NOTICE TO BIDDERS

Sealed proposals will be received at the offices of the Vice President for Business Affairs, Room 116, Encina Hall, Stanford University, California, until 4:00 p.m. Pacific Daylight Time on Monday the 28th day of September, 1959, at which time they will be publicly opened for performing work as follows:

DRILLING AND TESTING, PROJECT M

The work to be performed consists of furnishing all labor, materials and equipment, and performing all work required for drilling exploration test holes, and drill hole testing and sampling, at Stanford's proposed linear accelerator site. The site is located in the foothills south of Stanford University, between Arastradero and Alpine Roads, approximately two miles south of the main campus, in Santa Clara County, California. The work involves conventional foundation exploration and tunnel site exploration. The work is more specifically described in APPENDIX A-
SPECIFICATIONS.

The project area, access roads, approximate drill hole locations, and water sources, are shown on the attached maps, APPENDICES B and C. The exact location of the test holes will be as directed by the Project Geologist.

It will be assumed that the Contractor has investigated and is satisfied as to the field conditions of topography, access, water sources, rock types and condition, and all other pertinent features of the project area, as to the character, quality, quantities of the work to be performed, and the availability of supplies; and that he is cognizant of the prescribed completion schedule. Maps, cross sections, estimates of geologic conditions and any other technical data furnished herewith are provided solely for the convenience of the Contractor and are not to be considered as absolute or binding to the Contract Agreement.

All bids must be made on the Proposal Sheet attached hereto and any deviation from the Subcontract General Conditions, the Specifications, or the Notice, or any alterations in the Proposal Sheet will constitute sufficient reason for the rejection of such altered bid. All sheets of NOTICE TO BIDDERS constitute an essential part of the PROPOSAL, and any bid submitted with any sheet detached will be rejected. Each bid shall be submitted under sealed cover in the double envelopes provided and bearing the name of the project and the time for opening bids.

Any explanation desired by bidders regarding the meaning or interpretation of the drawings and specifications must be requested in writing and with sufficient time allowed for a reply to reach them before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any interpretation made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders and its receipt by the bidder shall be acknowledged.
Before a bid is considered for award, the bidder may be requested by the University to submit a statement of facts in detail as to his previous experience in performing similar or comparable work, and of his business and technical organization and financial resources and plant available and to be used in performing the contemplated work.

More than one proposal from an individual, a firm or partnership, a corporation, or an association under the same or different names, will not be considered. Reasonable ground for believing that any bidder is interested in more than one proposal contemplated will cause the rejection of all proposals in which such bidder is interested.

The University reserves the right to reject any and all bids when such rejection is in the interest of the University; to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the bid of a bidder who is not, in the opinion of the University, in a position to perform the contract.

The right is reserved, as the interest of the University may require, to revise or amend the specifications and/or drawings prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an addendum or addenda to this invitation for bids. Copies of such addenda as may be issued will be furnished to all prospective bidders. If the revisions and amendments are of a nature which require material changes in quantities or bid prices or both, the date set for opening bids may be postponed by such number of days as, in the opinion of the University, will enable bidders to revise their bids. In such case, the addendum will include an announcement of the new date for opening bids.

The bidder shall submit unit prices and a sum total for performing the various items of work in accordance with the Proposal Sheet attached hereto.

Bids will be compared on the basis of the estimated quantities shown in the SPECIFICATIONS and the sum total of the unit prices in the Proposal Sheet. The sum of the quantities times the unit prices will be considered as the lump sum bid of each proposal. The contract will be awarded on the basis of total lump sum bid for the University's estimated quantities of work, as set forth in the Specifications, but payment will be made according to the work performed, as directed by the Project Geologist and at the bid unit prices, and the total final payment may be more or less than the bid lump sum.

The enclosed Subcontract form shall be used in connection with the work. The Proposal Sheet, the General Conditions, and Appendices A, B, and C form integral parts of the Subcontract.

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.
All proposals shall be accompanied by a certified check in the amount of 20% of the bid or an acceptable bidder's bond in favor of Stanford University in the amount of 20% of the bid.

The bidder to whom award is made shall, within the time established in the bid and when required, enter into a written contract with the University and furnish acceptable performance and payment bonds. The cost of such bonds, each in the amount of 100% of the contract price, will be included in the contract price.
PROPOSAL SHEET

To: The Board of Trustees of Leland Stanford, Jr. University in Santa Clara County, California.

The undersigned hereby declare(s) that (he is) (they are) the only person(s) interested in this bid; that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion or fraud.

The undersigned also declare(s) that (he has) (they have) carefully examined the annexed form of plans and specifications and will provide all necessary labor, machinery, tools, apparatus and other means for construction and do all the work and furnish all the materials called for by said plans and specifications, and the requirements under them for the following sums, provided this bid be accepted within ___ days after the date of opening, to-wit:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>EST. QUANT.</th>
<th>UNIT</th>
<th>WORK</th>
<th>UNIT PRICE</th>
<th>SUBTOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>1</td>
<td>lump sum</td>
<td>Mobilization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>2,325</td>
<td>linear feet</td>
<td>Rotary rock drilling</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>1,360</td>
<td>linear feet</td>
<td>Diamond core drilling</td>
<td></td>
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<tr>
<td>4.</td>
<td>10</td>
<td>hours</td>
<td>Drive sampling</td>
<td></td>
<td></td>
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<tr>
<td>5.</td>
<td>30</td>
<td>hours</td>
<td>Drill hole cleaning, bailing and ground water sampling</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>30</td>
<td>hours</td>
<td>Water pressure testing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>5</td>
<td>hours</td>
<td>Percolation testing</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

LUMP SUM TOTAL BID

The undersigned will commence work on or before five (5) days have elapsed after notification to it of approval of the contract by the Atomic Energy Commission, and will progress therewith to its completion on or before _________________________.

______________________________
(Firm Name)

By ______________________________
(Signature)

______________________________
(Title)

Post Office Address: ________________________________

Dated: __________________________, 1959
INDEX TO GENERAL CONDITIONS

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ARTICLE II REPRESENTATION AS TO CONDITION OF WORK
ARTICLE III TITLE
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ARTICLE V COMPENSATION AND PAYMENT
ARTICLE VI GENERAL ADMINISTRATION
ARTICLE VII NOTICE
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ARTICLE XXXV SPECIFICATIONS AND DRAWINGS
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ARTICLE XXXVII APPENDICES
ARTICLE XXXVIII APPROVAL OF SUBCONTRACT
This Subcontract is made and entered into by and between the Board of Trustees of the Leland Stanford Jr. University, hereinafter called the "University" and ________________________ hereinafter called the "Subcontractor".

The Board of Trustees of the Leland Stanford Jr. University has entered into a contract, AT(04-3)-21 Project Agreement No. 3, with the United States Government, hereinafter called "Government", represented by the Atomic Energy Commission hereinafter called "Commission", for the performance of certain atomic energy research and development work on the lands of the University in Santa Clara County, California. This Subcontract is entered into in furtherance of the performance of the work provided for in the principal contract. Nothing contained herein, however, shall be construed to bind or purport to bind the United States Government, its officers or agents.

The work covered by this subcontract shall be performed subject to the following terms and conditions, which the Subcontractor, in accepting the Subcontract, agrees to be bound by and comply with in all particulars. No other terms or conditions shall be binding upon the parties, unless accepted by them in writing. It is recognized that the work hereunder will be performed by the Subcontractor at the site shown in Appendix B hereto.

ARTICLE I - STATEMENT OF WORK

The Subcontractor agrees to perform the work in accordance with the specifications attached hereto as Appendix A and made a part hereof entitled "Specifications - Drilling and Testing, Project M" including all applicable plans and drawings.

ARTICLE II - REPRESENTATION AS TO CONDITION OF WORK

The Subcontractor represents that he has had an opportunity to examine and has carefully examined all of the Subcontract documents, specifications and supporting data and that he has, from the information contained in such documents, specifications and data, fully acquainted himself with all conditions relevant to the work; that he has made all investigations essential to a full understanding of the difficulties which may be encountered in performing the work; that he will complete the work for the compensation stated in Article V of this Subcontract (except in case of changes in the work which will be paid for pursuant to Article VIII); and that he assumes full and complete responsibility for all conditions relevant to the work and all risks in connection therewith. In addition thereto, the Subcontractor represents that he is fully qualified to do the work in accordance with the terms of this Subcontract within the time specified in it. Anything mentioned in the
specifications and not in the Subcontract, or mentioned in the Subcontract and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between the specifications and the Subcontract, the Subcontract shall govern.

