

GENERAL CONDITIONS

Section D - Materials

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GENERAL CONDITIONS
SECTION D - MATERIALS

D-01. DEFINITIONS

Wherever the words defined in this article, or pronouns used in their stead, occur in these specifications or in any of the other contract documents they shall have the meanings here given:

- A. The word DISTRICT shall mean the Eastern Municipal Water District.
- B. The words BOARD OF DIRECTORS OR BOARD shall mean the Board of Directors of the Eastern Municipal Water District.
- C. The word ENGINEER whenever not qualified, shall mean the Chief Engineer of the Eastern Municipal Water District, acting either directly or through his properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.
- D. The word CONTRACTOR shall mean the party of the second part entering into contract with the District for the furnishing of articles or materials in accordance with these specifications, and the legal representatives of said party, or the agent appointed to act for said party in the performance of the contract. Said party is referred to throughout the contract documents as if of the singular number and the masculine gender.
- E. The phrase ARTICLES OR MATERIALS shall be construed to embrace machinery, manufactured articles, materials of construction, whether fabricated or otherwise, equipment, supplies, and any other classes of commodities to be furnished in connection with the contract, except where a more limited meaning is indicated by the context.
- F. Wherever in the specifications or upon the drawings the word DIRECTED, REQUIRED, PERMITTED, ORDERED, DESIGNATED, PRESCRIBED, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended, and similarly the words APPROVED, ACCEPTABLE, SATISFACTORY, or other words of like import, shall mean approved by or acceptable to, or satisfactory to the Engineer, unless otherwise expressly stated.

D-02. CONTRACT DOCUMENTS

The Notice Inviting Bids, the Instructions to Bidders, the Proposal, the Specifications, and the Drawings listed therein, together with the Agreement, constitute the CONTRACT. These contract documents are complementary, and what is called for in any one shall be as binding as if called for in all. Except where otherwise definitely stated in the specifications or shown on the drawings, the intention of the said documents is to secure the delivery of complete and finished articles or materials and to include everything necessary to that end, and it is hereby agreed and understood that all working drawings required to be furnished by the Contractor when furnished and approved as hereinafter specified, shall be considered to be part of the contract as fully as set forth therein. Materials or workmanship described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

To the extent they are approved in writing by the Engineer at the time of signing the contract, any plans and specifications, and any samples, description and exhibits herein provided for, submitted by the bidder to whom contract is awarded, and applying to his proposal as accepted, shall form a part of the Proposal and shall be considered as supplementary to the Specifications. Any alternative proposal specifically provided for in the Notice Inviting Bids, and accepted by the Board, shall similarly constitute a part of the Contract.

D-03. LEGAL ADDRESS OF CONTRACTOR

The address given in the Contractor's proposal on which the contract is founded is hereby designated as the place to which all notices, letters, and other communications to the Contractor shall be mailed or delivered. The delivering of any notice, letter or other communications to the Contractor at the said place or the depositing of same in a postpaid wrapper directed to said place, in any mail box regularly maintained by the post office shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of such delivery or mailing. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the Engineer. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon the Contractor personally.

D-04. TIME AND ORDER OF DELIVERIES

The time in which the delivery of the various portions and the whole of the articles or materials is to be performed and completed is of the essence of the contract. In the event that articles or materials are especially manufactured or fabricated for delivery under these specifications, the Contractor shall at all times employ such force, plant, materials and tools as will be sufficient to complete the performance of the contract and every part thereof within the time limits stipulated therein. If the Contractor shall fail to employ sufficient force, plant, materials, and tools or to maintain adequate progress he may be required to increase his progress at any point or points or to modify his plans and procedure in such manner and to such extent as the Engineer may direct.

No extension of time will be made for ordinary delays and accidents and the occurrence of such shall not relieve the Contractor from the necessity of maintaining the required progress. In case of an extension by the Engineer of the time for completion of the contract, as hereinafter provided, a revised schedule of progress may be prescribed in accordance with such extension of time.

