over the work and prosecute the same to completion, by contract or otherwise, and the contractor and his sureties shall be liable to the Government for any excess cost occasioned the Government thereby. If the contractor's right to proceed is so terminated, the Government may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefor. If the Government does not terminate the right of the contractor to proceed, the contractor shall continue the work, in which event it will be impossible to determine the actual damages for the delay and in lieu thereof the contractor shall pay to the Government as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed or accepted the amount as set forth in the specifications or accompanying papers and the contractor and his sureties shall be liable for the amount thereof. Provided, That the right of the contractor to proceed shall not be terminated or the contractor charged with

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

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

ARTICLE 11. Eight-hour law—Overtime compensation—Convict labor.—(a) No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the contractor or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work at the site thereof, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this article. The wages of every laborer and mechanic employed by the contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of eight hours per day and work in excess of eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this article a penalty of five dollars shall be imposed upon the contractor for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this article, and all penalties thus imposed shall be withheld for the use and benefit of the Government. Provided, That this stipulation shall be subject in all respects to the exceptions and provisions of U. S. Code, title 40, sections 321, 324, 325, 325a, and 326, relating

to hours of labor and compensation for overtime.

(b) The contractor shall not employ any person on a going sentence of imprisonment at the time of the contract.

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

ARTICLE 13. Other contracts.—The Government may award other contracts for additional work, and the contractor shall fully cooperate with such other contractors and carefully fit his own work to that provided under other contracts as may be directed by the contracting officer. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

ARTICLE 14. Officials not to benefit.—No Member or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

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

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

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

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Government, but this provision shall not be construed as relieving the contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Government to require the fulfillment of all of the terms of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

Article 3. *Changes.* - The third sentence of this article shall be deleted in its entirety.

Pages 5a, 5b, 5c, 5d, 5e and 5f, attached hereto, are added to and made a part of this contract.

Article 24. *Assignment of Rights Hereunder* - Deleted.

Article 19. Disputes, has been deleted in its entirety and the following article substituted therefor:

Article 19. Disputes. Except as otherwise specifically provided in this contract, all disputes, which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by a representative of the Commission duly authorized to supervise and adjust the performance of the work under this contract, who shall give his decision in writing and mail a copy thereof to the Contractor. Within 30 days from receipt of such notice the Contractor may appeal in writing to the Commission, whose written decision or that of its designated representative or representatives or board shall be final and conclusive. Pending decision of any dispute, the Contractor shall diligently proceed with the performance of the work under this contract."

Article 21. Definitions, has been deleted in its entirety and the following article substituted therefor:

"Article 21. Definitions. (a) The terms 'head of the department', 'head of the department concerned' and 'head of the department or independent establishment concerned', as used herein, shall mean the United States Atomic Energy Commission, and the term 'Contracting Officer' herein, shall mean a duly authorized representative of the Commission.

(b) As used in this contract the terms 'United States Atomic Energy Commission', 'Atomic Energy Commission' and 'Commission' shall mean the United States Atomic Energy Commission or its duly authorized representative or representatives."

The following articles have been added to and made a part of this contract:

"Article 23. Liability for Government-owned Property. (a) Except as otherwise specifically provided, the Contractor shall not be liable for loss or destruction of or damage to "Government Property", (i.e. property of the Government in the possession or control of the Contractor in connection with this contract, other than property furnished by the Contractor title to which is vested in the Government by reason of the provisions of Article 16 (c) hereof entitled, "Payments to Contractor") (1) caused by any peril while the property is in transit off the Contractor's premises, or (2) caused by any of the following perils while the property is on the Contractor's or sub-contractor's or other premises or by removal therefrom because of any of the following perils:

Fires, lightning, windstorm, cyclone, tornado, hail, explosion, riot attending a strike, civil commotion, vandalism and malicious mischief, aircraft or objects falling therefrom, vehicles running on land or tracks, excluding vehicles owned or operated by the Contractor, or any agent or employee of the contractor, smoke, flood, meaning thereby rising of rivers or streams, enemy attack or any action taken by the military, naval or air forces of the United States in resisting enemy attack, sprinkler leakage, earthquake or volcanic eruption.

The perils as set forth in (1) and (a) above are hereinafter called "excepted perils."

(b) The Contractor represents that it is not maintaining and agrees that it will not hereafter maintain insurance (including self-insurance funds or reserves) covering loss or destruction of or damage to Government property caused by an excepted peril, and represents that it is not including and agrees that it will not hereafter include in any price to the Government any charge or reserve for such insurance.

