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## PART I

(Part II begins on page 21593)



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This listing does not affect the legal status of any document published in this issue. Detailed table of contents appears inside.

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*Now Available*

## LIST OF CFR SECTIONS AFFECTED

1949-1963

This volume contains a compilation of the "List of Sections Affected" for all titles of the Code of Federal Regulations for the years 1949 through 1963. All sections of the CFR which have been expressly affected by documents published in the daily Federal Register are enumerated.

Reference to this list will enable the user to find the precise text of CFR provisions which were in force and effect on any given date during the period covered.

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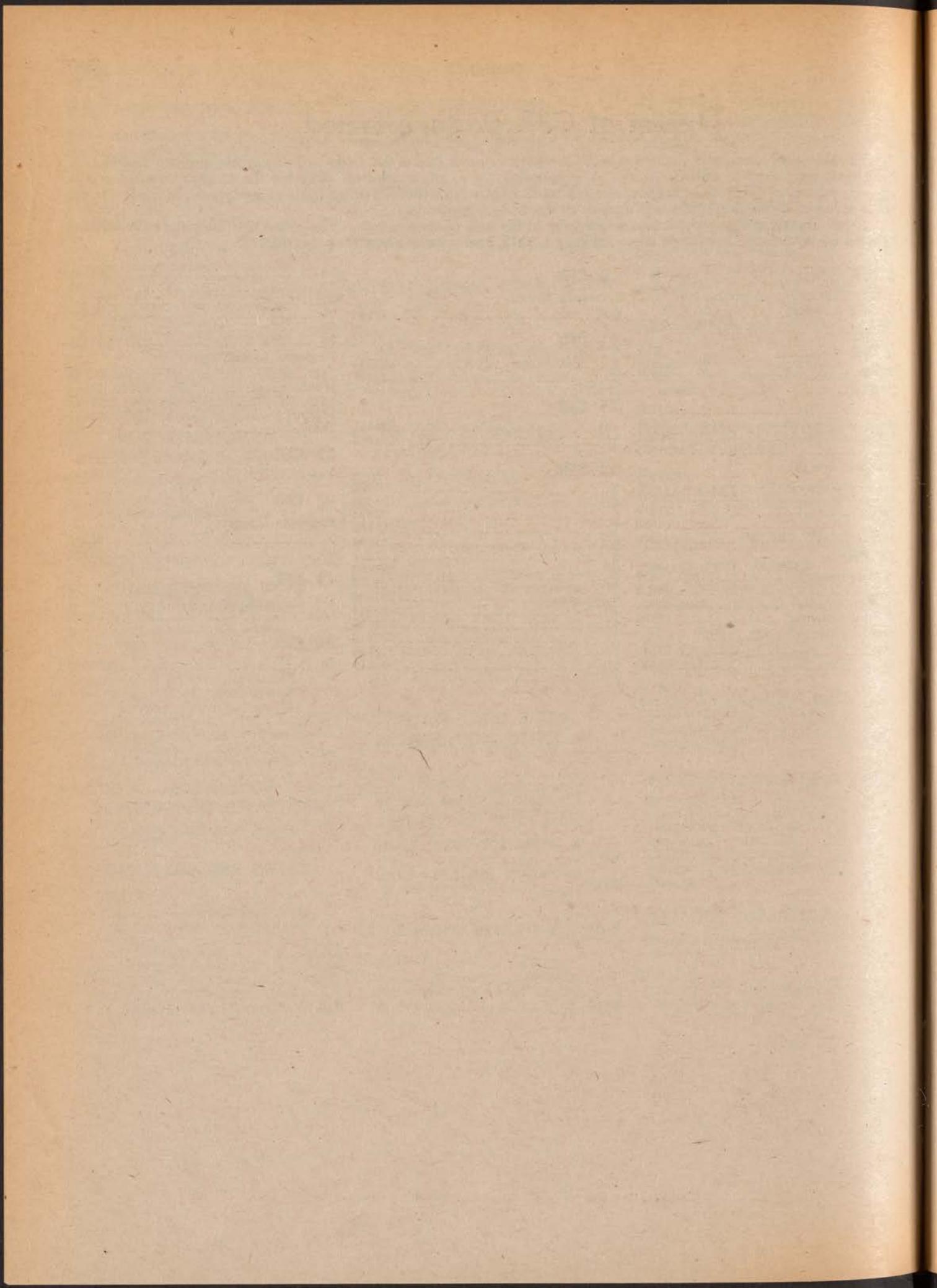
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## List of CFR Parts Affected

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A cumulative guide is published separately at the end of each month. The guide lists the parts and sections affected by documents published since January 1, 1972, and specifies how they are affected.

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# Presidential Documents

## Title 3—The President

### EXECUTIVE ORDER 11687

#### Delegating Functions Conferred Upon the President by Section 1455 of Title 10 of the United States Code, Establishing the Retired Serviceman's Survivor Benefit Plan

By virtue of the authority vested in me by section 1455 of title 10 of the United States Code (as added by section 1 of the act entitled "An Act To amend chapter 73 of title 10, United States Code, to establish a Survivor Benefit Plan, and for other purposes"), section 301 of title 3 of the United States Code, and as President of the United States, it is ordered as follows:

Section 1. The Secretary of Defense, the Secretary of Commerce, the Secretary of Health, Education, and Welfare, and the Secretary of Transportation are hereby severally authorized and empowered to perform, without the approval, ratification or other action of the President, the function vested in the President by section 1455 of title 10 of the United States Code of prescribing regulations for the administration of subchapter II of chapter 73 of title 10 of the United States Code. The regulations prescribed by any such Secretary shall relate only to the Department of which the Secretary is the head. However, the regulations prescribed by the Secretaries shall be uniform to the extent practicable, and, in order to achieve that purpose, the regulations of the Secretary of Commerce, the Secretary of Health, Education, and Welfare, and the Secretary of Transportation shall be issued only after consultation with the Secretary of Defense.

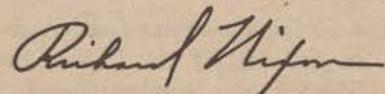
Section 2. The regulations shall be in accordance with the provisions of subchapter II of chapter 73 of title 10 of the United States Code, shall be designed to achieve the uniform, equitable, and economical administration of that subchapter, and shall include, along with any other regulations deemed necessary, procedures for:

(1) informing the member and his spouse (when required by section 1448(a) of title 10 of the United States Code), before the date the member becomes entitled to retired or retainer pay, of the elections available and the effects of such elections;

## THE PRESIDENT

- (2) submitting elections and claims;
- (3) depositing the amounts referred to in section 1452(d) of title 10 of the United States Code; and;
- (4) correcting administrative deficiencies in accordance with section 1454 of title 10 of the United States Code.

Section 3. This order shall be effective as of the date of approval of the act entitled "An Act To amend chapter 73 of title 10 of the United States Code, to establish a Survivor Benefit Plan, and for other purposes."



THE WHITE HOUSE,  
*October 11, 1972.*

[FIR Doc.72-17576 Filed 10-11-72;12:29 pm]

# Rules and Regulations

## Title 5—ADMINISTRATIVE PERSONNEL

### Chapter I—Civil Service Commission

#### PART 213—EXCEPTED SERVICE

##### Department of Health, Education, and Welfare

###### Correction

In F.R. Doc. 72-15804 appearing on page 18893 of the issue for Saturday, September 16, 1972, in the second line of the second paragraph the effective date should be (9-16-72) instead of (8-16-72).

## Title 6—ECONOMIC STABILIZATION

### Rulings—Internal Revenue Service, Department of the Treasury

[Pay Board Ruling 1972-73]

#### MERIT INCREASES

#### Pay Board Ruling

Facts. Employer X has a plan which it instituted in 1968 for its employees that provides for merit increases of from \$500 to \$3,000 each year. The \$500 increase is for satisfactory performance and virtually all employees receive at least that amount. The increases in excess of \$500 up to the \$3,000 limitation are at the discretion of the employer for good, excellent, and distinguished work performances.

Issue. Can the \$500 increase be considered a longevity increase and therefore be excluded from adjustment computations by reason of Economic Stabilization Regulations, 6 CFR 201.57(b) (1972), relating to the longevity exclusion?

Ruling. No. To be considered a longevity increase under § 201.57(b), the increase must be solely related to the employee's length of service and must operate without significant affirmative exercise of employer discretion or subjective evaluation of the employee's work. The amount of the increase has to be determined in advance and cannot be subject to any discretionary adjustments.

This \$500 increase is subject to discretionary adjustment as the employer can award a merit increase up to \$3,000. The \$500 award is in effect the lowest increase within a merit rate range. Hence, the \$500 increase will be considered a merit increase instead of a longevity increase and be subject to the regulations dealing with merit plans.

This ruling has been approved by the General Counsel of the Pay Board.

Dated: October 6, 1972.

LEE H. HENKEL, JR.,  
Chief Counsel,  
Internal Revenue Service.

Approved: October 6, 1972.

SAMUEL R. PIERCE, Jr.,  
General Counsel,  
Department of the Treasury.

[FR Doc. 72-17355 Filed 10-11-72; 8:48 am]

## Title 21—FOOD AND DRUGS

### Chapter I—Food and Drug Administration, Department of Health, Education, and Welfare

#### SUBCHAPTER A—GENERAL

#### PART 3—STATEMENTS OF GENERAL POLICY OR INTERPRETATION

##### Hexachlorophene as a Component in Drug and Cosmetic Products for Human Use; Correction

In F.R. Doc. 72-16442 appearing at page 20160 in the FEDERAL REGISTER of Wednesday, September 27, 1972, under § 3.91 the paragraph designated "(h) Effective date." should be corrected to read "(i) Effective date."

Dated: October 5, 1972.

ROBERT C. BRANDENBURG,  
Acting Associate Commissioner  
for Compliance.

[FR Doc. 72-17375 Filed 10-11-72; 8:47 am]

#### SUBCHAPTER B—FOOD AND FOOD PRODUCTS

#### PART 37—FISH

##### Canned Pacific Salmon; Standards of Identity and Fill of Container

###### Correction

In F.R. Doc. 72-15209, appearing on page 18193, in the issue of Friday, September 8, 1972, the following changes should be made:

1. In the third line, in the fifth paragraph, the two words in the parentheses now reading, "(*Salmo gairdneir*)", should read "(*Salmo gairdneri*)".

2. Paragraph (b) of § 37.12 should read as follows:

"(b) If canned salmon falls below the standard of fill of container prescribed in paragraph (a) of this section, the label shall bear the general statement of substandard fill specified in § 10.7(b) of this chapter, in the manner and form therein specified."

## Title 29—LABOR

### Chapter I—National Labor Relations Board

#### PART 101—STATEMENTS OF PROCEDURE, SERIES 8

#### PART 102—RULES AND REGULATIONS, SERIES 8

##### Technical Amendments

On August 19, 1972, the Civil Service Commission published in the FEDERAL REGISTER (37 F.R. 16787) a rule changing the title of hearing examiner, as used in 5 CFR Part 930, Subpart B, to administrative law judge. The National Labor Relations Board, in order to conform its rules and regulations (29 CFR Part 102) and statements of procedure (29 CFR Part 101) to that change in title, hereby, pursuant to the authority vested in it by section 6 of the National Labor Relations Act, as amended (49 Stat. 452; 29 U.S.C. Sec. 156), promulgates technical amendments to its rules and regulations and to its statements of procedure as follows: (1) wherever the term "trial examiner" appears the term "administrative law judge" is substituted therefor; (2) wherever the term "trial examiner's" appears the term "administrative law judge's" is substituted therefor; (3) wherever the term "trial examiners" appears the term "administrative law judges" is substituted therefor; and (4) in lieu of the word "examiner's," which appears as the next to last word in § 102.46(d) (2), the words "administrative law judge's" are substituted.

These technical amendments are effective as of August 19, 1972.

Dated: Washington, D.C., October 5, 1972.

By direction of the Board.

[SEAL] JOHN C. TRUESDALE,  
Executive Secretary.

[FR Doc. 72-17437 Filed 10-11-72; 8:50 am]

## Title 33—NAVIGATION AND NAVIGABLE WATERS

### Chapter I—Coast Guard, Department of Transportation

#### SUBCHAPTER A—GENERAL

[CGD 72-62R]

#### PART 1—GENERAL PROVISIONS

##### Fees and Charges for Certain Records and for Duplicate Documents, Certificates, or Licenses; Correction

In F.R. Doc. 72-16358, appearing at page 20166, in the issue of Wednesday, September 27, 1972, the third date under the column "Dated", Table 1.25-40(c), should be changed to September 1, 1966.