D-05. ASSIGNMENT FORBIDDEN

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or of his right, title, or interest in or to same or any part thereof, without the previous consent in writing of the Engineer; and he shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the contract, unless by and with the like consent signified in like manner. If the Contractor, without such previous written consent, assigns, transfers, conveys, sublets, or otherwise disposes of the contract, or of his right, title, or interest therein, or any of the monies to become due under the contract to any other person, company, or corporation, the contract may, at the option of the District, be terminated, revoked, and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to his assignee or transferee; and no right under the contract, or any money to become due hereunder, shall be asserted against the District in law or equity by reason of any so-called assignment of the contract or any part thereof, or of any monies to become due hereunder, unless authorized as aforesaid by the written consent of the Engineer.

D-06. SUSPENSION OF CONTRACT

If the contract is abandoned by the Contractor, or if the Contractor makes a general assignment for the benefit of his creditors, or is adjudicated a bankrupt, or if a receiver of his property or business is appointed by a court of competent jurisdiction, or if this contract is assigned by the Contractor otherwise than as hereinbefore specified, or if the Contractor fails to begin the delivery, or to maintain the rate of delivery, of the articles or materials or the progress of the manufacture or fabrication thereof in accordance with the terms of the contract, or if the delivery of the articles or materials is not fully completed within the time fixed in the contract for its completion, or within the time to which the completion of the contract may have been extended as hereinafter provided, or if in the judgment of the Engineer the Contractor is not carrying out the provisions of the contract in their true intent and meaning, the Engineer, acting on behalf of the District, by written notice may suspend the operation of all or any part of the contract; provided that such suspension shall not be invoked by reason of delay in delivery from any cause for which the Contractor is entitled to an extension of the time under the provisions of Paragraph 8 hereof. Upon such suspension of the contract the District may procure the articles or materials necessary to complete the contract in such manner as it may deem proper. Any cost to the District in excess of the contract price, arising from suspension of the contract, or from purchases made by the District either before or after suspension, and required on account of the failure of the Contractor to comply with the contract or with the orders issued by the Engineer in pursuance thereof, will be charged to the Contractor, who shall be liable therefore.

In the determination of the question whether there has been such noncompliance with the contract as to warrant its suspension, the decision of the Engineer shall be final. Suspension of the contract or any portion thereof shall operate only to terminate the right of the Contractor to proceed with the furnishing of articles or materials covered by the contract or the suspended portions thereof. All other stipulations of the contract, except those giving the Contractor the right to proceed with the furnishing of items covered by the suspension, shall be and remain in full force and effect after such suspension and until the contract shall have been completed and final payment or final adjustment of accounts made.

D-07. ADDITIONAL SURETY

If during the continuance of the contract any of the sureties upon the faithful performance bond in the opinion of the Engineer are or become insufficient, he may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the Engineer within fifteen (15) days after notice, and in default thereof the contract may be suspended and the work completed as provided in Paragraph D-06 hereof.

D-08. DELAYS

- A. If delivery shall be delayed in consequence of changes or extras ordered by the Engineer, or failure of the District to furnish necessary materials or information as herein stipulated, or in consequence of acts of God or the public enemy, acts of the Government, strikes, fires, floods, freight embargoes, or other unforeseeable causes beyond the control and without the fault or negligence of the Contractor, or his subcontractors, (all of which shall be determined by the Engineer, whose determination and certification thereof shall be binding and conclusive upon the Contractor), the Contractor shall be entitled to so much additional time wherein to perform and complete the contract on his part as the Engineer shall certify in writing to be just.
- B. Applications for extension of time must be made promptly in writing, stating cause.
- C. No extension of time will be granted on account of any delay which is not called to the attention of the Engineer in writing within ten (10) days from the beginning of said delay.
- D. Permitting the Contractor to continue and complete the delivery of the articles or materials or any portion thereof after the time fixed herein for delivery to be completed, or after the expiration of any extensions of said time, shall in nowise operate as a waiver on the part of the District of any of its rights under the contract.