**ARTICLE III - TITLE**

Title to the materials and services covered by this Subcontract shall pass to the Government after acceptance by the University at the University's Site at Stanford, California.

**ARTICLE IV - DELIVERY**

The work described in Article I shall commence and shall be completed according to the time schedule set forth in Appendix A, Specifications. It is mutually agreed and understood that time is the essence of this Subcontract.

**ARTICLE V - COMPENSATION AND PAYMENT**

A - The University agrees to pay the Subcontractor for the performance of this Subcontract the sum of

which, together with the University's other covenants and undertakings hereunder, shall constitute complete payment to Subcontractor for all materials and services required to be performed under this Subcontract. Payment shall be made by University in the manner provided in Appendix A.

**ARTICLE VI - GENERAL ADMINISTRATION**

The Subcontractor shall be responsible for the conduct of the work under this Subcontract. It is understood that, unless the Subcontractor otherwise notifies the University in writing, its responsibilities under this Subcontract shall be administered by

General supervision and liaison by the University for this Subcontract will be provided by the Hansen Laboratories of the University and specifically under the authority of Mr. F. V. L. Pindar, Associate Director, or his designee or successor. The specific supervision and direction for the University of the field work shall be by the Project Geologist as specified in Appendix A.

**ARTICLE VII - NOTICE**

A - If, at any time during the performance of this Subcontract, the Subcontractor becomes aware of any circumstances whatsoever which may jeopardize his fulfillment of the agreed performance of all or any portion of the Subcontract, he shall immediately notify the Associate Director, Hansen Laboratories, Stanford University, Stanford, California, in writing of such circumstances; and the Subcontractor shall take whatever action is necessary to cure such defect within the shortest possible time.
B - Any notice given to the University under this Subcontract shall be directed to the Associate Director, Hansen Laboratories, Stanford University, California. Any notice given to the Subcontractor hereunder shall be directed to

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ARTICLE VIII - CHANGES

Any changes in the terms, conditions or provisions of this Subcontract made after the execution hereof, except changes in the work and/or price made pursuant to this article, shall be made by formal amendments executed and approved in the same manner as this Subcontract. The University may at any time by a written order make changes in the specifications of this Subcontract and within the general scope thereof. If such changes cause an increase or decrease in the amount due under this Subcontract, or in the time required for its performance, an equitable adjustment shall be made; and the Subcontract shall be modified in writing accordingly. Any claim of the Subcontractor for adjustment under this paragraph must be asserted in writing within 30 days from the date of receipt by the Subcontractor of the notification of change; provided, however, the University, if it determines that the facts justify such action, may receive and consider and adjust any claim asserted at any time prior to the date of final settlement of the Subcontract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Article XXI hereof; but nothing provided in this paragraph shall excuse the Subcontractor from proceeding with the prosecution of the work as changed. Except as otherwise provided herein, no payment for extra work shall be made, unless such extras and the price thereof have been authorized in writing by the University.

ARTICLE IX - INSPECTION

(a) Except as otherwise provided in paragraph (d) hereof, all material and workmanship, if not otherwise designated by the specifications, shall be subject to inspection, examination, and test by the University 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 University 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 Subcontractor shall promptly segregate and remove the rejected material from the premises. If the Subcontractor fails to proceed at once with the replacement of rejected material and/or the correction of defective workmanship the University may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost thereof to the Subcontractor, or may terminate the right of the Subcontractor to proceed as provided in Article XII of this contract, the Subcontractor and surety being liable for any damage to the same extent as provided in said Article XII for terminations thereunder.
(b) The Subcontractor 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 University. All inspection and tests by the University shall be performed in such manner as not unnecessarily to delay the work. Special, full size, and performance tests shall be as described in the specifications. The Subcontractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time inspection is requested by the Subcontractor.

(c) Should it be considered necessary or advisable by the University 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 Subcontractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect, due to fault of the Subcontractor or his sub-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 Subcontract, the actual direct cost of labor and material necessarily involved in the examination and replacement, plus 15 percent, shall be allowed the Subcontractor 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 written or other formal acceptance, unless otherwise stated in the specifications, shall be final, except as regards latent defects, departures from specific requirements of the Subcontract, 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. Nothing contained in this paragraph (d) shall in any way restrict the University's rights under any warranty or guarantee.

ARTICLE X - MATERIALS AND WORKMANSHIP

All equipment, materials and articles incorporated in the work covered by this Subcontract shall be in accordance with applicable drawings and specifications installed to the satisfaction of and with the approval of the University and shall be new and of the most suitable grade of their respective kinds for the purpose; and all workmanship shall be first class. Where equipment, materials or articles are referred to in the specifications as "equal to" any particular standard, the University shall decide the question of equality. When required by the specifications or when called for by the University, the Subcontractor shall furnish the University 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.

ARTICLE XI - GUARANTEE

In addition to the specific guarantees required by the specifications, the Subcontractor guarantees all the work to be performed and all the materials to be furnished under this Subcontract against defects in materials or workmanship for a period of one year from the date of final acceptance of the completed work by the University. The Subcontractor shall, within a reasonable time, but in no case longer than thirty days after receipt of written notice thereof, repair, and/or replace any defects in materials or workmanship which may develop during said one-year period and any damage to other work caused by the repairing of such defects at his own expense and without cost to the University. In the event the Subcontractor fails to remedy any such defect within a reasonable time, which in no case shall be longer than thirty days after receipt of such written notice, the University may proceed to have such defects remedied at the Subcontractor's expense; and the Subcontractor shall pay the costs and charges accruing from such work upon demand. Nothing contained in this Article XI shall operate to relieve the Subcontractor of responsibility after one year from the date of final acceptance of the completed work by the University as regards latent defects, departures from specific requirements of the Subcontract, damage or loss in transit, fraud, or such gross mistakes as amount to fraud. Neither the acceptance nor payment nor any provision in these documents shall relieve the Subcontractor of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom.

ARTICLE XII - TERMINATION FOR CONVENIENCE OF THE UNIVERSITY

(a) The performance of work under this Subcontract may be terminated, in whole or from time to time in part, by the University in accordance with this article. Termination of work hereunder shall be effected by delivery to the Subcontractor of a Notice of Termination specifying the extent to which performance of work under the Subcontract is terminated and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination and except as otherwise directed by the University, the Subcontractor shall -1- stop work under the Subcontract on the date and to the extent specified in the Notice of Termination; -2- place no further orders or sub-subcontracts for materials, services or facilities, except as may be necessary for completion of such portions of the work under the Subcontract as may not be terminated; -3- terminate all orders and sub-subcontracts to the extent that they relate to the performance of any work terminated by the Notice of Termination; -4- assign to the University, in the manner and to the extent directed by the University, all of the right, title and interest of its sub-subcontractor under the orders or sub-subcontracts so terminated; -5- settle all outstanding liabilities and all claims arising out of such termination of orders and sub-subcontracts, subject to
the approval or ratification of the University to the extent it may require, which approval or ratification shall be final for all the purposes of this article; -6- transfer title and deliver to the University in the manner, to the extent, and at the times directed by the University; -a- the fabricated or unfabricated parts, work in process, completed work, supplies and other material produced as a part of or acquired in connection with the performance of the work terminated by the Notice of Termination and -b- the completed or partially completed plans, drawings, information and other property which, if the Subcontract had been completed, would be required to be furnished to the University; -7- use his best efforts to sell in the manner, to the extent, at the time, and at the price or prices directed or authorized by the University any property of the types referred to in provision -6- of this paragraph; provided, however, that the Subcontractor -a- shall not be required to extend credit to any purchaser and -b- may acquire any such property under the conditions prescribed by and at a price or prices approved by the University, and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the University to the Subcontractor under this Subcontract or shall otherwise be credited to the price or cost of the work covered by this Subcontract or paid in such other manner as the University may direct; -8- complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and -9- take such action as may be necessary or as the University may direct for protection and preservation of the property related to this Subcontract which is in the possession of the Subcontractor and in which the University or the Government has or may acquire an interest.

C - After receipt of a Notice of Termination, the Subcontractor shall submit to the University its termination claim, in the form and with the certification prescribed by the University. Such claim shall be submitted promptly but not later than twelve (12) months from the effective date of termination. Upon failure of the Subcontractor to submit its termination claim within the time allowed, the University may determine, on the basis of information available to it, the amount, if any, due to the Subcontractor in respect to the termination; and such determination shall be final. After the University has made a determination under this paragraph, it shall pay the Subcontractor the amount so determined.

