

C.P.-38  
H.O.W.

KINGS MOUNTAIN, N. C., U. S. P. O.  
PLANTING, ETC.

(This form is not for use in purchasing supplies or materials)

Form I-85  
FEDERAL WORKS AGENCY  
Public Buildings Administration  
April 1, 1940

INVITATION AND BID FORM  
(Intermediate Form)

SA-AE

FEDERAL WORKS AGENCY, PUBLIC BUILDINGS ADMINISTRATION  
(Department or establishment)

OFFICE OF THE CUSTODIAN

U. S. P. O., KINGS MOUNTAIN, NORTH CAROLINA  
(Address)

MAR 10 1941  
(Office or station)  
(Date)

INVITATION

Sealed bids, in TRIPlicate, will be received at this office until 4 o'clock  
Standard Time, MAR 21 1941, 1941, and then publicly opened for furnishing the  
materials, and performing the work for PLANTING, ETC.,

at U. S. P. O., KINGS MOUNTAIN, N. C.  
(Location of contemplated work)

Specifications, drawings, and bidding papers may be obtained at ~~XXXXXXXXXXXX~~  
FROM THE CUSTODIAN AT THE BUILDING.

W. E. Shively  
(Name)

CUSTODIAN  
(Title)

BID

(Date)

In compliance with the above INVITATION for bids, the undersigned offers and agrees,  
if this bid be accepted within 30 calendar days from date of the opening, to furnish  
the materials and perform the work described in the above INVITATION, in strict ac-  
cordance with SPECIFICATIONS dated MARCH 4, 1941, DRAWINGS (if any) men-  
tioned therein, and the GENERAL CONDITIONS, Form No. SA-AE-LW, dated April 1, 1940,  
all of which are made a part hereof, for the sum of \_\_\_\_\_  
DOLLARS (\$ \_\_\_\_\_).

THE MAKER OF THIS BID ACKNOWLEDGES THE RECEIPT OF ADDENDA (IF ANY) TO  
THE SPECIFICATION AS FOLLOWS: ADDENDUM No. \_\_\_\_\_ DATED \_\_\_\_\_,  
ADDENDUM No. \_\_\_\_\_ DATED \_\_\_\_\_, ADDENDUM No. \_\_\_\_\_ DATED \_\_\_\_\_.

The maker of this bid acknowledges complete understanding of the GENERAL CONDITIONS  
and of the SPECIFICATIONS and familiarity with the physical conditions under which the  
work is to be performed.

Attached hereto is bid guarantee as required by the GENERAL CONDITIONS in the form  
of a \_\_\_\_\_ in the amount  
(State whether cashier's or certified check, or money order)  
of \$ \_\_\_\_\_.

Bidder \_\_\_\_\_ Address \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_  
(Signature in ink of person authorized to sign this bid)

H.O.W.

GBC



ENVELOPES CONTAINING BIDS MUST BE SEALED, MARKED AND ADDRESSED  
AS FOLLOWS:

BID FOR PLANTING,  
U. S. P. O., KINGS MOUNTAIN, N. C. CUSTODIAN,  
U. S. Post Office,  
KINGS MOUNTAIN, N. C.

TO BE OPENED \_\_\_\_\_, STANDARD TIME,

\_\_\_\_\_ 1941.

NOTE.--BIDDERS MUST NOT INCLUDE ANY OTHER BID IN THE ENVELOPE  
EXCEPT AS CALLED FOR IN THIS ADVERTISEMENT.

BIDDERS SHALL ACKNOWLEDGE THE RECEIPT OF ANY AND ALL  
ADDENDA TO THE SPECIFICATION, LISTING THE ADDENDA BY  
NUMBER AND DATE.

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# STATEMENT OF FACTS

(Minor Contracts)

To accompany bids submitted for \_\_\_\_\_

Name of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

When organized? \_\_\_\_\_

Where incorporated? \_\_\_\_\_

Financial Statement \_\_\_\_\_

Credit available for this contract \$ \_\_\_\_\_

Contracts now in hand. Gross Amt. \$ \_\_\_\_\_

Remarks: \_\_\_\_\_

Bidders must list below work of a similar nature performed in the last three years:

NATURE OF WORK	COST	DURATION OF CONTRACT
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Have you ever refused to sign a contract at your original bid? \_\_\_\_\_

Have you ever defaulted on a contract? \_\_\_\_\_

Remarks: \_\_\_\_\_

Form E-1

Signature

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(BUILDING) \_\_\_\_\_

CERTIFICATE OF DOMESTIC ARTICLES OR MATERIALS

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT ONLY SUCH UNMANUFACTURED ARTICLES, MATERIALS AND SUPPLIES AS HAVE BEEN MINED OR PRODUCED IN THE UNITED STATES AND ONLY SUCH MANUFACTURED ARTICLES, MATERIALS OR SUPPLIES AS HAVE BEEN MANUFACTURED IN THE UNITED STATES, ALL FROM ARTICLES, MATERIALS OR SUPPLIES MINED, PRODUCED OR MANUFACTURED, AS THE CASE MAY BE IN THE UNITED STATES, WILL BE USED IN THE WORK, EXCEPT AS FOLLOWS:

A. ARTICLES, MATERIALS OR SUPPLIES MANUFACTURED IN THE UNITED STATES NOT WHOLLY BUT SUBSTANTIALLY ALL FROM ARTICLES, MATERIALS OR SUPPLIES MINED, PRODUCED OR MANUFACTURED IN THE UNITED STATES.

<u>ARTICLE OR MATERIAL</u>	<u>NAME OF FOREIGN MATERIAL</u>	<u>PERCENTAGE OF FOREIGN MATERIAL</u>

B. ARTICLES, MATERIALS OR SUPPLIES NOT MINED, PRODUCED AND/OR MANUFACTURED IN THE UNITED STATES.

<u>ARTICLE OR MATERIAL</u>	<u>NAME OF FOREIGN MATERIAL</u>	<u>PERCENTAGE OF FOREIGN MATERIAL</u>

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_, 19 \_\_\_\_\_

IF ALL EXCEPTIONS CANNOT BE CONTAINED ON THIS FORM, USE ADDITIONAL SHEETS.



C.P.-38

KINGS MOUNTAIN, N. C., U. S. P. O.  
PLANTING

SPECIFICATION FOR PLANTING AT THE UNITED STATES POST OFFICE,  
KINGS MOUNTAIN, NORTH CAROLINA.