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(c) Upon the happening of loss or destruction of or damage to Government property caused by an excepted peril, the Contractor shall communicate with the Contracting Officer and with the Loss and Salvage Organization now or hereafter designated by the Contracting Officer and, with the assistance of that organization employed by the Contractor to perform services in accordance with instructions or regulations of the Government (unless the Contracting Officer directs that no such organization be employed), shall take all reasonable steps to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the Government property in the best possible order, and furnish to the Contracting Officer a statement of: (1) the lost, destroyed and damaged Government property, (2) the time and origin of the loss, destruction or damage, (3) all known interests in commingled property of which the Government property is a part, and (4) the insurance, if any, covering any part of or interest in such commingled property. If and as directed by the Contracting Officer, the Contractor shall make repairs and renovations of the damaged Government property. The Contractor shall be reimbursed the expenditures made by it in performing its obligations under this paragraph (c) (including charges made to the Contractor by the Loss and Salvage Organization, except any of such charges the payment of which the Government has, at its option, assumed direct), as approved by the Contracting Officer and set forth in a Supplemental Agreement.

(d) With the approval of the Contracting Officer after loss or destruction of or damage to Government property, and subject to such conditions and limitations as may be imposed by the Contracting Officer, the Contractor may, in order to minimize the loss to the Government or in order to permit resumption of business or the like, sell for the account of the Government any item of Government property which has been damaged beyond practicable repair, or which is so commingled or combined with property of others, including the Contractor, that separation is impracticable.

(e) Except to the extent of any loss or destruction of or damage to Government property for which the Contractor is relieved of liability under the foregoing provisions of this Article, and except for reasonable wear and tear or depreciation, or the utilization of Government property in accordance with the provisions of this contract, the Government property (Other than property permitted to be sold) shall be returned to the Government in as good condition as when received by the Contractor in connection with this contract. In aid of its obligation so to return the Government property, the Contractor shall maintain a property control, accounting and maintenance system consistent with good business practice.

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(f) In the event the Contractor is indemnified, reimbursed or compensated for any loss or destruction of or damage to Government property caused by any excepted peril, it shall equitably reimburse the Government. The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such loss, destruction or damage and upon the request of the Contracting Officer, shall at the Government's expense furnish the Government all reasonable assistance and cooperation (including the prosecution of suit, and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

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(g) The Government shall at all times have access to the premises wherein any Government property is located.

~~Article 24. Assignment of Rights Hereunder.~~

(a) Claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company or other financing institution, including any Federal lending agency. Any such assignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing.

(b) In the event of any such assignment the assignee shall file four signed copies of a written notice of the assignment, together with one copy of the instrument of assignment, with each of the following:

- (i) General Accounting Office
- (ii) The Contracting Officer
- (iii) The surety or sureties upon the bond or bonds, if any, in connection with this contract
- (iv) The officer designated in this contract to make payments thereunder

(c) Any claim under this contract which has been assigned pursuant to the foregoing provisions of this article may be further assigned and reassigned to a bank, trust company or other financing institution, including any Federal lending agency. In the event of such further assignment or reassignment the assignee shall file one signed copy of a written notice of the further assignment or reassignment together with a true copy of the instrument of further assignment or reassignment with the Contractor; and shall file four signed copies of such written notice and one copy of such instrument with each of the parties designated in the preceding paragraph.

(d) No assignee shall divulge any information concerning the contract except to those persons concerned with the transaction.

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~~... of the contract of subcontracting of work under this contract. All such work will be made on all ~~... of the contractor.~~~~

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Article 25. Anti-Discrimination. (a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin.

(b) The Contractor agrees that the provisions (a) above will be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw materials shall not be considered as a subcontract.

Article 26. Notice to the Government of Labor Disputes. - Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor will immediately give notice thereof to the Contracting Officer. Such notice shall include all relevant information with respect to such dispute.

Article 27. Safety and Accident Prevention. - The Contractor agrees to conform to all health and safety regulations and requirements of the Commission. The Contractor shall take all reasonable steps and precautions to protect health and minimize danger from all hazards to life and property, and shall make all reports and permit all inspections as provided in such regulations or requirements.

Article 28. Taxes. Unless otherwise indicated in the Contract (A) the prices herein do not include any state or local sales, use or other tax from which the contractor or this transaction of the procurement of these supplies is exempt, and (B) the prices herein include all applicable Federal taxes and other applicable state and local taxes in effect at the time of this contract. Upon request of the Contractor the Government will issue tax exemption certificates or furnish similar proof of exemption with respect to the taxes excluded from the price. Where any duties or taxes have been included in the contract price and a refund or drawback is obtained by the Contractor by reason of the export or re-export of supplies covered hereby, or of materials used in the performance of this contract, the amount of such refund or drawback will be paid over to the Government, or credited against amounts due from the Government under the contract; provided, however, that the Contractor shall not be required to apply for such refund or drawback unless so requested by the Contracting Officer.