D - Subject to the provisions of paragraph C, the Subcontractor and the University may agree upon the whole or any part of the amount or amounts to be paid to the Subcontractor by reason of the total or partial termination of work pursuant to this article, which amount or amounts may include a reasonable allowance for profit on work done; and the University shall pay the agreed amount or amounts. Nothing in paragraph E of this article prescribing the amount to be paid to the Subcontractor in the event of the failure of the Subcontractor and the University to agree upon the whole amount to be paid to the Subcontractor by reason of the termination of work pursuant to this article shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Subcontractor pursuant to this paragraph D.
E - In the event of the failure of the Subcontractor and the University to agree as provided in paragraph D upon the whole amount to be paid to the Subcontractor by reason of the termination of work pursuant to this article, the University, but without duplication of any amount agreed upon in accordance with paragraph D, shall pay to the Subcontractor the following amounts:

1. For completed supplies accepted by the University (or sold or acquired as provided in paragraph B-7 above) and not theretofore paid for, forthwith a sum equivalent to the aggregate price for such supplies computed in accordance with the price or prices specified in the Subcontract appropriately adjusted for any saving of freight or other charges;

2. In respect of the work terminated as permitted by this article, the total (without duplication of any items) of: a) the cost of such work, including initial costs and preparatory expenses allocable thereto, exclusive of any costs attributable to supplies paid or to be paid for under paragraph E-1 hereof; and b) the cost of settling and paying claims arising out of the termination of work under sub-subcontracts or orders as provided in paragraph B-5 above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the sub-subcontractor prior to the effective date of the Notice of Termination of work under this Subcontract, which amounts shall be included in the cost on account of which payment is made under sub-division a above; and c) a sum equal to 2% of the part of the amount determined under sub-division a which represents the cost of articles and materials not processed by the Subcontractor, plus a sum equal to 8% of the remainder of such amount; but the aggregate of such sum shall not exceed 6% of the whole of the amount determined under sub-division a above, which amount for the purpose of this sub-division c shall exclude any charges for interest on borrowings; provided, however, that, if it appears that the Subcontractor would have sustained a loss on the entire Subcontract had it been completed, no profit shall be included or allowed under this sub-division c; and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.

3. The reasonable cost of settlement, including accounting, legal, clerical, and other, expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Subcontract and for
the termination and settlement of sub-subcontracts hereunder, together with reasonable storage, transportation and other costs incurred in connection with the protection or disposition of the property allocable to this Subcontract.

The total sum to be paid to the Subcontractor under sub-divisions 1 and 2 of this paragraph E shall not exceed the total Subcontract price reduced by the amount of payments otherwise made and as further reduced by the Subcontract price of work not terminated. Except for normal spoilage and except to the extent that the University or the Government shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Subcontractor as provided in paragraph E-1 and paragraph E-2-a- the fair value as determined by the University of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the University or to a purchaser pursuant to paragraph B-7.

F - The obligation of the University to make any payments under this article shall be subject to deductions in respect of -a- all unliquided advance or other payments on account theretofore made to the Subcontractor; -b- any claim which the University may have against the Subcontractor in connection with this Subcontract; and -c- the agreed price for or the proceeds of sale of any materials, supplies, or other things retained by the Subcontractor or sold and not otherwise recovered by or credited to the University.

G - If the termination hereunder be partial, prior to the settlement of the terminated portion of this Subcontract, the Subcontractor may file with the University a request in writing that an equitable adjustment be made in the price or prices specified in the Subcontract for the work in connection with the continued portion not terminated by the notice of termination; and the appropriate, fair and reasonable adjustment shall be made in such price or prices.

H - The University may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Subcontractor in respect to the terminated portion of the Subcontract whenever, in the opinion of the University, the aggregate of such payments shall be within the amount to which the Subcontractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed upon or determined to be due under this article, such excess shall be payable by the Subcontractor to the University upon demand, together with interest computed at the rate of 6% per annum, for the period from the date such excess payment is received by the Subcontractor to the date on which such excess is repaid; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Subcontractor’s claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition.
I - For the purpose of paragraphs C and E hereof, the amounts of the payments to be made by the University to the Subcontractor shall be determined in conformity with the policies and principles of the Committee in effect at the date of this Subcontract. Unless otherwise provided for in this Subcontract or by applicable statute, the Subcontractor for a period of six (6) years after final settlement under the Subcontract shall make available to the University and the Government at all reasonable times at the office of the Subcontractor all its books, records, documents or other evidence bearing on the costs and expenses of the Subcontractor under the Subcontract and in respect of the termination of work hereunder or to the extent approved by the Government photographs, micro-photographs or other authentic reproductions thereof.

ARTICLE XIII - TERMINATION FOR DEFAULT - DAMAGES FOR DELAY - TIME EXTENSIONS

(a) If the Subcontractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insue its completion within the time specified in this Subcontract, or any extension thereof, or fails to complete said work within such time, the University may, by written notice to the Subcontractor, 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 University may take over the work and prosecute the same to completion, by contract or otherwise, and the Subcontractor and his sureties shall be liable to the University for any excess cost occasioned the University thereby, and for liquidated damages for delay as fixed in the specifications or accompanying papers, until such reasonable time as may be required for the final completion of the work, or if liquidated damages are not so fixed, any actual damages occasioned by such delay. If the Subcontractor's right to proceed is so terminated, the University 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.

(b) If the University does not terminate the right of the Subcontractor to proceed, as provided in paragraph (a) hereof, the Subcontractor shall continue the work, in which event he and his sureties shall be liable to the University, in the amount set forth in the specifications or accompanying papers, for fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed or accepted, or if liquidated damages are not so fixed, any actual damages occasioned by such delay.

(c) The right of the Subcontractor to proceed shall not be terminated, as provided in paragraph (a) hereof, nor the Subcontractor charged with liquidated or actual damages, as provided in paragraph (b) hereof 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 Subcontractor, including, but not restricted to acts of God, or of the public enemy, acts of the Government, in either
its sovereign or contractual capacity, acts of another Subcontractor in the performance of a contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of Sub-subcontractors or suppliers due to such causes: PROVIDED, that the Subcontractor shall within 10 days from the beginning of any such delay, unless the University shall grant a further period of time prior to the date of final settlement of the Subcontract, notify the University in writing of the causes of delay. The University shall ascertain the facts and the extent of the delay and extend the time for completing the work when in its 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 as provided in Article XXI.

ARTICLE XIV - REPORTS

The Subcontractor shall send five copies to the Associate Director, Hansen Laboratories (or his designated representative), of a short monthly progress report giving the status of the work in progress. This report shall include: -a- progress to date compared to the delivery schedule; -b- tentative or final specifications, plans, drawings, and circuit diagrams, together with appropriate explanations; and -c- changes or alterations anticipated or approved and accomplished changes not included in previous reports.
ARTICLE XV - NON-WAIVER OF DEFAULTS

Any failure by the University at any time or from time to time to enforce or require the strict keeping and performance of any of the terms or conditions of this Subcontract shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way nor the right of the University at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

ARTICLE XVI - INDEMNITY

A - Damages, etc. Subcontractor shall indemnify and save harmless University and Government of and from any and all claims and demands which may be made by reason of (1) any injury or damage to person, firm or property suffered or sustained by any person or corporation caused by or alleged to have been caused by any act or omission of Subcontractor or Subcontractor’s agents, servants, workmen, employees, or sub-subcontractors under this Subcontract, or of persons assisting such sub-subcontractors, (2) any injury or damage suffered or sustained by any agent, servant, workman, employee, or sub-subcontractor of Subcontractor, or of persons assisting such sub-subcontractors, (3) of any and all injury or damage to University’s and/or Government’s plant or property caused by any negligent act or omission of Subcontractor or Subcontractor’s agents, servants, workmen, employees or sub-subcontractors under this agreement, or by such persons assisting such sub-subcontractors, and (4) of any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this Subcontract to the part of Subcontractor, except where the same shall have resulted from causes other than the fault or neglect through action or the failure to act of Subcontractor or any employee or representative of his or of a sub-subcontractor or any employee or representative; and Subcontractor shall, at Subcontractor’s own cost, expense and risk, defend any and all actions, suits, or other legal proceedings that may be brought or instituted against University and/or Government on any such claim or demand, and pay and satisfy any judgment that may be rendered against University and/or Government in any such action, suit or other legal proceeding.