FEDERAL WORKS AGENCY,  
PUBLIC BUILDINGS ADMINISTRATION,  
WASHINGTON, D. C.,  
MARCH 4, 1941.

N.B.--BIDDERS ARE REQUIRED TO RETURN THE DRAWINGS AND SPECIFICATIONS  
WITHOUT MARKS, NOTES, OR OTHER MUTILATIONS.

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ADDENDUM TO THE GENERAL  
CONDITIONS DATED APRIL 1, 1940

OCTOBER 11, 1940

1. Paragraphs headed "Award or Rejection of Bids" (in the second line of sub-paragraph "a") and "Bid Guarantees" (in the ninth line of sub-paragraph "e") change "forty-five" to "thirty".

2. Article 11(a) of U. S. Standard Form No. 23 and sub-paragraph "a" of the paragraph in the General Conditions headed "Eight-Hour Law--Convict Labor" are amended to read as follows:

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

325, and 326, relating to hours of labor, as in part modified by the provisions of Section 303 of Public Act No. 781, 76th Congress, approved September 9, 1940, relating to compensation for overtime."

3. Revision of U. S. Standard Form No. 23 (Construction Contract).

Delete Article 21(a) and substitute in lieu thereof the following:

"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 except that under article 15 and on appeals under articles 6 and 9 such representative shall be a person other than the contracting officer."

4. If the amount of the contract is not in excess of \$2,000.00, the execution of U. S. Standard Form No. 23 is not required.

5. Paragraph in the General Conditions headed "RATE OF WAGES":

Insert after "August 30, 1935" the words "as amended by Public Act No. 633, 76th Congress, approved June 15, 1940".

Delete the words "States of the Union or the District of Columbia" and insert in lieu thereof the words "States of the Union, the Territory of Alaska, the Territory of Hawaii, or the District of Columbia".

NOTE: General Conditions Forms SA-AE-LW and SE-102 do not contain the paragraph "Rate of Wages" nor sub-paragraph "e" of the paragraph "Bid Guarantees".



GENERAL CONDITIONS

1. CONDITION OF BIDDING: (A) THE RIGHT IS RESERVED TO REJECT ANY BID WHERE AN INVESTIGATION OF THE BUSINESS AND TECHNICAL ORGANIZATION OF THE BIDDER AVAILABLE FOR THE CONTEMPLATED WORK, INCLUDING FINANCIAL RESOURCES AND EXPERIENCE ON SIMILAR PROJECTS, DOES NOT SATISFY THE CONTRACTING OFFICER THAT SUCH BIDDER IS QUALIFIED IN ALL RESPECTS TO PERFORM THE WORK.

(B) IN DETERMINING THE QUALIFICATIONS OF A BIDDER THE GOVERNMENT RESERVES THE RIGHT TO TAKE INTO CONSIDERATION HIS RECORD ON CONTRACTS HE HAS HAD WITH THIS AGENCY OR OTHER FEDERAL AGENCIES, AND TO REJECT THE BID OF ANY BIDDER WHO HAS HABITUALLY AND WITHOUT JUST CAUSE NEGLECTED THE PAYMENT OF BILLS AND OTHERWISE DISREGARDED HIS OBLIGATIONS TO SUBCONTRACTORS, MATERIAL MEN, OR EMPLOYEES.

(C) EACH BID SHALL BE ACCOMPANIED BY A "STATEMENT OF FACTS", ON THE FORM FURNISHED WITH THE FORM OF BID. THIS FORM IS TO BE SUBMITTED IN DUPLICATE AND ALL QUESTIONS ARE TO BE ANSWERED IN DETAIL CONCERNING THE BUSINESS AND TECHNICAL ORGANIZATION OF THE BIDDER, INCLUDING HIS FINANCIAL RESOURCES AND EXPERIENCE ON SIMILAR PROJECTS.

2. PREPARATION, RECEIPT AND OPENING OF BIDS: (A) BIDS SHALL BE SUBMITTED IN DUPLICATE ON THE FORMS FURNISHED, OR COPIES THEREOF, AND SHALL BE SIGNED IN INK. BIDS (WITH THE NECESSARY GUARANTEE, STATEMENT OF FACTS, ETC.) SHALL BE ENCLOSED IN SEALED ENVELOPES, WHICH SHALL BE MARKED AND ADDRESSED AS REQUIRED BY THE INVITATION.

(B) BIDS WILL BE PUBLICLY OPENED AT THE TIME AND PLACE STATED IN THE INVITATION. THE OFFICER WHOSE DUTY IT IS TO OPEN THEM WILL DECIDE WHEN THE SPECIFIED TIME HAS ARRIVED AND NO BID RECEIVED THEREAFTER WILL BE CONSIDERED, EXCEPT THAT WHEN A BID ARRIVES BY MAIL AFTER THE TIME FIXED FOR OPENING BUT BEFORE AWARD IS MADE, AND IT IS SHOWN TO THE SATISFACTION OF THE OFFICER AUTHORIZED TO MAKE THE AWARD THAT THE NON-ARRIVAL ON TIME WAS DUE SOLELY TO DELAY IN THE MAILS FOR WHICH THE BIDDER WAS NOT RESPONSIBLE, SUCH BID WILL BE RECEIVED AND CONSIDERED. NO RESPONSIBILITY WILL ATTACH TO ANY OFFICER FOR THE PREMATURE OPENING OF A BID NOT PROPERLY ADDRESSED AND IDENTIFIED. UNLESS SPECIFICALLY CALLED FOR, 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.

3. 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 HIS BID CONFERS NO RIGHT TO WITHDRAW THE BID AFTER IT HAS BEEN OPENED.

4. 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.

5. 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. THIS SHALL NOT PREVENT A BIDDER FROM SUBMITTING ALTERNATIVE BIDS WHEN CALLED FOR. 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 CONTEMPLATED WORK.

