

The Idaho Department of Fish and Game considers the following document to be an agency guidance document for purposes of Idaho Executive Order 2020-002. The guidance document is not new law; it is the Department's interpretation or implementation of existing law.

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HIRING CONTRACTORS PROCEDURE NO.: ENG-1.0

Revision Date: February 2020

Introduction.

This Engineering Procedure, ENG-1.0, is to be used as a guide to hiring Contractors. A contractor is any person or company which is hired by the Idaho Department of Fish & Game (IDFG) to perform physical work on property owned or managed by IDFG. ENG-1.0 clarifies when the Engineering Bureau shall be involved in hiring a Contractor and when IDFG personnel in a Region or other Bureau can hire a Contractor without involving the Engineering Bureau. This procedure also explains paperwork required, bidding requirements based on project dollar amounts, and Idaho State Code references when applicable.

Work by a contractor will typically include materials, labor, and equipment. If obtaining materials only, this Procedure, ENG-1.0, does not apply; please see IDFG Purchasing Policy.

Paperwork Required.

1. All projects with Contractors require the following paperwork:
 - A. Signed Proposal
 - B. [Drug and Alcohol Free Workplace Affidavit](#) (Code [72-1717](#)).
 - C. [Bidders Acknowledgement Statement](#) (Codes [44-1001](#) and [44-1002](#)).
 - D. General Liability Insurance Certificate (Code [54-5210](#)).
 - E. Workman's Comp Insurance Certificate (Code [54-5210](#)). See Code [72-212](#) for exemptions.
2. Additional paperwork if Federally Funded
 - A. [Attachment for Contracts Funded by Federal Monies](#)
 - B. If [Davis Bacon](#) wage rates are required by conditions of federal grant, Contractor will need Wage Decision prior to submitting proposal and is required to submit Certified Payrolls prior to payments. Only applicable for projects over \$2,000. See Engineering Procedure 3.0 for clarification and requirements.

Hiring Procedures.

1. Less than \$5,000
Regional personnel may hire Contractor without involving the Engineering Bureau. Engineering Bureau maintains the latest versions of required forms and is available to provide assistance on any size or type of project.
2. \$5,000 or greater
Region personnel to prepare BA-1 form and submit it to Engineering Bureau. BA-1 form to include: PCA(s), Activity, Species, Cost Estimate, location and description of work, desired timing/dates of work, attachments to clarify work (if any), proposals from contractor (if any), suggested contractor (if any), and approval signatures.
 - A. UP TO \$25,000 - Informal with no bidding requirements



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- 1) Regional personnel will work with Engineering Bureau to obtain 1 or more written proposals from contractors. A single bid is ok but obtaining multiple bids is encouraged if price appears high or if time allows. Typically the Region will contact a contractor to discuss work and request the written proposal. This may include a site visit with Contractor depending upon work.
- 2) Region will determine if proposal is within the budget. If proposal is ok, Region will forward proposal, along with BA-1 to the Engineering Bureau.
- 3) Either Region or Engineering Bureau will contact the Contractor to inform them their proposal is acceptable and to obtain all necessary paperwork from Contractor.
- 4) After paperwork is obtained, Engineering Bureau will issue an Engineering Purchase Order (EPO) then authorize the Contractor to proceed. At completion of work, either Region personnel or Engineering Bureau can process Contractor's invoice for payment. If invoice is processed by Region, a copy of invoice shall be provided to Engineering Bureau for the files. EPO number shall be included on invoices submitted to Accounts Payable.
NOTE: if Certified Payrolls are required, they must be reviewed by Engineering Bureau prior to paying invoice.

B. BETWEEN \$25,000 and \$100,000 See Idaho Codes [67-5711](#) and [67-5711C](#)

NOTE: Contractor shall be Public Works Licensed if project cost is \$50,000 or more. License Class shall be for adequate dollar amount of project. See Idaho Codes [54-1901](#), [54-1902](#), [54-1903](#), and [54-1904](#).