B - Patents. Subcontractor shall indemnify and save harmless University and Government of and from any and all claims and demands which may be made by reason of any infringement, or alleged infringement, of any patent rights, or claims, caused or alleged to have been caused by the use of any apparatus or appliances or portions thereof, furnished or installed by Sub-contractor, and Subcontractor shall, at Subcontractor’s own cost, expense and risk, defend any and all actions, suits, or other legal proceedings that may be brought or instituted against University and/or Government on any such claim or demand, and pay and satisfy any judgment or decree that may be rendered or adjusted against University and/or Government in any such action, suit or other legal proceeding; except, however, infringement necessarily resulting from the Subcontractor’s compliance with written specifications or provisions for other than standard parts or components manufactured or
supplied by the Subcontractor or resulting from specific written instructions given by the University for the purpose of directing a manner or performance of the contract not normally utilized by the Contractor."

**ARTICLE XVII - SAFETY, HEALTH AND FIRE PROTECTION**

The Subcontractor shall take all reasonable precautions in the performance of the work under this Subcontract to protect the health and safety of employees and of members of the public and to minimize danger from all hazards to life and property, and shall comply with all health, safety, and fire protection regulations and requirements (including reporting requirements) of the University and the Commission. In the event that the Subcontractor fails to comply with said regulations or requirements of the University and the Commission, the University may without prejudice to any other legal or contractual rights of the University, issue an order stopping all or any part of the work; thereafter a start order for resumption of work may be issued at the discretion of the University. The Subcontractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

**ARTICLE XVIII - PATENTS**

A - Whenever any invention or discovery is made or conceived by the Subcontractor or its employees in the course of, in connection with, or under the terms of this Subcontract, the Subcontractor shall furnish the Commission with complete information thereon; and the Commission shall have the sole power to determine whether or not and where a patent application shall be filed, and to determine the disposition of the title to and rights under any application or patent that may result. The judgment of the Commission on these matters shall be accepted as final; and the Subcontractor, for itself and for its employees, agrees that the inventor or inventors will execute all documents and do all things necessary or proper to carry out the judgment of the Commission.

B - No claim for pecuniary award or compensation under the provisions of the Atomic Energy Acts of 1946 and 1954 shall be asserted by the Subcontractor or its employees with respect to any invention or discovery made or conceived in the course of, in connection with, or under the terms of this Subcontract.

C - Except as otherwise authorized in writing by the Commission, the Subcontractor will obtain patent agreements to effectuate the purposes of paragraphs A and B of this article from all persons who perform any part of the work under this Subcontract, except such clerical and manual labor personnel as will not have access to technical data.

D - Except as otherwise authorized in writing by the Commission, the Subcontractor will insert in all sub-subcontracts hereunder provisions making this article applicable to such sub-subcontractor and its employees.
ARTICLE XIX - DRAWINGS, DESIGNS, AND SPECIFICATIONS

All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the work or any part thereof, shall be subject to inspection by the University at all reasonable times and the Subcontractor and his sub-subcontractors shall afford the University proper facilities for such inspection and, further, shall be the property of the Government and shall be delivered to the University for such use for the Government or its account as the Government may deem appropriate or otherwise disposed of by the Subcontractor either as the University may from time to time direct during the progress of the work or in any event as the University shall direct upon completion or termination of this Subcontract. The Subcontractor agrees to supply the University with three copies of engineering drawings, servicing manuals and operating instructions to enable the University to fully maintain, service and operate the equipment furnished under this Subcontract.

ARTICLE XX - COPYRIGHTS

A - The Subcontractor 1) agrees that the Commission shall determine the disposition of the title to and the rights under any copyright secured by the Subcontractor or its employees on copyrightable material first produced or composed and delivered to the Government under this Subcontract, and 2) hereby grants to the Government a royalty-free, non-exclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize other to do so, all copyrighted or copyrightable work not first produced or composed by the Subcontractor in the performance of this Subcontract, but which is incorporated in the material produced or composed under this Subcontract, provided that such license shall be only to the extent the Subcontractor now has or prior to the completion or final settlement of the Subcontract may acquire the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

B - The Subcontractor agrees that it will exert all reasonable effort to advise the University at the time of delivering any copyrightable or copyrighted work produced or composed under this Subcontract or any adversely held copyrighted or copyrightable material incorporated in any such work.

C - The Subcontract agrees to report in writing to the University promptly and in reasonable detail any notice or claim of copyright infringement received by the Subcontractor with respect to any material delivered under this Subcontract.
ARTICLE XXI - DISPUTES

Any dispute concerning a question of fact which may arise under this Subcontract and which is not disposed of by mutual agreement shall be decided by a representative of the Commission duly authorized to supervise and administer performance of the work under this Subcontract, who shall reduce his decision to writing and mail a copy thereof to the Subcontractor. Within thirty (30) days from the receipt of such decision, the Subcontractor may appeal by mailing to the authorized representative a written appeal addressed to the Commission (which term, as used in this sentence, shall mean the representative of the Commission duly authorized to hear such appeals but not including the representative authorized to supervise and administer performance of the work under this Subcontract); and the decision of the Commission shall, unless determined by a court of competent jurisdiction to be fraudulent, arbitrary, capricious or so grossly erroneous as to imply bad faith or not supported by substantial evidence, be final and conclusive; provided, that, if no such appeal to the Commission is taken, the decision of the representative duly authorized to supervise and administer performance of the work under this Subcontract shall be final and conclusive. In connection with any appeal proceeding under this clause, the Subcontractor shall be offered an opportunity to be heard and to offer evidence in support of its appeal. Pending decision of a dispute hereunder, the Subcontractor shall diligently proceed with the performance of this Subcontract and in accordance with the decision of the authorized representative. Any sum or sums allowed to the Subcontractor under the provisions of this article shall be paid by the University as part of the cost of the work herein contracted for and shall be deemed to be within the contemplation of this Subcontract and in accordance with said decision.

ARTICLE XXII - TAXES

A - Except as may be otherwise provided herein, the Subcontract price includes all applicable Federal, State and Local taxes but does not include any taxes from which the Subcontractor or its sub-subcontractors or this transaction is exempt. Upon request of the Subcontractor, the University or the Commission shall furnish a tax exemption certificate or similar evidence of exemption with respect to any such tax not included in the Subcontract price pursuant to this provision unless there exists no legal basis to sustain an exemption. The Subcontractor agrees to furnish the University or the Commission with such information as to payment or non-payment of any such taxes as the University or the Commission may request.

ARTICLE XXIII - SECURITY

A - The Subcontractor's Duty to Safeguard Restricted Data and Other Classified Information

In the performance of the work under this Subcontract, the Subcontractor shall, in accordance with the Commission's security
regulations and requirements, be responsible for safeguarding restricted
data and other classified matter and protecting against sabotage,
espionage, loss and theft, the classified documents, materials, equip-
ment, processes, etc., as well as such other material of high intrinsic
or strategic value as may be in the Subcontractor's possession in
connection with performance of work under this Subcontract. Except as
otherwise expressly provided in the specifications, the Subcontractor
shall upon completion or termination of this Subcontract transmit to
the University any classified matter in the possession of the Sub-
contractor or any person under the Subcontractor's control in
connection with performance of work under this Subcontract.

B - Regulations

The Subcontractor agrees to conform to all security regulations
and requirements of the Commission.

C - Definition of Restricted Data

The term "Restricted Data," as used in this article, means all
data concerning -1- design, manufacture, or utilization of atomic
weapons; -2- the production of special nuclear material; or
-3- the use of special nuclear material in the production of energy
but shall not include data declassified or removed from the Restricted
Data category pursuant to Section 142 of the Atomic Energy Act of
1954.

D - Security Clearance of Personnel

Except as the Commission may authorize, in accordance with the
Atomic Energy Act of 1954, the Subcontractor shall not permit any
individual to have access to Restricted Data until the designated
investigating agency shall have made an investigation and report to
the Commission on the character, associations and loyalty of such
individual and the Commission shall have determined that permitting such
person to have access to Restricted Data will not endanger the common
defense and security. As used in this paragraph, the term "designated
investigating agency" means the United States Civil Service Commission
or the Federal Bureau of Investigation, or both, as determined pursuant
to the provisions of the Atomic Energy Act of 1954.