6. AWARD OR REJECTION OF BIDS: (A) THE CONTRACT WILL BE AWARDED WITHIN FORTY-FIVE CALENDAR DAYS FROM THE DATE OF THE OPENING, TO THE LOWEST RESPONSIBLE BIDDER COMPLYING WITH THE CONDITIONS OF THE INVITATION FOR BIDS PROVIDED HIS BID IS REASONABLE AND IT IS TO THE INTEREST OF THE GOVERNMENT TO ACCEPT IT. THE BIDDER TO WHOM THE AWARD IS MADE WILL BE NOTIFIED AT THE EARLIEST POSSIBLE DATE. THE GOVERNMENT, HOWEVER, RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ANY INFOR-



MALITY IN BIDS RECEIVED WHEN SUCH REJECTION OR WAIVER IS IN THE INTEREST OF THE GOVERNMENT. 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 SIMILAR NATURE, OR A BID OF A BIDDER WHO IS NOT IN A POSITION TO PERFORM THE CONTRACT.

(B) THE GOVERNMENT ALSO RESERVES THE RIGHT TO MAKE THE AWARD TO OTHER THAN THE LOWEST BIDDER IF SUCH AWARD IS FOUND TO BE MORE ADVANTAGEOUS TO THE GOVERNMENT IN VIEW OF THE COMPETENCY AND RELIABILITY OF BIDDERS.

7. DEFINITIONS: (A) THE TERM "CONTRACTING OFFICER" AS USED HEREIN SHALL MEAN THE COMMISSIONER OF PUBLIC BUILDINGS, PUBLIC BUILDINGS ADMINISTRATION, FEDERAL WORKS AGENCY, OR HIS AUTHORIZED REPRESENTATIVE.

(B) "GOVERNMENT REPRESENTATIVE" AS USED HEREIN SHALL MEAN A REPRESENTATIVE OF THE PUBLIC BUILDINGS ADMINISTRATION, FEDERAL WORKS AGENCY. IN THE ABSENCE OF SUCH A REPRESENTATIVE AT THE BUILDING OR SITE, "GOVERNMENT REPRESENTATIVE" AS USED HEREIN SHALL MEAN THE CUSTODIAN OF THE BUILDING OR SITE, UNLESS OTHERWISE SPECIFIED.

8. BID AND PERFORMANCE GUARANTEES: (A) BIDDERS SHOULD READ CAREFULLY THE FOLLOWING PARAGRAPHS RELATIVE TO BID AND PERFORMANCE GUARANTEES BEFORE SUBMITTING BIDS.

BIDS NOT EXCEEDING \$2,000.00 SHALL BE ACCOMPANIED BY GUARANTEES OF NOT LESS THAN TEN PER CENT (10%) OF THE AMOUNT OF THE BID, WHICH GUARANTEE MAY BE: MONEY ORDER, CERTIFIED CHECK, OR CASHIER'S CHECK MADE PAYABLE TO THE TREASURER OF THE UNITED STATES. BID BONDS WILL NOT BE ACCEPTED. THE GUARANTEES OF UNSUCCESSFUL BIDDERS WILL BE PROMPTLY RETURNED. THE GUARANTEE OF THE SUCCESSFUL BIDDER WILL BE RETURNED ON ACCEPTANCE OF COMPLETED WORK AT THE END OF THE MAINTENANCE PERIOD, EXCEPT THAT THE GOVERNMENT SHALL HAVE THE RIGHT TO RETAIN THE PROCEEDS OF SAID GUARANTEE TO SUCH EXTENT AS MAY BE REQUIRED TO REIMBURSE THE GOVERNMENT FOR ANY LOSS OR DAMAGE RESULTING FROM THE BIDDER'S DEFAULT EITHER AS BIDDER OR CONTRACTOR. MODIFICATIONS OF BIDS, IF REPRESENTING AN INCREASE IN EXCESS OF TWO PER CENT (2%) OF THE ORIGINAL BID, SHALL HAVE THE GUARANTEE ADJUSTED ACCORDINGLY, OTHERWISE, THEY WILL NOT BE CONSIDERED.

(B) BIDS THAT ARE NOT ACCOMPANIED BY THE SPECIFIED GUARANTEE MAY NOT BE CONSIDERED.

9. PAYMENTS: FOR CONTRACTS NOT EXCEEDING \$2,000.00 IN AMOUNT A PARTIAL PAYMENT OF EIGHTY PER CENT (80%) OF THE AMOUNT OF THE CONTRACT WILL BE MADE AFTER ALL WORK IS SATISFACTORILY EXECUTED IN PLACE (EXCLUSIVE OF MAINTENANCE). THE REMAINING TWENTY PER CENT (20%) OF THE CONTRACT PRICE WILL BE RETAINED UNTIL EXPIRATION OF THE MAINTENANCE PERIOD. IF, AT THIS TIME, THE WORK IS IN A SATISFACTORY AND ACCEPTABLE CONDITION AND ALL REPLACEMENTS AND OTHER MAINTENANCE REQUIREMENTS HAVE BEEN FULFILLED, FINAL ACCEPTANCE WILL BE MADE, THE BALANCE OF THE CONTRACT PRICE WILL BE PAID, AND THE BID AND PERFORMANCE GUARANTEE WILL BE RETURNED.

10. VISIT TO SITE OR BUILDING: BIDDERS ARE REQUESTED TO VISIT THE SITE OR THE BUILDING, COMPARE THE SPECIFICATIONS WITH ANY WORK IN PLACE, AND INFORM THEMSELVES AS TO ALL CONDITIONS, INCLUDING OTHER WORK, IF ANY, BEING PERFORMED, AND FAILURE TO DO SO WILL IN NO WAY RELIEVE THE SUCCESSFUL BIDDER FROM THE NECESSITY OF FURNISHING ANY MATERIALS OR PERFORMING ANY WORK THAT MAY BE REQUIRED TO COMPLETE THE WORK IN ACCORDANCE WITH THE TRUE INTENT AND MEANING OF THE DRAWINGS (IF ANY) AND SPECIFICATIONS WITHOUT ADDITIONAL COST TO THE GOVERNMENT.

11. INTERFERENCE WITH BUSINESS: (A) THE GOVERNMENT'S REPRESENTATIVE, UNDER WHOSE DIRECTION THE WORK WILL BE PERFORMED, SHALL BE CONSULTED AS TO THE TIME AND MANNER OF STARTING THE WORK SO AS TO CAUSE THE LEAST INTERFERENCE WITH OTHER CONTRACTORS (IF ANY). THE CONTRACTOR SHALL KEEP SUFFICIENT MEN AND MATERIALS AT THE BUILDING OR SITE TO INSURE COMPLETION OF THE WORK WITHIN THE SPECIFIED TIME.