- 1) Engineering Bureau will assemble a Formal Specification package. No bid bonding is required, however 100% Performance and Payment Bonds required.
- 2) Engineering Bureau will obtain formal bids from a minimum of 3 Contractors, if possible. Request for bids shall be given at least seven (7) days prior to the date set for receipt of bids.
- 3) Engineer will verify low bid is within budget, confirm all forms are correct, and confirm Contractor has Public Works License in proper class (if applicable). If ok, Engineer will send Acceptance Letter to Contractor, which includes Contract, WH-5 Public Works Contract Report ([54-1904A](#) and [63-3624\(g\)](#)), Performance Bond form, Payment Bond form, and Contractor's Affidavit Concerning Taxes ([63-1502](#), [63-1503](#), and [63-1504](#)).
- 4) Upon receipt of contract and paperwork from Contractor, Engineering Bureau will prepare Contract Routing cover sheet and route package to Parent Bureau, Administration, and Legal for review.
- 5) Upon return of Contract Routing to Engineering Bureau, Contract and Notice-to-Proceed will be signed by Engineering Bureau Chief, then sent to Contractor.
- 6) Progress payments will be made to Contractor upon receiving their invoice. Engineer will review invoice and process partial payment to Contractor using BA-147 form, or similar form. Partial payment forms are available to Engineer as needed to assist in keeping track of multiple payments. Five



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percent (5%) retainage shall be withheld from each progress payment. If applicable, Engineer will review and approve Certified Payrolls prior to processing progress payments.

- 7) Change Orders shall be prepared by Engineer, signed by Contractor, then signed by Engineering Bureau Chief. Contractor shall include a breakdown of pricing to include labor, equipment, and materials. Prices can also be verified as reasonable based on prices from past projects.
 - 8) At the point when project can be used for its intended purpose, a Punch List shall be prepared and sent to the Contractor, along with the Substantial Completion form. Contractor shall sign Substantial Completion form, include date when Punch List items will be complete, then return to Engineer.
 - 9) After all work is complete, Engineer shall furnish a Release of Claims form to the Contractor to fill out and return.
 - 10) Upon receipt of Release of Claims form, Engineering Bureau will submit a Request for Tax Release to the Idaho State Tax Commission.
 - 11) Upon receipt of Tax Release, Engineer will process final pay estimate to pay the 5% retainage which was withheld on all prior pay estimates.
 - 12) Submit BA-40, Building Inventory, form when required.
- C. COST \$100,000 AND ABOVE See Idaho Codes [67-5711](#) and [67-5711C](#)

All requirements within Section B above apply with the following additional requirements:

- 1) Adequate public notice of the invitation for bids shall be given at least 14 days prior to bid opening. Such notice shall include publication in a newspaper of general circulation in the area where the work is located. It is recommended to advertise in the Legal Section of newspaper 2 days; 7 days between ads (example; Monday and following Monday).
- 2) 100% Bid Bonds are required.

**CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code section 72-1717; that _____ provides a drug-free workplace program that complies with the provisions of Idaho Code, Title 72, Chapter 17 and will maintain such program throughout the life of a state construction contract and that _____ shall subcontract work only to subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

Name of Contractor

Address

City and State

By: _____
(Signature)

Subscribed and sworn to before me this _____ day of _____,
20_____.

Commission expires:

NOTARY PUBLIC, residing at

EXECUTE AND SUBMIT WITH BID

BIDDER'S ACKNOWLEDGMENT STATEMENT

NOTE: THE INFORMATION CONTAINED HEREIN IS A SUMMARY OF VITAL CONTRACT PROVISIONS AND DOES NOT CHANGE THE CONTRACT DOCUMENTS THAT WILL GOVERN THIS PROJECT.

By submitting a bid for this project, the undersigned bidder agrees that, if awarded the contract for construction, Contractor will conform to all conditions and requirements of the contract, including but not limited to:

Contractor agrees to comply with subparagraph 42 of the General Conditions pertaining to Sections 44-1001 and 44-1002, Idaho Code requiring the employment of 95% bona fide Idaho residents and providing for a preference in the employment of bona fide Idaho residents.