E - Criminal Liability

It is understood that disclosure of information relating to the
work or services ordered hereunder to any person not entitled to receive
it or failure to safeguard any Restricted Data or any top secret,
secret, or confidential matter that may come to the Subcontractor or
any person under the Subcontractor's control in connection with work under
this Subcontract may subject the Subcontractor, his agents, employees
and sub-subcontractors to criminal liability under the laws of the United
States. (See the Atomic Energy Act of 1954, 68 Stat. 919). See also
Executive Order 10104 of February 1, 1950, 15 F. R. 597.
F - Sub-subcontracts and Purchase Orders

Except as otherwise authorized in writing by the University, the Subcontractor shall insert provisions similar to the foregoing in all sub-subcontracts and purchase orders under this Subcontract.

ARTICLE XXIV - LABOR


No laborer or mechanic doing any part of the work contemplated by this Subcontract in the employ of the Subcontractor or any sub-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, 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 Subcontractor or any sub-subcontractor engaged in the performance of this Subcontract 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 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 respect to the exceptions and provisions of the Eight-hour Laws as set forth in 40 U.S.C. 321, 324, 325, 325A, and 326, which relate to hours of labor and compensation for overtime.


To the extent that this Subcontract is subject to the Walsh-Healey Public Contracts Acts, as amended, (41 U.S. Code 35-45), there are hereby incorporated by reference the representations and stipulations required by said Act and regulation issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect.

C - Convict Labor (Act of February 23, 1887 (18 U.S. Code 436)) Executive Order No. 325A of May 18, 1905

In connection with the performance of this Subcontract, the Subcontractor agrees not to employ any person undergoing sentence of imprisonment at hard labor. This provision shall not be construed to
prevent the Subcontractor or any sub-subcontractor from obtaining any of the supplies or any component parts or ingredients to be furnished under this Subcontract or any of the materials or supplies to be used in connection the performance of this Subcontract, directly or indirectly, from any Federal, state or territorial prison or prison industry, provided that such articles, materials or supplies are not produced pursuant to any contract or other arrangement under which prison labor is hired or employed or used by any private person, firm or corporation.

D - Nondiscrimination in Employment

a. In connection with the performance of work under this Subcontract, the Subcontractor 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 Subcontractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the University setting forth the provisions of the nondiscrimination clause.

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

ARTICLE XXV - OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Subcontract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Subcontract if made with a corporation for its general benefit.

ARTICLE XXVI - COVENANT AGAINST CONTINGENT FEES

The Subcontractor warrants that no person or selling agency has been employed or retained to solicit or secure this Subcontract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Subcontractor for the purpose of securing business. For breach or violation of this warranty, the University shall have the right to annul this Subcontract without liability or, in its discretion, to deduct from the Subcontract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.
ARTICLE XXVII - BUY AMERICAN ACT

The Subcontractor agrees that, in the performance of the work under this Subcontract, the Subcontractor, sub-subcontractors, material, men and suppliers shall use only such unmanufactured articles, materials and supplies (which term "articles, materials and supplies" is herein-after referred to in this paragraph as "supplies") as have been mined or produced in the United States, and only such manufactured supplies as have been manufactured in the United States substantially all from supplies mined, produced or manufactured, as the case may be, in the United States. Pursuant to the Buy American Act (41 U.S.C. 10a-10d), the foregoing provisions shall not apply -1- with respect to supplies excepted by the Commission from the application of the Act, -2- with respect to supplies to be used in the performance of work under this Subcontract which are of a class or kind determined by the Commission or its duly authorized representative not to be 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, -3- with respect to supplies for use outside the United States, or -4- with respect to such supplies, from which the supplies to be used in the performance of work under this Subcontract are manufactured, or are of a class or kind determined by the Commission or its duly authorized representative not to be 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, provided that this exception -4- shall not permit the use in the performance of work under this Subcontract of supplies manufactured outside the United States, if such supplies are manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.

ARTICLE XXVIII - EXAMINATION OF RECORDS

A - The Subcontractor agrees that the Commission and the Comptroller General of the United States or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Subcontractor involving transactions related to this Subcontract until the expiration of three years after final payment under this Subcontract, unless the University authorizes their prior disposition.

B - The Subcontractor further agrees to include in all its sub-subcontracts hereunder a provision to the effect that the sub-subcontractor agrees that the Commission and the Comptroller General of the United States or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such sub-subcontractor involving transactions related to the sub-subcontract until the expiration of three years after final payment under this Subcontract, unless the University authorizes their prior disposition. The term "sub-subcontract" as used herein means any purchase order or agreement to perform all or any part of the work.
or to make or furnish any materials required for the performance of this Subcontract but does not include -1- purchase orders not exceeding $2,500, -2- sub-subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public, or -3- sub-subcontracts or purchase orders for general inventory items not specifically identifiable with the work under this Subcontract.

C - Nothing in this Subcontract shall be deemed to preclude an audit by the General Accounting Office of any transaction under this Subcontract.

ARTICLE XXIX - RENEGOTIATION

If this Subcontract is subject to the Renegotiation Act of 1951, as amended, the following provisions shall apply:

A - This Subcontract is subject to the Renegotiation Act of 1951, as amended (65 Stat. 7; P. L. 764, 83rd Congress) and shall be deemed to contain all the provisions required by Section 104 of said Act.

B - The Subcontractor agrees to insert the provisions of this Article, including this paragraph B, in all his Subcontracts specified in Section 105 (g) of the Renegotiation Act of 1951; provided, that the Subcontractor shall not be required to insert the provisions of this Article in any of his Subcontracts excepted by or pursuant to Section 106 of the Renegotiation Act of 1951, as amended.

ARTICLE XXX - SUBCONTRACTS AND ASSIGNMENT

A - The Subcontractor shall not subcontract any portion of the design, engineering or manufacture without prior notification to and specific approval of the University.

B - The University may assign this Subcontract to the Government. The Subcontractor shall have no right, authority or power to sell, mortgage or assign this Subcontract or any interest herein nor any right, power or authority to allow or permit any other person or persons or organizations to have any interest in or use any part of the rights or obligations granted hereunder for any purposes whatsoever without the prior written consent of the University. Neither this Subcontract nor any interest created thereby shall pass by operation of law to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or any other person or otherwise. Nothing contained in this article shall limit the right of the Subcontractor to assign claims to amounts of money payable under this Subcontract pursuant to the Assignment of Claims Act of 1940 as amended (41 U.S.C. 15).
ARTICLE XXXI - SUBCONTRACTOR'S LIABILITY INSURANCE

A - Before work is commenced Subcontractor shall furnish University satisfactory proof that he has taken out, for the period covered by performance of the Subcontract, full compensation insurance with a company approved by University, for all persons whom he may employ, directly or through sub-subcontractors, in carrying out the work contemplated under this Subcontract, in accordance with the Act of the Legislature of the State of California, known as "Workmen's Compensation, Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto. Said insurance shall be maintained in full force and effect during the period covered by the Subcontract.

B - If Subcontractor fails to maintain such insurance with an acceptable company, University may take out compensation insurance with such company to cover any compensation which University might be liable to pay under the provisions of such Act, by reason of any employee of Subcontractor being injured or killed.

C - In addition to the compensation insurance provided, Subcontractor shall also furnish University satisfactory proof that he has taken out for the period covered by performance of the Subcontract in a company acceptable to University Public Liability insurance with limits of not less than $100,000.00 for one person and, subject to that limit per person, $500,000.00 for one occurrence, and Property Damage liability insurance with limits of not less than $25,000.00 for each accident and $50,000.00 aggregate. Such insurance shall protect Subcontractor against claims arising from injury to persons other than Subcontractor's employees and from claims arising from damage to the property of others (excepting property in the care, custody or control of Subcontractor) and shall also protect Subcontractor against all liability assumed by him under this Subcontract. If Subcontractor fails to maintain such Public Liability and Property Damage insurance with an acceptable company, University may purchase same at Subcontractor's expense.