D-09. AUTHORITY OF THE ENGINEER

The Engineer shall give all orders and directions contemplated under the contract; shall determine the adequacy of the Contractor's methods, plant, and appurtenances; shall determine in all cases the amount, quality, acceptability, and fitness of the articles or materials which are to be paid for; shall determine all questions in relation to said articles or materials and the construction thereof; and shall decide in all cases every question which may arise relative to the fulfillment of this contract on the part of the Contractor. Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in the specifications or drawings, the matter shall be referred to the Engineer, who shall decide the same in accordance with the true intent and meaning as construed by him and his decision shall be binding on the Contractor.

It is expressly agreed that neither the Engineer, nor any of his assistants or agents, shall have any power to waive the obligation of the contract for the furnishing by the Contractor of good and suitable material and workmanship, nor shall the approval by the Engineer or any working drawings furnished by the Contractor constitute a waiver of any of the requirements of these specifications.

D-10. CHANGES

- A. If the Engineer, on account of conditions which develop during the manufacture or fabrication of articles or materials especially for delivery under the contract, finds that a modification of requirements in respect to material or design will improve the product or result in a saving to the District, the Engineer may at any time during the life of the contract, by written order, make changes in the drawings or specifications. If such changes increase or decrease the quantity or cost of manufacture of articles or materials to be furnished under the contract, they shall not constitute the basis for a claim for damages or anticipated profit; provided, that if such changes or alterations render useless any articles or materials already wholly or partially manufactured or fabricated especially for delivery under the contract or cause the loss of work already performed upon articles or materials to be furnished thereunder, the Engineer shall make reasonable allowance therefore, which action shall be binding upon both parties.
- B. In the event of such increase or decrease the articles or materials actually furnished shall be paid for according to the unit prices established for such articles or materials under the contract, wherever such unit prices have been established, and where no applicable unit prices have been established under the contract, such changes shall be ordered and paid for as extras, as hereinafter provided in Paragraph D-11.
- C. If the Contractor, on account of unforeseen conditions, finds it impracticable to comply strictly with these specifications, and applies in writing for a modification of the designs or requirements, such change may be authorized by the Engineer if not detrimental to the product and without extra cost to the District.

D-11. EXTRA WORK

- A. If during the performance of the contract it shall, in the opinion of the Engineer, become necessary or desirable for proper completion of the work thereunder to order work done or materials or equipment furnished which are not susceptible of classification under the items named in the Bidding Sheet, the Contractor shall do and perform such work and furnish such materials and equipment. Such labor, materials or equipment will be classed as extra work and shall be ordered in writing before such work is started. No extra work shall be paid for unless ordered in writing.
- B. Extra work and material will ordinarily be paid for at a lump sum or unit price agreed on in writing by the Contractor and Engineer before the extra work shall be ordered. If the estimated cost of such extra work shall be \$25,000 or 5% of the Contract, such extra work shall be approved by the Board.
- C. The performance of any extra work or the furnishing of any extra material which is of like character to and susceptible of classification under the items of the contract as specified shall, if the order of the Engineer so provides, be paid for at the unit price named for such work in the Bidding Sheet.
- D. Whenever, in the judgment of the Engineer such extra work or such extra material, as the case may be, is not of like character to and susceptible of classification under the items of the contract as specified, and it is impracticable because of the nature of the work, or for any other reason, to fix the price before the extra work shall be issued extra work and material, when furnished by the Contractor, shall be paid for at actual necessary cost of materials, supplies, labor (including foreman's wages), workmen's compensation insurance, and the reasonable value of the use of equipment for the actual time it is used, all as determined by the Engineer, plus 15 per cent for profit, general expense, excise taxes, property taxes, bond premiums, license and inspection fees imposed by any governmental authority, and all other items of expense, whether the kind enumerated herein or otherwise. The Engineer's determination and certification of said actual necessary cost shall be binding and conclusive on the Contractor, and the Engineer shall be deemed the arbiter to determine the cost of such work. If any work or materials be ordered under this section on a cost-plus basis, the Contractor shall, at the times directed during the performing of the work or the furnishings of the materials, tender to the Engineer written reports in prescribed form, showing name and number of each workman employed thereon, the number of hours employed thereon, the character of work he is doing, and the wages paid or to be paid to him, also showing the materials delivered and any other items that may enter into the cost, the quantity, and the character of each such material, from whom purchased and the net amount paid or to be paid therefore and such other information as directed. If required, the Contractor shall produce any books, vouchers, other records, or memoranda which will assist the Engineer in determining the true, necessary cost of the work and materials to be paid for.