Contractor will substantially complete the work within the time stated in the contract documents, or as modified by Change Order.

If the Contractor fails to substantially complete the Project within the time stated in the contract documents, or as modified by Change Order, the Contractor agrees that the Owner may deduct from the contract amount liquidated damages in the amount per calendar day indicated in the Contract Documents times the number of calendar days until the project is Substantially Complete, as defined in the Contract Documents and as determined by the Architect (or Engineer).

The Contractor agrees that the amount allowed for overhead and profit on any Change Order is limited to the amounts indicated in paragraph 70 of the General Conditions for Construction, as supplemented, which are stated below.

1. for total changes of \$10,000 or less in direct cost, the amount allowed for overhead, profit, bonds, and insurance for the Contractor and all subcontractors of any tier combined shall not exceed twenty percent (20%) of direct costs.
2. for total changes exceeding \$10,000 in direct cost, the amount allowed for overhead, profit, bonds, and insurance for the Contractor and all subcontractors of any tier combined shall not exceed fifteen percent (15%) of direct costs.
3. the Contractor will determine the amount of overhead and profit to be apportioned between the Contractor and its subcontractor of allowable amounts of overhead, profit, bonds, and insurance.

The Contractor agrees that Change Orders are governed by the General Conditions of the Contract for Construction, as supplemented, including but not limited to Paragraphs 70, 71, 72, 73, and 74.

By the execution of a Change Order, the Contractor agrees and acknowledges that he has had sufficient time and opportunity to examine the change in work which is the subject of the Change Order and that he has undertaken all reasonable efforts to discover and disclose any concealed or unknown conditions which may to any extent affect the Contractor's ability to perform in accordance with the Change Order. Aside from those matters specifically set forth in the Change Order, the Owner shall not be obligated to make any adjustments to either the Contract Sum or Contract Time by reason of any conditions affecting the change in work addressed by the Change Order that could have reasonably been discovered or disclosed by the Contractor's examination.

Any Change Order fully executed by the Owner, Contractor and Architect (or Engineer), including but not limited to a Change Order arising by reason of the parties' mutual agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including but not limited to, all direct and consequential costs associated with such change and any and all adjustments to the Contract Sum and Contract Time. In the event a Change Order increases the Contract Sum, the Contractor shall include the work covered by such Change Order in the Application for Payment as if such work were originally part of the Project and Contract Documents.

FAILURE TO EXECUTE THIS ACKNOWLEDGEMENT WILL MAKE THE BID NONRESPONSIVE.

I, _____, being duly authorized to bind the
(type or print name of individual)

Bidder _____, does hereby certify that

(type or print name of company)

has fully read and understands this document and that it highlights certain parts of the contract that will be entered between the parties and that will govern this Project.

Signed: _____

Title: _____

Date: _____

END OF BIDDER'S ACKNOWLEDGMENT STATEMENT

ATTACHMENT FOR CONTRACTS FUNDED BY FEDERAL MONIES

The purpose of this attachment is to bring contracts funded fully or partially by federal monies into compliance with various federal statutes, regulations and policies.

1. In the event disputes arise concerning the contract which cannot be settled informally, the parties agree that the dispute will be submitted to arbitration under Title 7, Chapter 9, Idaho Code. Three arbitrators shall be utilized, one selected by the Department of Fish and Game (Department), one selected by the Contractor, and the third to be selected by the first two arbitrators. Arbitrators shall not be employees of the State of Idaho, or of the Contractor. All arbitration proceedings shall be held in Ada County.
2. A. The Department may revoke, at its discretion, the contract upon occurrences of any of the following events:
 - (1) The Contractor violates any of the terms or conditions of the contract.
 - (2) The Contractor causes, permits, or encourages the violation of the federal statutes, regulations and policies included herein.
 - (3) When both parties agree that the contract should be terminated.B. Notice of termination shall be given, in writing, either by personal delivery to the Contractor, or by mailing the notice to the Contractor's address given in the contract.
3. All contracts and sub-grants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874), as supplemented in Department of Labor Relations (29 CFR, Part 3). This Act provides that each contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to the Department.
4. The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to complete the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 and 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. The Contractor shall grant access by the Department, the Comptroller General of the United States, or any of their duly authorized representatives, to books, documents, papers and records of the Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions.