## Title 32—NATIONAL DEFENSE

### Chapter 1—Office of the Secretary of Defense

#### SUBCHAPTER A—ARMED SERVICES PROCUREMENT REGULATIONS

#### MISCELLANEOUS AMENDMENTS TO SUBCHAPTER

The following amendments to this subchapter are issued by Director of the Assistant Secretary of Defense (Installations and Logistics) pursuant to authority contained in Department of Defense Directive No. 4104.30 dated March 11, 1959 (24 F.R. 2260), as amended, and 10 U.S.C. 2202.

#### PART 1—GENERAL PROVISIONS

1. Section 1.112 is revised; § 1.201-33 is amended; §§ 1.201-35 and 1.201-36 are added; § 1.324-11 is amended; in § 1.329-4(b) the addresses for the Army and DCA are amended; §§ 1.333 and 1.334 are added; in § 1.406(c), subparagraph (28) is amended and subparagraph (58) is added; § 1.701-1(a) (2) is amended; in § 1.701-4 under Major Group 20—Food and Kindred Products—Census Classification Code 2011 is revoked; in § 1.705-4 (c) a sentence is added at the end of subparagraph (3) and in subparagraph (4) the first sentence is amended; in § 1.705-5(c) subdivisions (1) (iv) and (2) (vi) are amended; in § 1.706-1 the first sentence of paragraph (a) is amended and paragraph (c) is revised; §§ 1.1203-1 and 1.1203-2(a) are revised; and in §§ 1.1206-1(a) and 1.1206-2(a) the first sentence of each are amended, as follows:

#### § 1.112 Federal procurement regulations and General Services Administration regulations relating to procurement of supplies and services.

Except for procurement of ADPE under delegation from GSA, all policy and procedural matter of Federal procurement regulations and General Services Administration regulations which are to be made applicable to the Department of Defense and are within the scope of this subchapter will be codified herein prior to compliance therewith by the Military departments. The applicable Department of Defense directives covering the assignments of responsibility for the purchasing of specific supplies under interagency purchase assignment will be incorporated by reference in this subchapter. For Department of Defense implementation of Federal supply schedules, see § 5.103 of this chapter.

#### § 1.201-33 Exhibit.

“Exhibit” means a document attached to a procurement instrument, referenced by its capital letter identifier in a line or subline item in the procurement instrument schedule, which establishes deliverable requirements in the attached document as an alternative to establishing an extensive list of line or subline items in the procurement instrument schedule.

#### § 1.201-35 Data.

“Data” means recorded information, regardless of form or characteristic.

#### § 1.201-36 Technical data.

“Technical data” means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or used to define a design or process or to procure, produce, support, maintain, or operate materiel. The data may be graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design type documents; in machine forms such as punched cards, magnetic tape, computer memory printouts; or may be retained in computer memory. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. Technical data does not include financial, administrative, cost and pricing, and management data, or other information incidental to contract administration.

#### § 1.324-11 Technical data warranty and extended liability provisions.

(a) The clause set forth in § 7.104-9 (o) (1) of this chapter is authorized for use in contracts in which the contractor is required to deliver technical data. The factors contained in § 1.324-3(b) shall be considered in deciding whether to use the clause.

(b) The factors of § 1.324-3(b) should also be considered in determining whether the extended liability clause set forth in § 7.104-9(o) (2) of this chapter should be added to the § 7.104-9(o) (1) of this chapter data warranty clause. Particular emphasis should be placed on whether the extended liability is justified by (1) the likelihood that correction or replacement of the nonconforming data, or a price adjustment in lieu thereof, will not afford adequate protection to the Government and (2) the effectiveness of the additional remedy as a deterrent against furnishing nonconforming data.

#### § 1.329-4 Request for procurement records.

\*(b) \*

Army: Director, Materiel Acquisition, Office of the Assistant Secretary of the Army, Installations and Logistics, Department of the Army, Washington, D.C. 20310.

\*(DCA: Headquarters, Defense Communications Agency, Attention Code 201, Washington, D.C. 20305.

#### § 1.333 Payment of interest on contractors' claims.

All contracts except small purchases (see subpart F, Part 3 of this chapter)

which contains a “Disputes” clause shall include the “Payment of Interest on Contractors' Claims” clause set forth in § 7.104-82 of this chapter.

#### § 1.334 Weapons systems acquisition.

It is not possible to determine the precise production cost of a new complex defense system before it is developed. Therefore such systems shall not be procured using either the total package procurement concept or production options that are contractually priced (including ceiling priced options) in development contracts.

#### § 1.406 Contract administration functions.

\*(c) \*

(28) Monitor compliance with labor and industrial relations matters under the contract, apprising the procuring contracting officer of actual or potential labor disputes, and removing material from strikebound contractor's plants upon instructions from the procuring contracting officer; apprising the procuring contracting officer upon receipt of notice of failure of contractor to comply with listing procedures for employment openings;

\*(58) When authorized by the purchasing office, negotiate or negotiate and execute supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements.

#### § 1.701-1 Small business concern.

\*(a) \*

(2) *Industry small business size standards.* In addition to being independently owned and operated, and not dominant in the field of operation in which it is bidding on Government contracts, a small business concern in order to qualify as such must meet the criteria established for the industries set forth below. “Annual receipts” means the gross income (less returns and allowances, sales of fixed assets, and interaffiliate transactions) of a concern (and its affiliates) from sales of products and services, interest, rents, fees, commissions, and/or from whatever other source derived, as entered on its regular books of account for its most recently completed fiscal year (whether on a cash accrual, completed contracts, percentage of completion, or other acceptable accounting basis) and in the case of a concern subject to U.S. Federal income taxation reported or to be reported to the U.S. Treasury Department, Internal Revenue Service, for Federal income tax purposes. If a concern has been in business less than 1 year, its annual receipts shall be computed by determining its average weekly receipts for the period in which it has been in business and multiplying such figure by 52. If a concern has 50 percent or more of its annual receipts attributable to business activity within

Alaska then whatever size criterion of "annual receipts" is used in any size definition contained in this subpart, the stated dollar limitation for the purpose of qualifying as a small business concern shall be increased by 25 percent of the indicated amount.

\* \* \* \* \*  
§ 1.701-4 Manufacturing industry employment size standards.

Census classification code	Industry	Employment size standard (number of employees)
***	MAJOR GROUP 20-FOOD AND KINDRED PRODUCTS	***
2011	Meat packing plants	750 [Re- oked]

\* \* \* \* \*  
§ 1.705-4 Certificates of competency.

(c) \* \* \*  
(3) \* \* \* This reporting requirement is assigned RCS DD (I&L) (Q) 1152.

(4) A referral need not be made to the SBA if the contracting officer certifies in writing, and his certification is approved by the chief of the purchasing office, that the award must be made without delay, includes such certification and supporting documentation in the contract file, and promptly furnishes a copy to the SBA. \* \* \*

\* \* \* \* \*  
§ 1.705-5 Contracting with the Small Business Administration.

(c) Procedures—(1) *Supplies, services, and research and development.* \* \* \*

(iv) It will be the responsibility of the SBA to provide written certification as to its competency to perform the contract to the Secretary of the Department (Attention: Economic Utilization Advisor), with a copy to the designated procuring activities.

\* \* \* \* \*  
(2) *Construction.* \* \* \*

(vi) It will be the responsibility of the SBA to provide written certification as to its competency to perform the contract to the Secretary of the Department (Attention: Economic Utilization Advisor), with a copy to the designated procuring activities.

\* \* \* \* \*  
§ 1.706-1 General.

(a) Subject to any applicable preference for labor surplus area set-asides as provided in § 1.803(a)(2) and the following criteria, any individual procurement or class of procurements regardless of dollar value or any appropriate part thereof, shall be set aside for the exclusive participation of small business concerns when such action is determined to be in the interest of (1)

maintaining or mobilizing the Nation's full productive capacity, (2) war or national defense programs, or (3) assuring that a fair proportion of Government procurement is placed with small business concerns. \* \* \*

\* \* \* \* \*  
(c) In addition to individual procurement set-asides, classes of current and future procurements, or portions thereof, of selected items or services, or groups of like items or services may be set aside for exclusive small business participation. The determination to make a class set-aside may be either unilateral or joint. Unilateral set-asides will normally be initiated by recommendation of the small business specialist, but may also be initiated by the contracting officer. Joint class set-asides may be recommended by SBA representative for only those items or services on which unilateral class set-asides have not previously been made by the contracting officer. The determination to make a class set-aside shall not depend on the existence of a current procurement if future procurements can be clearly foreseen. Class set-asides shall apply only to the purchasing activity making or participating in the agreement and such set-asides, which are established for projected procurements over \$2,500, shall be equally applicable to purchases under \$2,500, to be effected by small purchase procedures, unless it is not practicable to effect a small purchase from a small business firm in a timely manner to meet an immediate requirement. A class set-aside agreement should specifically identify the items or services subject thereto. Any class of procurements proposed to be totally set aside shall satisfy the requirements of § 1.706-5. The set-aside determination for any class of procurements proposed to be partially set aside shall specify that it does not apply to any individual procurement not severable into two or more economic production runs or reasonable lots. Records of individual procurements under each class set-aside shall be maintained by individual purchasing activities and shall include the solicitation number and date, item or service, unilateral or joint class set-aside, estimated dollar amount of the procurement, and estimated dollar amount of the set-aside. A copy of each such record shall be made available by each purchasing activity to the small business specialist or to SBA upon request.

\* \* \* \* \*  
§ 1.1203-1 General.

Each solicitation shall be accompanied with the applicable specifications, standards, plans, drawings, descriptions, and any other pertinent documents, or shall state where such documents may be obtained or examined, in accordance with this section. In the case of specifications and drawings available from the purchasing office, the solicitation should identify as precisely as possible the responsible individual's name and title, ad-

dress and room number, office symbol, and telephone number, for purposes of facilitating and expediting requirements for documents or for examination of such documents.

\* 1.1203-2 Specifications and standards listed in the Department of Defense Index of Specifications and Standards (DODISS) and data item description listed in the Department of Defense Index of Data Item Descriptions (TD-3).

(a) A Department of Defense Single Stock Point (DODSSP) has been established at the Naval Publications and Forms Center in Philadelphia for unclassified Federal, Military, and other specifications and standards (including commercial) listed in the DODISS and data item descriptions listed in the TD-3. Except as provided in paragraph (b) of this section, such specifications, standards and descriptions normally will not be furnished with the solicitation; but, the solicitation shall contain a provision substantially as set forth below. Only that portion of the provision applicable to the particular solicitation should be used.

AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DESCRIPTIONS

Specifications, standards, and descriptions cited in this solicitation are available as indicated below:

(a) *Unclassified Federal, Military, and Other Specifications and Standards (Excluding Commercial), and Data Item Descriptions.* Submit request on DD Form 1425 (Specifications and Standards Requisition) to:

Commanding Officer, U.S. Naval Publications and Forms Center, 5801 Tabor Avenue, Philadelphia, PA 19120.

The Department of Defense Index of Data Item Descriptions (TD-3) may be ordered on the DD Form 1425. The Department of Defense Index of Specifications and Standards (DODISS) may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. When requesting a specification or standard, the request shall indicate the title, number, date, and any applicable amendment thereto by number and date. When requesting a data item description, the request shall cite the applicable data item number set forth in the solicitation. When DD Form 1425 is not available, the request may be submitted in letter form, giving the same information as listed above, and the solicitation or contract number involved. Such requests may also be made to the activity by telegram or telephone (Area Code 215, 697-3321) in case of urgency.

(b) *Commercial Specifications, Standards, and Descriptions.* These specifications, standards, and descriptions are not available from Government sources. They may be obtained from the publishers.

\* \* \* \* \*  
§ 1.1206-1 General.

(a) A purchase description may be used in lieu of a specification when authorized by § 1.1202(b) and (c) and, subject to the restriction on repetitive use in § 1.1202(c)(5), where no applicable specification exists. \* \* \*

## RULES AND REGULATIONS

**§ 1.1206-2 Brand name or equal purchase descriptions.**

(a) Purchase descriptions which contain references to one or more brand name products followed by the words "or equal" may be used only when authorized by § 1.1202 (b) or (c) and in accordance with §§ 1.1206-3 and 1.1206-4. \* \* \*

\* \* \* \* \*

**PART 2—PROCUREMENT BY FORMAL ADVERTISING**

2. Section 2.201(a) (3)(i) is revised, (xxxv) is added, (5)(iii) is revised, (13) is amended and (b)(43) added; and § 2.407-6(a) (1) is amended, as follows:

**§ 2.201 Preparation of invitation for bids.**

(a) \* \* \*

(3) \* \* \*

(i) Standard Form 33A (Solicitation Instructions and Conditions); alternatively, SF 33A may be incorporated by reference to the form name, number, and edition date;

(xxxv) If the solicitation may result in contract awards of \$10,000 or more and may generate 400 or more man-days of employment, as defined in the clause in § 7.103-27 of this chapter include the following provision:

**LISTING OF EMPLOYMENT OPENINGS FOR VETERANS**

Offerors should note that this solicitation includes a provision which will be included in the contract requiring the listing of employment openings with the local office of the State employment service system if the award is for \$10,000 or more and involves 400 or more man-days of employment.

