

City

DEPARTMENT OF COMMERCE
CONTRACT FACE SHEET

NAME OF CONTRACTOR

Grote Reber

212 W. Seminary Avenue

Wheaton, Illinois

Contract for: Cosmic Noise Measuring Apparatus

Amount of Contract \$18,570.00 Dated May 21, 1947 Expires See Page 2 Form 32

National Bureau of Standards

Date May 28, 1947

Approved and respectfully forwarded to the Secretary of Commerce for his approval. The amount of this contract will be paid from the following named appropriation, the balance of which is sufficient for the payment of all obligations incurred against it, including this contract - 1375906.031. Working Fund, Commerce, Standards, 1947.

/s/ T. B. Morrow

T. B. Morrow, Executive Officer
cbk

Office of the Solicitor

Date 6/10/47

Examined and found to comply with all the requirements of law and to be correct in form and execution.

/s/ J. A. Huff
For Solicitor

hlb

Date June 16, 1947

Contract CST-8344

APPROVED

/s/ Wm. C. Foster

Acting Secretary of Commerce

GR WAS ewe eb

Contract No. CGT-5744

CONTRACT
(SUPPLIES)

COMMERCE

(Department)

Grote Rober

(Contractor)

Contract for Acoustic Noise Measuring Apparatus Amount, \$ 15,570.00
National Bureau of Standards, Washington, D. C.
Place _____

CONTRACT FOR SUPPLIES

THIS CONTRACT, entered into this 1st day of May, 1947, by THE UNITED STATES OF AMERICA, hereinafter called the Government, represented by the contracting officer executing this contract, and

Grote Reber

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

an individual trading as designer and builder of the city of Wheaton, in the State of Illinois hereinafter called the contractor, witnesseth that the parties hereto do mutually agree as follows:

ARTICLE 1. Scope of this contract.—The contractor shall furnish and deliver

Graphic Noise Measuring Apparatus in accordance with the specifications submitted with our Invitation to Bid K-1663, (pages 1 to 17 inclusive, plus Part V covering 100 megacycle equipment on pages 14 to 17 inclusive which you added)

for the consideration stated Eighteen Thousand Five Hundred and Seventy and no/100 Dollars (\$18,570.00)

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

Specifications - 17 pages

Deliveries shall be made as follows:

On or before September 1947.

appeal within 30 days by the contractor to the head of the department concerned or his duly authorized representative, whose decision on such appeal as to the facts of delay shall be final and conclusive on the parties hereto.

ARTICLE 6. Responsibility for supplies tendered.—The contractor shall be responsible for the articles or materials covered by this contract until they are delivered at the designated point, but the contractor shall bear all risk on rejected articles or materials after notice of rejection. Where final inspection is at point of origin but delivery by contractor is at some other point, the contractor's responsibility shall continue until delivery is accomplished.

ARTICLE 7. Increase or decrease.—Unless otherwise specified, any variation in the quantities herein called for, not exceeding 10 percent, will be accepted as a compliance with the contract, when caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and payments shall be adjusted accordingly.

ARTICLE 8. Payments.—The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

ARTICLE 9. Additional security.—Should any surety upon the bond for the performance of this contract become unacceptable to the Government, or if any such surety shall fail to furnish reports as to his financial condition from time to time as requested by the Government, the contractor must promptly furnish such additional security as may be required from time to time to protect the interests of the Government and of persons supplying labor or materials in the prosecution of the work contemplated by the contract.

ARTICLE 10. Officials not to benefit.—No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 11. Covenant against contingent fees.—The contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

ARTICLE 12. Disputes.—Except as otherwise specifically provided in this contract, all disputes concerning questions of fact arising under this contract shall be decided by the contracting officer, subject to written appeal by the contractor within 30 days to the head of the department concerned or his duly authorized representative, whose decision shall be final and conclusive upon the parties hereto. In the meantime the contractor shall diligently proceed with performance.