ARTICLE XXXII - FILING OF CONTRACTS AND BONDS

A - Subcontractor shall, before work is commenced, file a copy of the original Subcontract (including the General Conditions and all Drawings, Maps, and Specifications) with the County Recorder of Santa Clara County, together with a performance bond and a payment bond, each in the amount of 100% of the contract price, conditioned upon the due and punctual performance of the Subcontract, including the one year guarantee against defective workmanship and materials provided for under Article XI hereof, and conditioned upon the payment in full of the claims of all persons performing labor upon, or furnishing materials to be used in, or furnishing appliances, teams or power contributing to such work, and which shall also by its terms be made to inure to the benefit of any and all persons who perform labor upon, furnish materials to be used in or furnish appliances or teams or power contributing to the
work described in said Subcontract, which bonds shall in all particulars comply with the requirements of law and the provisions of Section 1183 et seq. of the Code of Civil Procedure of the State of California and any other applicable sections of the Mechanic's Lien law. Subcontractor shall furnish the said bonds at his own expense.

ARTICLE XXXIII - PERMITS AND REGULATIONS

Subcontractor shall obtain all permits and licenses, pay all fees, give all notices and comply with all laws, ordinances, rules and regulations bearing on the performance of the work as drawn or specified. If Subcontractor performs any work, knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the University, he shall bear all costs arising therefrom with reimbursement. If Subcontractor observes that the Drawings and Specifications are at variance therewith, he shall promptly notify the University in writing. Should Subcontractor be delayed in any way as a result of such variance, including the possible necessity for the preparation of new Drawings and Specifications, then the time of completion shall be extended for such reasonable time as the University may specifically grant in writing upon timely application for such extension by Subcontractor.

ARTICLE XXXIV - WORK SITE

A - Field Office. Subcontractor may provide at the site from commencement to completion of the work a field office, which shall be maintained in a neat and clean condition at all times. University shall approve the type and exact location of such field office.

B - Temporary Toilet Facilities. Subcontractor shall provide temporary chemical toilet facilities at the site for the use of all personnel during performance of the work. University shall approve the location of such facilities. Such facilities are to be kept in a neat and clean condition at all times.

C - Water and Electric Power. Except as the Specifications may otherwise specifically provide Subcontractor shall bring water and electric power for construction to the site from existing service locations as directed by University, and shall provide a meter for electric power which shall be charged to and paid for by Subcontractor at the same rates paid by University.

D - Advertising. No advertising signs of any description will be allowed to be placed on or about the premises except upon the express written permission of University in each instance.

E - Cleaning Up. Subcontractor shall, at all times, keep the premises free from accumulation of waste material or rubbish caused by his employees or work and, at the completion of the work, he shall remove all his rubbish from and about the site and all his tools,
scaffolding and surplus materials, and shall leave his work "broom clean" or its equivalent, and capable of properly functioning unless more exacting requirements shall be specified herein. In case of dispute University may remove the rubbish and charge the cost to Subcontractor.

**ARTICLE XXXV - SPECIFICATIONS AND DRAWINGS**

The Subcontractor shall keep on the work a copy of the drawings and specifications and shall at all times give the University 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 life 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, either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the University for determination. Any adjustment by the Subcontractor without this determination shall be at his own risk and expense. The Subcontractor shall furnish from time to time such detail drawings and other information as he may consider necessary unless otherwise provided.

**ARTICLE XXXVI - CHANGED CONDITIONS**

The Subcontractor shall promptly, and before such conditions are disturbed, notify the University in writing of (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The University shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or the time required for, performance of this contract, an equitable adjustment shall be made and the contract modified in writing accordingly. Any claim of the Subcontractor for adjustment hereunder shall not be allowed unless he has given notice as above required; provided that the University may, if it determines the facts so justify, consider and adjust any such claim asserted before 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 XXI hereof.

**ARTICLE XXXVII - APPENDICES**

The following documents, appended hereto, form an integral part of this Subcontract:

Appendix A - Specifications. Drilling and Testing, Project M.

Appendix B - Proposed Exploration Drilling Sites, dated
26 August 1959.

Appendix C - Proposed Exploration Drill Holes, dated 26 August 1959.

Proposal Sheet, dated ____________ and signed by Subcontractor.

ARTICLE XXXVIII - APPROVAL OF SUBCONTRACT

This Subcontract shall be subject to the prior written approval of an authorized representative of the Commission and shall not become effective until so approved.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract this ______ day of __________, 19__.

THE BOARD OF TRUSTEES OF THE
LELAND STANFORD JUNIOR UNIVERSITY

CORPORATE SEAL

By__________________________________
Date________________________________

SUBCONTRACTOR

By__________________________________
Date________________________________

APPROVED IN FORM AND CONTENT
U. S. ATOMIC ENERGY COMMISSION

By__________________________________
Date________________________________
I, ____________________________, certify that I am the ____________________________ of ____________________________, of the Board of Trustees of the Leland Stanford Jr. University; that ____________________________ who signed this Subcontract on behalf of the said corporation was then ____________________________ of said corporation; that this Subcontract was duly signed for and on behalf of said corporation by authority of the Board of Trustees of the Leland Stanford Jr. University and is within the scope of its corporate powers.

I, ____________________________, certify that I am the ____________________________ of ____________________________, referred to as "Subcontractor" herein; that ____________________________ who signed this Subcontract on behalf of ____________________________ was then ____________________________ of said corporation; that said Subcontract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

CORPORATE SEAL
APPENDIX A - SPECIFICATIONS,  
DRILLING AND TESTING

Project Geologist

The term "Project Geologist" as used herein shall refer to Dr. Frank W. Atchley or to such other person as the University may designate from time to time. The Project Geologist shall have general field supervision and direction of the work. He is the agent of the University only to the extent provided in this Appendix. He has the authority to stop the work whenever such stoppage may be necessary to insure the proper performance of this Subcontract.

Access

Access to the site shall be gained only through established gates and roadways except with the express approval of University. University shall provide keys to Subcontractor for those gates which are normally locked and such keys shall be returned at the completion of the work. Contractor shall close all gates after passing through and shall, in addition, lock those gates equipped with locks. In the event that University shall authorize the cutting or removal of fences, Subcontractor shall, at the conclusion of the work, close any openings thus created, provided, however, that openings in fence lines adjacent to public streets and roads shall be closed immediately after passage of Subcontractor's men and equipment. At the completion of all work under this Subcontract and prior to final payment hereunder, Subcontractor shall restore all fences, gates, roadways, buildings, culverts, utility lines, and any other such structure or improvement to its original condition as of the starting date of work hereunder less reasonable wear and tear. Wherever possible, Subcontractor shall adhere to existing roadways in preference to moving rolling equipment "cross country."

Drilling Program

The planned drilling program includes the following items of work:

Item 1. Mobilization, including moving in and out and the first drill setup.

Item 2. An estimated 2,325 linear feet of rotary rock drilling.

Item 3. An estimated 1,360 linear feet of diamond core drilling.  
(Note: This drilling includes a total of approximately 23 drill holes, of which 10 holes will be all N-X core drilling, 4 holes will be all rotary rock drilling, and 9 holes will involve both rotary rock drilling and N-X core drilling.)
Item 4. Securing approximately 10 standard drill hole drive samples at locations and depths specified by the Project Geologist.

Item 5. Drill hole surging and washing of holes numbered 1 through 10, bailing out drill water, and recovery of undiluted groundwater samples at two different levels from each hole.

Item 6. Conducting 30 water pressure tests, including three tests each in the cored interval of drill holes numbered 1 through 10. The tests will be made at 20-foot intervals beginning at the bottoms of the holes.

Item 7. Conducting 10 percolation tests on holes numbered 1 through 10, consisting of refilling the cleaned holes with imported water.

Progress of Work

a) The Subcontractor shall begin work within five days after receiving notice from the University that the Subcontract has been approved by the Atomic Energy Commission, and shall diligently prosecute the same to completion within thirty-five (35) CALENDAR DAYS from date of said notice. The time stated for completion shall include final clean-up of the premises.

Order of Work

a) The order of work is planned as follows for holes numbered 1 through 10: Rotary rock drilling to the specified depth; flushing, bailing and collection of one groundwater sample; core drilling to the specified depth; flushing, bailing and collection of second groundwater sample; water pressure testing; dismantling and clean-up; and percolation testing. Work on all other holes will consist of drilling and collection of core, drive or chip samples as applicable. The order of drilling the holes and the order in which the various work items will be performed may be arranged for efficient use of equipment by the Subcontractor, subject to approval by the Project Geologist.

