

GENERAL SPECIFICATION FR-50 - 1935
DIVISION III
CONTRACT FORMS

STANDARD GOVERNMENT FORM OF INVITATION FOR BIDS
(CONSTRUCTION CONTRACT)

(Department) _____

_____ (Place) _____

_____ (Date) _____

SEALED BIDS, in $\left\{ \begin{array}{l} \text{duplicate} \\ \text{triplicate} \end{array} \right\}$ subject to the conditions contained herein, will be received
until _____, 19____, and then publicly opened, for furnishing
all labor and materials and performing all work for

10-1769

Where copies of plans are requested, a deposit of \$o
return.o

will be required to insure their

Guarantee will be required with each bid as follows:
(See paragraph 8 of Instructions to Bidders)

Performance bond will be required as follows:o

Liquidated damages for delay will be as set forth in Article 8.7 of "General Specification
FR-50-1935."

Partial payments { will } be made as set forth in Article 9.5 of "General Specification
~~with out~~ FR-50-1935."
(See Article 16 of contract)

Article on patents { will } be made a part of the contract.o
~~will not~~
(See directions on back of contract)

Bids must be submitted upon the Standard Government Form of Bid and the successful bidder will
be required to execute the Standard Government Form of Contract for Construction.

The right is reserved, as the interest of the Government may require, to reject any and all bids,o
to waive any informality in bids received, and to accept or reject any items of any bid, unless such bido
is qualified by specific limitation.

Envelopes containing bids must be sealed, marked, and addressed as follows:o

Bid for

To be openedo

NOTE.—See Standard Government Instructions to Bidders and copy of the Standard Government Form of Contract,
Bid Bond, and Performance Bond, which may be obtained upon application.

STANDARD GOVERNMENT INSTRUCTIONS TO BIDDERS (CONSTRUCTION AND SUPPLIES)

1.i Preparation of bids.—Unless otherwise directed in the invitation, bids shall be submitted in triplicate. Forms furnished, or copies thereof, shall be used, and strict compliance is necessary with the requirements of the invitation, these instructions, and the instructions printed on the forms. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the execution of the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. Copies of the bids shall be identical. The proper blank spaces in the bid and guaranty forms shall be suitably filled in.

2.i Labor and material not to be furnished by the Government.—The Government will not furnish any labor, material, or supplies unless specifically provided for in the contract.

3.i Signature to bids.—Each bid must give the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The names of all persons signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word “president,” “secretary,” “agent,” or other designation, without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Government, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

4.i Bids for all or part.—Where bids are not qualified by specific limitations, the Government reserves the right of awarding all or any of the items according to its best interests. Unless otherwise required in the specifications, bids for supplies shall be submitted in accordance with the numbered item or items given in the schedule.

5.i Alternative bids.—Alternative bids will not be considered unless called for.

6.i Specifications and schedules.—The specifications, schedules, and drawings which form the basis of any bid will be considered as a part thereof and will form a part of the contract. Copies of these papers, together with a copy of the standard contract form, including authorized additions or deletions, if any, will be furnished to or made available for the inspection of bidders by the office indicated in the advertisement or invitation.

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

8.i Guaranty.—Where security is required to insure the execution of contract and bond for performance of the service, no bid will be considered unless it is so guaranteed. The bidder, at his option, may furnish a guaranty bond, a certified check, or deposit, in accordance with Treasury Department regulations, United States bonds (at par value) as security in the amount required: *Provided*, That where not in conflict with the law, the bidder may be limited to the option of furnishing a certified check or United States bonds when the amount of the security does not exceed \$1,000, notice of such requirements to be given in the invitation to bidders.

In case security is in the form of a certified check or United States bond, the Government may make such disposition of the same as will accomplish the purpose for which submitted. Certified checks may be held uncollected at the bidder's risk. Certified checks, or the amount thereof, and United States bonds of unsuccessful bidders will be returned as soon as practicable after the opening. 10-1772

9.t Sufficiency of guarantors and sureties.—The bond of any surety company authorized by the Secretary of the Treasury to do business, or of two responsible individual sureties, will be accepted as security for any bid or contract. Individual guarantors or sureties must make the affidavit appearing on the bond as to their sufficiency and furnish the certificate of a judge or clerk of a court of record, at United States district attorney or commissioner, or the president or cashier of a bank or trust company. Individual sureties shall justify in sums aggregating not less than double the penalty of the bond.

10.t Restrictions as to guarantors and sureties.—A firm, as such, will not be accepted as a guarantor or surety, nor a partner for copartners or for a firm of which he is a member. Stockholders of a corporation may be accepted as guarantors or sureties provided their qualifications as such are not dependent upon their stock holdings therein. Guarantors and sureties, if individuals, must be citizens of the United States, except that sureties on bonds executed in any foreign country, the Canal Zone, the Philippine Islands, Puerto Rico, Hawaii, Alaska, or any possession of the United States, for the performance of contracts entered into in these places, need not be citizens of the United States, but if not citizens of the United States must be domiciled in the place where the contract is to be performed.

11.t Seals on bonds.—When the principal, a guarantor, or a surety is an individual, his signature to a guaranty or bond shall have affixed to it an adhesive or scroll seal. If executed in Maine, Massachusetts, or New Hampshire, an adhesive seal is required. Corporate seals shall be affixed by corporations, whether principals or sureties.

12.t Marking and mailing bids.—Bids, with their guaranties, must be securely sealed in suitable envelopes, addressed and marked on the outside as required by the invitation.

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

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

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

16.t Award or rejection of bids.—The contract will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is to the interest of the United States to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The United States, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the United States. It also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who is not in a position to perform the contract.

17.t Time of performance.—When not otherwise specified in the invitation, the bidder must state the least number of calendar days (counting Sundays and holidays) after date of receipt of notice to proceed, in which he will commence performance, and the number of calendar days (counting Sundays and holidays) thereafter in which he will complete. In stating time the bidder should make due allowance for probable difficulties which may be encountered. 10-1772

18. **Bidders interested in more than one bid.**—If more than one bid be offered by any one party, by or in the name of his or their clerk, partner, or other person, all such bids may be rejected. (Sec. 3722, R. S.) This shall not prevent a bidder from proceeding under paragraph 5 hereof, nor from quoting different prices on different qualities of material or different conditions of delivery. A party who has quoted prices on materials to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the materials or work.

19. **Errors in bid.**—Bidders or their authorized agents are expected to examine the maps, drawings, specifications, circulars, schedule, and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the bidder's own risk, and he can not secure relief on the plea of error in the bid. In case of error in the extension of prices the unit price will govern.

20. **Preference for domestic articles.**—Preference will be given to articles or materials of domestic production, conditions of quality and price, including duty, being equal.

21. **Dealer or manufacturer.**—In bids for supplies or manufactured articles, bidders will state whether they are manufacturers of or regular dealers in the articles. If practicable to do so, bidders who are not manufacturers will give the name of the manufacturer from whom the articles are to be obtained, including catalogue references.

22. **Samples.**—When samples are required, they must be submitted by the bidder so as to reach the office designated prior to the hour set for opening the bids. Samples shall be furnished free of expense to the Government, properly marked for identification, and accompanied by a list when there is more than one sample. The Government reserves the right to mutilate or destroy any sample submitted whenever it may be considered necessary to do so for the purpose of testing. Samples not required in connection with the award or delivery of supplies will, upon request, if promptly made, be returned at the bidder's expense.