6. The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970. Violations shall be reported to the Department and the Regional Office of the Environmental Protection Agency.
7. In connection with the performance of work under this award, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c) and (2)) and Executive Order 11755, December 29, 1973.
8. No member of or delegate to the Idaho Legislature, or resident Commission, shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this award if made with a corporation for its general benefit.
9. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this award upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Department shall have the right to annul the awarded contract without liability or in its discretion to deduct from the awarded amount or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
10. Except as otherwise directed in writing by the Department, the Contractor shall procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the State, territory and political subdivision in which the work under this award is performed.
11. The Contractor shall comply with 10 C.F.R. Chapter 11, Section 600.39 which provides that “. . . no person shall on the ground of race, color, national origin, sex, handicap or age be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment, where the main purpose of the program or activity is to provide employment or when the delivery of program services is affected by the Contractor’s employment practices, in connection with any program or activity receiving Federal assistance from.”
12. The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and shall immediately take any measures necessary to comply with the Act.
13. The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where (1) the primary purpose of the award is to provide employment, or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the financially assisted activity.
14. This award is subject to the provisions of the Rehabilitation Act of 1973, Public Law 93-112. The Contractor, therefore, agrees that “No otherwise qualified handicapped individual in the United States (as defined in Section 7(6) of the Act), shall solely, by reason

of his handicap, be excluded from participation in, be denied by the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

15.
 - A. General.
The Department and Comptroller-General, through any authorized representative shall have the audit and inspection rights described in the applicable paragraphs (B) and (C) below.
 - B. Examination of Records.
The Contractor shall maintain, and the Department or representatives shall have the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this award. Such right of examination shall include inspection of all reasonable times of the Contractor’s facilities or such parts thereof, as may be engaged in the performance of this contract.
 - C. Availability.
The materials described in (B) above and any other records related to the contract, shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of 3 years from the date of final payment under this contract for such longer period, if any, as is required by applicable statute, or by other clauses of this contract or by (1) and (2) below:
 - (1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of 3 years from the date of any resulting final settlement.
 - (2) Records which relate to appeals under the “Disputes” clause of the contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of.
16. The Contractor agrees to protect, defend, indemnify, and hold harmless the Department and its employees from all liability or expense on account of claims, suits, and cost growing out of or connected with the Contractor’s actions, provided, however, that the Department shall not be relieved hereby from liability for its own negligence and that of its employees.
17. The Contractor will comply with minimum wage and maximum hours provisions of the Federal Fair Labor Standard Act, as they apply to hospital and educational institution employees of State and local governments.
18. The Contractor will comply with requirements of Title II and Title III of the Uniform Relocation Assistance and real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
19. The Contractor will comply with the Vietnam Era Veteran’s Assistance Act of 1974, Section 402, contained at 38 USC Sec. 2012, and the Rehabilitation Act of 1973, Sections 503 and 504.

20. This contract is subject to the following financial assistance management circular(s) as modified in this contract instrument:

OMB Circular A-102 Uniform Administrative Requirements for Grants in Aid to State and Local Governments

OMB Circular A-87 Cost Principles applicable to grants and (formerly FMC 74-4 contracts with State and Local Governments

ATTACHMENT FOR CONTRACTS FUNDED BY FEDERAL MONIES WITH DAVIS BACON

The purpose of this attachment is to bring contracts funded fully or partially by federal monies into compliance with various federal statutes, regulations and policies.