Details of Drilling

a) The proposed drill hole locations are shown on the appended map, Appendix B, with the exception of three holes totaling 600 feet of rotary rock drilling which are reserved for contingent locations. The estimated depth of rotary drilling varies from 100 to 260 feet and averages approximately 170 feet. The ten (10) all-core holes vary in depth from 35 to 245 feet and average 82 feet. There are nine (9) holes where 60 feet of core will be taken beginning at depths of 100 to 260 feet and covering the interval between elevations 200 feet and 140 feet above sea level. The estimated depths of drilling are shown on the appended cross section. The linear feet of drilling, number of drill holes and amount of sampling and testing may be increased or decreased at the discretion of the Project Geologist. No substantial decrease in the scope of work is anticipated.
**Rotary Rock Drilling**

a) The rotary rock drilling is to be done at sites and to depths specified by the Project Geologist. The size of the drill hole may be determined by the Subcontractor, provided only that it does not preclude or hinder the taking of cores at the prescribed depths.

b) For the Subcontractor's information, it is estimated that the sum total linear distance of rotary rock drilling will involve approximately 810 feet of drilling in intermixed hard basalt and soft volcanic agglomerate and approximately 1,515 feet of drilling in sandstone and shale. No abrasive rocks such as chert are expected.

c) The rotary rock drilling is to be done in conjunction with use of "air recovery" of drilling chips, utilizing a "cyclone" type sample collector.

d) The rotary drilling equipment and supporting air compressor and accessories will be of sufficient size, condition and power to penetrate to the maximum planned depth of 300 feet. If groundwater or other conditions are encountered which render "air drilling" excessively difficult, then, at the discretion of the Subcontractor and with the approval of the Project Geologist, "mud drilling" or "diamond core drilling" may be substituted. Such substitutions will be paid for at the bid unit price for rotary rock drilling.

**Diamond Core Drilling**

a) The diamond core drilling is to be done at sites shown on the appended map, or at locations and to depths specified by the Project Geologist. The desired core size is 2-1/8", obtained with "NX" diamond drills. The core may be smaller in size, provided only that the required percent core recovery can be obtained. All core holes will be vertical holes.

b) The diamond drilling equipment shall be of rotary type with hydraulic feed in good working condition and capable of securing satisfactory cores of the desired diameter at the maximum drilling depth of approximately 325 feet. Supplies for the core drilling shall include adequate casing, drill rods, core barrels, coring bits, piping, pumps, water, water meters, gauges, drive samplers, power and other necessary accessories for efficient drilling and testing performance. The core barrel shall be double tube, ball bearing, swivel type barrel similar or equal to the M series core barrel of the Diamond Core Drill Manufacturers Association. The Subcontractor shall furnish each core drilling machine with at least two "NX" size core barrels, and both bottom and center discharge "NX" size diamond core bits.

c) The core drilling shall be performed in a manner to accomplish maximum possible core recovery. Drilling techniques shall be varied as required to obtain the prescribed results.
d) The core recovery must amount to a minimum 70% recovery of the interval to be cored in each core hole, in order to receive payment for drilling the cored interval of that hole. It is to be expressly understood that a unit increase of $1.00 per foot for each 5% increase in core recovery over the prescribed 70% recovery will be paid. This unit increase in payment for core recovery in excess of 70% applies only to holes numbered 1 through 10 or other holes located along the proposed tunnel axis.

e) For the Subcontractor's information, it is estimated that the sum total linear distance of core drilling will involve approximately 290 feet of drilling in intermixed hard basalt and hard to soft volcanic agglomerate and approximately 1,070 feet of drilling in sandstone and shale. No abrasive rocks such as chert are expected. Previous work in the area indicates that difficult coring conditions may be encountered in these rocks and that experience and good equipment will be needed to obtain high core recovery. It is the responsibility of the Subcontractor to satisfy himself as to the drilling conditions which will be encountered.

f) If at any time in any hole the core recovery drops below 70% then, at the discretion of the Project Geologist, the Subcontractor may be required to redrill the hole with a rotary rock bit, which rotary drilling will be paid for at the unit bid price for rotary rock drilling.

g) Core boxes shall be furnished by the Subcontractor. The boxes shall be of cardboard construction and standard dimensions for receiving "NX" core and of quality acceptable to the Project Geologist. The Subcontractor shall be responsible for preserving all core samples in good condition in boxes properly labeled and identified as to hole number and elevation. Special care shall be exercised to designate the exact interval of each coring run within each core box. Special care shall be taken to prevent weather exposure and damage to boxes, labels, and cores. Upon completion of a hole, the core boxes shall be moved to a storage location at Stanford University, designated by the Project Geologist.

Casing, Cementing and Reaming

a) If caving or unstable materials are encountered in drilling the holes, in either the rotary drill holes or diamond core holes, the Subcontractor at his discretion shall cement and redrill as necessary, shall install any and all casing needed to insure sample and core recovery, or to eliminate water loss and/or hole caving, and shall perform all necessary reaming needed to set casing or clear the hole. Any and all charges for these services shall be included in the bid unit prices for rotary rock drilling and core drilling.

b) It is not the intent of these specifications that the drill holes be cased; all casing installed, except collar pipes, may be recovered or abandoned in the hole at the discretion of the Subcontractor.

c) A collar pipe shall be installed in each hole and extend through the soil zone unless otherwise directed by the Project Geologist. All collar pipes shall be set flush to the ground surface, shall be capped
with screw type caps, clearly marked to identify the drill hole by number and left in place at the completion of the drilling. No separate payment will be made for collar pipes, caps, or for temporary casing abandoned in the hole. The cost of these items shall be included in the bid price of the other items of work.

**Supplementary Holes**

a) Drill holes abandoned before reaching the specified depth because of caving or unstable material, mechanical failure of drilling equipment, negligence on the part of the Subcontractor or other preventable causes, and rejected by the Project Geologist, will not be paid for except as hereinafter provided. Any holes rejected shall be supplemented by another hole adjacent to the first. Penetration to the depth where the hole was abandoned may be made by any method selected by the Subcontractor which will permit completion of the new hole below the elevation where the last satisfactory sample was obtained in the abandoned hole. Below the elevation where the hole was abandoned, penetration shall be made and samples taken in the supplementary hole in the manner specified in the original hole. Provided the supplementary hole is completed to the depth originally specified and satisfactory samples taken, payment will be allowed for the acceptable portion of the abandoned hole and in addition for the portion of the supplementary hole which extends from the elevation of abandonment of the original hole to the acceptable depth. In the event the supplementary hole is lost, it shall be supplemented by another, and the acceptable portions of the respective holes paid for as described above. Regardless of the reason for abandoning a hole, no payment will be made for a setup in order to drill a new hole from the same location. All abandoned holes shall be adequately backfilled.

**Water Supply**

a) It shall be the responsibility of the Subcontractor to provide an adequate supply of water delivered to the drilling sites for his drilling operation and for testing operations. Water supply sources available to the site are designated on the appended map. The water from these sources will be furnished to the Subcontractor at no cost, but it is his responsibility to provide suitable facilities for receiving the water and to exercise care that receiving the water will not interrupt other activities or cause damage to the supply source.

**Ground Water Sampling**

a) Ground water samples shall be collected in drill holes numbered 1 through 10 at two different levels in each hole. The proposed levels for ground water sampling are at the bottom of the rotary rock drill hole and at the bottom of the cored interval, or at other levels as directed by the Project Geologist. The ground water samples shall be collected by bailing methods and shall not be diluted or contaminated with drilling water or drilling mud to the satisfaction of the Project Geologist. Depending on the rate of ground water inflow encountered in the various drill holes, the attempts to collect ground water samples may be abandoned or may be delayed overnight at the discretion of the Project Geologist.
b) Prior to collecting ground water samples or to conducting water pressure or percolation tests, the hole will be surged and washed free of chips, dust and drilling mud, if needed. Before taking ground water samples, the hole will be bailed dry if practical.

c) Payment for collecting ground water samples and for surging and washing the hole will be based on an hourly rate bid by the Subcontractor.

Water Pressure Testing

a) Water pressure tests shall be made as required by the Project Geologist. The Subcontractor shall furnish all necessary tools and equipment to properly perform the specified tests at the depth ordered. Water pressure testing equipment shall include even-flow pumps capable of delivering thirty-five gallons per minute when operating at discharge pressure of two hundred pounds per square inch; a three-way valve; an accurate flow meter similar or equal to a Trident 1½” Style 3 meter measuring in gallons with a clock dial and setback device; a pressure gauge of three hundred pounds per square inch capacity; a pair of single packers with rubber expansion elements, capable of isolating for test any zone within the cored interval of any of the holes drilled; and all other necessary tools and equipment necessary for maintaining uninterrupted tests for each hole tested.

b) Where the condition of the testing equipment or its assembly and arrangement are found to be faulty, the Subcontractor shall be required to make a series of check tests at his own expense and correct the faults. For testing, a minimum of three hundred pounds per square inch shall be maintained at the drill rig with up to ten gallons per minute loss in the hole. A water pressure gauge shall be installed at the hole and shall read from zero pounds to three hundred pounds per square inch. Only clean water free of cuttings and drilling mud will be used in water pressure testing.

c) Payment for water pressure testing will be based on an hourly rate bid by the Subcontractor.