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Article 29. Patents. The Contractor shall hold and save the Government, its officers, agents, servants and employees harmless from liability of any nature or kind, including costs and expenses, for or on account of any patented or unpatented invention, article or appliance manufactured or used in the performance of this contract, including their use by the Government.

Article 30. Disclosure of Information. (a) It is understood that disclosure of information relating to the work contracted for hereunder to any person not entitled to receive it, or failure to safeguard all Secret, Confidential and Restricted matter that may come to the Contractor or any person under his control in connection with the work under this contract, may subject the Contractor, his agents, employees and subcontractors to criminal liability under the laws of the United States. See Atomic Energy Act of 1946, Public Law 585, 79th Congress, 2nd Session; Title I of an Act approved June 15, 1917 (40 Stat. 217; 50 U.S.C. 31-42), as amended by an Act approved March 28, 1940 (54 Stat. 79); and the provisions of an Act approved Jan. 12, 1938 (52 Stat. 3; 50 U.S.C. 45-45d), as supplemented by Executive Order No. 8381, dated March 22, 1940, 5 F.R. 1147.

(b) The Contractor agrees to conform to all security regulations and requirements of the Atomic Energy Commission. Except as the Commission may authorize, in accordance with Section 10 (b) (5) (B) of the Atomic Energy Act of 1946, the Contractor agrees not to permit any individual to have access to restricted data until the Federal Bureau of Investigation shall have made an investigation and report to the Commission on the character, associations, and loyalty of such individual and the Commission shall have determined that permitting such person to have access to restricted data will not endanger the common defense or security. The term 'restricted data' as used in this paragraph means all data concerning the manufacture or utilization of atomic weapons, the production of fissionable material, or the use of fissionable material in the production of power, but shall not include any data which the Commission from time to time determines may be published without adversely affecting the common defense and security.

(c) The Contractor shall insert in all subcontracts under this contract provisions similar to the text of paragraph (a) and (b) of this Article.

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ARTICLE 31. Safeguarding Classified Information. The Contractor will be responsible in matters within his control for the safeguarding and proper handling of all Secret, Confidential or Restricted matters, information, or documents that may be disclosed or developed in connection with his work under this contract. The contractor will be responsible for seeing that all classified contracts for all or any portion of the work allotted to sub-contractors include a similar agreement.

ARTICLE 32. Clearance of Personnel. The contractor will at the direction of the Contracting Officer or his duly authorized representative provide such facilities in his own organization, perform such functions and furnish such information as may be required in connection with the clearance of personnel for duties involving access to classified information. The contractor will be responsible for seeing that all classified contracts for all or any portion of the work allotted to subcontractors include a similar agreement.

ARTICLE 33. Release of Information by Contractor. (1) The contractor, its officers, employees and agents, shall not, without obtaining the prior written approval of the contracting officer, supply, furnish and/or disclose any specifications, maps, drawings, photographs or any information whatsoever concerning the project or projects and/or work performed or to be performed under this contract for the purpose of having such matter or information published, in any form, in books, magazines and/or newspapers, press or radio releases or by any other means.

ARTICLE 34. Employment of Aliens. The Contractor will not permit any alien employed or to be employed by it or by any sub-bidder or subcontractor to have access to the drawings, specifications and accompanying enclosures relating to the performance of this contract, or to the models or material referred to therein, or to engineering principles, composition, sub-assemblies, or assemblies which are vital to the functioning or use of the article or article forming the subject matter of this contract, without the written consent beforehand of the Commission.

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

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THE UNITED STATES OF AMERICA
BY: UNITED STATES ATOMIC ENERGY COMMISSION
By: /s/ L. G. Mohr
L. G. MOHR
Contracting Officer
(Official title)

Two witnesses:

/s/ Coye E. Huffman
/s/ W. B. Brydges

ROBERT E. MCKEE
BY: /s/ J. R. Bremard
Attorney-in-Fact
(Business address)
} Contractor.

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

[CORPORATE SEAL]

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

Contracting Officer.

This contract is authorized by the ~~act~~ Atomic Energy Act of 1946

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

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

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

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

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

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

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

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

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

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

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

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

9. An officer of a corporation, a member of a partnership, or an agent signing for the principal, shall place his signature and title after the word "By" under the name of the principal. A contract executed by an attorney or agent on behalf of the contractor shall be accompanied by two authenticated copies of his power of attorney, or other evidence of his authority to act on behalf of the contractor.

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

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

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

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

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

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

TA-33-6/
Lab Job 174

Lab Job 174
Underground Chamber No. 2, TA-33
Bid opening August 17, 1948 at 2:00 p.m.

1. Wilson and Calvert	\$99,506	
2. J. F. Byrd	91,692	
3. R. E. McKee	61,500	- Award
4. Brown and Root	62,500	
5. Government Estimate	83,660	