- E. Any extra work performed hereunder shall be subject to all of the provisions of the contract and the Contractor's sureties shall be bound with reference thereto as under the original contract.

D-12. CONTRACTOR'S OBLIGATIONS

The Contractor shall furnish and deliver all the articles or materials required by the terms of the contract in the manner and within the time therein stipulated. If, at any time before the commencement or during the progress of the manufacture or fabrication of any articles or materials to be especially manufactured or fabricated for delivery under the contract, the Contractor's methods or appliances appear to the Engineer to be inefficient or inadequate for securing the quality of work required or the rate of progress stipulated, he may order the Contractor to increase their efficiency or to improve their character, as hereinbefore provided, and the Contractor shall comply with such orders; but neither the making of such demands nor the failure of the Engineer to make such demands shall relieve the Contractor of his obligation to secure the quality of material and workmanship required and the rate of delivery stipulated in the contract, and the Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation. All workmanship and material shall be performed and furnished strictly pursuant to and in conformity with these specifications and the directions of the Engineer as given from time to time under the terms of the contract.

D-13. RESPONSIBILITY FOR ARTICLES OR MATERIALS TENDERED

The Contractor shall be responsible for the articles or materials covered by this contract until they are delivered at the delivery point named in the contract and delivery is accepted by the District, but the Contractor shall bear all risk on rejected articles or materials after notice of rejection. Where final inspection is at point of origin but delivery by Contractor is at some other point, the Contractor's responsibility shall continue until delivery is accomplished.

D-14. PROTESTS

If the Contractor considers any demands made upon him to be outside the requirements of the contract, or if he considers any record or ruling of the Engineer or of any inspector to be unfair, he shall immediately, upon receiving such demand, record, or ruling, ask for written instructions or decisions, whereupon he shall proceed without delay to comply with the demand or conform to the record or ruling; but unless the Contractor finds such instructions or decisions satisfactory he shall, within ten (10) days after the receipt of same, file a written protest with the Engineer stating clearly and in detail his objections as are made of record in the manner specified and within the time limit stated herein the Contractor hereby waives all grounds for protest or objections to the demands, records, or ruling of the Engineer. Unless the Contractor files protest as herein provided, he will be considered to have agreed that the demand was within the requirements of the contract and to have accepted the record or ruling, and no subsequent protest or claim for additional compensation based thereon shall be considered.

D-15. DESIGN, MATERIAL, WORKMANSHIP AND EQUALIZING FACTORS

All items furnished under these specifications shall be new materials and unused articles of first-class modern engineering design, materials, and workmanship. The equipment shall conform in all respects to the requirements of the Division of Industrial Safety of the State of California. All parts shall be made to standard gauge where possible and like parts shall be interchangeable. The right is reserved to consider as equalizing factors between bidders; (a) the merit of the designs offered as measured by the generally accepted standards of American practice in the design of similar equipment; (b) the extent to which equipment, material or fabricated material of identical design and manufacture, has been supplied by the Contractor in successful operation of substantial size, quantity and quality; (c) the guaranteed efficiency and performance claims for the equipment offered; and (d) any other factor or element in addition to that of price which would affect the total cost to the District.

D-16. "OR EQUAL" CLAUSE

Whenever a material or article required is specified or shown on the plans by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered equal and satisfactory providing the material or article so proposed is of equal substance and function.

D-17. PATENTS AND COPYRIGHTS

Unless otherwise specifically stipulated in the contract, the Contractor shall hold and save the District and the Board its officers, agents and employees, harmless from liability of any nature and kind, including cost and expense, for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished, manufactured or used in the performance of the contract, including its use by the District.