(5) \* \* \*

(iii) Except under the circumstances set forth in § 9.505 of this chapter; DD Form 1423 (Contract Data Requirements List); one or more line or subline items of data in this section E referring to DD Form 1423; (see § 16.815 of this chapter).

(13) *Section M*—List of documents, exhibits, and other attachments. Here list all of the documents, exhibits, and other attachments which make up the invitation for bids package; give form number, name, date, and number of pages for each document; give type and identifier (for example, "Exhibit A"), name, and number of pages for each exhibit, appendix, or other attachment (for example, work frequency schedules, work statements, specifications, special requirements, or other documents too lengthy to be conveniently written into the invitation proper).

(b) \* \* \*

(43) If the solicitation may result in contract awards of \$10,000 or more and may generate 400 or more man-days of employment, as defined in the clause in § 7.103-27 of this chapter, include the following provision:

**LISTING OF EMPLOYMENT OPENINGS FOR VETERANS**

Offerors should note that this solicitation includes a provision which will be included

in the contract requiring the listing of employment openings with the local office of the State employment service system if the award is for \$10,000 or more and involves 400 or more man-days of employment.

\* \* \* \* \*

**§ 2.407-6 Equal low bids.**

(a) (1) Where two or more low bids are equal in all respects, considering all factors except the priorities set forth in subparagraph (2) of this paragraph, award shall be made in accordance with the order of priorities therein. Only priority (vii) is applicable to construction contracts. Where two or more low bids are equal in all respects, considering all factors including the priorities set forth in subparagraph (2) of this paragraph, award shall be made by a drawing by lot which shall be witnessed by at least three persons and which may be attended by the bidders or their representatives.

\* \* \* \* \*

**PART 3—PROCUREMENT BY NEGOTIATION**

3. Section 3.403(b) (3) is revised; in § 3.501 paragraph (a) is amended, paragraph (b) (2) (xiv) is revised, (3) (i) and (xxxii) are amended, (xliii) is added, (5) (iii) and (13) are amended and in paragraph (c) subparagraph (50) is added; §§ 3.800 and 3.801-1 are amended; §§ 3.801-2 and 3.801-3 are revised; §§ 3.801-4 and 3.801-5 are added; § 3.807-3 (d) through (g) are revised and (h) and (i) are added; § 3.807-13 (c), (d), and (e) are revised and (f) and (g) are revoked; § 3.809 is revised; and § 3.1100-2(b) (1) is revised, as follows:

**§ 3.403 Negotiation of contract type.**

(b) \* \* \*

(3) *Engineering development and operational systems development.* Engineering and operational systems development, because of many similarities, form a logical grouping in the spectrum of R. & D. categories. These categories, the ultimate aim of which is production and deployment, include all effort the primary objective of which is the engineering design and final engineering demonstration of the technical, economic, logistic, and operational characteristics of an experimentally feasible and acceptable system, equipment, subsystem, component, or process judged to be the optimum solution to clearly stated military problems or technical objectives. In engineering development, such effort is founded on the possibility of eventual procurement for inventory and use, and, therefore, includes effort leading to the demonstration of acceptability for such procurement. Operational systems development effort has the primary objective of producibility demonstration and R. & D. support of final service test of the logical and operational development of an acceptable system, equipment, subsystem, or component, approved for procurement and operational deployment or otherwise specifically approved for inclusion in this category. It may include

the building of one or more production prototypes utilizing all processes, tooling, and test equipment considered for the production process thereby constituting a demonstration and qualification of the product process. Even when the overall project is in engineering or operational system development, there may be integral supporting tasks that are still in the advanced development stage and the contract type for these tasks should be selected accordingly. The type of contract selected should be decided on the basis of major factors such as: (i) The definitiveness of the project at this stage and its bearing on the accuracy of cost estimates; (ii) the completion schedule required for satisfactory operational deployment; (iii) the degree of uncertainty expected; (iv) the contractor's willingness and ability to accept a high-risk type of contract; (v) the ability to establish meaningful and measurable incentives; (vi) the need for effort overlapping that of earlier development stages; (vii) the desirability of firm technical direction by the Government, and (viii) the degree of configuration control to be exercised. Any one or combination of these factors could have a direct bearing on the type of contract selected. Cost reimbursement type contracts are preferred for all development efforts and particularly for major defense systems. When risk has been reduced to the extent that realistic pricing can occur, fixed price type contracts should be used, e.g., when a program has reached the final stages of development and technical risks are minimal. The use of letter contracts shall be minimized.

**§ 3.501 Preparation of request for proposals or request for quotations.**

(a) *General.* Forms used for requesting proposals or quotations on negotiated procurement shall be as required by paragraphs (b) and (c) of this section and by Part 16 of this chapter, or if not required by such section, as prescribed by departmental regulations. Generally, requests for proposals and requests for quotations shall be in writing. However, in appropriate cases as prescribed in paragraph (d) of this section, proposals or quotations may be solicited orally: *Provided*, That the resulting definitive contract is prepared on the prescribed contract form for signature by both parties, except that in the procurement of perishable subsistence, DPSC Form 300, Order for Subsistence, may be used. Solicitations shall contain the information necessary to enable a prospective offeror or quoter to prepare a proposal or quotation properly. All such information shall be set forth in full in the solicitation rather than incorporated by reference, except that:

(b) \* \* \*

(2) \* \* \*

\* \* \* \* \*

(xiv) When standard Form 33 or other request for proposals form is used, the following statement:

## CONTRACTOR'S TECHNICAL DATA CERTIFICATION

The offeror shall submit with his offer a certification as to whether he has delivered or is obligated to deliver to the Government under any contract or subcontract the same or substantially the same technical data included in his offer; if so, he shall identify one such contract or subcontract under which such technical data was delivered or will be delivered, and the place of such delivery.

(3) \* \* \*  
(1) When standard Form 33 is used, it shall be accompanied by standard Form 33A (Solicitation Instructions and Conditions); alternatively, SF 33A may be incorporated by reference to the form name, number and edition date;

(xxii) When Standard Form 33 or other request for proposals form is used with the DD Form 1423 (Contract Data Requirements List) for the procurement of data, a provision that if the offeror fails to enter the required information in blocks 25 and 26 of DD Form 1423 in accordance with instructions on the form as part of his submission and refuses to do so on request, his offer may be rejected;

(xlv) If the solicitation may result in contract awards of \$10,000 or more and may generate 400 or more man-days of employment, as defined in the clause in § 7.103-27 of this chapter, include the following provision:

## LISTING OF EMPLOYMENT OPENINGS FOR VETERANS

Offerors should note that this solicitation includes a provision which will be included in the contract requiring the listing of employment openings with the local office of the State employment service system if the award is for \$10,000 or more and involves 400 or more man-days of employment.

(5) \* \* \*  
(iii) When Standard Form 33 or other request for proposals form is used with the DD Form 1423 (Contract Data Requirements List) for the procurement of data, one or more line or subline items of data in this section E referring to the DD Form 1423; (See § 16.815 of this chapter.)

(13) Section M—List of documents, exhibits, and other attachments. Here list all of the documents, exhibits, and other attachments which make up the request for proposals or request for quotations package; give form number name, data, and number of pages for each document; give type and identifier (for example, "Exhibit A"), name, and number of pages for each exhibit, appendix, or other attachment (for example, work frequency schedules, work statements, specifications, special requirements, or other documents too lengthy to be conveniently written into the request for proposals or request for quotations proper.)

(c) \* \* \*  
(50) If the solicitation may result in contract awards of \$10,000 or more and may generate 400 or more man-days of employment, as defined in the clause in § 7.103-27 of this chapter, include the following provision:

## LISTING OF EMPLOYMENT OPENINGS FOR VETERANS

Offerors should note that this solicitation includes a provision which will be included

in the contract requiring the listing of employment openings with the local office of the State employment service system if the award is for \$10,000 or more and involves 400 or more man-days of employment.

## § 3.800 Scope of subpart.

This subpart sets forth the price negotiation policies and techniques applicable to negotiated prime contracts and those subcontracts which are subject to consent by the Government. The principles in this subpart apply to negotiation of prices on all types of contracts and to revised prices as well as initial prices.

## § 3.801-1 General.

It is the policy of the Department of Defense to procure supplies and services from responsible sources at fair and reasonable prices calculated to result in the lowest ultimate overall cost to the Government. Good pricing depends primarily upon the exercise of sound judgment by all personnel concerned with the procurement.

## § 3.801-2 Responsibility of contracting officers.

(a) Contracting officers, or their authorized representatives acting within the scope of their authority, are the exclusive agents of their respective departments to enter into and administer contracts on behalf of the Government in accordance with ASPR and departmental procedures. Each contracting officer is responsible for performing or having performed all administrative action necessary for effective contracting. The contracting officer shall avail himself of all appropriate organizational tools such as the advice of specialists in the fields of contracting, finance, law, contract audit, packaging, engineering, traffic management, and price analysis.

(b) To the extent services of specialists are utilized in the negotiation of contracts, the contracting officer must coordinate a team of experts, requesting advice from them, evaluating their counsel, and availing himself of their skills. He shall not, however, transfer his own responsibilities to them. Thus, determination of the suitability of the contract price to the Government always remains the responsibility of the contracting officer.

(c) When the contractor insists on a price or demands a profit or fee which the contracting officer considers unreasonable, the contracting officer shall (1) determine the feasibility of developing an alternate source of supply, or (2) take any other action within his authority. If, after exhausting the above course of action, a satisfactory solution has not been obtained, the contracting officer shall refer the prospective procurement to higher authority. Such referral shall include a complete statement of the attempt made to resolve the matter. With regard to a contractor's refusal to provide cost or pricing data, see § 3.807-6.

(d) Pricing based on cost analysis involves, among other things, an appraisal of estimates of costs expected to

be incurred in the future. The accounting projection of trends based on cost or pricing data, together with any known changes therein, is only one method of conducting this appraisal, others being:

(1) An engineering appraisal of the need for the estimated labor and material costs and of tooling and facilities, and the reasonableness of scrap and spoilage factors, and

(2) The preparation of independent estimates by competent technical personnel.

Occasionally, differences of opinion will exist not only on the reasonableness of cost projections, but also on the accounting techniques on which they are based. In addition, it is normally not possible to negotiate a pricing result which is in strict accord with all of the opinions of all of the specialists, or even with the Government's pricing objective. Reasonable compromises are normally necessary and this fact must be understood by all members of the team. For all of these reasons audit reports or pricing recommendations by others must be considered to be advisory only. The contracting officer is responsible for the exercise of the requisite judgments and is solely responsible for the final pricing decision. When the contracting officer does not adopt audit or other specialist recommendations that have particular significance on the contract price, comments should be included in the record of the negotiation.

(e) Whenever it becomes apparent to the contracting officer that the negotiations will require the resolution of complex problems which involve items significant in amount, he shall request attendance by audit or other representatives at the negotiation meeting.

## § 3.801-3 Responsibility of requirements and other logistics personnel in purchasing offices.

Personnel other than the contracting officer, who determine type, quality, quantity, and delivery requirements for items to be purchased, can influence the degree of competition obtainable and exert a material effect upon prices. Failure to determine requirements in sufficient time to allow:

- (a) A reasonable period for preparation of requests for proposals;
- (b) Preparation of quotations by offerors;
- (c) Contract negotiation and preparation; or
- (d) Adequate manufacturing lead time,

causes delays in deliveries and uneconomical prices. Requirements issued on an urgent basis or with unrealistic delivery schedules should be avoided since they generally increase prices or restrict desired competition.

## § 3.801-4 Responsibility of pricing personnel in purchasing office.

- (a) The contract pricing team available to support the PCO in the review and analysis of pricing proposals in

## RULES AND REGULATIONS

cludes the price analyst, negotiator, buyer, project engineer, and liaison auditor at the purchasing office.

(b) The price analyst or negotiator supporting the contracting officer may be designated to develop a Government pricing objective prior to the negotiation. This includes the responsibility for determining the extent of advice required from other specialists, requesting, obtaining, and considering such advice, and for consolidating pricing data, including cost and price analyses, historical cost or pricing data, independent government cost estimates, economic analyses, and the like. The advice and assistance of the price analyst/negotiator should always be obtained when complex pricing techniques are indicated, including the use of contract types involving the skillful balancing of price, cost and performance incentive arrangements. In many instances, he will be in the best position to conduct the price negotiation.