Percolation Testing

a) Percolation tests shall be performed on drill holes numbered 1 through 10 upon completion of the hole. The percolation tests consist merely of filling the hole with imported water to collar elevation. The percolation measurements will be performed by the Project Geologist. Payment for percolation testing will be based on an hourly rate bid by the Subcontractor.

Logging

a) It shall be the responsibility of the Subcontractor to prepare a detailed daily driller's log showing hole number, daily drilling progress and type of drilling being done. This log shall include elevations (top and bottom) of casing, cementing, reaming, rock drilling, core drilling,
interval of coring runs, elevations of points of water loss and amounts of water loss, and specific comments concerning drilling difficulties. The driller's log shall explain the probable cause for drilling difficulty, such as cave-ins, squeezing rock, water loss, etc. It is not the responsibility of the Subcontractor to prepare a log of rock types, or rock character and condition. The daily driller's log shall be kept as a running account of the drilling progress and be available to the Project Geologist at reasonable times.

**Sampling**

a) The Subcontractor shall cooperate with and assist the Project Geologist in the collection of suitable rock chip samples from the rotary rock bit drilling.

b) Rock chip samples shall be collected at each five (5) foot interval, or at changes in rock types if so directed by the Project Geologist, on all drilling done by rotary rock bit drilling. When using "air" drilling, the samples shall be collected by a "cyclone" type sample collector, and when using "mud" drilling, the samples will be collected by suitable screening methods.

c) If soft rock is encountered during either the rotary rock bit drilling or core drilling where cores or chip samples cannot be recovered, then, at the discretion of the Project Geologist, conventional drive sampling may be requested. Payment will be made for the drive sampling based on the hourly rate bid by the Subcontractor.

**Measurement and Payment**

a) The bid unit price, when paid for each unit of work performed, shall constitute full compensation for furnishing all labor, material, equipment and supplies and for performing all operations required for the completion of the work as specified herein, as shown on the appended illustrations, to the approval of the Project Geologist. The bid unit prices shall include allowance for all expenses resulting from repair of equipment, standby of equipment or crews, transportation, living expenses, or any other cause, incurred by the Subcontractor either directly or indirectly as a result of performing this work. Payment will be made only at the bid unit price and only for work actually performed.

b) All drilling and time measurements for payment shall be made by the Project Geologist or his designated representative. Linear drilling measurements for payment will be made to the nearest foot. Time measurements for payment will be by the hour in increments of one-half hour. Periods of time less than one-half hour will be considered as one-half hour. Periods of time greater than one-half hour will be considered as a full hour.

c) The construction and maintenance of access roads and drilling platforms will not be measured for payment and will not be paid for as such, but will be considered as included in the prices paid for the other
items of work and no additional allowance will be made therefor. No separate payment will be made for maintenance or repair of existing private roads used by the Subcontractor. The cost of assembling all equipment at the first hole and dismantling and removing from the last hole will be included in the lump sum paid for moving in and moving out. The Subcontractor's cost for making all other drill setups shall be included in the bid unit prices for drilling.

d) Rotary rock bit drilling will be measured for payment by the linear foot for the number of linear feet drilled in accordance with these specifications. Payment will be made at the bid unit price per linear foot.

e) Core drilling will be measured for payment by the linear foot for the number of linear feet drilled in accordance with the specifications listed in paragraphs a) through g) under Diamond Core Drilling. Payment will be made at the bid unit price per linear foot adjusted to include unit increases as specified in the above referenced paragraphs.

f) Drive sampling will be measured for payment by the hour in increments of one-half hour for the time actually consumed in obtaining the samples. The time recorded shall commence when the equipment is lowered into the hole and end when the equipment is removed. No time will be credited to the Subcontractor for delays during drive sampling resulting from (1) equipment stuck in the hole during the sampling; (2) equipment breakdown or repair; (3) arranging major sampling apparatus or equipment; and (4) failure to conduct the sampling operation in a workmanlike manner by which the desired results could ordinarily be expected. Drive sampling shall be paid for at the bid unit price per hour.

g) The cost of reaming, setting casing, cementing and redrilling shall be included in the bid unit prices per linear foot of drilling.

h) The time required for cleaning the drill hole, bailing, and ground water sampling will be measured for payment by the hour in increments of one-half hour. The time recorded will begin when the equipment is lowered into the hole for the purpose of cleaning, bailing or sampling and will terminate when the equipment is removed from the hole. Cleaning, bailing or ground water sampling may be terminated at any time at the discretion of the Project Geologist. No time will be credited to the Subcontractor for delays resulting from: (1) breakdown or repair of equipment; (2) equipment stuck in the hole; (3) insufficient supply of water for proper surging and washing; (4) improper equipment or failure to conduct the work in a workmanlike manner by which the desired results could ordinarily be expected, etc. Payment for cleaning, bailing and ground water sampling will be made at the unit price per hour bid by the Subcontractor.

i) The time required for water pressure testing will be measured for payment by the hour, in increments of one-half hour. The time to be recorded shall commence when the equipment is lowered into the test hole and end when the equipment is removed. No time will be credited to the
Subcontractor for delays during water testing resulting from (1) equipment stuck in the hole during water testing; (2) equipment breakdown or repair; (3) an insufficient supply of water on hand to properly conduct the testing; (4) arranging major water testing apparatus, such as pumps, storage tanks, and pipelines; and (5) failure to conduct the water testing in a workmanlike manner by which the desired results could ordinarily be expected. Payment will be made at the bid unit price per hour for water testing.

j) The percolation testing shall be done when the given drill hole is completed and all drilling equipment dismantled and in position to move to another hole. The time measured for payment will begin when imported water enters the hole and will terminate when the hole is filled or at the discretion of the Project Geologist. No time will be credited to the Subcontractor for delays during percolation testing resulting from: (1) equipment breakdown or repair; (2) an insufficient supply of water to properly conduct the testing; (3) interruption of testing by delays from arranging pumps, tanks, pipelines, etc.; (4) improper equipment or failure to conduct the test in a workmanlike manner by which the desired results could ordinarily be expected, etc. Payment will be made at the bid unit price per hour for percolation testing.

k) Payment shall be made to the Subcontractor upon the rendering of a single, final invoice, in quintuplicate, to the Associate Director, Hansen Laboratories, Stanford University, California. Such invoice shall show quantities, unit prices, extensions, the total amount due, and such other information as is necessary to explain amounts claimed.

Clean-up

In addition to the clean-up requirements of Article XXXIV(e) of this Subcontract, Subcontractor shall, at the completion of work and prior to final payment hereunder, fill all sump holes; cap all pipes remaining in the ground; remove all debris, tools, machinery, and temporary structures; scatter excess material removed from drill holes evenly about the holes; and spread evenly about each drilling site any excess dirt, rock, or other material accumulated during the leveling of the drilling site. The premises shall be restored to their natural condition except as indicated above or elsewhere in this Subcontract.

Special Precautions

There are a number of radar field installations in the general area in which the tunnel holes are to be drilled. These installations are Government property used daily in research. The Subcontractor shall take all necessary steps, including careful instructions to his employees or those of any sub-subcontractor engaged in work on the site between Alpine and Page Mill Roads, to avoid interference with the research conducted at these field installations, damage to or theft of Government property therefrom, and possible injury to Subcontractor's or sub-subcontractors' personnel by exposure to radiation from the installations. These steps shall include:
a) All gasoline motors used by Subcontractor or sub-subcontractors in this area shall be equipped with Autolite resistor plugs, as well as distributor and generator resistors.

b) No vehicle of Subcontractor or sub-subcontractors carrying any blasting caps or explosives shall be permitted to enter the site from Alpine, Foothill, or Page Mill Roads.

c) Subcontractor's and sub-subcontractors' personnel shall be enjoined from entering any field installation at the site, or tampering with any property at such installation. In particular, such personnel shall be instructed not to approach the installation to the West of Hole No. 5.