ARTICLE 13. Domestic articles.—Unless the head of the department or independent establishment concerned shall determine it to be inconsistent with the public interest, or the cost to be unreasonable, only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States shall be delivered pursuant to this contract, except as noted in the specifications and/or other papers hereto attached. The provisions of this article shall not apply with respect to articles, materials, or supplies for use outside the United States, or if articles, materials, or supplies of the class or kind to be used, or the articles, materials, or supplies from which they are manufactured are not mined, produced, or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.

ARTICLE 14. Definitions.—(a) The term "head of the department" as used herein shall mean the head or any assistant head of the executive department or independent establishment involved, and the term "his duly authorized representative" shall mean any person authorized to act for him other than the contracting officer.

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

ARTICLE 15. Alterations.—The following changes were made in this contract before it was signed by the parties hereto:

The following sheets are attached and form a part of this contract:

- P-2 Officials not to Benefit, etc.
- P-3 Taxes, etc., Control of Prices, Domestic Materials
- S-19 (Revised September 5, 1945) Representations and Stipulations Pursuant to Public Act No. 846, 74th Congress.

The Scientific Industrial and Laboratory Instruments Industry Minimum Wage Determinations of the Department of Labor, are applicable to this contract.

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

THE UNITED STATES OF AMERICA

By /s/ T. B. Morrow

T. B. Morrow, Executive Officer

(Official title)

Two witnesses:

Schuyler C. Reber, Jr.

Grote Reber

} Contractor.

/s/ Jean P. Reber

212 W. Seminary Ave

Wheaton, Illinois (Business address)

I, _____, certify that I am the

Secretary of the corporation named as contractor herein; that

who signed this contract on behalf of the contractor, was then of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

[CORPORATE SEAL]

I hereby certify that, to the best of my knowledge and belief, based upon observation and inquiry,

_____, who signed this contract for the

_____, had authority to execute the same, and is the individual who signs similar contracts on behalf of this corporation with the public generally.

Contracting Officer.

DIRECTIONS FOR PREPARATION OF CONTRACT

1. This form or U. S. Standard Form No. 33 shall be used whenever a formal contract is entered into for the procurement of supplies and manufactured articles, whether stock or special, except coal, but their use will not be required in foreign countries.

2. There shall be no deviation from this standard contract form, except as provided for in these Directions, and except as authorized by the Director of Procurement. Where interlineations, deletions, additions, or other alterations are permitted, specific notations of the same shall be entered in the blank space following the article entitled "Alterations" before signing. This article is not to be construed as general authority to deviate from the standard form. Deletion of the descriptive matter not applicable in the preamble need not be noted in the article entitled "Alterations."

3. The blank space of Article 1 is intended for the insertion of a statement of supplies to be furnished or work done, together with time and place of performance and price, or for the enumeration of papers which contain the necessary data.

4. If it is deemed necessary to include an article on patents the Invitation to Bidders shall so state and the following article be used:

ARTICLE Patents.—The contractor shall hold and save the Government, its officers, agents, servants, and employees, harmless from liability of any nature or kind, including costs and expenses, for or on account of any patented or unpatented invention, article, or appliance manufactured or used in the performance of this contract, including their use by the Government.

Where any patent or patents are to be excepted from the operation of this article, such exceptions will be specifically stated, by reference to the patent number, date of issue, and name of patentee, in a proviso to be added to the article.

5. If it is deemed necessary to provide for liquidated damages for delay, the following article shall be substituted for article 5 and prospective bidders so advised:

ARTICLE Delays—Liquidated Damages.—If the contractor refuses or fails to make delivery of the materials or supplies within the time specified in Article 1, or any extension thereof, the actual damage to the Government for the delay will be impossible to determine, and in lieu thereof the contractor shall pay to the Government, as fixed, agreed, and liquidated damages for each calendar day of delay in making delivery, the amount as set forth in the specifications or accompanying papers, and the contractor and his sureties shall be liable for the amount thereof: *Provided, however,* That the Government reserves the right to terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay, and to purchase similar material or supplies in the open market or secure the manufacture and delivery thereof by contract or otherwise, charging against the contractor and his sureties any excess cost occasioned the Government thereby, together with liquidated damages accruing until such time as the Government may reasonably procure similar material or supplies elsewhere: *Provided further,* That the contractor shall not be charged with liquidated damages or any excess cost when the delay in delivery is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God or the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor due to such causes unless the contracting officer shall determine that the materials or supplies to be furnished under the subcontract are procurable in the open market, if the contractor shall notify the contracting officer in writing of the cause of any such delay, within 10 days from the beginning thereof, or within such further period as the contracting officer shall, with the approval of the head of the department or his duly authorized representative, prior to the date of final settlement of the contract, grant for the giving of such notice. The contracting officer shall then ascertain the facts and extent of the delay and extend the time for making delivery when in his judgment the findings of fact justify such an extension, and his findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal, within 30 days, by the contractor to the head of the department concerned or his duly authorized representative, whose decision on such appeal as to the facts of delay and the extension of time for making delivery shall be final and conclusive on the parties hereto.

6. If approval of the contract is required before it shall become binding, the following article must be added:

ARTICLE Approval.—This contract shall be subject to the written approval of and shall not be binding until so approved.
(Contracts subject to approval are not valid until approved by the authority designated to approve them, and the contractor's copy will not be delivered, nor any distribution made, until such approval. All changes and deletions must have been made before the contract is forwarded for approval.)

7. The number of executed copies and of certified copies, designation of disbursing officer, statement of appropriations, amount of bond, designation of place of inspection, as well as other administrative details, shall be as directed by the department to which the contract pertains.

8. All blank spaces must be filled in or ruled out. The contract must be dated, and the bond must bear the same or subsequent date.

9. An officer of a corporation, a member of a partnership, or an agent signing for the principal, shall place his signature and title after the word "By" under the name of the principal. A contract executed by an attorney or agent on behalf of the contractor shall be accompanied by two authenticated copies of his power of attorney, or other evidence of his authority to act on behalf of the contractor.

10. If the contractor is a corporation, one of the certificates following the signatures of the parties must be executed. If the contract is signed by the secretary of the corporation, then the first certificate must be executed by some other officer of the corporation under the corporate seal, or the second certificate executed by the contracting officer. In lieu of either of the foregoing certificates there may be attached to the contract copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

11. The full name and business address of the contractor must be inserted, and the contract signed with his usual signature. Typewrite or print name under all signatures to contract and bond.

12. If it is definitely known that final acceptance cannot be accomplished within 10 or 20 days from date of delivery, due to necessity for tests or analyses which cannot be accomplished within that time, delete from U. S. Standard Form 31, before issuance, the discount provision relating to 10 calendar days or to both 10 and 20 calendar days. The provision relating to discounts may also be deleted when funds do not become available so that payment may be made within such time limits.

13. When the contract is for technical material to be specially manufactured, the following article may be used:

ARTICLE—No subcontract shall be made by the contractor with any other party for furnishing any of the completed or substantially completed articles, spare parts, or work herein contracted for without the written approval of the contracting officer.

14. Additional contract provisions and instructions deemed necessary for the particular work, not inconsistent with the standard forms nor involving questions of policy, may be incorporated in the specifications or other accompanying papers.

PERFORMANCE BOND

(CONSTRUCTION OR SUPPLY)

Know all Men by these Presents, That we,

(See Instructions 4, 5, and 7)

Grote Reber
212 W. Seminary Ave., Wheaton, Ill.
as PRINCIPAL, and NATIONAL SURETY CORPORATION, 4 Albany Street, New York, N. Y.

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

as SURETY,

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

Nine Thousand Two Hundred Eighty Five and No/100ths---

dollars

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract, hereto attached, with the Government, dated May 21st, 1947, for

Cosmic Noise Measuring Apparatus in accordance with specifications submitted with our Invitation to Bid X-1663 (pages 1 to 13 inclusive, plus Part V covering 1400 megacycle equipment on pages 14 to 17 inclusive submitted by Grote Reber.