23. **Contract and bond.**—The bidder to whom award is made must, when required, enter into written contract on the standard Government form, with satisfactory security in the amount required, within the period specified or, if no period be specified, within ten days after the prescribed forms are presented to him for signature.

24. **Eight-hour law.**—The eight-hour labor statute cited in Article 11 of the construction contract does not apply to the procurement of supplies, materials, or articles which may usually be bought in the open market, whether made to conform to particular specifications or not, or to the construction or repair of levees or revetments necessary for protection against floods or overflows on the navigable waters of the United States, or to any emergency caused by fire, famine, or flood, by danger to life or to property, or by other extraordinary event or condition on account of which the President shall subsequently declare the violation to have been excusable.

25. **Patents.**—Unless specified by the Government, patented articles shall not knowingly be used in connection with the performance of the contract by the contractor, unless he is the owner or licensee thereof or procures the same in open market, or unless full information relative thereto shall have been furnished in his proposal. The contractor must notify the Government immediately of any claim or infringement of any patent in connection with the performance of the contract.

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

STANDARD GOVERNMENT FORM OF BID
(CONSTRUCTION CONTRACT)

(Place) -----

(Date) -----

To -----

In compliance with your invitation for bids dated
and subject to all the conditions thereof, the undersigned

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

or an individual trading as

of the city of
hereby proposes to furnish all labor and materials and perform all work required for

in strict accordance with the specifications, schedules, and drawings,
for the consideration of

The undersigned agrees, upon receipt of written notice of the acceptance of this bid within days (60 days if no shorter period be specified) after the date of opening of the bids, to execute the standard form of Government contract, in accordance with the bid as accepted, and give bond, with good and sufficient surety, or sureties, for the faithful performance of the contract, within 10 days after the prescribed forms are presented for signature.

Performance will begin within 10 calendar days after date of receipt of notice to proceed and will be completed within calendar days from that date. **subject to such extensions as may be authorized by the terms of Article 8.6 of "General Specification FR-50-1935."**

By -----

(Business address)

NOTE.—Read Standard Government Instructions to Bidders before preparing this bid.

BID SCHEDULE

Bidders please note: Before preparing this proposal read carefully "Invitation for Bids" and "Instruction to Bidders."

The bidder must fill in the Bid Schedule for all items of work for which a quantity appears in the Bid Schedule as prepared, basing his bid on the use of domestic materials, supplies and articles. Bid prices are not to be entered or tendered for items for which no quantities appear in the Bid Schedule as prepared by the engineer.

The following is the itemized bid:

Item No.	Approx. quan.	Items with unit bid price written in words	Unit bid price	Amount bid
9.4 (1)		Maintenance of Existing Road and of Sections Accepted for Traffic, as authorized in Article 4.6(1), to be paid for as earned. Estimated cost set by the district engineer.....	Lump sum	
9.4 (2)		Maintenance of Special Detours, shown on plan as authorized in Article 4.6(2), to be paid for as earned. Estimated cost set by the district engineer.....	Lump sum	
20 (1)		Clearing units, Clearing at		
		..... per Clearing Unit		
20 (2)		Acres Clearing at		
		..... per acre		
21 (1)		Grubbing units, Grubbing, at		
		..... per Grubbing Unit		
21 (2)		Acres, Grubbing at		
		..... per acre		
22 (1)		Trees, Selective Removal of Trees, 6-inch size, at..		
		..... per tree		
22 (2)		Trees, Selective Removal of Trees, 10-inch size, at.		
		..... per tree		
22 (3)		Trees, Selective Removal of Trees, 18-inch size, at.		
		..... per tree		
22 (4)		Trees, Selective Removal of Trees, 30-inch size, at.		
		..... per tree		
22 (5)		Trees, Selective Removal of Trees, 36-inch size, at.		
		..... per tree		
23 (1)		Cu. yd. Stripping and Storing Topsoil, at		
		..... per cu. yd.		
24 (1)		Cu. yd. Unclassified Excavation, at		
		..... per cu. yd.		
24 (2)		Cu. yd. Solid Rock Excavation, at		
		..... per cu. yd.		
24 (3)		Cu. yd. Common Excavation, at		
		..... per cu. yd.		
25 (1)		Cu. yd. Unclassified Excavation for Structures at...		
		..... per cu. yd.		
26 (1)		Cu. yd. Unclassified Excavation for Borrow at.....		
		..... per cu. yd.		
27 (1)		Station Yard Overhaul, at		
		..... per sta. yd.		

Item No.	Approx. quan.	Items with unit bid price written in words	Unit bid price	Amounte bid
28 (1)e		Station Yard Special Overhaul, at per sta. yd.		
28 (2)		Cu. yd. mile Special Overhaul, at per cu. yd. mile		
30 (1)e		Cu. yd. Foundation Fill, at per cu. yd.e		
31 (1)e		Cu. yd. Stone or Gravel Sheathing, at per cu. yd.e		
35 (1)		Cu. yd. Special Disposal of Designated Material, at .. per cu. yd.		
37 (1)		Lin. ft. Furrow Ditches, at per lin. ft.		
38 (1)		Units Obliteration of Old Roads, at per unit of 1,000 sq. ft. area		
39 (1)e		Units Roadside Cleanup, at per roadside cleanup unit		
40 (1)		Miles Finishing Earth Graded Roads, ate..... per mile		
41 (1)		Miles Fine Grading of Subgrade and Shoulders ate..... per mile		
44 (1)		Cu. yd. Local Subgrade Reinforcement, at per cu. yd.		
50 (1)		Cu. yd. 3-in. Heavy Gravel Base Course at per cu. yd.e		
50 (2)		Cu. yd. 2-in. Heavy Gravel Base Course at per cu. yd.		
51 (1)e		Tons Gravel Base Course at per ton		
52 (1)		Cu. yd. Gravel Base Course at per cu. yd.		
53 (1)		Tons Chert Base Course at per tone		
54 (1)e		Cu. yd. Chert Base Course at per cu. yd.		
55 (1)		Tons Dry Choked Stone or Slag Base Course at per ton		
56 (1)		Cu. yd. Dry Choked Stone or Slag Base Course at per cu. yd.e		
57 (1)		Sq. yd. Reconstructed Base Course at per sq. yd.		
57 (2)		Tons Base Course Material at per tone		
57 (3)		Cu. yd. Base Course Material at per cu. yd.		
58 (1)		Sq. yd. Road Foundation Reformed and Stabilizede..... per sq. yd.e		