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(B) THE WORK SHALL BE CARRIED ON IN SUCH MANNER THAT THERE WILL BE NO INTERRUPTION TO OR INTERFERENCE WITH THE PROPER EXECUTION OF GOVERNMENT BUSINESS.

(C) ANY WORK NECESSARY TO BE PERFORMED AFTER REGULAR WORKING HOURS, ON SUNDAYS OR LEGAL HOLIDAYS, SHALL BE PERFORMED WITHOUT ADDITIONAL EXPENSE TO THE GOVERNMENT.

(D) ALL PERSONS EMPLOYED ON THE WORK SHALL, WHILE ON THE PREMISES, COMPLY WITH ALL BUILDING, POST OR INSTITUTIONAL REGULATIONS. THIS REQUIREMENT WILL BE RIGIDLY ENFORCED, ESPECIALLY IN CONNECTION WITH WORK DONE AT HOSPITALS, QUARANTINE STATIONS, PRISONS, ETC.

12. 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, 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 (IF ANY) 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 SET FORTH IN THE SPECIFICATIONS OR ACCOMPANYING PAPERS, AND THE CONTRACTOR AND HIS SURETIES (IF ANY) SHALL BE LIABLE FOR THE AMOUNT THEREOF: PROVIDED, HOWEVER, 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 FEDERAL WORKS ADMINISTRATOR, 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 JUDGEMENT 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 FEDERAL WORKS ADMINISTRATOR, OR HIS DULY AUTHORIZED REPRESENTATIVE, WHOSE DECISION ON SUCH APPEAL AS TO THE FACTS OF DELAY AND THE EXTENSION OF TIME FOR COMPLETING THE WORK SHALL BE FINAL AND CONCLUSIVE ON THE PARTIES HERETO.

13. EIGHT-HOUR LAW - - CONVICT LABOR: (A) NO LABORER OR MECHANIC DOING ANY PART OF THE WORK CONTEMPLATED BY THE 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 PARAGRAPH A PENALTY OF \$5.00 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 UNDER-GOING SENTENCE OF IMPRISONMENT AT HARD LABOR.

14. EXTRAS: EXCEPT AS OTHERWISE PROVIDED IN THE CONTRACT, NO CHARGE FOR EXTRA WORK OR MATERIALS WILL BE ALLOWED UNLESS THE SAME HAS BEEN ORDERED IN WRITING BY THE CONTRACTING OFFICER AND THE PRICE STATED IN SUCH ORDER.

15. OTHER CONTRACTS: THE GOVERNMENT MAY AWARD CONTRACTS FOR OTHER WORK AT THE BUILDING OR SITE 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 IN CONNECTION WITH THE EMPLOYMENT OF LABOR, OR OTHERWISE, WHICH WILL INTERFERE WITH THE PERFORMANCE OF WORK BY ANY OTHER CONTRACTOR.

16. PERMITS: THE CONTRACTOR SHALL WITHOUT ADDITIONAL EXPENSE TO THE GOVERNMENT OBTAIN ALL REQUIRED LICENSES, PERMITS, ETC. THIS APPLIES TO WORK OUTSIDE THE LOT LINES, THE USE OF STREETS AND SIDEWALKS, THE PROTECTION OF PUBLIC AND TRAFFIC, CONNECTIONS TO UTILITY SERVICE LINES, ETC. STATE OR MUNICIPAL BUILDING REGULATIONS DO NOT APPLY TO WORK INSIDE THE GOVERNMENT'S LOT LINE.

17. PROTECTION AND DAMAGE: (A) THE CONTRACTOR SHALL, WITHOUT ADDITIONAL EXPENSE TO THE GOVERNMENT, BE RESPONSIBLE FOR ALL DAMAGES TO PERSONS OR PROPERTY THAT OCCUR AS A RESULT OF HIS FAULT OR NEGLIGENCE IN CONNECTION WITH THE PROSECUTION OF THE WORK, AND SHALL BE RESPONSIBLE FOR THE PROPER CARE AND PROTECTION OF ALL MATERIALS DELIVERED AND WORK PERFORMED UNTIL COMPLETION AND FINAL ACCEPTANCE. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY FOR THE PROTECTION AGAINST INJURY OF ALL PERSONS ENGAGED AT THE SITE IN THE PERFORMANCE OF THE CONTRACT.

18. DRAWINGS, SPECIFICATIONS, ETC.: THE SPECIFICATION IS INTENDED TO SUPPLEMENT THE DRAWINGS. THEREFORE, ANYTHING MENTIONED IN THE SPECIFICATION AND NOT SHOWN ON THE DRAWINGS OR SHOWN ON THE DRAWINGS AND NOT MENTIONED IN THE SPECIFICATION, SHALL BE OF LIKE EFFECT AS IF SHOWN OR MENTIONED IN BOTH. IN CASE OF DISCREPANCY BETWEEN THE DRAWINGS AND SPECIFICATION, THE SPECIFICATION SHALL GOVERN.

19. EXPLANATIONS TO BIDDERS: NO ORAL INTERPRETATIONS WILL BE MADE TO BIDDERS AS TO MEANING OF DRAWINGS AND SPECIFICATIONS. REQUESTS FOR SUCH INTERPRETATIONS SHOULD BE MADE IN WRITING, ADDRESSED TO THE PUBLIC BUILDINGS ADMINISTRATION, FEDERAL WORKS AGENCY. ANY INTERPRETATIONS MADE TO BIDDERS WILL BE IN THE FORM OF AN ADDENDUM TO THE SPECIFICATION, WHICH, IF ISSUED, WILL BE SENT TO ALL BIDDERS.

20. SUPERVISION: THE WORK SHALL BE DONE UNDER THE DIRECTION OF A GOVERNMENT REPRESENTATIVE AUTHORIZED TO SUPERVISE THE WORK. SUCH REPRESENTATIVE SHALL HAVE NO AUTHORITY TO CHANGE ANY ESSENTIALS OF THE WORK. NO CHANGES AFFECTING THE COST OF THE WORK SHALL BE MADE EXCEPT BY WRITTEN ORDER OF THE CONTRACTING OFFICER.

21. INTERPRETATIONS: THE DECISION OF THE CONTRACTING OFFICER OR HIS AUTHORIZED REPRESENTATIVE AS TO THE PROPER INTERPRETATION OF THE DRAWINGS AND SPECIFICATIONS SHALL BE FINAL. FOR THIS PURPOSE THE SUPERVISING ENGINEER, PUBLIC BUILDINGS ADMINISTRATION, IS THE AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER.