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 21st day of May, 1947, the name and corporate seal of each

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

In presence of—

_____ /s/ Schuyler C. Reber, Jr. _____ [SEAL]	_____ /s/ Grote Reber _____ [SEAL]
_____ 212 W. Seminary Ave. _____	_____ 212 W. Seminary Avenue _____
_____ (Address) _____	_____ (Business address) _____
_____ Wheaton, Illinois _____	_____ Wheaton, Illinois _____ [SEAL]
_____ (Address) _____	_____ (Individual principal) _____
_____ _____	_____ (Business address) _____
_____ _____	_____ (Individual principal) _____ [SEAL]
_____ (Address) _____	_____ (Business address) _____
_____ _____	_____ (Individual principal) _____ [SEAL]
_____ (Address) _____	_____ (Business address) _____

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

Attest:

_____ _____	_____ (Corporate principal) _____
_____ _____	_____ (Business address) _____

_____ By _____ [AFFIX CORPO- RATE SEAL]

~~Attest:~~ WITNESS:

NATIONAL SURETY CORPORATION
 _____ (Corporate surety)
 4 Albany Street, New York, N. Y.
 _____ (Business address)

_____ /s/ Josephine Colando _____ By _____ /s/ Anton A. Black _____ [AFFIX CORPO- RATE SEAL]
 _____ Attorney-in-fact _____

The rate of premium on this bond is 5.00 per thousand.
 Total amount of premium charged, \$ 92.85 on contract price
 (The above must be filled in by corporate surety)

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

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

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

(Signed) _____
(Surety's signature)

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

at _____

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

AFFIDAVIT BY INDIVIDUAL SURETY

STATE OF _____ }
COUNTY OF _____ } ss:

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

(a) _____
(Description of property)

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

(b) _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

[CORPORATE SEAL]

AFFIDAVIT BY INDIVIDUAL SURETY

STATE OF _____ }
COUNTY OF _____ } ss:

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

(a) _____
(Description of property)

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

(b) _____

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

(c) _____
(Describe personal property fully)

INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) _____
(Describe personal property fully)

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

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

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

(Signed) _____
(Surety's signature)

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

at

[OFFICIAL SEAL] _____

(Title of official administering oath)

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

CERTIFICATE OF SUFFICIENCY

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

(Official title)

(Address)

CERTIFICATE OF SUFFICIENCY

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

(Official title)

(Address)

PAYMENT BOND

(CONSTRUCTION)

Pursuant to the Act of Congress, Approved August 24, 1935
(49 Stat. 793; 40 U. S. Code §270a.)

Know all Men by these Presents, That we,

(See Instructions 4, 5, and 7)

Grote Reber

as PRINCIPAL, and

NATIONAL SURETY CORPORATION, 4 Albany Street, New York, N. Y.

as SURETY,

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

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

Nine Thousand Two Hundred Eighty Five and No/100ths--
(\$9,285.00) dollars

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract, hereto attached, with the Government, dated **May 21st**, 19**47**, for

Cosmic Noise Measuring Apparatus in accordance with specifications submitted with our Invitation to Bid X-1663 (pages 1 to 13 inclusive, plus Part V covering 1400 megacycle equipment on pages 14 to 17 inclusive submitted by Grote Reber.

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this **21st** day of **May**, 19**47**, the name and corporate seal of each

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

In presence of—

/s/ Schuyler C Reber, Jr.	Grote Reber	[SEAL]
212 W. Seminary Avenue	212 W. Seminary Ave.	
Wheaton, Illinois	Wheaton, Illinois	[SEAL]
(Address)	(Business address)	
(Address)	(Business address)	
(Address)	(Business address)	[SEAL]
(Address)	(Business address)	
(Address)	(Business address)	[SEAL]
(Address)	(Business address)	
(Address)	(Business address)	[SEAL]
(Address)	(Business address)	
(Address)	(Business address)	[SEAL]
(Address)	(Business address)	

Attest:

 (Corporate principal)

 (Business address)

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

Attest: Witness:

NATIONAL SURETY CORPORATION
 (Corporate surety)
 4 Albany Street, New York, N. Y.
 (Business address)

/s/ Josephine Colando By Anton A. Black [AFFIX CORPO- RATE SEAL]
 Attorney-in-Fact

The rate of premium on this bond is 5.00 per thousand on Contract Price

Total amount of premium charged, \$ Included in Performance Bond

(The above must be filled in by corporate surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

[CORPORATE SEAL]

AFFIDAVIT BY INDIVIDUAL SURETY

STATE OF _____ }
COUNTY OF _____ } ss:

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

(a) _____
(Description of property)

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

(b) _____

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

(c) _____
(Describe personal property fully)

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

(c) _____
(Describe personal property fully)

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

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

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

(Signed) _____
(Surety's signature)

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

at _____

[OFFICIAL SEAL]

(Title of official administering oath)

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

CERTIFICATE OF SUFFICIENCY

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

(Official title)

(Address)

CERTIFICATE OF SUFFICIENCY

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

(Official title)

(Address)

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, shall be used in connection with all contracts exceeding two thousand dollars in amount, for the construction, alteration, or repair of any public building or public work of the United States. There shall be no deviation from this form except as authorized by the Director of Procurement.

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

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

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

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

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

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

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

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

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

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

11. The date of this bond must not be prior to the date of the contract in connection with which it is given.

DEPARTMENT OF COMMERCE
National Bureau of Standards
Washington, D.C.

1 OFFICIALS NOT TO BENEFIT

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

2 COVENANT AGAINST CONTINGENT FEES

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

3 The successful contractors will be required to certify to the following certificate; I certify that the above bill is correct and just; that payment therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transactions have been complied with; and that State or local sales taxes are not included in the amounts billed.

4 PRICE CONTROL

The contractor agrees that the price or prices herein for the articles or services to be furnished hereunder are not in excess of any existing applicable maximum prices established by the Office of Price Administration; that he has not and will not pay more than the maximum prices fixed by Federal Authority for any article or material used in connection with the execution of this contract; and that, further, he has not and will not pay more than the maximum wage rate fixed by Federal Authority for any labor used in connection with the execution of this contract.

5 PARTIAL PAYMENTS

Payments for partial deliveries on this order will be considered if complete delivery will be unduly delayed, and the cause for the delay in the opinion of the Bureau is beyond the control of the vendor.

6 The contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The contractor shall include in all sub-contracts a provision imposing a like obligation on sub-contractors.

DEPARTMENT OF COMMERCE
National Bureau of Standards
Washington, D. C.

1. TAXES, ETC.

Prices bid herein including any Federal tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or charged by the Congress after the date set forth for the opening of this bid, and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the Contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, any amount due the Contractor as a result of such change will be charged the Government and entered on vouchers (or invoices) as separate items.

2. CONTROL OF PRICES:

"The Contractor agrees that the price or prices herein for the articles or services to be furnished hereunder are not in excess of any existing applicable maximum prices established by the Office of Price Administration; that he has not and will not pay more than the maximum prices fixed by Federal authority for any article or material used in connection with the execution of this contract; and that, further, he has not and will not pay more than the maximum wage rate fixed by Federal authority for any labor used in connection with the execution of this contract."

3. "The contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The contractor shall include in all sub-contracts a provision imposing a like obligation on sub-contractors."

4. DOMESTIC MATERIALS:

The contractor, subcontractors, material men, or suppliers shall use only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States, except as otherwise indicated. The term "United States" includes the United States and any place subject to the jurisdiction thereof.

REPRESENTATIONS AND STIPULATIONS PURSUANT TO PUBLIC ACT NO. 846
74th CONGRESS

(As amended by exemption granted by the Secretary of Labor under date of November 11, 1942 - Federal Register, November 14, 1942 page 9399)

(a) The contractor is the manufacturer of or a regular dealer in the materials, supplies, articles, or equipment to be manufactured or used in the performance of the contract.