Item No.	Approx. quan.	Items with unit bid price written in words	Unit bid price	Amount bid
58 (2)		Tons Stabilizing Foundation Material at per ton		
58 (3)		Cu. yd. Stabilizing Foundation Material at per cu. yd.		
59 (1)		Miles Road Reconditioning at per mile		
59 (2)		Units, Watering at per 1000 gal. unit		
59 (3)		Hours Roller Operation at per hour		
59 (4)		Providing and Maintaining Water Plant at each		
59 (5)		Providing and Maintaining Roller on the Job at each		
60 (1)		Tons Bituminous Macadam Base Course at per ton		
60 (2)		Gal. Macadam Base Asphalt at per gal.		
60 (3)		Gal. Macadam Base Tar at per gal.		
61 (1)		Tons Hot Asphalt Concrete Base Course at per ton		
61 (2)		Tons Hot Asphalt Concrete Base Course, Slag Aggregate at per ton		
100 (1)		Tons Crusher Run Bottom Course at per ton		
100 (2)		Tons Crusher Top Course at per ton		
100 (3)		Tons Supplemental Crushed Stone at per ton		
100 (4)		Tons Supplemental Crushed Gravel at per ton		
100 (5)		Units, Watering at per 1000 gal. unit		
100 (6)		Days Roller Operation per day		
100 (7)		Furnishing Roller each		
100 (8)	Lump sum	Furnishing Water Plant or Plants for project	Lump sum	
101 (1)		Tons Crusher Run Top Course at per ton		
101 (2)		Tons Supplemental Crushed Stone at per ton		
101 (3)		Tons Supplemental Crushed Gravel at per ton		
101 (4)		Units, Watering at per 1000 gal. unit		

Item No.	Approx. quan.	Items with unit bid price written in words	Unit bid price	Amount bid
101 (5)		Days Roller Operation at per day		
101 (6)		Furnishing Roller each		
101 (7)		Furnishing Water Plant or Plants for project		
102 (1)		Tons Gravel Bottom Course at per ton		
102 (2)		Tons Gravel Top Course at per ton		
102 (3)		Tons Supplemental Gravel at per ton		
102 (4)		Units, Watering at per 1000 gal. unit		
102 (5)		Days Roller Operation at per day		
102 (6)		Furnishing Roller each		
102 (7)	Lump sum	Furnishing Water Plant or Plants for project	Lump sum	
110 (1)		Gal. Refined Tar for Prime Coat at per gal.		
110 (2)		Gal. Cutback Asphalt for Prime Coat at per gal.		
110 (3)		Gal. Emulsified Asphalt for Prime Coat at per gal.		
111 (1)		Gal. Refined Tar for Tack Coat at per gal.		
111 (2)		Gal. Cutback Asphalt for Tack Coat at per gal.		
111 (3)		Gal. Emulsified Asphalt for Tack Coat at per gal.		
111 (4)		Gal. Asphalt Cement for Tack Coat at per gal.		
112 (1)		Tons Cover (Class A Pavement)-Grading A at per ton		
112 (2)		Tons Cover (Class A Pavement) -Grading B at per ton		
112 (3)		Tons Cover (Class A Pavement) - Split Method at per ton		
112 (4)		Gal. Cutback Asphalt for Class A Pavement at per gal.		
112 (5)		Tons Cutback Asphalt for Class A Pavement at per ton		
112 (6)		Gal. 95% Liquid Asphalt for Class A Pavement at per gal.		

Item No.	Approx. quan.	Items with unit bid price written in words	Unit bid Price	Amount bid
112 (7)		Tons 95% Liquid Asphalt for Class A Pavement at per ton		
112 (8)		Gals. OH-1 Liquid Asphalt for Class A Pavement at per gal.		
112 (9)		Tons OH-1 Liquid Asphalt for Class A Pavement at per ton		
112 (10)		Gal. Tar for Class A Pavement at per gal.		
112 (11)		Tons Tar for Class A Pavement at per ton		
112 (12)		Gal. Emulsified Asphalt for Class A Pavement at per gal.		
112 (13)		Tons Emulsified Asphalt for Class A Pavement at per ton		
113 (1)		Tons Class A Seal Aggregate-Grading A at per ton		
113 (2)		Tons Class A Seal Aggregate-Grading B at per ton		
113 (3)		Gal. Cutback Asphalt for Class A seal at per gal.		
113 (4)		Tons Cutback Asphalt for Class A Seal at per ton		
113 (5)		Gal. 95% Liquid Asphalt for Class A Seal at per gal.		
113 (6)		Tons 95% Liquid Asphalt for Class A Seal at per ton		
113 (7)		Gal. OH-1 Liquid Asphalt for Class A Seal at per gal.		
113 (8)		Tons OH-1 Liquid Asphalt for Class A Seal at per ton		
113 (9)		Gal. Tar for Class A Seal at per gal.		
113 (10)		Tons Tar for Class A Seal at per ton		
113 (11)		Gal. Emulsified Asphalt for Class A Seal at per gal.		
113 (12)		Tons Emulsified Asphalt for Class A Seal at per ton		
114 (1)		Tons Aggregate for Class A Pavement at per ton		
114 (2)		Gal. Cutback Asphalt for Class A Pavement at per gal.		
114 (3)		Tons Cutback Asphalt for Class A Pavement at per ton		
114 (4)		Gal. 95% Liquid Asphalt for Class A Pavement at per gal.		

Item No.	Approx. quan.	Items with unit bid price written in words	Unit bid price	Amount bid
114 (5)		Tons 95 $\frac{1}{2}$ Liquid Asphalt for Class A Pavement at... per ton		
114 (6)		Gal. OH-1 Liquid Asphalt for Class A Pavement at.. per gal.		
114 (7)		Tons OH-1 Liquid Asphalt for Class A Pavement at.. per ton		
114 (8)		Gal. Tar for Class A Pavement at per gal.		
114 (9)		Tons Tar for Class A Pavement at per ton		
115 (1)		Tons Aggregate for Light Armor Coat at per ton		
115 (2)		Gal. Cutback Asphalt for Class A Pavement at..... per gal.		
115 (3)		Tons Cutback Asphalt for Class A Pavement at..... per ton		
115 (4)		Gal. 95 $\frac{1}{2}$ Liquid Asphalt for Class A Pavement at... per gal.		
115 (5)		Tons 95 $\frac{1}{2}$ Liquid Asphalt for Class A Pavement at... per ton		
115 (6)		Gal. Emulsified Asphalt for Class A Pavement at... per gal.		
115 (7)		Tons Emulsified Asphalt for Class A Pavement at... per ton		
116 (1)		Tons Aggregate for Heavy Armor Coat at per ton		
116 (2)		Gal. Cutback Asphalt for Class A Pavement at..... per gal.		
116 (3)		Tons Cutback Asphalt for Class A Pavement at..... per ton		
116 (4)		Gal. 95 $\frac{1}{2}$ Liquid Asphalt for Class A Pavement at... per gal.		
116 (5)		Tons 95 $\frac{1}{2}$ Liquid Asphalt for Class A Pavement at... per ton		
116 (6)		Gal. Emulsified Asphalt for Class A Pavement at... per gal.		
116 (7)		Tons Emulsified Asphalt for Class A Pavement at... per ton		
120 (1)		Miles B-1 Road Mix Surfacing Laid at per mile		
120 (2)		Tons Class B New Aggregate-Grading A at per ton		
120 (3)		Tons Class B New Aggregate-Grading B at per ton		
120 (4)		Tons Class B Cover Aggregate at per ton		