### **§ 3.801-5 Responsibility of field pricing support personnel.**

(a) *Field pricing support.* Field pricing support involves analysis of the contractor's price proposal by any or all of the field technical and professional specialists including, but not limited to, the Plant Rep/ACO; contract auditor; price analyst; quality assurance personnel, engineers; and legal and small business specialists. The Plant Rep/ACO is the team manager for all PCO requests for field pricing support. Therefore the PCO shall send all requests for field pricing support to the cognizant field contract administration activity; generally, the plant representative (Plant Rep) for the Services and the administrative contracting officer (ACO) for DCAS (DSA). However, there shall be no constraints on the lines of communication within the PCO/ACO and contract auditor interface.

(b) *Field pricing reports on contract price proposals.* (1) Prior to negotiation of a contract or modification resulting from a proposal in excess of \$100,000 (including initial prices, estimated costs of cost-reimbursement types, interim and final price redeterminations, escalation, target, and settlement of incentive types) when the price is based on cost or pricing data (§ 3.807-3) submitted by the contractor, the contracting officer or his authorized representative shall request a field pricing support report (which includes an audit review by the contract audit activity) unless information already available to the contracting officer is adequate to determine the reasonableness of the proposed cost or price. Whenever the contracting officer determines that current data is adequate to support a waiver of a field pricing support report, he shall document the contract file to reflect the reason for such waiver. Information of the type described in subdivisions (i) through (vi) of this subparagraph which is often available to the procuring contracting officer (PCO), or from the Plant Rep/ACO, or from the procurement liaison auditor (PLA), may

be useful in reaching a decision whether or not a field pricing support report should be waived.

(i) In-house engineering determination of level of effort required in connection with research and development or study contracts.

(ii) Audited cost information from contract awards in process, or recently negotiated contracts.

(iii) Adequately reviewed data on proposed subcontracts items which constitute the major portion of the prime contract price proposal.

(iv) Prices of standard commercial items which constitute the major portion of the prime contract price proposal.

(v) Special forward pricing formulas or rates such as for support items, or forecast overhead rates, prescribed in an existing advance agreement.

(vi) Current labor rates, overhead rates, loading factors, per diem rates, and lot data based upon actual costs and labor hours.

It should be borne in mind that no single category of information is necessarily sufficient by itself; for example, information as to rates for labor and overhead would normally require data concerning the base elements—labor hours, material costs, etc.—to which the rates apply.

(2) Ordinarily, field pricing support reports should not be requested for proposed contracts or modifications of less than \$100,000 except in instances, such as a lack of knowledge of the particular contractor, sensitive conditions, or an inability to perform an acceptable degree of price analysis, and thereby establish a reasonable pricing result. Before requesting field pricing support for lower dollar offers, the contracting officer should consider utilizing price analysis techniques (§ 3.807-2(b)) or the information cited in subparagraph (1) (i) through (vi) of this paragraph to establish the reasonableness of the proposed price.

(3) The PCO shall forward the request to the Plant Rep/ACO (copy to the cognizant contract audit activity) clearly stipulating specific areas for which input is required and assigning a realistic deadline for receipt of the field pricing support report. The request shall be accompanied by any information, including applicable portion of the RFP and the offeror's proposal, which would be useful in the evaluation of the proposal. In sole source procurement, when the contracting officer knows in advance that field pricing support will be required, he shall provide the cognizant Plant Rep/ACO and auditor a copy of the solicitation. In addition he may require the contractor to provide copies of his proposal direct to the Plant Rep/ACO and auditor. In this event the PCO shall, as soon as possible after receipt of the contractor's proposal, identify those specific areas for which field pricing support is required.

(4) The Plant Rep/ACO, as well as the contract auditor, will be responsible for providing a complete and accurate field pricing support report to the PCO.

To accomplish this end the Plant Rep/ACO must:

(i) In-concert with the auditor and in consideration of his workload, establish a deadline for the auditor's input, subject to date adjustments when considered necessary (adjustments will be coordinated by the Plant Rep/ACO with the PCO and the contract auditor);

(ii) Identify areas for special consideration (these area areas in addition to those specified by the PCO);

(iii) Arrange for exchanges of technical and audit information and coordination between the CAS and audit activities; and

(iv) Be fully responsive to a request for technical information from the auditor.

(5) The contract auditor shall treat the copy of the PCO request as a signal to arrange for and begin the audit work. He must be fully responsive to the request of the Plant Rep/ACO and he must communicate to the Plant Rep/ACO any change in audit schedule which may be required. The scope and depth of the audit, subject to time constraints, is the responsibility of the contract auditor. In addition, specific requirements in the PCO request shall be accommodated. The dollar effect of technical input vital to the audit shall be computed by the contract auditor and included in his report. The auditor's completed report shall be sent to the Plant Rep/ACO for inclusion, without change, in the field pricing support report to the PCO.

(6) When providing pricing support to the PCO, the Plant Rep/ACO has primary responsibility for consolidating and evaluating the findings of the pricing team members at the contract administration and contract audit offices and for the analysis of proposed prices in consideration of, but not limited to, such factors as the need for quantities and kinds of materials included in the proposal; the need for the number and kinds of man-hours; the need for special tooling and facilities; and the reasonableness of scrap and spoilage factors. These analyses by the Plant Rep/ACO and his team shall be based on their knowledge of such factors as production, quality assurance, engineering and manufacturing practices and techniques, and information as to plant capacity, scheduling, engineering and production "know-how," Government property, make or buy considerations, and industrial security, particularly as these relate to practices of the specific prospective contractor.

(7) The contract auditor is responsible for submission of information and advice, based on his analysis of the contractor's books and accounting records or other related data, as to the acceptability of the contractor's incurred and estimated costs. The auditor shall report any denial by the contractor of access to record or cost or pricing data which the auditor considers essential to the preparation of a satisfactory report. If the auditor believes that the contractor's estimating methods or accounting system are inadequate to produce valid support for the proposal or to permit satisfactory administration

of the type of contract contemplated, this shall be stated in the audit report and concurrently made known to the contractor so that he may have the opportunity of presenting his views to the PCO and Plant Rep/ACO. When the PCO determines that deficiencies in the contractor's accounting system or estimating methods are such that the proposed contract cannot be adequately priced or administered, he shall, with the advice of the contract auditor and the Plant Rep/ACO, assure that necessary corrective action is initiated prior to the award of such contract. The auditor is responsible for performing that part of reviews and cost analyses which requires access to the contractor's books and financial records supporting proposed cost or pricing data, regardless of the dollar amount involved. Only the auditor shall have general access to the books and financial records for this purpose. This does not preclude the PCO, the Plant Rep/ACO, or their technical representative from requesting any data from, or reviewing records of, the contractor (such as lists of labor operations, process sheets, etc.) necessary to the discharge of their responsibilities.

(8) The efforts of all field pricing support team members are complementary, advisory and also offer an excellent check and balance of the various analyses imperative to the PCO's final pricing decision. Therefore it is essential that there be close understanding, cooperation, and communication to insure the exchange of information of mutual interest during the period of analysis. While they shall review the data concurrently when possible, each shall render his services within his own area of responsibility. For example, on quantitative factors (such as labor hours), the auditor may find it necessary to compare proposed hours with hours actually expended on the same or similar products in the past as reflected on the cost records of the contractor. From this information he can often project trend data. The technical specialist may also analyze the proposed hours on the basis of his knowledge of such things as shop practices, industrial engineering, time and motion factors, and the contractor's plant organization and capabilities. The interchange of this information will not only prevent duplication but will assure adequate and complementary analysis.

(9) During the course of the examination, the Plant Rep/ACO and the auditor shall each confer with the contractor to fully understand the basis for each item in the contractor's proposal and to remove any doubts as to the validity and accuracy of their conclusions and findings. Before such discussions are concluded, they should have explored and discussed with the contractor any discrepancies noted in their examinations involving cost or pricing data as defined under § 3.807-3(f).

(10) The auditor, as part of his report, shall set forth the basis and method used by the contractor in preparing his proposal. Also, the report shall clearly identify the contractor's original pro-

posal and all subsequent written formal submissions to the contracting officer or to the auditor by which cost or pricing data was furnished or identified by the contractor (see § 3.807-3(g)). In addition, cost or pricing data not submitted by the contractor but otherwise coming to the auditor which have a significant effect on the proposed cost or price shall also be described in the advisory audit report. If the auditor considers that the cost or pricing data submitted by the contractor are not accurate, complete and current, or that cost representations are unsupported, this information will be made known in his audit report. When the resulting overall effect of those deficiencies on the proposed cost or price is of such magnitude that the usefulness of the contractor's proposal is considerably impaired as a basis for negotiation, the contracting officer should be advised promptly to enable corrective action to proceed without delay. The above is not intended to relieve the contractor of his obligation to submit accurate, complete and current cost or pricing data.

(11) Reports of technical analysis and review should be furnished to the auditor at the earliest possible date and at least 5 days prior to the due date of the audit report to enable the auditor to include the financial effect of technical findings in the audit report (for example, the necessary computations of dollar amounts arising from changes in proposed kinds and quantities of materials, labor hours, etc.). In the event the technical analyses are not available in time to be reflected in the audit report, the audit report shall so state, and this shall be made known to the Plant Rep/ACO so that comments may be incorporated in his submission to the PCO. If technical analyses are received later by the auditor, he shall issue a supplemental report if the status of the negotiation is such that a report would serve a useful purpose. The original of all technical reports received by the auditor shall be made a part of the audit report submitted to the Plant Rep/ACO.

(12) If in the opinion of the PCO, Plant Rep/ACO, or auditor, the review of a prime contractor's proposal requires further review of subcontractors' cost estimates at the subcontractors' plant (after due consideration or reviews performed by the prime contractor), such reviews should be fully coordinated with the Plant Rep/ACO having cognizance of the prime contractor before being initiated. If a review is required of a subcontract proposal, the prime Plant Rep/ACO shall forward the request to the subcontract ACO with an information copy to the subcontract auditor. In the event a lower tier subcontract proposal requires review, the request should be coordinated in sequence with the Plant Rep/ACO's at higher tiers in the subcontract chain. The resulting pricing reports, including any audit reports, shall be forwarded by the subcontract Plant Rep/ACO to the prime Plant Rep/ACO with an information copy to the prime auditor. If the review is of a lower tier subcontract proposal, the report shall be

transmitted through the Plant Rep/ACO's in the subcontract chain.

(13) The audit report, giving the financial effect of related technical, subcontract, and other evaluations, shall be forwarded by the auditor to the Plant Rep/ACO. The Plant Rep/ACO (price analyst or negotiator) shall query the auditor or technical personnel about matters in audit or technical reports which appear to need clarification. When developing the Plant Rep/ACO statement to the PCO transmitting audit and technical reports, comments or observations shall be added about pertinent matters whether or not covered in the audit or technical reports. However, it is not contemplated, for example, that the price analyst or negotiator should attempt an examination of the contractor's accounting records for this purpose since the contract auditor has this responsibility. If any information disclosed subsequent to the audit report significantly affects the audit findings, the Plant Rep/ACO should promptly advise the auditor, who shall determine whether to issue a supplemental report.

(14) The Plant Rep/ACO shall transmit to the PCO by the date requested the field pricing report (including the original copy of the audit report). A copy of the Plant Rep/ACO's field pricing report (less the audit report and technical evaluation) shall be furnished to the contract auditor.

(15) The field pricing reports shall be made a part of the official contract file.

(16) Information generated through sources other than the contractor's records may be available to the contracting officer which may significantly affect the Government's negotiating position. The Plant Rep/ACO and the auditor, therefore, shall not disclose to the contractor their conclusions and recommendations to the contracting officer on the contractor's proposed costs or estimates to complete. No portion of the reports of the Plant Rep/ACO or the auditor shall be furnished to the contractor without the concurrence of the contracting officer responsible for the negotiations. The above limitations are not intended to preclude disclosure of discrepancies or mistakes of fact such as duplications, omissions, and errors in computations, contained in the contractor's cost or pricing data supporting the proposal.

#### § 3.807-3 Cost or pricing data.

(d) Cost or pricing data furnished by a subcontractor or a prospective subcontractor pursuant to paragraphs (b) or (c) of this section, must be submitted to the prime contractor or higher-tier subcontractor. It is the responsibility of the prime contractor and higher-tier subcontractor to review and evaluate the subcontract proposal and accompanying cost or pricing data and furnish the results of such review and evaluation to the Government as part of their cost or pricing data submission.