(b) All persons employed by the contractor in the manufacture or furnishing of the materials, supplies, articles or equipment used in the performance of the contract will be paid, without subsequent deduction or rebate on any account, not less than the minimum wages as determined by the Secretary of Labor to be the prevailing minimum wages for persons employed on similar work or in the particular or similar industries or groups of industries currently operating in the locality in which the materials, supplies, articles or equipment are to be manufactured or furnished under the contract; Provided, however, that this stipulation with respect to minimum wages shall apply only to purchases or contracts relating to such industries as have been the subject matter of a determination by the Secretary of Labor.

(c) No person employed by the contractor in the manufacture or furnishing of the materials, supplies, articles or equipment used in the performance of the contract shall be permitted to work in excess of 8 hours in any 1 day or in excess of 40 hours in any 1 week unless such person is paid such applicable overtime rate as has been set by the Secretary of Labor; Provided, however, that the provisions of this stipulation shall not apply to any employer who shall have entered into an agreement with his employer who shall have entered into an agreement with his employees pursuant to the provisions of paragraphs 1 or 2 of subsection (b) of section 7 of an act entitled "The Fair Labor Standards Act of 1938"; provided further that in the case of such an employer, during the life of the agreement referred to, the applicable overtime rate set by the Secretary of Labor shall be paid for hours in excess of 12 in any 1 day or in excess of 56 in any 1 week and if such overtime is not paid, the employer shall be required to compensate his employees during that week at the applicable overtime rate set by the Secretary of Labor for hours in excess of 8 in any 1 day or in excess of 40 in any 1 week.

(d) No male person under 16 years of age and no female person under 18 years of age, and no convict labor will be employed by the contractor in the manufacture or production or furnishing of any of the materials, supplies, articles or equipment included in the contract.

(e) No part of the contract will be performed not will any of the materials, supplies, articles or equipment to be manufactured or furnished under said contract be manufactured or fabricated in any plants, factories, buildings or surroundings or under working

conditions which are insanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of the contract. Compliance with the safety, sanitary and factory inspection laws of the State in which the work or part thereof is to be performed shall be prima facie evidence of compliance with this subsection.

(f) Any breach or violation of any of the foregoing representations and stipulations shall render the part responsible therefore liable to the United States of America for liquidated damages, in addition to damages for any other breach of the contract in the sum of \$10 per day for each male person under 16 years of age or each female person under 18 years of age or each convict laborer knowingly employed in the performance of the contract, and a sum equal to the amount of any deductions, rebates, refunds or underpayment of wages due to any employee engaged in the performance of the contract; and, in addition, the agency of the United States entering into the contract shall have the right to cancel same and to make open market purchases or enter into other contracts for the completion of the original contract, charging any additional cost to the original contractor. Any sums of money due to the United States of America by reason of any violation of any of the representations and stipulation of the contract as set forth herein may be withheld from any amount due on the contract or may be recovered in a suit brought in the name of the United States of America by the Attorney General thereof. All sums withheld or recovered as deductions, rebates, refunds or underpayments of wages shall be held in a special deposit account and shall be paid, on order of the Secretary of Labor, directly to the employees who have been paid less than minimum rates of pay as set forth in such contracts and on whose account such sums were withheld or recovered; Provided, that no claims by employees for such payments shall be entertained unless made within 1 year from the date of actual notice to the contractor of the withholding or recovery of such sums by the United States of America.

(g) The contractor shall post a copy of the stipulation in a prominent and readily accessible place at the site of the contract work and shall keep such employment records as are required in the Regulations under the act available for inspection by authorized representatives of the Secretary of Labor.

(h) The contractor is not a person who is ineligible to be awarded government contracts by virtue of sanctions imposed pursuant to the provisions of section 3 of the Act.

(i) No part of the contract shall be performed and none of the materials, articles, supplies or equipment manufactured or furnished under the contract shall be manufactured or furnished by any person found by the Secretary of Labor to be ineligible to be awarded Government contracts pursuant to Section 3 of the Act.

(j) The foregoing stipulations shall be deemed inoperative if this contract is for a definite amount not in excess of \$10,000.