Item No.	Approx. quan.	Items with unit bid price written in words	Unit bid price	Amount bid
120 (5)		Cu. yd. Mineral Filler for Class B at per cu. yd.		
120 (6)		Gal. Slow Curing Asphalt for Class B Road Mix at.... per gal.		
120 (7)		Tons Slow Curing Asphalt for Class B Road Mix at.... per ton		
120 (8)		Gal. Cutback Asphalt for Class B Seal at per gal.		
120 (9)		Tons Cutback Asphalt for Class B Seal at per ton		
120 (10)		Units, Watering at per 1000 gal. unit		
121 (1)		Tons Class B Dense Plant Mixture at per ton		
121 (2)		Tons Class B Cover Aggregate at per ton		
121 (3)		Gal. Bituminous Material for Class B-2 at per gal.		
121 (4)		Tons Bituminous Material for Class B-2 at per ton		
121 (5)		Gal. Cutback Asphalt for Class B-2 Seal at per gal.		
121 (6)		Tons Cutback Asphalt for Class B-2 Seal at per ton		
122 (1)		Miles C-1 Road Mix Surfacing Laid at per mile		
122 (2)		Tons Class C New Aggregate-Grading A at per ton		
122 (3)		Tons Class C New Aggregate-Grading B at per ton		
122 (4)		Tons Class C Cover Aggregate at per ton		
122 (5)		Cu. yd. Mineral Filler for Class C at per cu. yd.		
122 (6)		Gal. Cutback Asphalt for Class C-1 Road Mix at..... per gal.		
122 (7)		Tons Cutback Asphalt for Class C-1 Road Mix at..... per ton		
122 (8)		Gal. Cutback Asphalt for Class C Seal at..... per gal.		
122 (9)		Tons Cutback Asphalt for Class C Seal at..... per ton		
122 (10)		Units, Watering at per 1,000 gal. unit		
123 (1)		Tons Light Retread Grading ____ at per ton		

Item No.	Approx. quantity	Items with unit bid price written in words	Unit bid price	Amount bid
123 (2)e		Tons Medium Retread Grading ___ at per ton		
123 (3)		Tons Heavy Retread Grading ___ at per ton		
123 (4)		Tons Retread Seal Cover at per ton		
123 (5)		Tons Choked Seal Cover at per ton		
123 (6)		Gal. Cutback Asphalt for Retread at per gal.		
123 (7)		Tons Cutback Asphalt for Retread at per ton		
123 (8)		Gal. Tar for Retread at per gal.		
123 (9)		Tons Tar for Retread at per ton		
123 (10)		Gal. Emulsified Asphalt for Retread at per gal.		
123 (11)		Tons Emulsified Asphalt for Retread at per ton		
130 (1)		Tons D-1 Mosaic Macadam Pavement at per ton		
130 (2)		Gal. D-1 Bituminous Material (asphalt) at per gal.		
130 (3)		Gal. D-1 Bituminous Material (tar) at per gal.		
131 (1)e		Tons D-2 Three Application Macadam at per ton		
131 (2)		Gal. D-2 Bituminous Material (asphalt) at per gal.		
131 (3)		Gal. D-2 Bituminous Material (tar) at per gal.		
132 (1)		Tons E-1 Penetration Macadam at per ton		
132 (2)		Gal. E-1 Bituminous Material (asphalt) at per gal.		
132 (3)		Gal. E-1 Bituminous Material (tar) at per gal.		
133 (1)		Tons EM Four Application Macadam at per ton		
133 (2)		Gal. EM Penetration Emulsified Asphalt at per gal.		
134 (1)		Tons EO Four Application Macadam at per ton		
134 (2)		Gal. EO Asphalt at per gal.		

Item No.	Approx. quan.	Items with unit bid price written in words	Unit bid price	Amount bid
134 (3)		Gal. EO Cutback Asphalt at per gal.		
134 (4)		Gal. Emulsified Asphalt at per gal.		
140 (1)		Tons Class F-Dense Plant Mixture at per ton		
140 (2)		Tons Cover Aggregate at per ton		
140 (3)		Gals. Medium Curing Cutback Asphalt for Class F at per gal.		
140 (4)		Tons Medium Curing Cutback Asphalt for Class F at per ton		
140 (5)		Gal. Rapid Curing Cutback Asphalt for Class F at per gal.		
140 (6)		Tons Rapid Curing Cutback Asphalt for Class F at per ton		
203 (1)		Units Log Trestle Spans Complete ___ Length at.... per unit		
203 (2)		Units Log Trestle Spans Complete ___ Length at.... per unit		
203 (3)		Units Log Trestle Spans Complete ___ Length at.... per unit		
203 (4)		Units Log Trestle Spans Complete ___ Length at.... per unit		
203 (5)		Lin. Ft. Logs in Log Bents at per lin. ft.		
204 (1)		Run. ft. Log Culverts ___ Size at per running ft.		
204 (2)		Run. ft. Log Culverts ___ Size at per running ft.		
204 (3)		Run. ft. Log Culverts ___ Size at per running ft.		
204 (4)		Run. ft. Log Culverts ___ Size at per running ft.		
206 (1)		Cu. yd. Class A Concrete at per cu. yd.		
206 (2)		Cu. yd. Class B Concrete at per cu. yd.		
206 (3)		Cu. yd. Class D Concrete at per cu. yd.		
206 (4)		Cu. yd. Class S Concrete at per cu. yd.		
206 (5)		Sq. ft. Metal Structural Expansion Joint at..... per sq. ft.		

Item No.	Approx. quan.	Items with unit bid price written in words	Unit bid price	Amount bid
207 (1)		Lb. Reinforcing Steel at per lb.r		
220 (1)		Lb. Structural Steel at per lb.		
220 (2)		Lb. Structural Steel () at per lb.		
230 (1)		M Ft. B.M. Untreated Timber at per M Ft. B.M.		
230 (2)r		M Ft. B.M. Treated Timber, Creosote Preservative at per M Ft. B.M.		
230 (3)		M Ft. B.M. Treated Timber, Zinc Chloride Salts Preservative at per M Ft. B.M.		
230 (4)r		M Ft. B.M. Treated Timber, Wolman Salts Preservative at per M Ft. B.M.		
230 (5)		M Ft. B.M. Treated Timber, ZMA Preservative at..... per M Ft. B.M.		
230 (6)		M Ft. B.M. Untreated Timber Including Bridge Iron at per M Ft. B.M.		
230 (7)		M Ft. B.M. Treated Timber, Creosote Preservative Including Bridge Iron at per M Ft. B.M.		
230 (8)		M Ft. B.M. Treated Timber, Zinc Chloride Salts Preservative Including Bridge Iron at per M Ft. B.M.		
230 (9)		M Ft. B.M. Treated Timber, Wolman Salts Preservative Including Bridge Iron at per M Ft. B.M.		
230 (10)		M Ft. B.M. Treated Timber, ZMA Preservative Including Bridge Iron at per M Ft. B.M.		
240 (1)		Cu. yd. Class A Cement Stone Masonry at per cu. yd.		
241 (1)		Cu. yd. Class B Cement Stone Masonry at per cu. yd.		
242 (1)		Cu. yd. Cement Rubble Masonry at per cu. yd.		
243 (1)		Cu. yd. Dry Rubble Masonry at per cu. yd.		
250 (1)		Lin. ft. ___ inch Standard Reinf. Concrete Cul. Pipe at per lin. ft.		
250 (2)		Lin. ft. ___ inch Standard Reinf. Concrete Cul. Pipe at per lin. ft.		
250 (3)		Lin. ft. ___ inch Standard Reinf. Concrete Cul. Pipe at per lin. ft.		
250 (4)		Lin. ft. ___ inch Standard Reinf. Concrete Cul. Pipe at per lin. ft.		
250 (5)		Lin. ft. ___ inch Extra Strength Reinf. Concrete Cul. Pipe at per lin. ft.r		