22. TOILET ACCOMMODATIONS: WORKMEN WILL BE PERMITTED TO USE A TOILET ROOM ON THE PREMISES (IF AVAILABLE) SUBJECT TO THE REGULATION AND CONTROL OF THE CUSTODIAN OR GOVERNMENT'S REPRESENTATIVE.

23. WATER, ETC.: THE WATER SERVICES NOW SUPPLYING THIS BUILDING ARE AVAILABLE FOR USE IN THE WORK UNDER THIS SPECIFICATION. THE CONTRACTOR SHALL MAKE HIS OWN ARRANGEMENTS FOR THE INDEPENDENT SUPPLY OF ALL OTHER UTILITIES NECESSARY FOR THE WORK.

24. CLIMATIC CONDITIONS: WHEN SO ORDERED BY THE CONTRACTING OFFICER THE CONTRACTOR SHALL SUSPEND ANY WORK THAT MAY BE SUBJECT TO DAMAGE BY CLIMATIC CONDITIONS.



25. REMOVAL OF DEBRIS, CLEANING, ETC: THE CONTRACTOR SHALL AS DIRECTED DURING THE PROGRESS OF THE WORK REMOVE AND PROPERLY DISPOSE OF THE RESULTANT DIRT AND DEBRIS. UPON COMPLETION OF THE WORK HE SHALL REMOVE ALL EQUIPMENT AND UNUSED MATERIALS PROVIDED FOR THE WORK, AND PUT THE PREMISES IN A NEAT AND CLEAN CONDITION, AND DO ALL CLEANING AND WASHING REQUIRED TO PRESERVE THE APPEARANCE OF THE SITE.

26. DOMESTIC ARTICLES: (A) IN THE PERFORMANCE OF THE WORK COVERED BY THE 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 PROVISIONS 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 THE ITEMS NOTED BELOW:

CORK; SISAL; HEMP; FLAX; JUTE; SILK; LICORICE ROOT; ASBESTOS; ENGLISH CHINE CLAY; ENGLISH BALL CLAY; CARNAUBA WAX; MICA; RUBBER; ANTIMONY; MANGANESE; TITANIUM; TUNGSTEN; ZIRCONIUM; CHROMIUM; PLATINUM; TIN; NICKEL; NATURAL NICKEL ALLOYS.

(B) IF THE FEDERAL WORKS ADMINISTRATION FINDS THAT IN THE PERFORMANCE OF THE CONTRACT THERE HAS BEEN A FAILURE TO COMPLY WITH THE FOREGOING PROVISION WITH RESPECT TO DOMESTIC MATERIALS, HE WILL MAKE PUBLIC THE NAME OF THE CONTRACTOR OBLIGATED UNDER THE CONTRACT AND NO OTHER CONTRACT FOR THE CONSTRUCTION, ALTERATION, OR REPAIR OF ANY PUBLIC BUILDING OR PUBLIC WORK IN THE UNITED STATES OR ELSEWHERE SHALL BE AWARDED TO SUCH CONTRACTOR, SUBCONTRACTORS, MATERIAL MEN, OR SUPPLIERS WITH WHICH SUCH CONTRACTOR IS ASSOCIATED OR AFFILIATED, WITHIN A PERIOD OF THREE YEARS AFTER SUCH FINDING IS MADE PUBLIC.

(C) IF, IN THE PERFORMANCE OF THE WORK THE BIDDER INTENDS TO USE ANY ARTICLES, MATERIALS OR SUPPLIES WHICH ARE MANUFACTURED IN THE UNITED STATES NOT WHOLLY BUT SUBSTANTIALLY ALL FROM ARTICLES, MATERIALS OR SUPPLIES MINED, PRODUCED OR MANUFACTURED IN THE UNITED STATES, THE BIDDER SHALL SUBMIT WITH HIS BID A LETTER LISTING SUCH ARTICLES, MATERIALS OR SUPPLIES, SETTING FORTH IN DETAIL THE NAME AND PERCENTAGE OF FOREIGN MATERIAL CONTAINED THEREIN.

(D) IF, IN THE PERFORMANCE OF THE WORK THE BIDDER INTENDS TO USE ARTICLES, MATERIALS OR SUPPLIES NOT MINED, PRODUCED AND/OR MANUFACTURED IN THE UNITED STATES, THE BIDDER SHALL SUBMIT WITH HIS BID A LETTER DESCRIBING THE SAME IN DETAIL.

27. COVENANT AGAINST CONTINGENT FEES: THE CONTRACTOR WARRANTS THAT HE HAS NOT EMPLOYED ANY PERSON TO SOLICIT OR SECURE THE 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.

28. OFFICIALS NOT TO BENEFIT - ASSIGNMENTS: NO MEMBER OF OR DELEGATE TO CONGRESS, OR RESIDENT COMMISSIONER, SHALL BE ADMITTED TO ANY SHARE OR PART OF THE CONTRACT OR TO ANY BENEFIT THAT MAY ARISE THEREFROM, BUT THIS PROVISION SHALL NOT BE CONSTRUED TO EXTEND TO THE CONTRACT IF MADE WITH A CORPORATION FOR ITS GENERAL BENEFIT. THE CONTRACT SHALL NOT BE ASSIGNED.



29. PENALTY FOR FALSE CERTIFICATION: SECTION 35 OF THE CRIMINAL CODE, AS AMENDED, PROVIDES A PENALTY OF NOT MORE THAN \$10,000.00 OR IMPRISONMENT OF NOT MORE THAN TEN YEARS, OR BOTH, FOR KNOWINGLY AND WILFULLY MAKING OR CAUSING TO BE MADE "ANY FALSE OR FRAUDULENT STATEMENTS\*\*\*\*OR USE OR CAUSE TO BE MADE OR USED ANY FALSE \*\*\*\*ACCOUNT, CLAIM, CERTIFICATE, AFFIDAVIT OR DEPOSITION, KNOWING THE SAME TO CONTAIN ANY FRAUDULENT OR FICTITIOUS STATEMENT\*\*\*\*" RELATING TO ANY MATTER WITHIN THE JURISDICTION OF ANY GOVERNMENT DEPARTMENT OR AGENCY.