(e) (1) When, in the contracting officer's opinion, the prime or higher-tier subcontractor's analysis of the subcon-

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tract proposal is inadequate, the contracting officer will return the analysis package to the prime for reaccomplishment. The contracting officer should indicate the areas of inadequacy of review.

(2) It is the prime contractor's responsibility to accomplish or cause the accomplishment of the additional review required and resubmission of the package to the contracting officer.

(3) If the prime or higher-tier subcontractor is unable to accomplish the required additional analysis for justifiable reason, the Government will assist in the performance of the limited additional review required. The prime contractor must submit in these instances convincing evidence to the contracting officer that the prime or higher-tier subcontractor is unable to accomplish the additional review would jeopardize the subcontractor's competitive position or proprietary data is involved. In these instances, however, the contracting officer must furnish to the administrative contracting officer the review package accomplished by the prime or higher-tier subcontractor.

(4) In addition to the situations discussed in subparagraphs (1) through (3) of this paragraph there may be occasions when a prospective prime contractor or higher-tier subcontractor will request ACO assistance to perform or assist in performing a limited or complete review and evaluation of a subcontractor's proposal, in lieu of performing this work himself. The ACO should make arrangements for such assistance only when, in his opinion, it would be in the best interests of the Government to perform this contractor responsibility. Such assistance should generally be provided only when:

(i) There is a business relationship between the prime contractor and subcontractor not conducive to independence and objectivity, as in the case of a parent-subsidiary or when prime and subcontracting roles of the companies are frequently reversed; or

(ii) The contractor is sole source and the subcontract costs represent a substantial part of the prime contractor costs.

(5) There may also be situations when, in analyzing a contractor's proposal or negotiating a prime contract, the contracting officer considers it necessary to validate the prime contractor's review and evaluation of the subcontractor's proposal required under paragraph (d) of this section. The purpose would be to satisfy the Government, not the prime contractor, that these elements of the prime contractor's total proposed price are reasonable. This can be accomplished by the contracting officer requesting as part of field pricing support a review of the proposal of one or more major subcontractors be performed by cognizant Government personnel (see § 3.801-5(b) (12)).

(f) When there is adequate price competition, cost or pricing data shall not be requested regardless of the dollar amount involved. As a general rule, cost or pricing data should not be requested when

it has been determined that proposed prices are, or are based on, established catalog or market prices of commercial items sold in substantial quantities to the general public. Where, however, despite the willingness of a number of commercial purchasers to buy an item at such a catalog or market price, the purchaser (e.g., the contracting officer) finds that that price is not reasonable and supports such finding by an enumeration of the facts upon which it is based, cost or pricing data may be requested if necessary to establish a reasonable price: *Provided*, That such finding is approved at a level above the contracting officer. In addition, cost or pricing data may be requested, if necessary, where there is such a disparity between the quantity being procured and the quantity for which there is such a catalog or market price that pricing cannot reasonably be accomplished by comparing the two. Where an item is substantially similar to a commercial item for which there is an established catalog or market price at which substantial quantities are sold to the general public, but the offered price of the former is not considered to be "based on" the price of the latter in accordance with § 3.807-1(b) (2), any requirement for cost or pricing data should be limited to that pertaining to the differences between the items if this limitation is consistent with assuring reasonableness of pricing result.

(g) (1) Certified cost or pricing data shall not be requested prior to the award of any contract anticipated to be for \$10,000 or less and generally should not be requested for modifications in those amounts. There should be relatively few instances where certified cost or pricing data and the inclusion of defective pricing clauses would be justified in awards between \$10,000 and \$100,000. In most such awards, the administrative costs will outweigh the benefits which might otherwise accrue from receipt of certified cost or pricing data; hence all other means of determining reasonableness of price should be utilized. When less than complete cost analysis (e.g., analysis of only specific factors) will provide a reasonable pricing result (see § 3.807-2(a)) on awards under \$100,000 without the submission of complete cost or pricing data, the contracting officer shall request, without certification, only that data which he considers adequate to support the limited extent of the cost analysis required.

(2) Although cost or pricing data was requested in the solicitation, a certification of cost and pricing data shall not be requested in connection with the award of any contract of any dollar value where the price negotiated is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

(h) "Cost or pricing data" as used in this subpart consists of all facts existing up to the time of agreement on price which prudent buyers and sellers would reasonably expect to have a significant

effect on the price negotiations. The definition of cost or pricing data embraces more than historical accounting data; it also includes, where applicable, such factors as vendor quotations, nonrecurring costs, changes in production methods and production or procurement volume, unit cost trends such as those associated with labor efficiency, and make-or-buy decisions or any other management decisions which could reasonably be expected to have a significant bearing on costs under the proposed contract. In short, cost or pricing data consists of all facts which can reasonably be expected to contribute to sound estimates of future costs as well as to the validity of costs already incurred. Cost or pricing data, being factual, is that type of information which can be verified. Because the contractor's certificate pertains to "cost or pricing data," it does not make representations as to the accuracy of the contractor's judgment on the estimated portion of future costs or projections. It does, however, apply to the data upon which the contractor's judgment is based. This distinction between fact and judgment should be clearly understood.

(i) The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available (see § 3.807-5(a) (1)) to the contractor at the time of agreement on price is submitted, either actually or by specific identification, in writing to the contracting officer or his representative. The distinction between the "submission" of cost or pricing data and the "making available" of records should be clearly understood. The mere availability of books, records, and other documents for verification purposes does not constitute submission of cost or pricing data.

#### § 3.807-13 Estimated data prices (DD Form 1423).

(c) The contracting officer shall assure to the extent practicable that the contract does not include a requirement for data which the contractor has delivered or is obligated to deliver to the Government under another contract or subcontract, and that the successful offeror furnishes the certification required by the solicitation (see § 3.501(b) (2) (xiv) and (3) xxxii)). However, where duplicate data is desired, the contract price shall include the costs of duplication, but not of preparation, of such data.

(d) In the case of procurements of \$100,000 or over, the contracting officer, after agreeing upon a negotiated contract price, will adjust the estimated prices in blocks 26 of the original DD Form 1423 for the data items listed thereon to equal the amount included in the related priced contract line or subline item(s) for the data item(s). Adjusted DD Form 1423 will be maintained so as to be available at each procuring activity. The detachable portion of the DD Form 1423 (blocks 17-26) with the estimated or adjusted prices shall not appear in the contract.

(e) When printing is to be procured as an integral part of a contract for other supplies or services, each require-

ment in the contract for printing shall be listed as a separate line item on DD Form 1423; and the approval or waiver obtained pursuant to § 5.601 of this chapter shall be appropriately identified.

- (f) [Revoked]
- (g) [Revoked]

#### § 3.809 Contract audit as a pricing aid.

(a) *General.* Contract audit services are available in two forms:

(1) Audit reports which set forth the results of auditors' reviews and analyses of cost data submitted by contractors as part of pricing proposals, reviews of contractors' accounting systems, estimating methods, and other related matters, and

(2) "On-the-spot" personal consultation and advice to procurement and contract administration personnel in connection with analyses of contractors' cost representations and related matters by liaison auditors stationed at purchasing and contract administration offices.

Contract auditors are professional accountants who, although organizationally independent, are the principal advisers to contracting officers on contractor accounting and contract audit matters. The terms "audit review" and "audit" refer to examinations by contract auditors of contractors' statements of actual or estimated costs to the extent deemed appropriate by the auditors in the light of their experience with contractors and relying upon their appraisals of the effectiveness of contractors' policies, procedures, controls, and practices. Such audit reviews or audits may consist of desk reviews, test checks of a limited number of transactions, or examinations in depth, at the discretion of the auditor.

##### (b) *Audit reports on contractor price proposals.*

(1) The auditor's role in the evaluation of contractor pricing proposals is set out in detail in § 3.801 which, in summary, provides that a report from the Defense Contract Audit Agency will be obtained for substantially all cost-based proposals over \$100,000. The procedures contemplate that the report of engineering appraisal (as to the need for the kinds and quantities of labor and material) shall be provided the auditor in order that the DCAA report may reflect the monetary effect of both the auditor's and the engineer's recommendations. Contracting officers should provide as much time as possible for the auditor to perform his evaluation, whenever possible providing advance notice that a request will be forthcoming. Although price proposals are given the highest priority by DCAA, advance notice of price proposals will assist the auditor in providing timely audit advice to the contracting officer.

(2) DCAA provides procurement liaison auditors (PLA's) at most major procurement and contract administration offices to facilitate the receipt and use of audit service and to provide accounting and audit advice as to whether or not audit review of a price proposal should be waived.

(3) In submitting his audit report, the auditor shall include comments in regard to the extent to which discrepancies or mistakes of fact in the proposal have been discussed with the contractor. Unless specifically requested to do so by the contracting officer, the auditor shall not discuss his conclusions or recommendation regarding the contractor's estimated or projected costs.

(c) *Additional functions of the contract auditor.* (1) Under cost-reimbursement type contracts, the cost-reimbursement portion of fixed-price contracts, letter contracts which provide for reimbursements of costs, time and material contracts, and labor-hour contracts:

(i) The contract auditor is the authorized representative of the contracting officer for the purpose of examining reimbursement vouchers received directly from contractors, transmitting those vouchers approved for provisional payment to the cognizant disbursing officer and issuing DCAA Form 1, "Notice of Contract Costs Suspended and/or Disapproved," with a copy to the cognizant ACO, with respect to costs claimed but not considered allowable. In the case of costs suspended, if the contractor disagrees with the suspension action by the contract auditor and the difference cannot be resolved, the contractor may appeal in writing to the cognizant ACO, who will make his determination promptly in writing. In the case of costs disapproved, the DCAA Form 1 shall include the following statement:

As to any disapproved costs identified herein, this Notice constitutes a final decision of the Contracting Officer, effective 60 days after the date of its receipt by the Contractor, unless the Contractor mails or furnishes to the cognizant Administrative Contracting Officer a written appeal before the expiration of such 60-day period. If this Notice becomes a final decision of the Contracting Officer by virtue of expiration of the 60-day period, it may be appealed in accordance with the provisions of the "Disputes" clause of the contract identified above. If the Contractor decides to make such an appeal, written notice thereof (in triplicate) must be mailed or otherwise furnished to the Contracting Officer within 30 days from the date this decision becomes effective. Such notice should indicate that an appeal is intended and should reference this decision and identify the contract by number. The Armed Services Board of Contract Appeals is the authorized representative of the Secretary for hearing and determining such disputes. The rules of the Armed Services Board of Contract Appeals are set forth in the Armed Services Procurement Regulation, Appendix A, Part 2.

If the contractor appeals in writing to the ACO from a disallowance action by the contract auditor within the 60-day period mentioned above, the ACO will make his determination in writing, as promptly as practicable, as a final decision of the contracting officer (see § 1.314 of this chapter re decisions under the disputes clause) and mail or otherwise furnish a copy to the contractor. In those instances where the ACO does not sustain the contract auditor's disallowance the ACO shall document the contract file

to set forth the specific reasons why reinstatement of the disallowed cost was considered appropriate. A copy shall be furnished to the contract auditor. In addition, the contracting officer may direct the issuance of DCAA Form 1, "Notice of Contract Costs Suspended and/or Disapproved," with respect to any cost that he has reason to believe should be suspended or disapproved. The contract auditor will approve fee portions of vouchers for provisional payment in accordance with the contract schedule and any instructions received from the administrative contracting officer. Completion vouchers shall be forwarded to the ACO for approval and transmittal to the cognizant disbursing officer.

(ii) The contract auditor shall be responsible for making appropriate recommendations to the ACO concerning the establishment of interim overhead billing rates, when such rates are provided for in the contract.

##### (2) *Under cost-reimbursement type contracts with Canadian contractors:*

(i) On contracts with the Canadian Commercial Corp., audits are automatically arranged by the Department of Defense Production (Canada) (DDP) in accordance with agreement between Departments of the Army, Navy, and Air Force; Defense Supply Agency; and Department of Defense Production (Canada) (see § 6.503(c) of this chapter). Audit reports are furnished to DDP. Upon advice from DDP, the Canadian Commercial Corp. (CCC) will certify the invoice and forward it with standard Form 1034 (Public Voucher) to the ACO for further processing and transmittal to the disbursing officer.

(ii) On contracts placed directly with Canadian firms, audits are requested by the ACO from the Audit Services Branch, Comptroller of the Treasury, Department of Finance, Ottawa, Ontario, Canada. Invoices are approved by the auditor on a provisional basis pending completion of the contract and final audit. These invoices, accompanied by standard Form 1034 (Public Voucher) are forwarded to the ACO for further processing and transmittal to the disbursing officer. Periodic advisory audit reports are furnished directly to the ACO. In the event that costs claimed are suspended or disapproved, the ACO shall issue the DCAA Form 1, "Notice of Contract Costs Suspended and/or Disapproved" to the contractor. DCAA Form 1 will be processed in the same manner as indicated in subdivision (1) (i) of this paragraph with regard to contract appeals, and shall contain the statement prescribed therein with respect to costs disapproved.