D-18. SPECIFICATIONS

The Contractor shall not take advantage of any error or omission in these specifications, as full instructions will be furnished by the Engineer should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified. Any requirement shown in the drawings and not in the specifications, or in the specifications and not in the drawings, or neither in the drawings nor in the specifications but necessary to accomplish the intent of the contract shall be complied with by the Contractor as though called for in both the drawings and the specifications.

D-19. INSPECTION AND TESTS

- A. Basis of Testing. When not otherwise specified, all sampling and testing shall be in accordance with the methods prescribed in the current ASTM Standards of the American Society for Testing Materials, or AIEE Standards of the American Institute of Electrical Engineers, applicable to the class and nature of articles or materials considered.
- B. Inspection at the Job. Final inspection and acceptance of the articles or materials will be made after delivery at destination and at the expense of the District. In the event that any material is tested and rejected, the Contractor shall replace the material used in testing. Final inspection and acceptance or rejection of the articles or materials will be made as promptly as practicable but in case of articles or materials to be assembled or erected final inspection will not be made prior to such assembly or erection, or not until after performance tests, if so specified.
- C. Responsibility of Contractor. The District shall have the right at all times and places to reject articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of these specifications, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after delivery to the District. If the inspector, through an oversight or otherwise, has accepted material or work which is defective or which is contrary to the specifications, the material, no matter in what stage or condition of manufacture, delivery, or erection on the District's work, may be rejected. Failure to inspect or reject articles or materials shall not impose liability on the District for such articles or materials as are not in accordance with the specifications.
- D. Latent Defects and General Guarantee. The Contractor shall guarantee all pipe and appurtenant materials or articles furnished under these specifications for a period of one (1) year from the date of delivery of said pipe, appurtenant materials or articles to the District by said Contractor. Any pipe, appurtenant materials or articles supplied by the Contractor which, within said one-year period following the delivery date, develop latent defects due to the use of defective materials, faulty manufacturing equipment or faulty workmanship in the manufacture of said pipe, appurtenant materials or articles not discovered prior to acceptance by the District shall be promptly replaced by the Contractor. The Contractor shall be responsible not only for the replacement of the defective pipe, appurtenant materials or articles furnished hereunder, but shall also be responsible for all costs of labor, materials, equipment rental and other charges necessary for the removal of the defective pipe, appurtenant materials or articles and the reinstallation of replacement pipe, appurtenant materials or articles and the restoration of the installation to a condition satisfactory to the District.

This general guarantee for pipe, appurtenant materials or articles to be furnished hereunder shall in no way be construed to cover defective installation of said pipe, appurtenant materials or articles by others. The installation contractor shall be required by the District to guarantee the workmanship of all installation work.

D-20. ACCESS TO PLACES OF MANUFACTURE

The Engineer, his assistants, inspectors, and agents shall at all times have immediate access to all places of manufacture where articles or materials are being manufactured, produced, or fabricated for delivery under these specifications, and shall have full facilities for determining that all such articles or materials are being produced so as to comply strictly with the specifications and drawings. Whenever the Contractor is not present in person at such places of manufacture, where it may be desired to give directions, orders may be given by the Engineer, and shall be received and obeyed by the superintendent or foreman there present, who may have charge of the manufacture or fabrication of the particular articles or materials in reference to which orders are given. The Contractor shall, whenever so requested, give the Engineer access to the proper invoices, bills of lading, etc., and shall provide scales and assistance for weighing, or assistance for measuring, any of the articles or materials.

D-21. SHIPMENT

The Contractor shall prepare all articles and materials for shipment in such manner as to protect them from damage in transit, and shall be responsible for and make good any and all damage due to improper preparation or loading for shipment. Where necessary, any articles or materials that might otherwise be lost shall be boxed or wired in bundles and plainly marked for identification. If delivery is at any point other than destination the District will advise the Contractor not less than five (5) days prior to the date of shipment of any lot of articles or materials, of the railroad or other routing that the District has arranged for the shipment.

The Contractor shall prepare a bill of lading and notify the railroad company or other carrier over which the articles or materials are first to move, of the date when cars are ready to be pulled from the mill or factory sidings and of the route to be followed by each car, and three copies of a complete shipping list shall be forwarded to the District immediately upon shipment of each lot of articles or materials. The Contractor shall assist the District at any time it may become necessary to trace or expedite the movement of cars en route.