30. 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 THE CONTRACT, INCLUDING THEIR USE BY THE GOVERNMENT.

31. NONREBATE: THE CONTRACTOR SHALL COMPLY WITH THE REGULATIONS PROMULGATED JOINTLY BY THE SECRETARY OF THE TREASURY AND THE SECRETARY OF THE INTERIOR, PURSUANT TO THE ACT OF JUNE 13, 1934, 48 STAT. 948 (U.S.C., TITLE 40, SEC. 276B-C) WHICH ARE BY REFERENCE MADE A PART HEREOF TO THE SAME EXTENT AS THOUGH FULLY SET FORTH HEREIN. (COPIES MAY BE OBTAINED FROM THE PUBLIC BUILDINGS ADMINISTRATION, FEDERAL WORKS AGENCY).

32. WORKMEN'S COMPENSATION LAWS: THE WORK PROPOSED TO BE DONE IS SUBJECT TO THE PROVISIONS OF THE WORKMEN'S COMPENSATION LAWS OF THE STATE IN WHICH THE PROJECT IS LOCATED, AS PROVIDED IN THE ACT OF JUNE 25, 1936, 49 STAT. 1938 (U.S.C. TITLE 40, SEC. 290). THIS ACT PLACES A RESPONSIBILITY ON THE CONTRACTOR AND EACH OF HIS SUBCONTRACTORS TO COMPLY WITH SUCH WORKMEN'S COMPENSATION LAWS.

THE DATE OF THESE "GENERAL CONDITIONS" IS:  
APRIL 1, 1940.



KINGS MOUNTAIN, N. C.

GENERAL REQUIREMENTS

1. BASIS OF BIDS.--BIDS MUST BE BASED UPON DRAWING No. T-1 AND THIS SPECIFICATION.

2. SCOPE OF WORK.--THE WORK INCLUDES THE FURNISHING OF ALL LABOR AND MATERIALS AND PERFORMING ALL WORK REQUIRED FOR PLANTING AND MAINTENANCE, TREE REMOVAL, REMOVAL OF BRICK WALL, ETC., INCLUDING ALL CHANGES AND OPERATIONS INCIDENT THERETO, AS INDICATED ON THE DRAWING AND AS SPECIFIED HEREIN.

SUFFICIENT TOPSOIL SHALL BE PROVIDED FOR ALL PLANTING.

TREES MARKED "A" SHALL BE REMOVED TOGETHER WITH STUMPS AND LARGE ROOTS TO A DEPTH OF 24 INCHES BELOW GRADE. HOLES CAUSED THEREBY SHALL BE FILLED WITH TOPSOIL PLACED IN LAYERS NOT OVER 8 INCHES IN THICKNESS AND EACH LAYER WELL COMPACTED THEN SODDED TO MATCH ADJACENT LAWN AREA.

WALL AROUND TREE MARKED "B" ON THE DRAWING SHALL BE REMOVED AS NOTED.

GRASS AREAS DAMAGED BY LANDSCAPE OPERATIONS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION, INCLUDING ALL NECESSARY SODDING OR RESEEDING.

3. TIME FOR COMPLETION.--ALL WORK EXCEPT MAINTENANCE, SHALL BE COMPLETED IN PLACE ON OR BEFORE APRIL 15, 1941.

(A) THE PURELY MAINTENANCE PERIOD SHALL EXTEND TO APRIL 15, 1942; HOWEVER, ALL MAINTENANCE PLANTING MUST BE DONE THE FOLLOWING SPRING WITHIN THE SEASON DATED MARCH 1 TO APRIL 1; EXCEPT, THAT IN THE CASE OF SUCH MATERIAL AS IS DETERMINED BY CUSTODIAN OR OTHER GOVERNMENT REPRESENTATIVE TO BE DEAD OR UNSATISFACTORY PREVIOUS TO OCTOBER 15, 1941, REPLACEMENTS THEREOF SHALL BE MADE AT THE MOST FAVORABLE TIME AFTER OCTOBER 15, 1941 AND BEFORE NOVEMBER 30, 1941.

4. LIQUIDATED DAMAGES.--THE UNITED STATES SHALL BE ENTITLED TO THE FIXED SUM OF \$5.00 FOR EACH CALENDAR DAY'S DELAY IN THE COMPLETION OF THE WORK, EXCEPT THAT IF THE AMOUNT OF THE CONTRACT IS LESS THAN ONE THOUSAND DOLLARS (\$1,000.00) THE PROVISION FOR LIQUIDATED DAMAGES SHALL NOT APPLY.

5. CUSTODIAN SUPERVISION.--THE WORK SHALL BE PERFORMED UNDER THE SUPERVISION OF THE CUSTODIAN OF THE BUILDING OR OTHER AUTHORIZED GOVERNMENT REPRESENTATIVE. AS SOON AS THE WORK IS SATISFACTORILY EXECUTED IN PLACE, THE CUSTODIAN WILL MAKE A WRITTEN STATEMENT TO THAT EFFECT TO THE PUBLIC BUILDINGS ADMINISTRATION, WITH HIS RECOMMENDATION AS TO ANY PAYMENT THAT MIGHT BE DUE AT THAT TIME.

6. THE CUSTODIAN OR OTHER AUTHORIZED GOVERNMENT REPRESENTATIVE WILL INSPECT ALL PLANT MATERIALS AND THE PLANTING OPERATIONS FOR CONFORMITY TO THE REQUIREMENTS OF THE DRAWING AND THIS SPECIFICATION AS THE VARIOUS STEPS OF THE WORK ARE UNDERTAKEN.

7. AT THE END OF THE MAINTENANCE PERIOD, THE CUSTODIAN, OR OTHER AUTHORIZED GOVERNMENT REPRESENTATIVE, SHALL MAKE AN ADDITIONAL REPORT ON THE CONDITION OF THE WORK, WITH HIS RECOMMENDATION AS TO FINAL ACCEPTANCE.



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### SAMPLES

8. INSTRUCTIONS.--No SAMPLES ARE REQUIRED WITH THE BIDS. THE SAMPLES, BRANDS AND MAKES REQUIRED HEREIN SHALL BE SUBMITTED TO THE GOVERNMENT'S REPRESENTATIVE AT THE SITE AFTER THE AWARD OF THE CONTRACT. ALL CARRYING CHARGES ON SAMPLES SUBMITTED SHALL BE PREPAID. EACH SHIPMENT OF SAMPLES SHALL BE SUBMITTED BY A LETTER SIGNED BY THE CONTRACTOR, AND ADDRESSED UNDER A SEPARATE COVER TO THE GOVERNMENT'S REPRESENTATIVE.