(3) *Responsibilities for preaward surveys and reviews:* Preaward surveys of potential contractors' competence to perform proposed contracts shall be managed and conducted by the contract administration office. Where information is required on the adequacy of the contractor's accounting system or its suitability for administration of the proposed type of contract, such information shall always be obtained by the ACO

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from the auditor. The contract administration office shall be responsible for advising the PCO on matters concerning the contractor's financial competence or credit needs.

(4) **Reviews of contractors' estimating systems:**

(i) The establishment, maintenance, and consistent use of formal cost estimating systems by contractors is to the mutual benefit of the Government and industry, particularly where a large portion of the contractor's business is defense work and there are a number of significant proposals requiring review. Procuring activities and contract administration activities are required to furnish full support to a program of encouraging major defense contractors to formalize and follow good estimating procedures. It is recognized that estimating procedures will vary among contractors, and may vary between plants or divisions of a contractor due to differences in products, size and methods of operations, production vs. research, and other factors. While formal systems do not eliminate the need for judgmental factors to be applied by contractors in developing cost proposals, they do provide a sound foundation for the systematic and orderly application of these judgment factors to specific proposals. The consistent preparation of proposals in accordance with an acceptable estimating system is of material benefit in assuring both the contractor and the Government that proposals are realistically and reasonably priced, that the § 3.807-3 requirements for utilizing current, accurate, and complete cost and pricing data in developing the proposal are met, and that underestimating and overestimating of contract costs are minimized. Some of the advantages of sound estimating procedures are: a greater degree of confidence can normally be placed in the accuracy and reliability of contractors' individual pricing proposals; it expedites the negotiation process; it reduces the amount of detailed explanation of estimating processes on each individual proposal as required by the notes on DD Form 633; and, as in the case of the well established practice regarding acceptable accounting systems, reduces the scope of reviews performed by audit and other technical and procurement personnel.

(ii) A regular program for conducting reviews of selected contractors' estimating systems or methods shall be established and managed by the Defense Contract Audit Agency. Reviews and reports shall be accomplished as a joint contract audit and contract administration office team effort, with the contract auditor designated as its head. Reviews shall be tailored to take full advantage of the day-to-day work done as an integral part of both the contract audit and contract administration activities. The program established by the contract audit activity shall be coordinated with the appropriate contract administration activity to assure that team membership includes

qualified technical specialists, and that adequate personnel resources are made available to accomplish the program. A copy of the survey report, together with a copy of the official notice of corrective action required, shall be furnished to each purchasing and contract administration office having substantial business with that contractor. Any significant deficiencies in the system not corrected by the contractor shall be referenced in part V of subsequent preaward surveys and will be considered in subsequent proposal reviews and by the ACO and PCO in negotiating with, and in determining the reasonableness of prices proposed by, that contractor. Where these deficiencies continue to exist and where they have an adverse effect on prices, the problem should be brought to the attention of procurement officials at a level necessary to bring about corrective action.

(iii) Among the matters to be considered in determining the acceptability of a contractor's estimating system are the following:

(a) Responsibilities within the contractor's organization for originating, reviewing, and approving estimates;

(b) Procedures followed in developing estimates for each of the direct and indirect elements of cost;

(c) The source of data used in developing the estimates and in assuring that such data is current, complete, and accurate;

(d) The documentation developed and maintained by the contractor to support the estimate;

(e) Management support of the program review including approval of the estimate, controls established to assure consistent compliance with estimating procedures, and personnel training and evaluation programs; and

(f) The extent of coordination and communication between the various elements of the contractor's organization responsible for the estimate.

**§ 3.1100-2 Review of decision to lease.**

(b) \* \* \*

(1) An initial review and an annual review thereafter of the contractor's ADPE system for the purpose of evaluating, under § 15.205-48 of this chapter, his existing ADPE capability and the need to continue leasing, irrespective of whether the term of the lease was renewed or otherwise extended by the contractor; and

**PART 4—SPECIAL TYPES AND METHODS OF PROCUREMENT**

4. In § 4.106-2 (f) and (g) are added; § 4.106-4(c) is revised; § 4.110(d)(1) is amended; and § 4.114(a) is revised, as follows:

**§ 4.106-2 Solicitation.**

(f) Solicitations shall require offerors to identify technical uncertainties and

to make specific proposals for their resolution.

(g) Solicitation and evaluation of proposals should be planned to minimize offerors' and Government expense.

**§ 4.106-4 Evaluation for award.**

(c) In determining to whom the contract shall be awarded, the contracting officer shall consider not only technical competence, but also all other pertinent factors including management capabilities, cost controls, and past performance in adhering to contract requirements, weighing each factor in accordance with the requirements of the particular procurement (see § 1.903 of this chapter). Proposals for cost reimbursement type or fixed price incentive contracts may be penalized during evaluation to the degree that the estimated cost is unrealistically low. The contracting officer shall notify those sources whose proposals or offers have been determined to be unacceptable of that decision in accordance with § 3.508 of this chapter.

**§ 4.110 Cost-sharing policy.**

(d) \* \* \*

(1) Major defense equipment consists of those weapons or weapons systems which required, or will require, a research, development, test and evaluation expenditure estimated in excess of \$50 million or total production expenditure estimated in excess of \$200 million (see DOD directive 5000.1).

**§ 4.114 Data under research and development contracts.**

(a) Research and development contracts shall specify the technical data to be delivered under the contract since the data clauses required by Subpart B, Part 9 of this chapter, do not require the delivery of any such data.

**PART 5—INTERDEPARTMENTAL AND COORDINATED PROCUREMENT**

5. Section 5.1201-2(a)(9) is amended; in § 5.1201-3 under Federal supply class code, items 2510 through 2990 are amended and the footnote 2 is revised; in § 5.1201-5 under Federal supply class code item 8820 is revised; in § 5.1201-6 under Federal supply class code a new item 3439 is added and items 3455 through 3470 are inserted and footnote 2 is revised, as follows:

**§ 5.1201-2 Exclusions—Defense Supply Agency and General Services Administration assignments.**

(a) \* \* \*

(9) Procurements of military service-managed or noncataloged items not in excess of \$2,500 per line item—this exception permits the military departments to procure a line item which does not exceed a value of \$2,500. It does not apply to a line item valued at \$2,500 or



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Country	Currency
Burma	Kyat.
Guinea	Franc.
India	Rupee.
Israel	Pound.
Morocco*	Dirham.
Pakistan	Rupee.
Poland (see also Subpart D of this part).	Zloty.
Tunisia	Dinar.
United Arab Republic (Egypt)	Pound.
Yugoslavia	Dinar.

\*1972 only.

(b) The Department of the Treasury holds near-excess foreign currency in the following countries.

Country	Currency
Ceylon	Rupee.

## PART 7—CONTRACT CLAUSES

7. Section 7.103-27 is added; §§ 7.104-9, 7.104-23, 7.104-24(f), 7.104-35, and 7.104-74 are revised; § 7.104-82 is added; § 7.105-8 is revoked; in § 7.203-4(a) the title of the clause is amended and paragraph (b) of the clause is revised, in paragraph (b) of this section in the clause therein paragraph (b) is revised; in § 7.203-8 paragraph (a) is amended and in the clause in this paragraph the title of the clause is amended, paragraph (a) of the clause is revised, in paragraph (b) of the clause new subparagraphs (6) and (7) are added, and paragraph (g) is amended and paragraph (b) of this section is revised; § 7.203-32 is added; § 7.204-9 is revised; § 7.204-52 is added; §§ 7.205-7 and 7.302-24 are revoked; § 7.302-30 is added; § 7.303-23 is amended; § 7.303-44 is revised; §§ 7.303-53 and 7.303-54 are added; and §§ 7.304-8 and 7.304-9 are revoked, as follows:

### § 7.103-27 Listing of employment openings for veterans.

In accordance with § 12.1102-2 of this chapter, insert the following clause:

#### LISTING OF EMPLOYMENT OPENINGS FOR VETERANS (NOVEMBER 1971)

(This clause is applicable pursuant to 41 CFR 50-250 if this contract is for \$10,000 or more and will generate 400 or more man-days of employment.)

(1) The Contractor agrees that all employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall, to the maximum extent feasible, be offered for listing at an appropriate local office of the State employment service system wherein the opening occurs and to provide such periodic reports to such local office regarding employment openings and hires as may be required.

(2) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source of effort and shall involve only the normal obligations which attach to the placing of a bona fide job order but does

not require the hiring of any job applicant referred by the employment service system.

(3) The periodic reports required by paragraph (1) above shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one establishment in a State, with the central office of that State employment service. Such reports shall indicate for each establishment the number of individuals who were hired during the reporting period and the number of hires who were veterans who served in the Armed Forces on or after August 5, 1964, and who received other than a dishonorable discharge. The Contractor shall maintain copies of the reports submitted until the expiration of 1 year after final payment under the contract, during which time they shall be made available, upon request, for examination by any authorized representatives of the Contracting Officer or of the Secretary of Labor.

(4) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State wherein it has establishments of the name and location of each such establishment in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State employment service system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State systems when it is no longer bound by this contract clause.

(5) This clause does not apply (i) to the listing of employment openings which occur outside of the 50 States, the District of Columbia, Guam, Puerto Rico, and the Virgin Islands; and (ii) contracts with State and local governments.

(6) This clause does not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(7) As used in this clause:

(i) "All employment openings" include, but are not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a salary basis of less than \$18,000 per year. This term includes full-time employment, temporary employment of more than three (3) days' duration, and part-time employment.

(ii) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area of the establishment where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(iii) "Openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement," means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) or outside of a special hiring arrangement which is part of the customary and traditional employment relationship which exists between the Contractor and representative of its employees and includes any openings which the Contractor proposes to fill from regularly established "recall" or "rehire" lists or from union hiring halls.

(iv) "Man-day of employment" means any day during which an employee performs more than one hour of work.

(8) The Contractor agrees to place this clause (excluding this paragraph (8)) in any subcontract directly under this contract provided, such subcontract is for \$10,000 or more and will generate 400 or more man-days of employment.

### § 7.104-9 Rights in data.

(a) *Basic data clause.* In accordance with § 9.203 of this chapter, insert the following clause.

#### RIGHTS IN TECHNICAL DATA (APRIL 1972)

##### (a) Definitions.

(1) "Technical Data", as used in this clause, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design type documents; in machine forms such as punched cards, magnetic tape, computer memory printouts; or may be retained in computer memory. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications and related information. Technical data does not include financial, administrative, cost and pricing, and management data, or other information incidental to contract administration.

(2) Limited Rights means rights to use, duplicate, or disclose technical data, in whole or in part, by or for the Government, with the express limitation that such technical data shall not, without the written permission of the party furnishing such technical data, be (a) released or disclosed in whole or in part outside the Government, (b) used in whole or in part by the Government for manufacture, or (c) used by a party other than the Government, except for:

(i) Emergency repair or overhaul work only, by or for the Government, where the item or process concerned is not otherwise reasonably available to enable timely performance of the work: *Provided*, That the release or disclosure thereof outside the Government shall be made subject to a prohibition against further use, release or disclosure; or

(ii) Release to a foreign government, as the interest of the United States may require, only for information or evaluation within such government or for emergency repair or overhaul work by or for such government under the conditions of (1) above.

(3) "Unlimited Rights" means rights to use, duplicate or disclose technical data, in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so.

##### (b) Government Rights.

(1) The Government shall have unlimited rights in:

(i) Technical data resulting directly from performance of experimental, developmental or research work which was specified as an element of performance in this or any other Government contract or subcontract;

(ii) Technical data necessary to enable manufacture of end-items, components and modifications, or to enable the performance of processes, when the end-items, components, modifications or processes have been, or are being, developed under this or any

other Government contract or subcontract in which experiment, developmental or research work is, or was specified as an element of contract performance, except technical data pertaining to items, components or processes developed at private expense (but see (2) (ii) below);

(iii) Technical data prepared or required to be delivered under this or any other Government contract or subcontract and constituting corrections or changes to Government-furnished data;

(iv) Technical data pertaining to end-items, components or processes, prepared or required to be delivered under this or any other Government contract or subcontract, for the purpose of identifying sources, size, configuration, mating and attachment characteristics, functional characteristics and performance requirements ("form, fit and function" data, e.g., specification control drawings, catalog sheets, envelope drawings, etc.);

(v) Manuals or instructional materials prepared or required to be delivered under this contract or any subcontract hereunder for installation, operation, maintenance or training purposes;

(vi) Technical data which is in the public domain, or has been or is normally furnished without restriction by the Contractor or subcontractor; and

(vii) Technical data listed or described in an agreement incorporated into the Schedule of this contract, which the parties have predetermined, on the basis of subparagraphs (i) thru (vi) above, and agreed will be furnished with unlimited rights.