1. In the event disputes arise concerning the contract which cannot be settled informally, the parties agree that the dispute will be submitted to arbitration under Title 7, Chapter 9, Idaho Code. Three arbitrators shall be utilized, one selected by the Department of Fish and Game (Department), one selected by the Contractor, and the third to be selected by the first two arbitrators. Arbitrators shall not be employees of the State of Idaho, or of the Contractor. All arbitration proceedings shall be held in Ada County.
2. A. The Department may revoke, at its discretion, the contract upon occurrences of any of the following events:
 - (1) The Contractor violates any of the terms or conditions of the contract.
 - (2) The Contractor causes, permits, or encourages the violation of the federal statutes, regulations and policies included herein.
 - (3) When both parties agree that the contract should be terminated.B. Notice of termination shall be given, in writing, either by personal delivery to the Contractor, or by mailing the notice to the Contractor's address given in the contract.
3. All contracts and sub-grants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874), as supplemented in Department of Labor Relations (29 CFR, Part 3). This Act provides that each contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to the Department.
4. The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.
5. The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to complete the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 and 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements

do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. The Contractor shall grant access by the Department, the Comptroller General of the United States, or any of their duly authorized representatives, to books, documents, papers and records of the Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions.
7. The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970. Violations shall be reported to the Department and the Regional Office of the Environmental Protection Agency.
8. In connection with the performance of work under this award, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c) and (2)0 And Executive Order 11755, December 29, 1973.
9. No member of or delegate to the Idaho Legislature, or resident Commission, shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this award if made with a corporation for its general benefit.
10. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this award upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Department shall have the right to annul the awarded contract without liability or in its discretion to deduct from the awarded amount or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
11. Except as otherwise directed in writing by the Department, the Contractor shall procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the State, territory and political subdivision in which the work under this award is performed.
12. The Contractor shall comply with 10 C.F.R. Chapter 11, Section 600.39 which provides that “. . . no person shall on the ground of race, color, national origin, sex, handicap or age be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment, where the main purpose of the program or activity is to provide employment or when the delivery of program services is affected by the Contractor's employment practices, in connection with any program or activity receiving Federal assistance from.”
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14. The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where (1) the primary purpose of the award is to provide employment, or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the financially assisted activity.
15. This award is subject to the provisions of the Rehabilitation Act of 1973, Public Law 93-112. The Contractor, therefore, agrees that "No otherwise qualified handicapped individual in the United States (as defined in Section 7(6) of the Act), shall solely, by reason of his handicap, be excluded from participation in, be denied by the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."
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 - A. General.
The Department and Comptroller-General, through any authorized representative shall have the audit and inspection rights described in the applicable paragraphs (B) and (C) below.
 - B. Examination of Records.
The Contractor shall maintain, and the Department or representatives shall have the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this award. Such right of examination shall include inspection of all reasonable times of the Contractor's facilities or such parts thereof, as may be engaged in the performance of this contract.
 - C. Availability.
The materials described in (B) above and any other records related to the contract, shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of 3 years from the date of final payment under this contract for such longer period, if any, as is required by applicable statute, or by other clauses of this contract or by (1) and (2) below:
 - (1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of 3 years from the date of any resulting final settlement.
 - (2) Records which relate to appeals under the "Disputes" clause of the contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of.
17. The Contractor agrees to protect, defend, indemnify, and hold harmless the Department and its employees from all liability or expense on account of claims, suits, and cost growing out of or connected with the Contractor's actions, provided, however, that the Department shall not be relieved hereby from liability for its own negligence and that of its employees.
18. The Contractor will comply with minimum wage and maximum hours provisions of the Federal Fair Labor Standard Act, as they apply to hospital and educational institution employees of State and local governments.
19. The Contractor will comply with requirements of Title II and Title III of the Uniform Relocation Assistance and real Property Acquisitions Act of 1970 (P.L. 91-646) which

provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

20. The Contractor will comply with the Vietnam Era Veteran's Assistance Act of 1974, Section 402, contained at 38 USC Sec. 2012, and the Rehabilitation Act of 1973, Sections 503 and 504.

21. This contract is subject to the following financial assistance management circular(s) as modified in this contract instrument:

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