9. SAMPLES OF THE FOLLOWING MATERIALS SHALL BE SUBMITTED FOR APPROVAL OF THE CUSTODIAN OF THE BUILDING:

TOPSOIL - TEN POUNDS.

MANURE - TEN POUNDS (IF USED).

HUMUS - 2 POUNDS (IF USED).

10. THE CONTRACTOR SHALL FURNISH TO THE CUSTODIAN A CERTIFICATE THAT COMMERCIAL FERTILIZER CONFORMS TO SPECIFICATION REQUIREMENTS.

### MATERIALS

11. EXISTING TOPSOIL ON THE SITE (REMOVED DURING PLANTING OPERATIONS) THAT IS OF SUITABLE QUALITY MAY BE SAVED AND USED FOR PLANTING.

12. TOPSOIL.--ALL TOPSOIL SHALL BE A FERTILE, FRIABLE LOAM, SUITABLE FOR THE GROWTH OF PLANTS, CONTAINING A LIBERAL AMOUNT OF ORGANIC MATTER AND OF THE BEST QUALITY THAT CAN BE OBTAINED IN THE LOCALITY.

13. NATURAL FERTILIZER.--MANURE SHALL BE WELL ROTTED COW MANURE OR SHEEP MANURE. IT SHALL BE FREE FROM SAW-DUST, SHAVINGS OR REFUSE OF ANY KIND, AND SHALL CONTAIN NOT MORE THAN 25 PER CENT OF STRAW BY VOLUME.

14. COMMERCIAL FERTILIZER SHALL BE A COMPLETE FERTILIZER. THE FERTILIZER SHALL HAVE A MINIMUM OF 5N-6P-5K.

15. HUMUS.--THE HUMUS, REQUIRED HEREIN, SHALL BE A DOMESTIC PRODUCT AND SHALL BE REED PEAT, SEDGE PEAT, MOSS PEAT, REED MUCK OR SEDGE MUCK, AT THE OPTION OF THE CONTRACTOR.

16. SUBSOIL.--ALL SUBSOIL EXCAVATED FROM PLANT HOLES AND BEDS SHALL BE REMOVED FROM THE SITE AND REPLACED WITH TOPSOIL.

17. INSPECTION PERMITS, ETC.--THE CONTRACTOR SHALL BE RESPONSIBLE FOR WHATEVER INSPECTION OF PLANT MATERIAL MAY BE REQUIRED BY STATE AND/OR FEDERAL AUTHORITIES; AND HE SHALL SECURE AND HAVE EXECUTED SUCH PERMITS AND/OR CERTIFICATES AS MAY BE NECESSARY.

### PLANTING

18. PLANT MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF THE PLANT LISTS AND TO THE TYPES SHOWN ON DRAWING. THEY SHALL BE WELL BRANCHED, AND FULL FOLIAGED WHEN IN LEAF. ALL PLANTS NOT TRUE TO SIZE, QUALITY, VARIETY, COLOR, AND SHAPE AS SPECIFIED IN THE PLANT LISTS OR SHOWN ON THE DRAWING, SHALL BE REMOVED BY THE CONTRACTOR



## KINGS MOUNTAIN, N. C.

AND IMMEDIATELY REPLACED WITH PLANT MATERIAL OF THE SIZE, QUALITY, VARIETY, COLOR AND SHAPE SPECIFIED AT HIS OWN EXPENSE, UPON NOTICE FROM THE GOVERNMENT REPRESENTATIVE. NO SUBSTITUTIONS WILL BE ALLOWED. THE CALIPER OF ALL TREES SHALL BE MEASURED 1 FOOT ABOVE THE SURFACE OF THE GROUND.

19. EACH BIDDER SHOULD INVESTIGATE THE SOURCES OF SUPPLY AND SATISFY HIMSELF THAT HE CAN SUPPLY ALL OF THE PLANTS MENTIONED ON THE PLANTING LIST IN THE SIZE, VARIETY, AND QUALITY NOTED AND SPECIFIED BEFORE SUBMITTING HIS BID. FAILURE TO TAKE THIS PRECAUTION WILL NOT RELIEVE THE SUCCESSFUL BIDDER FROM HIS RESPONSIBILITY AS CONTRACTOR FOR FURNISHING AND INSTALLING ALL THE PLANTING MATERIAL IN STRICT ACCORDANCE WITH THE CONTRACT REQUIREMENTS AND WITHOUT ADDITIONAL EXPENSE TO THE GOVERNMENT.

20. PLANTS SHALL BE SOUND, HEALTHY, VIGOROUS, FREE FROM PLANT DISEASE AND SHALL HAVE HEALTHY NORMAL ROOT SYSTEMS. PLANTS SHALL BE FRESHLY DUG. NO COLD STORAGE PLANTS WILL BE ACCEPTED. ALL PLANTS SHALL BE NURSERY GROWN UNLESS OTHERWISE SPECIFIED OR NOTED ON DRAWING.

21. ALL PLANTS SHALL BE TRUE TO THE BOTANICAL NAMES AND STANDARDS OF SIZE, CULTURE AND QUALITY FOR THE HIGHEST GRADE AND STANDARDS, AS ADOPTED BY THE AMERICAN ASSOCIATION OF NURSERYMEN UNLESS OTHERWISE SPECIFIED ON THE DRAWINGS.

22. PLANTS MARKED "B AND B" ON PLANT LIST ON DRAWING MUST BE MOVED WITH THE ROOT SYSTEMS AS SOLID UNITS, WITH BALLS OF EARTH FIRMLY WRAPPED WITH BURLAP. PLANTS WITH CRACKED, BROKEN, OR LOOSELY WRAPPED BALLS WILL BE REJECTED. THE DIAMETER AND DEPTH OF THE BALLS MUST BE SUFFICIENT TO ENCOMPASS THE FIBROUS AND FEEDING ROOT SYSTEMS NECESSARY FOR THE MAXIMUM DEVELOPMENT OF THE PLANT.