Item No.	Approx. quan.	Items with unit bid price written in words	Unit bid price	Amount bid
250 (6)		Lin. ft. ___ inch Extra Strength Reinf. Concrete Cul. Pipe at per lin. ft.		
250 (7)		Lin. ft. ___ inch Extra Strength Reinf. Concrete Cul. Pipe at per lin. ft.		
250 (8)		Lin. ft. ___ inch Extra Strength Reinf. Concrete Cul. Pipe at per lin. ft.		
251 (1)		Lin. ft. ___ inch Cast Iron Cul. Pipe, Standard, at per lin. ft.		
251 (2)		Lin. ft. ___ inch Cast Iron Cul. Pipe, Standard, at per lin. ft.		
251 (3)		Lin. ft. ___ inch Cast Iron Cul. Pipe, Standard, at per lin. ft.		
251 (4)		Lin. ft. ___ inch Cast Iron Cul. Pipe, Standard, at per lin. ft.		
251 (5)		Lin. ft. ___ inch Cast Iron Cul. Pipe, Heavy, at... per lin. ft.		
251 (6)		Lin. ft. ___ inch Cast Iron Cul. Pipe, Heavy, at... per lin. ft.		
251 (7)		Lin. ft. ___ inch Cast Iron Cul. Pipe, Heavy, at... per lin. ft.		
251 (8)		Lin. ft. ___ inch Cast Iron Cul. Pipe, Heavy, at... per lin. ft.		
251 (9)		Lin. ft. ___ inch Cast Iron Cul. Pipe, Extra Heavy at per lin. ft.		
251 (10)		Lin. ft. ___ inch Cast Iron Cul. Pipe, Extra Heavy at per lin. ft.		
251 (11)		Lin. ft. ___ inch Cast Iron Cul. Pipe, Extra Heavy at per lin. ft.		
251 (12)		Lin. ft. ___ inch Cast Iron Cul. Pipe, Extra Heavy at per lin. ft.		
252 (1)		Lin. ft. ___ inch Corr. Gal. Sheet Metal Pipe at... per lin. ft.		
252 (2)		Lin. ft. ___ inch Corr. Gal. Sheet Metal Pipe at... per lin. ft.		
252 (3)		Lin. ft. ___ inch Corr. Gal. Sheet Metal Pipe at... per lin. ft.		
252 (4)		Lin. ft. ___ inch Corr. Gal. Sheet Metal Pipe at... per lin. ft.		
252 (5)		Lin. ft. ___ inch Corr. Gal. Sheet Metal Pipe at... per lin. ft.		
252 (6)		Lin. ft. ___ inch Corr. Gal. Sheet Metal Pipe at... per lin. ft.		
253 (1)		Lin. ft. ___ inch Bit. Coated Corr. Sheet Metal Pipe at per lin. ft.		
253 (2)		Lin. ft. ___ inch Bit. Coated Corr. Sheet Metal Pipe at per lin. ft.		

Item No..	Approx. quan.	Items with unit bid price written in words	Unit bid price	Amount bid
253 (3)		Lin. ft. ___ inch Bit. Coated Corr. Sheet Metal Pipe at per lin. ft..		
253 (4)		Lin. ft. ___ inch Bit. Coated Corr. Sheet Metal. Pipe at per lin. ft.		
253 (5)		Lin. ft. ___ inch Bit. Coated Corr. Sheet Metal. Pipe at per lin. ft.		
253 (6)		Lin. ft. ___ inch Bit. Coated Corr. Sheet Metal Pipe at per lin. ft.		
254 (1)		Lin. ft. ___ inch Vitrified Clay Pipe at per lin. ft.		
254 (2)		Lin. ft. ___ inch Vitrified Clay Pipe at per lin. ft..		
254 (3)		Lin. ft. ___ inch Vitrified Clay Pipe at per lin. ft.		
254 (4)		Lin. ft. ___ inch Vitrified Clay Pipe at per lin. ft..		
300 (1)		Lin. ft. Untreated Timber Piling at per lin. ft..		
300 (2)		Lin. ft. Treated Timber Piling at per lin. ft..		
300 (3)		Lin. ft. Concrete Piling at per lin. ft..		
300 (4)		Pile Shoes at each		
300 (5)		Loading Tests of Piles each		
300 (6)		Test Piles at..... each		
301 (1)		Cu. yd. Hand Laid Rock Embankment at per cu. yd.		
302 (1)		Cu. yd. Loose Riprap at per cu. yd.		
303 (1)		Cu. ft. Concrete Cribbing at per cu. ft.		
304 (1)		Sq. ft. Metal Cribbing at per sq. ft..		
305 (1)		M Ft. B.M. Untreated Timber Cribbing at..... per M Ft. B.M.		
305 (2)		M Ft. B.M. Treated Timber Cribbing at per M Ft. B.M.		
305 (3)		Sq. ft. Log Cribbing at per sq. ft..		
306 (1)		Lin. ft. ___ inch Clay Sewer Pipe Underdrain at.... per lin. ft.		
306 (2)		Lin. ft. ___ inch Clay Sewer Pipe Underdrain at.... per lin. ft..		

Item No.	Approx. quan.	Items with unit bid price written in words	Unit bid price	Amount bid
306 (3)		Lin. ft. ___ inch Clay Sewer Pipe Underdrain at.... per lin. ft.		
306 (4)		Lin. ft. ___ inch Clay Sewer Pipe Underdrain at.... per lin. ft.		
306 (5)		Lin. ft. ___ inch Plain Concrete Pipe Underdrain at per lin. ft.		
306 (6)		Lin. ft. ___ inch Plain Concrete Pipe Underdrain at per lin. ft.		
306 (7)		Lin. ft. ___ inch Plain Concrete Pipe Underdrain at per lin. ft.		
306 (8)		Lin. ft. ___ inch Plain Concrete Pipe Underdrain at per lin. ft.		
306 (9)		Lin. ft. ___ inch Perforated Corr. Sheet Metal Pipe Underdrain at per lin. ft.		
306 (10)		Lin. ft. ___ inch Perforated Corr. Sheet Metal Pipe Underdrain at per lin. ft.		
306 (11)		Lin. ft. ___ inch Perforated Corr. Sheet Metal Pipe Underdrain at per lin. ft.		
306 (12)		Lin. ft. ___ inch Perforated Corr. Sheet Metal Pipe Underdrain at per lin. ft.		
306 (13)		Lin. ft. ___ inch Bit. Coated Perforated Corr. Sheet Metal Pipe Underdrain at per lin. ft.		
306 (14)		Lin. ft. ___ inch Bit. Coated Perforated Corr. Sheet Metal Pipe Underdrain at per lin. ft.		
306 (15)		Lin. ft. ___ inch Bit. Coated Perforated Corr. Sheet Metal Pipe Underdrain at per lin. ft.		
306 (16)		Lin. ft. ___ inch Bit. Coated Perforated Corr. Sheet Metal Pipe Underdrain at per lin. ft.		
306 (17)		Lin. ft. Blind Drain at per lin. ft.		
307 (1)		Drop Inlets ___ inch at each		
307 (2)		Drop inlets ___ inch at each		
307 (3)		Catch Basins at each		
307 (4)		Reinforced Concrete Inlet Cover at each		
307 (5)		Pairs Cast Iron Frames and Gratings at per pair		
308 (1)		Sq. yd. Grouted Rubble Gutter at per sq. yd.		
309 (1)		Lin. ft. Concrete Curb of ___ inches depth at per lin. ft.		