D-22. PAYMENT

- A. The Contractor shall be paid, upon the submission of properly certified invoices and receipted original bills of lading and as hereinafter provided, the prices stipulated herein for articles or materials delivered and accepted, or manufacturing operations performed, less any deductions provided for in the contract.

- B. To be properly certified within the meaning of the preceding subsection, each invoice shall carry a statement in the following form:

"Certified correct and just; payment not received."

Below this statement shall appear the name of the Contractor and the signature of the officer or other employee in responsible charge of the preparation of these invoices for the Contractor. The official title of the person signing the invoice shall also be shown. Invoices shall be submitted in triplicate, and shall show, in the terms of the contract, the quantity, description, unit price, and value of the articles invoiced.

- C. In order to establish a proper basis for the computation of the California use tax, all invoices covering interstate commerce shipments where prices are named f.o.b. a California point must also disclose actual amount of delivery charge and the difference between prices at shipping point and at destination.
- D. In the event a discount for prompt payment is named in the proposal, the District reserves the right to make said payment at earlier periods than those hereinafter specified. In determining the discount period, time will be computed from date of delivery of articles or materials at the f.o.b. point named in the contract, or from date properly certified invoice and receipted original bill of lading are received at the Hemet office of the District, if the latter date is later than the date of delivery.
- E. No payment made in advance of the final acceptance of the articles or materials shall relieve the Contractor of responsibility for the articles or materials meeting all of the performance guarantees and other requirements of these specifications.

D-23. MONIES MAY BE RETAINED

The District may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses, or damages incurred by the District, for which the Contractor is liable under the contract.

Pursuant to Section 4590 of Chapter 13, Division 5 of Title I of the Government Code, at the option of the contractor securities may be substituted for any monies withheld to ensure performance under this contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the contract, as determined by the District.

Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit.

The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Any escrow agreement entered into pursuant to this section shall contain as a minimum, the following provisions:

- A. The amount of securities to be deposited;
- B. The terms and conditions of conversion to cash in case of the default of the Contractor;
and
- C. The termination of the escrow upon completion of the contract.

D-24. FOREIGN AND CONVICT-MADE MATERIALS

No materials manufactured or produced in a penal or correctional institution shall be incorporated into this Contract; and only such unmanufactured articles, materials, or supplies as have been mined or produced in the United States of America, and only such manufactured articles, materials, or supplies as have been manufactured in the United States of America substantially all from articles, materials or supplies mined, produced, or manufactured, as the case may be, in the United States of America, shall be employed in the performance of this Contract, except as otherwise provided by law or treaty.

D-25. NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The Contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

D-26. COPELAND (ANTI-KICKBACK) ACT - NONREBATE OF WAGES

The regulations of the Secretary of Labor applicable to contractors and subcontractors (29 CFS Part 3), made pursuant to the Copeland Act, as amended (40 USC, 276C) and to aid in the enforcement of the Anti-Kickback Act (18 USC 874) are made a part of this contract by reference. The Contractor will comply with these regulations and any amendments or modifications thereof and the prime contractor will be responsible for the submission of weekly statements required of subcontractors thereunder. The foregoing shall apply except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exceptions.

In substance, the regulations provide that no deductions may be made from wages except those required by law or permitted by the regulations, that contractors and subcontractors shall preserve for three (3) years after completion of the work, payrolls which contain for each employee his name, address, correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid, and shall submit weekly a statement, the form of which is stated in the regulations.

D-27. INTEREST OF MEMBER OF OR DELEGATE TO CONGRESS, OR RESIDENT COMMISSIONER

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.

D-28. OTHER PROHIBITED INTERESTS

No official of the District who is authorized in such capacity and on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the District who is authorized in such capacity and on behalf of the District to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

D-29. FEDERAL LAWS AND REGULATIONS

All Federal laws and regulations now imposed by competent authority and relating to any materials required to be furnished under these specifications and work required to be done hereunder shall be deemed to be and hereby made controlling and a part of these specifications.

END OF SECTION D

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