(2) The Government shall have limited rights in:

(i) Technical data, listed or described in an agreement incorporated into the Schedule of this contract, which the parties have agreed will be furnished with limited rights; and

(ii) Technical data pertaining to items, components or processes developed at private expense, other than such data as may be included in the data referred to in (b) (1) (i), (iii), (iv), (v), and (vi);

*Provided*, That only the portion or portions of each piece of data to which limited rights are to be asserted pursuant to (2) (1) and (ii) above are identified (for example, by circling, underscoring, or a note), and that the piece of data is marked with the legend below in which is inserted:

A. The number of the prime contract under which the technical data is to be delivered, B. The name of the Contractor and any subcontractor by whom the technical data was generated, and

C. An explanation of the indication used to identify limited rights data.

#### LIMITED RIGHTS LEGEND

Contract No. \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Explanation of Limited Rights Data Indication Used \_\_\_\_\_

Those portions of this technical data indicated as limited rights data shall not, without the written permission of the above Contractor, be either (a) used, released or disclosed in whole or in part outside the Government, (b) used in whole or in part by the Government for manufacture or (c) used by a party other than the Government, except for: (1) Emergency repair or overhaul work only, by or for the Government, where the item or process concerned is not otherwise reasonably available to enable timely performance of the work: *Provided*, That the release or disclosure hereof outside the Government shall be made subject to a prohibition against further use, release, or disclosure; or (ii) release to a foreign govern-

ment, as the interest of the United States may require, only for information or evaluation within such government or for emergency repair or overhaul work by or for such government under the conditions of (1) above. This legend, together with the indications of the portions of this data which are subject to such limitations shall be included on any reproduction hereof which includes any part of the portions subject to such limitations.

(3) No legends shall be marked on, nor shall any limitation on rights of use be asserted as to, any data which the Contractor has previously delivered to the Government without restriction. The limited rights provided for by this paragraph (b) (2) shall not impair the right of the Government to use similar or identical data acquired from other sources.

#### (c) Material Covered by Copyright.

(1) In addition to the rights granted under the provisions of (b) above, the Contractor agrees to and does hereby grant to the Government a royalty-free, nonexclusive and irrevocable license throughout the world for Government purposes to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all technical data, prepared or required to be delivered under the contract, now or hereafter covered by copyright.

(2) Copyrighted matter shall not be included in technical data furnished hereunder without the written permission of the copyright owner for the Government to use such copyrighted matter in the manner described in (c) (1) above, unless the written approval of the Contracting Officer is obtained.

(3) The Contractor shall report to the Government (or higher-tier Contractor) promptly and in reasonable written detail each notice or claim of copyright infringement received by the Contractor with respect to any technical data delivered hereunder.

(d) Removal of Unauthorized Markings. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may correct or cancel any marking not authorized by the terms of this contract on any technical data furnished hereunder, if—

(i) The Contractor fails to respond within sixty (60) days to a written inquiry by the Government concerning the propriety of the markings, or

(ii) The Contractor's response fails to substantiate within 60 days after written notice the propriety of the markings by clear and convincing evidence.

In either case the Government shall give written notice to the Contractor of the action taken.

(e) Relation to Patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(f) Limitation on Charges for Data. The Contractor recognizes that the Government, or a foreign government with funds derived through the Military Assistance Program or otherwise through the U.S. Government, may contract for property or services with respect to which the vendor may be liable to the Contractor for charges for the use of technical data on account of such a contract. The Contractor further recognizes that it is the policy of the Government not to pay in connection with its contracts, or to allow to be paid in connection with contracts made with funds derived through the Military Assistance Program or otherwise through the U.S. Government, charges for data which the Government has a right to use and disclose to others, which is in the public domain,

or which the Government has been given without restrictions upon its use and disclosure to others. This policy does not apply to reasonable reproduction, handling, mailing, and similar administrative costs incident to the furnishing of such data. In recognition of this policy, the Contractor agrees to participate in and make appropriate arrangements for the exclusion of such charges from such contracts, or for the refund of amounts received by the Contractor with respect to any such charges not so excluded.

#### (g) Acquisition of Data from Subcontractors.

(1) Whenever any technical data is to be obtained from a subcontractor under this contract, the Contractor shall use this same clause in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Government's or the Contractor's rights in that subcontractor data which is required for the Government.

(2) Technical data required to be delivered by a subcontractor shall normally be delivered to the next higher-tier Contractor. However, when there is a requirement in the prime contract, for data which may be supplied with limited rights pursuant to (b) (2) above, a subcontractor may fulfill such requirement by submitting such data directly to the Government rather than through the prime Contractor.

(3) The Contractor and higher-tier subcontractors will not use their power to award subcontracts as economic leverage to acquire rights in technical data from their subcontractors for themselves.

(b) Notice of certain limited rights. The paragraph (h) set forth below may be added to the clause in (b) above in any contract in which the contracting officer desires notification of limited rights data (see §9.202-2(g) of this chapter).

(h) (1) Unless the Schedule provides otherwise, and subject to (2) below, the Contractor will promptly notify the Contracting Officer in writing of the intended use by the Contractor or a subcontractor in performance of this contract of any item, component or process for which technical data would fall within paragraph (b) (2) above.

(2) Such notification is not required with respect to:

(i) Standard commercial items which are manufactured by more than one source of supply; or

(ii) Items, components or processes for which such notice was given pursuant to predetermination of rights in technical data in connection with this contract.

(3) Contracting Officer approval is not necessary under this clause for the Contractor to use the item, component or process in the performance of the contract. (April 1972)

(c) Technical data clause—specific acquisition. In accordance with §9.203(d) of this chapter, insert the following clause.

#### RIGHTS IN TECHNICAL DATA—SPECIFIC ACQUISITION (APRIL 1972)

(a) Definition. "Technical Data" as used in this clause means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or used to define a design or process to procure, produce, support, maintain, or operate materiel. The data may be graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design type

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documents; in machine forms such as punched cards, magnetic tape, computer memory printouts; or may be retained in computer memory. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. Technical data does not include financial, administrative, cost and pricing, and management data, or other information incidental to contract administration.

(b) *Government Rights.* The Government may duplicate, use and disclose in any manner and for any purpose whatsoever, and have others so do, all or any part of the technical data delivered by the Contractor to the Government under this contract.

(c) *Material Covered by Copyright.*

(1) In addition to the rights granted under the provisions of (b) above, the Contractor agrees to and does hereby grant to the Government a royalty-free, nonexclusive and irrevocable license throughout the world for Government purposes to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all technical data, required to be delivered under the contract, now or hereafter covered by copyright.

(2) Copyrighted matter shall not be included in technical data furnished hereunder without the written permission of the copyright owner for the Government to use such copyrighted matter in the manner described in (c)(1) above, unless the written approval of the Contracting Officer is obtained.

(3) The Contractor shall report to the Government (or higher-tier Contractor) promptly and in reasonable written detail each notice or claim of copyright infringement received by the Contractor with respect to any technical data delivered hereunder.

(d) *Relation to Patents.* Nothing contained in this clause shall imply a license to the Government under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(e) *Limitation on Charges for Data.* The Contractor recognizes that the Government, or a foreign government with funds derived through the Military Assistance Program or otherwise through the U.S. Government, may contract for property or services with respect to which the vendor may be liable to the Contractor for charges for the use of technical data on account of such a contract. The Contractor further recognizes that it is the policy of the Government not to pay in connection with its contracts, or to allow to be paid in connection with contracts made with funds derived through the Military Assistance Program or otherwise through the U.S. Government, charges for data which the Government has a right to use and disclose to others, which is in the public domain, which the Government has been given without restrictions upon its use and disclosure to others. This policy does not apply to reasonable reproduction, handling, mailing, and similar administrative costs incident to the furnishing of such data. In recognition of this policy, the Contractor agrees to participate in and make appropriate arrangements for the exclusion of such charges from such contracts, or for the refund of amounts received by the Contractor with respect to any such charges not so excluded.

(d) *Deferred delivery of technical data.* In accordance with § 9.502(h) of this chapter, insert the following additional clause.

DEFERRED DELIVERY OF TECHNICAL DATA  
(APRIL 1972)

The Government shall have the right to require, at any time during the performance of this contract, or within two (2) years after either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, the delivery of any technical data item identified in this contract as "deferred delivery" data. The obligation to furnish such technical data required to be prepared by a subcontractor and pertaining to an item obtained from him shall expire two (2) years after the date contractor accepts the last delivery of that item from that subcontractor for use in performing this contract.

(e) *Production of motion pictures, histories, and other works.* In accordance with § 9.204-2 of this chapter, insert the following clause.

RIGHTS IN DATA—SPECIAL WORKS  
(OCTOBER 1966)

(a) The term "Data" as used herein includes writings, sound recordings, pictorial reproductions, drawings or other graphic representations, and works of any similar nature (whether or not copyrighted) which are specified to be delivered under this contract. The term does not include financial reports, cost analyses, and other information incidental to contract administration.

(b) All Data first produced in the performance of this contract shall be the sole property of the Government. The Contractor agrees not to assert any rights at common law or in equity or establish any claim to statutory copyright in such Data. The Contractor shall not publish or reproduce such Data in whole or in part or in any manner or form, or authorize others so to do, without the written consent of the Government until such time as the Government may have released such Data to the public.

(c) The Contractor hereby grants to the Government a royalty-free, nonexclusive, and irrevocable license throughout the world (i) to publish, translate, reproduce, deliver, perform, use, and dispose of, in any manner, any and all Data which is not first produced or composed in the performance of this contract but which is incorporated in the work furnished under this contract, and (ii) to authorize others so to do.

(d) The Contractor shall indemnify and save and hold harmless the Government, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any Data furnished under this contract, or (ii) based upon any libelous or other unlawful matter contained in such data.

(e) Nothing contained in this clause shall imply a license to the Government under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(f) Paragraphs (c) and (d) above are not applicable to material furnished to the Contractor by the Government and incorporated in the work furnished under the contract: *Provided*, Such incorporated material is identified by the Contractor at the time of delivery of such work.

(f) *Purchase of existing motion pictures or television recordings.* In accordance with § 9.205-2 of this chapter, insert the following clause.

RIGHTS IN DATA—EXISTING WORKS (OCTOBER 1966)

(a) Except as otherwise provided in the Schedule of this contract, the Contractor hereby grants to the Government a royalty-free, nonexclusive, irrevocable license to distribute, use, and exhibit the material called for under this contract for Governmental purposes throughout the world, and to authorize others to do so.

(b) The Contractor shall indemnify and save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the distribution, use, or exhibition of any material furnished under this contract, or (ii) based upon any libelous or other unlawful matter contained in said material.

(g) *Contracts to be performed outside the United States.* In accordance with § 9.206 of this chapter, insert the following clause.

RIGHTS IN TECHNICAL DATA (FOREIGN) (OCTOBER 1966)

The U.S. Government may duplicate, use, and disclose in any manner for its purposes, including delivery to other governments for the furtherance of mutual defense of the U.S. Government and other governments, all or any part of the technical data including reports, drawings, blueprints, and other data specified to be delivered by the Contractor to the U.S. Government under this contract.

(h) *Technical data—withholding of payment.* In accordance with § 9.504 of this chapter, insert the following clause:

TECHNICAL DATA—WITHHOLDING OF PAYMENT  
(APRIL 1972)

(a) If "Technical Data" (as defined in the clause of this contract entitled "Rights in Technical Data"), or any part thereof, specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not specifically authorized by this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the Schedule. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor within the meaning of the clause hereof entitled "Default."

(b) After payments total ninety percent (90%) of the total contract price or amount and if all technical data specified to be delivered under this contract has not been accepted, the Contracting Officer may, withhold from further payment such sum as he considers appropriate, not exceeding ten percent (10%) of the total contract price or amount unless a lesser withholding limit is specified in the Schedule.

(c) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

(i) The following additional paragraph may be added to the clause set forth in (b) above in accordance with § 9.204-1 of this chapter.

( ) *Publication for Sale.* If, within the period designated in the Schedule,<sup>1</sup> but in no event later than twenty-four (24) months after final settlement of this contract, the Contractor publishes for sale any Technical Data which are (i) designated in the Schedule as being subject to this paragraph and (ii) delivered under this contract, and promptly notifies the Contracting Officer of these publications, the Government shall not publish such Data for sale or authorize others so to do. This limitation on the Government's right to publish for sale any such Data so published by the Contractor shall continue as long as the Data are protected by copyright and are reasonably available to the public for purchase. As to all such Data not so published by the Contractor, this paragraph shall be of no force or effect.