Item No.	Approx. quan.	Items with unit bid price written in words	Unit bid price	Amount bid
309 (2)		Lin. ft. Concrete Curb of ___ inches depth at..... per lin. ft.		
309 (3)		Lin. ft. Combination Concrete Curb and Gutter at.... per lin. ft.		
310 (1)		M Ft. B.M. Plank Floor at per M Ft. B.M.		
311 (1)		M Ft. B.M. Laminated or Strip Floors at per M Ft. B.M.		
312 (1)		Sq. yd. Mineral Surfaced Asphalt Plank ___ inches thick at per sq. yd.		
312 (2)		Sq. yd. Mineral Surfaced Asphalt Plank ___ inches thick at per sq. yd.		
314 (1)		Sq. yd. Membrane Waterproofing at per sq. yd.		
314 (2)		Sq. yd. Membrane Waterproofing with Mortar Protection at per sq. yd.		
314 (3)		Sq. yd. Membrane Waterproofing with Asphalt Plank Protection at per sq. yd.		
315 (1)		Sq. yd. Damp proofing at per sq. yd.		
316 (1)		Lb. Bronze Bearing Plates at per lb.		
317 (1)		Lb. Copper Flashing at per lb.		
318 (1)		Sq. ft. Asbestos Board Blast Shield at per sq. ft.		
319 (1)		Right of Way Monuments-Type A at each		
319 (2)		Right of Way Monuments-Type B at each		
320 (1)		Concrete Maintenance Posts at each		
321 (1)		Cattle Guards at each		
322 (1)		Lin. ft. Barbed Wire Fence at per lin. ft.		
323 (1)		Gates at each		
324 (1)		Miles Traffic Stripe at per mile		
325 (1)		Lin. ft. Hub-High Rustic Guard Rail at per lin. ft.		
325 (2)		Lin. ft. Hub-High Untreated Wood Guard Rail at..... per lin. ft.		
325 (3)		Lin. ft. Hub-High Treated Wood Guard Rail at..... per lin. ft.		

The bidder is hereby notified that the items identified by number herein below, in groups as indicated in the tabulation, are intended to be alternates, one only in each group to be supplied or constructed under the contract. The bidder is to insert his bid price in the bid schedule opposite that item of those called for in each group which he intends to supply or construct. Alternates in mutual competition appear in the same column.

ALTERNATES BY GROUPS
(numbers correspond to numbers of
specification items)

Group I	Group II	Group III	Group IV

The bidder hereby warrants that all unmanufactured articles, materials, and supplies offered in the foregoing bid schedule have been mined or produced in the United States, and that all manufactured articles, materials, and supplies offered have been manufactured in the United States wholly from articles, materials, or supplies mined, produced or manufactured, as the case may be, in the United States, except as stated below.

STANDARD GOVERNMENT FORM OF BID BOND
(CONSTRUCTION OR SUPPLY)

Know all Men by these Presents, That we,

(See Instructions 4, 5, and 7)

as PRINCIPAL, and

as SURETY,

(See Instructions 2, 3, 4, and 7)

are held and firmly bound unto the United States of America, hereinafter called the Government, in the penal sum of

dollars

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying bid, dated _____, 19____, for

Now, THEREFORE, if the principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Government, in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the principal shall pay the Government the difference between the amount specified in said bid and the amount for which the Government may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 19____, the name and corporate seal

of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of—

----- [SEAL]
(Individual principal)

(Address) (Business address)

----- [SEAL]
(Individual principal)

(Address) (Business address)

----- [SEAL]
(Individual surety)

(Address) (Business address)

----- [SEAL]
(Individual surety)

(Address) (Business address)

Attest:

(Corporate principal)

(Business address)

----- By ----- [AFFIX CORPO-
RATE SEAL]

Attest:

(Corporate surety)

(Business address)

----- By ----- [AFFIX CORPO-
RATE SEAL]

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

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

(The above must be filled in by corporate surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

----- [CORPORATE SEAL]

AFFIDAVIT BY INDIVIDUAL SURETY

STATE OF _____ }
COUNTY OF _____ } ss:

I, _____, being duly sworn, depose and say that I am one of the sureties to the foregoing bond; that I am a citizen of the United States, and of full age and legally competent; that I reside at _____ and that I am worth in real estate and personal property the sum of _____ dollars, over and above (1) all my debts and liabilities, owing and incurred, (2) any property exempt from execution, (3) and aggregate full penalties on all other bonds on which I am surety, and (4) any pecuniary interest I have in the business of the principal on said bond; that I own, unincumbered, real estate, the fee of which is in my name, worth _____ dollars, located in _____; that said property is not exempt from seizure and sale under any homestead law, community, or marriage law, or upon any attachment, execution, or judicial process, and that I am not surety on any other bonds, except as follows:

(State character and amount of each bond. If not on other bonds, so state)

(Surety's signature)

Subscribed and sworn to before me this _____ day of _____, 19 _____,

at

[OFFICIAL SEAL]

(Title of official administering oath)

AFFIDAVIT BY INDIVIDUAL SURETY

STATE OF _____ }
COUNTY OF _____ } :

I, _____, being duly sworn, depose and say that I am one of the sureties to the foregoing bond; that I am a citizen of the United States, and of full age and legally competent; that I reside at _____ and that I am worth in real estate and personal property the sum of _____ dollars, over and above (1) all my debts and liabilities, owing and incurred, (2) any property exempt from execution, (3) the aggregate full penalties on all other bonds on which I am surety, and (4) any pecuniary interest I have in the business of the principal on said bond; that I own, unincumbered, real estate, the fee of which is in my name, worth _____ dollars, located in _____; that said property is not exempt from seizure and sale under any homestead law, community, or marriage law, or upon any attachment, execution, or judicial process; and that I am not surety on any other bonds, except as follows:

(State character and amount of each bond. If not on other bonds, so state)

(Surety's signature)

Subscribed and sworn to before me this _____ day of _____, 19____, at _____

[OFFICIAL SEAL]

(Title of official administering oath)

CERTIFICATE OF SUFFICIENCY

I, _____, do hereby certify that one of the sureties named above, is personally known to me, and that, to the best of my knowledge and belief, the facts stated by such surety in the foregoing affidavit are true.

(Address)

CERTIFICATE OF SUFFICIENCY

I, _____, do hereby certify that one of the sureties named above, is personally known to me, and that, to the best of my knowledge and belief, the facts stated by such surety in the foregoing affidavit are true.