23. CARE OF PLANT MATERIAL.--ALL PLANT ROOTS AND EARTH BALLS MUST BE KEPT DAMP AND THOROUGHLY PROTECTED AT ALL TIMES FROM SUN OR DRYING WINDS FROM THE BEGINNING OF DIGGING OPERATIONS, DURING TRANSPORTATION AND ON THE GROUNDS UNTIL FINAL PLANTING.

24. PREPARATION OF THE GROUND FOR PLANTING.--HOLES OR TRENCHES FOR PLANTS SHALL BE DUG SUFFICIENTLY LARGE TO TAKE ALL THE ROOTS WITHOUT DOUBLING THEM BACK AND DEEP ENOUGH SO THAT WITH 6 INCHES OF RICH SOIL IN THE BOTTOM THE PLANT WILL STAND AT A DEPTH SLIGHTLY LOWER THAN IN THE NURSERY.

25. ALL PLANTING SOIL SHALL BE TOPSOIL.

26. PLANTING.--THE PLANTING SOIL SHALL BE FREE FROM LUMPS, CLODS, OR STONES. DOMESTIC HUMUS OR MANURE SHALL BE MIXED WITH THE PLANTING SOIL AT A RATIO OF NOT LESS THAN 100 POUNDS OF HUMUS OR MANURE TO EACH CUBIC YARD OF TOPSOIL, AND A COMPLETE COMMERCIAL FERTILIZER OR FERTILIZER SUCH AS GROUND BONE, TANKAGE, FISH SCRAP OR COTTON SEED MEAL, MAY BE SPARINGLY MIXED WITH THE SOIL TO BE PLACED ABOUT THE ROOTS OF THE NEWLY SET PLANT, BUT SHOULD NOT COME IN DIRECT CONTACT WITH THEM. THE PLANTS SHALL THEN BE PLACED WORKING THIS SOIL WELL ABOUT THE ROOTS. THE PLANTS SHALL BE SET PLUMB AND STRAIGHT AT THE TIME OF PLANTING AND TO A DEPTH SLIGHTLY LOWER THAN ORIGINALLY PLANTED IN THE NURSERY. THE SURFACE OF TRENCHES OR HOLES SHOULD, AFTER SETTLING BE AT LEAST AS HIGH AS THE SURROUNDING GROUND.

27. IMMEDIATELY AFTER PLANTING, ALL PLANTING AREAS SHALL BE THOROUGHLY FLOODED WITH WATER TO THE SATURATION POINT AND SUCH FLOODING SHALL BE REPEATED TWO TIMES IN THE FOLLOWING TWENTY-FOUR HOURS UNLESS SOMEWHAT IMPERVIOUS SOIL CONDITIONS RETAIN THE ORIGINAL SATURATION POINT.



## KINGS MOUNTAIN, N. C.

28. TREE PITS.--IN ADDITION TO THE ABOVE REQUIREMENTS FOR PLANTING, THREE INCHES OF MANURE OR HUMUS SHALL BE PLACED ON THE BOTTOM OF TREE PITS AND THOROUGHLY WORKED INTO THE SUBSOIL TO A DEPTH OF SIX INCHES.

29. HEDGES.--HEDGE PLANTS SHALL BE SPACED AS SHOWN ON DRAWING.

30. MULCHING.--WHERE EXTREME TEMPERATURES (EXTREME COLD OR EXTREME HEAT OR DRYING WINDS) MAY OCCUR DURING THE TIME WHEN ROOT ACTION SHOULD PROGRESS, PLANTS, SHALL BE PROPERLY MULCHED WITH HUMUS.

31. PRUNING.--LIMBS WHICH REQUIRE TRIMMING SHALL BE REMOVED SO AS TO LEAVE A CLEAN CUT FLUSH WITH THE TRUNK OR ADJACENT STEM OR BRANCH OF THE PLANT. ALL CUTS LEAVING A SCAR OF OVER 1 INCH (ONE INCH) IN DIAMETER SHALL BE TREATED WITH AN APPROVED TREE PAINT. NO PLANT SHALL BE PRUNED UNTIL AFTER INSPECTION AT THE SITE BY THE GOVERNMENT REPRESENTATIVE, THEN ITEM No. 5, MAY BE PRUNED BACK ACCORDING TO BEST PRACTICES BUT NOT PRUNED BACK TO LOWER THAN 18 INCHES ABOVE GROUND. CARE MUST BE TAKEN TO PRESERVE THE ORIGINAL CHARACTER OF THE PLANT, EXCEPT IN THE CASE OF HEDGES.

32. SIZE OF PLANTS.--WHERE THE SIZE OF PLANTS FOR AN ITEM ON THE PLANTING LIST IS ESTABLISHED AS A VARIATION BETWEEN THE MAXIMUM AND MINIMUM DIMENSIONS GIVEN, THE AVERAGE DIMENSION OF THE PLANTS FURNISHED FOR THAT ITEM SHALL BE AN AVERAGE OF THE TWO DIMENSIONS GIVEN.

33. ALL PLANTS SHALL BE CHECKED FOR SIZE AND SHAPE BY THE GOVERNMENT REPRESENTATIVE AT THE TIME OF PLANTING.

### MAINTENANCE

34. SCOPE OF MAINTENANCE.--THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ALL PLANTING, AND WORK INCIDENTAL THERETO IN GOOD CONDITION BY REPLANTING, PLANT RE-PLACEMENTS, WATERING, WEEDING, CULTIVATING, PRUNING, AND BY PERFORMING ALL OTHER NECESSARY OPERATIONS OF MAINTENANCE. MAINTENANCE SHALL START AS SOON AS THE WORK IS IN PLACE AND SHALL CONTINUE UNTIL THE END OF THE MAINTENANCE PERIOD.

35. DEFECTIVE WORK SHALL BE CORRECTED AS SOON AFTER IT BECOMES APPARENT AS THE SPECIFIED SEASONS WILL PERMIT. THE CONTRACTOR SHALL NOT DELAY CORRECTIVE WORK TO NEAR THE END OF SUCH PERIODS IF IT IS POSSIBLE TO PERFORM THIS WORK EARLIER.

36. ALL WORK REQUIRED BY THIS CONTRACT SHALL BE IN A SATISFACTORY AND ACCEPTABLE CONDITION AT THE END OF THE MAINTENANCE PERIOD.

W. E. REYNOLDS,  
COMMISSIONER OF PUBLIC BUILDINGS,  
FEDERAL WORKS AGENCY.