(Address)

INSTRUCTIONS

1. This form shall be used for construction work or the furnishing of supplies, whenever a bond is required.

2. The surety on the bond for any bid or for the performance of the contract may be any corporation authorized by the Secretary of the Treasury to act as surety, or two responsible individual sureties. Individual sureties shall justify in sums aggregating not less than double the penalty of the bond.

3. A firm, as such, will not be accepted as a surety, nor a partner for copartners or for a firm of which he is a member. Stockholders of a corporate principal may be accepted as sureties provided their qualifications as such are independent of their stock holdings therein. Sureties, if individuals, shall be citizens of the United States, except that sureties on bonds executed in any foreign country, the Canal Zone, the Philippine Islands, Puerto Rico, Hawaii, Alaska, or any possession of the United States, for the performance of contracts entered into in these places, need not be citizens of the United States, but if not citizens of the United States shall be domiciled in the place where the contract is to be performed.

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

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

6. The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond.

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

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

9. Each individual surety shall justify, under oath, according to the form appearing on the bond, before a United States commissioner, a clerk of a United States court, a notary public, or some other officer having authority to administer oaths generally. If the officer has an official seal it shall be affixed, otherwise the proper certificate as to his official character shall be furnished. Where citizenship is not required, as provided in paragraph 3 of these Instructions, the affidavit may be amended accordingly.

10. The certificate of sufficiency shall be signed by an officer of a bank or trust company, or by a judge or clerk of a court of record, a United States district attorney or commissioner, a postmaster, a collector or deputy collector of internal revenue, or any other officer of the United States acceptable to the department or establishment concerned.

11. The date of the bond must not be prior to the date of the instrument for which it is given.

SPECIAL PROVISIONS

Contract No

CONTRACT

(CONSTRUCTION)

.....
(Department)

.....
(Contractor)

Contract for Amount, \$.....

Place

CONTRACT FOR CONSTRUCTION

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

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

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

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

for the consideration of payment made as provided at the unit prices set forth in the Bid Schedule.

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

General Specification FR-50-1935

The work shall be commenced within 10 calendar days from the date of receipt of notice to proceed
and shall be completed within _____ calendar days from the date of receipt of notice to proceed, subject to such extensions as may be authorized by the terms of Article 8.6 of "General Specification FR-50-1935."

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

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

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

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

ARTICLE 6. *Inspection.*—(a) All material and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination, and test by Government inspectors at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The Government shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefor, and the contractor shall promptly segregate and remove the same 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 to unnecessarily 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 requested by the contractor.

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

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

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

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 the actual damages for the delay will be impossible to determine 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, 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 care of 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 the proper care and protection of all materials delivered and work performed until completion and final acceptance.

ARTICLE 11. *Eight-hour law—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. 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, 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, and 326, relating to hours of labor.

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

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

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

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

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

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

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

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Government, but this provision shall not be construed as relieving the contractor from the sole responsibility for the care and protection of 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 Public Act No. 403, 74th Cong., approved Aug. 30, 1935, 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 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.

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

ARTICLE 19. *Nonrebate.*—(a) The contractor shall furnish to the Government representative in charge at the site of the work covered by this contract, or if no Government representative is in charge at the site, shall mail to the Federal agency having control of the project, within 3 days after the payment of each and every weekly pay roll, an affidavit in the form prescribed by regulations issued jointly by the Secretary of the Treasury and the Secretary of the Interior under date of January 8, 1935, to be effective on and after January 15, 1935, or any modification thereof pursuant to the act of June 13, 1934 (48 Stat. 948), sworn to by the officer or employee of the contractor supervising such payment, to the effect that each and every person employed on the work has been paid in full the weekly wages shown on the pay roll covered by the affidavit; that no rebates or deductions from any wages due such employee or employees have been made either directly or indirectly; and that to the best of the knowledge and belief of the affiant no agreement or understanding exists with any person employed on the project pursuant to which any person, directly or indirectly, by force, intimidation, threat, or otherwise, induces or receives any deductions or rebates in any manner whatever from any sum paid or to be paid any person for labor performed in carrying out this contract. At the time upon which the first affidavit with respect to wages paid employees is filed the contractor shall also furnish an affidavit setting forth the name of the officer or employee who supervises the payment of employees and stating that such officer or employee is in a position to have full knowledge of the facts set forth in the affidavit respecting the payment of wages of employees. In the event that the contractor is a corporation the second affidavit herein described shall be executed by its president or a vice president; in case the contractor is a partnership such affidavit shall be executed by one of the partners. A similar affidavit shall be filed immediately in the event that a change is made in the officer or employee who supervises the payment of employees.

(b) The contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work to insure fulfillment of the requirements of this article.

ARTICLE 20. *Additional security.*—Should any surety upon the bond for the performance of 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 and of persons supplying labor or materials in the prosecution of the work contemplated by the contract.

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

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

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

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

THE UNITED STATES OF AMERICA,

By -----

(Official title)

Two witnesses:

} *Contractor.*

(Business address)

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

----- [CORPORATE
SEAL

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

Contracting Officer.

This contract is authorized by the acts of

DIRECTIONS FOR PREPARATION OF CONTRACT

1. This form shall be used for every formal contract 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, and except as authorized by the Director of Procurement. Where interlineations, deletions, additions, or other alterations are permitted, specific notation of the same 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.

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.

PERFORMANCE BOND

(CONSTRUCTION OR SUPPLY)

Know all Men by these Presents, That we,

(See Instructions 4, 5, and 7)

as PRINCIPAL, and

as SURETY,

(See Instructions 2, 3, 4, and 7)

are held and firmly bound unto the United States of America, hereinafter called the Government, in the penal sum of

dollars

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract, hereto attached, with the Government, dated _____, 19____, for

NOW THEREFORE, If the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Government, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 19____, the name and corporate seal of each

corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of—

-----	----- [SEAL]
	(Individual principal)
-----	-----
(Address)	(Business address)
-----	----- [SEAL]
	(Individual principal)
-----	-----
(Address)	(Business address)
-----	----- [SEAL]
	(Individual principal)
-----	-----
(Address)	(Business address)

-----	----- [SEAL]
	(Individual surety)
-----	-----
(Address)	(Business address)
-----	----- [SEAL]
	(Individual surety)
-----	-----
(Address)	(Business address)

Attest:

-----	-----
	(Corporate principal)
-----	-----
	(Business address)

By ----- [AFFIX CORPO- RATE SEAL]

Attest:

-----	-----
	(Corporate surety)
-----	-----
	(Business address)

By ----- [AFFIX CORPO- RATE SEAL]

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

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

(The above must be filled in by corporate surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

----- [CORPORATE SEAL]

AFFIDAVIT BY INDIVIDUAL SURETY

STATE OF _____ }
COUNTY OF _____ } ss:

I, _____, being duly sworn, depose and say that I am one of the sureties to the foregoing bond; that I am a citizen of the United States, and of full age and legally competent; that I am by occupation a _____, for _____ last past doing business at _____ in _____ and residing at _____ in _____; that I am worth in real estate and personal property the sum of _____ dollars over and above (1) all my debts and liabilities, owing and incurred, (2) any property exempt from execution, (3) any pecuniary interest I have in the business of the principal on said bond, and (4) any interest I have in any so-called community property; that I am the sole owner in fee simple of certain real estate described as follows, which is located at

(a)-----
(Description of property)

that the fair valuation of said real estate is (\$ _____); that the assessed value of that property for taxation purposes is (\$ _____); that said property is not exempt from seizure and sale under any homestead law, community, or marriage law, or upon attachment, execution, or judicial process; that the mortgages or other encumbrances against said real estate are the following:

(b)-----

and that there are no encumbrances against said real estate other than as above stated; that my liabilities owing and incurred do not exceed \$ _____; in addition to the real property above described, I am worth the sum of \$ _____ over and above my just debts and liabilities in property subject to execution and sale, and that the additional personal property consists of the following:

(c)-----
(Describe personal property fully)

That I am not surety on any other bonds, except as follows:

(d)-----
(State character and amount of each bond. If not on other bonds, so state)

That I am not a partner in the business of the principal on the bond or bonds on which I appear or may appear as surety. This affidavit is made to induce the United States of America to accept me as surety on the foregoing bond.

(Signed) -----
(Surety's signature)

Subscribed and sworn to before me this day of 19 ,

at

[OFFICIAL SEAL] -----
(Title of official administering oath)

AFFIDAVIT BY INDIVIDUAL SURETY

STATE OF----- }
COUNTY OF----- } ss:

I, _____, being duly sworn, depose and say that I am one of the sureties to the foregoing bond; that I am a citizen of the United States, and of full age and legally competent; that I am by occupation a _____ for _____ last past doing business at _____ in _____ and residing at _____ in _____ that I am worth in real estate and personal property the sum of _____ dollars over and above (1) all my debts and liabilities, owing and incurred, (2) any property exempt from execution, (3) any pecuniary interest I have in the business of the principal on said bond, and (4) any interest I have in any so-called community property; that I am the sole owner in fee simple of certain real estate described as follows, which is located at

(a)-----
(Description of property)

that the fair valuation of said real estate is (\$ _____); that the assessed value of that property for taxation purposes is (\$ _____); that said property is not exempt from seizure and sale under any homestead law, community, or marriage law, or upon attachment, execution, or judicial process; that the mortgages or other encumbrances against said real estate are the following:

(b)-----

and that there are no encumbrances against said real estate other than as above stated; that my liabilities owing and incurred do not exceed \$ _____; in addition to the real property above described, I am worth the sum of \$ _____ over and above my just debts and liabilities in property subject to execution and sale, and that the additional personal property consists of the following:

(c)-----
(Describe personal property fully)

That I am not surety on any other bonds, except as follows:

(d)-----
(State character and amount of each bond. If not on other bonds, so state)

That I am not a partner in the business of the principal on the bond or bonds on which I appear or may appear as surety. This affidavit is made to induce the United States of America to accept me as surety on the foregoing bond.

(Signed)-----
(Surety's signature)

Subscribed and sworn to before me this _____ day of _____ 19 _____,

at

[OFFICIAL SEAL]-----

(Title of official administering oath)

NOTE.—See Instruction No. 10 before executing the following certificates.

CERTIFICATE OF SUFFICIENCY

I HEREBY CERTIFY, That _____, one of the sureties named above, is personally known to me; that, in my judgment, said surety is responsible, and qualified to act as such; and that, to the best of my knowledge and belief, the facts stated by said surety in the foregoing affidavit are true.

(Official title)

(Address)

CERTIFICATE OF SUFFICIENCY

I HEREBY CERTIFY, That _____, one of the sureties named above, is personally known to me; that, in my judgment, said surety is responsible, and qualified to act as such; and that, to the best of my knowledge and belief, the facts stated by said surety in the foregoing affidavit are true.

(Official title)

(Address)

INSTRUCTIONS

1.e This form shall be used for construction work or the furnishing of supplies, whenever a bond is required. There shall be no deviation from this form except as authorized by the Director of Procurement.e

2.e The surety on the bond for any bid or for the performance of the contract may be any corporation authorized by the Secretary of the Treasury to act as surety, or two responsible individual sureties.e Each individual surety shall justify in a sum not less than the penalty of the bond.

3.e A firm, as such, will not be accepted as a surety, nor a partner for copartners or for a firm of which he is a member. Stockholders of a corporate principal may be accepted as sureties provided their qualifications as such are independent of their stock holdings therein. Sureties, if individuals, shall be citizens of the United States, except that sureties on bonds executed in any foreign country, the Canal Zone, the Philippine Islands, Puerto Rico, Hawaii, Alaska, or any possession of the United States, for the performance of contracts entered into in these places, need not be citizens of the United States, but if note citizens of the United States shall be domiciled in the place where the contract is to be performed.e

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

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

6.e The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond.e

7.e If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

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

9.e Each individual surety shall justify, under oath, according to the form appearing on the bond,e before a United States commissioner, a clerk of a United States court, a notary public, or some other officer having authority to administer oaths generally. If the officer has an official seal it shall be affixed,e otherwise the proper certificate as to his official character shall be furnished. Where citizenship is not required, as provided in paragraph 3 of these Instructions, the affidavit may be amended accordingly.e

10.e Each certificate of sufficiency shall be signed by an officer of a bank or trust company, a judge or clerk of a court of record, a United States district attorney or commissioner, a postmaster, a collector or deputy collector of internal revenue, or any other officer of the United States acceptable to the department or establishment concerned.e

Further certificates as to the financial qualification of the sureties may be required from time to time; which certificates must be based on the personal investigation of the certifying officers at the time of the making thereof, and not upon prior certificates.

11.e The date of the bond must not be prior to the date of the instrument for which it is given.e

PAYMENT BOND

(CONSTRUCTION)

Pursuant to the Act of Congress, Approved August 24, 1935
49 Stat. 1011

Know all Men by these Presents, That we,

(See Instructions 4, 5, and 7)

as PRINCIPAL, and

as SURETY,

(See Instructions 2, 3, 4, and 7)

are held and firmly bound unto the United States of America, hereinafter called the Government, in the penal sum of

dollars

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract, hereto attached, with the Government, dated _____, 19____, for

Now, THEREFORE, If the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 19____, the name and corporate seal of each

corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of—

-----	----- [SEAL]
	(Individual principal)
-----	-----
(Address)	(Business address)
-----	----- [SEAL]
	(Individual principal)
-----	-----
(Address)	(Business address)
-----	----- [SEAL]
	(Individual principal)
-----	-----
(Address)	(Business address)
-----	----- [SEAL]
	(Individual principal)
-----	-----
(Address)	(Business address)

-----	----- [SEAL]
	(Individual surety)
-----	-----
(Address)	(Business address)
-----	----- [SEAL]
	(Individual surety)
-----	-----
(Address)	(Business address)

Attest:

-----	-----
	(Corporate principal)
-----	-----
	(Business address)

----- By ----- [AFFIX CORPORATE SEAL]

Attest:

-----	-----
	(Corporate surety)
-----	-----
	(Business address)

----- By ----- [AFFIX CORPORATE SEAL]

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

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

(The above must be filled in by corporate surety)