(j) *Identification of experimental, developmental or research work.* In accordance with § 9.203(e) of this chapter, to prevent any misinterpretation of the scope of the rights in data provisions of the contract, the following schedule provision may be included in contracts which, in whole or in part, call for experimental, developmental or research work as an element of performance.

CONTRACT SCHEDULE ITEMS REQUIRING EXPERIMENTAL, DEVELOPMENTAL OR RESEARCH WORK (AUGUST 1969)

For purposes of defining, pursuant to Clause \_\_\_\_\_, entitled "Rights in Technical Data," the nature of the work and the scope of rights in data granted to the Government it is understood and agreed that items (list applicable schedule line items or subline items or data exhibit numbers) require the performance of experimental, developmental, or research work. This clause does not constitute a determination as to whether or not any data required to be delivered under this contract falls within the definition of limited rights data.

(k) *Rights in technical data—major systems and subsystems contracts.* In accordance with § 9.202-2(g)(3) of this chapter, the following clause may be inserted.

RIGHTS IN TECHNICAL DATA—MAJOR SYSTEM AND SUBSYSTEM CONTRACTS (NOVEMBER 1971)

The Contractor agrees that he will neither incorporate any provision in his subcontracts nor enter into any agreement, written or oral, either directly or indirectly, with subcontractors which has or may have the effect of prohibiting subcontractor sales directly to the Government of any supplies, like those manufactured or services like those furnished by such subcontractor under this contract or any follow-on production contract, or under any contract for parts or components of supplies furnished under this or any follow-on production contract. The Contractor further agrees that all data, including data in which the Government may not have unlimited rights, furnished or otherwise made available by the Contractor for use by subcontractors in furnishing such supplies or services, will be furnished to such subcontractors without payment to the Contractor of any fee, royalty or other charge by the subcontractors or the Government for use by such subcontractors in furnishing such supplies or services for sale directly to the Government. For the purpose of this paragraph, the term "fee, royalty

or other charge" shall not include within its meaning fees, royalties or charges for reasonable returns on use of patents.

(l) *Identification of technical data.* In accordance with § 9.503 of this chapter, insert the following clause.

IDENTIFICATION OF TECHNICAL DATA (APRIL 1972)

Technical Data (as defined in the "Rights in Technical Data" clause of this contract) delivered under this contract shall be marked with the number of this contract, name of Contractor, and name of any subcontractor who generated the data.

(m) *Deferred ordering of technical data.* In accordance with § 9.502(c) of this chapter, insert the following clause:

DEFERRED ORDERING OF TECHNICAL DATA (APRIL 1972)

In addition to technical data specified elsewhere in this contract to be delivered hereunder, the Government may, at any time during the performance of this contract or within a period of three (3) years after acceptance of all items (other than technical data) to be delivered under this contract or the termination of this contract, order any technical data (as defined in the "Rights in Technical Data" clause of this contract) generated in the performance of this contract or any subcontract hereunder. When such technical data is ordered, the Contractor shall be compensated for converting the data into the prescribed form, for reproduction and delivery. The obligation to deliver such technical data of a subcontractor and pertaining to an item obtained from his shall expire three (3) years after the date the Contractor accepts the last delivery of that item from that subcontractor under this contract. The Government's rights to use said data shall be pursuant to the "Rights in Technical Data" clause of this contract.

(n) *Requirements for data.*

(1) The following clause shall be inserted in all contracts, except as provided in (b) below:

DATA REQUIREMENTS (APRIL 1972)

(a) Data means recorded information, regardless of form or characteristics.

(b) The Contractor is required to deliver only the data items listed on the DD Form 1423 (Contract Data Requirements List) and data items identified in and deliverable under any contract clause of section VII of the Armed Services Procurement Regulation (ASPR) made a part of the contract.

The clause set forth in (a) above need not be included in:

(i) Any contract, of which the aggregate amount involved does not exceed \$10,000 and in any blanket purchase agreement and purchase order utilizing the DD Form 1155; (However, the DD Form 1423 shall be used with orders issued under a basic ordering agreement).

(ii) Any contract awarded to a contractor outside the United States, except those under 6-501;

(iii) Any research or exploratory development contract when reports are the only deliverable item(s) under the contract;

(iv) Any service type contract, when the Contracting Officer determines that the use of the DD Form 1423 (Contract Data Requirements List) is impractical for use with respect to records prepared by a contractor in performing operation and maintenance under the contract;

(v) Any contract under which construction and architectural drawings and speci-

fications are the only deliverable items; or (vi) Any contract for standard commercial items when the only deliverable technical data would be packaged or furnished with such items in accordance with customary trade practices.

(o) *Technical data warranty.*

(1) In accordance with § 1.324-11(a) of this chapter, the following clause may be inserted.

WARRANTY OF TECHNICAL DATA (APRIL 1972)

(a) Technical data, as used in this clause, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or used to define a design or process or to procure, produce, support, maintain, or operate materiel. The data may be graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design type documents; in machine forms such as punched cards, magnetic tape, computer memory printouts; or may be retained in computer memory. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. Technical data does not include financial, administrative, cost and pricing, and management data, or other information incidental to contract administration.

(b) Notwithstanding inspection and acceptance by the Government of technical data furnished under this contract and notwithstanding any provision of this contract concerning the conclusiveness thereof, the Contractor warrants that all technical data delivered under this contract will at the time of delivery conform with the specifications and all other requirements of this contract. The warranty period shall extend for 3 years after completion of the delivery of the line item of data (as identified in the DD Form 1423) of which the data forms a part; or any longer period specified in the contract.

(c) The Contractor agrees to notify the Contracting Officer in writing immediately of any breach of the above warranty which the Contractor discovers within the warranty period.

(d) The following remedies shall apply to all breaches of the above warranty provided that the Government notifies the Contractor of the breach in writing within the warranty period.

(1) Within a reasonable time after the Contracting Officer notifies the Contractor of a breach of warranty, he may:

(i) By written notice, direct the Contractor to correct or replace the nonconforming technical data promptly; or

(ii) If he determines that the Government no longer has a requirement for correction or replacement of the data, or that the data can be more reasonably corrected by the Government, inform the Contractor by written notice that the Government elects a price or fee adjustment in lieu of correction or replacement.

(2) If the Contractor refuses or fails to comply with a direction under (1)(i) above, the Contracting Officer may, within a reasonable time of such refusal or failure:

(1) By contract or otherwise, correct or replace the nonconforming technical data and charge the Contractor the cost occasioned to the Government thereby; or

(ii) Elect a price or fee adjustment in lieu of correction or replacement.

(e) The remedies set forth in this clause represent the exclusive means by which the

<sup>1</sup>The word "Schedule" may be replaced by the words "Task Order," or other appropriate reference.

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rights conferred on the Government by this clause may be enforced.

(i) The provisions of this clause apply anew to that portion of any technical data which is corrected or furnished in replacement under (d) (1) (i) above.

(2) In accordance with § 1.324-11(b) of this chapter, the following provision may be inserted in firm fixed-price contracts as paragraph (d) (3) of the Warranty of Technical Data clause set forth above.

(3) In addition to the remedies specified under (1) and (2) above, the Contractor shall be liable to the Government for all damages sustained by the Government as a result of breach of the warranty specified in this clause; however, the additional liability under this subparagraph (3) shall not exceed 10 percent of the total contract price. If the breach of the warranty specified in (b) of this clause is with respect to data supplied by an equipment subcontractor, the limit of the prime contractor's liability shall be 10 percent of the total subcontract price in the case of a firm fixed-price subcontract, 75 percent of the total subcontract fee in the case of a cost-plus-fixed-fee or cost-plus-award-fee subcontract, or 75 percent of the total subcontract target profit or fee in the case of a fixed-price or cost-plus-incentive-type contract. The additional liability specified in this paragraph (3) shall not apply:

(i) With respect to the requirement under Category E or I of MIL-D-1000: *Provided*, That the data furnished by the Contractor was current, accurate at time of submission and did not involve a significant omission of data necessary to comply with such requirements; or

(ii) With respect to specific defects as to which the Contractor discovers and gives written notice to the Government before the error is discovered by the Government.

(3) In accordance with § 1.324-11(b) of this chapter, the following provision may be inserted in fixed-price-incentive contracts as paragraph (d) (3) of the Warranty of Technical Data clause set forth in paragraph (o) of this section.

(3) In addition to the remedies specified under (d) (1) and (2) above, Contractor shall be liable to the Government for all damages sustained by the Government as a result of breach of the warranty specified in this clause; however, the additional liability under this subparagraph (3) shall not exceed 75 percent of the target profit. If the breach of the warranty specified in (b) of this clause is with respect to data supplied by an equipment subcontractor, the limit of the prime contractor's liability shall be 10 percent of the total subcontract price in the case of a firm fixed-price subcontract, 75 percent of the total subcontract fee in the case of a cost-plus-fixed-fee or cost-plus-award-fee subcontract, or 75 percent of the total subcontract target profit or fee in the case of a fixed-price or cost-plus-incentive-type contract. Damages due the Government under the provisions of this warranty shall not be considered as an allowable cost. The additional liability specified in this paragraph (3) shall not apply:

(i) With respect to the requirement under Category E or I of MIL-D-1000: *Provided*, That the data furnished by the Contractor was current, accurate at time of submission and did not involve a significant omission of data necessary to comply with such requirements; or

(ii) With respect to specific defects as to which the Contractor discovers and gives written notice to the Government before the error is discovered by the Government.

#### § 7.104-23 Subcontracts.

(a) The following clause shall be inserted in all fixed-price type contracts, in accordance with § 23.201 of this chapter.

##### SUBCONTRACTS (APRIL 1972)

(The provisions of this clause do not apply to firm fixed-price and fixed price with escalation contracts. However, the clause does apply to unpriced modifications under such contracts.)

(a) As used in this clause, the term "subcontract" includes purchase orders.

(b) The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract if the Contractor's procurement system has not been approved by the Contracting Officer and if the subcontract:

(i) Is to be a cost-reimbursement, time and materials, or labor-hour contract which it is estimated will involve an amount in excess of ten thousand dollars (\$10,000) including any fee;

(ii) Is proposed to exceed one hundred thousand dollars (\$100,000); or

(iii) Is one of a number of subcontracts, under this contract, with a single subcontractor for the same or related supplies or services which, in the aggregate, are expected to exceed one hundred thousand dollars (\$100,000).

(c) The advance notification required by paragraph (b) above shall include:

(i) A description of the supplies or services to be called for by the subcontract;

(ii) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained;

(iii) The proposed subcontract price, together with the Contractor's cost or price analysis thereof;

(iv) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, when such data and certificates are required by other provisions of this contract to be obtained from the subcontractor;

(v) Identification of the type of subcontract to be used;

(vi) A memorandum of negotiation which sets forth the principal elements of the subcontract price negotiations. A copy of this memorandum shall be retained in the contractor's file for the use of Government reviewing authorities. The memorandum shall be in sufficient detail to reflect the most significant considerations controlling the establishment of initial or revised prices. The memorandum should include an explanation of why cost or pricing data was, or was not required, and, if it was not required in the case of any price negotiation in excess of \$100,000, a statement of the basis for determining that the price resulted from or was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. If cost or pricing data was submitted and a certificate of cost or pricing data was required, the memorandum shall reflect the extent to which reliance was not placed upon the factual cost or pricing data submitted and the extent to which this data was not used by the contractor in determining the total price objective and in negotiating the final price. The memorandum shall also reflect the extent to which it was recognized in the negotiation that any cost or pricing data submitted by the subcontractor was not accurate, complete, or current; the action taken by the contractor and the subcontractor as a result; and the effect, if any, of such defective data on the total

price negotiated. Where the total price negotiated differs significantly from the contractor's total price objective, the memorandum shall explain this difference; and

(vii) When incentives are used, the memorandum of negotiation shall contain an explanation of the incentive fee/profit plan identifying each critical performance element, management decisions used to quantify each incentive element, reasons for incentives on particular performance characteristics, and a brief summary of trade-off possibilities considered as to cost, performance, and time.

(d) The Contractor shall not enter into any subcontract for which advance notification to the Contracting Officer is required by this clause, without the prior written consent of the Contracting Officer: *Provided*, That the Contracting Officer, in his discretion, may ratify in writing any subcontract. Such ratifications shall constitute the consent of the Contracting Officer required by this paragraph.

(e) Neither consent by the Contracting Officer to any subcontract or any provisions thereof nor approval of the Contractor's procurement system shall be construed to be a determination of the acceptability of any subcontract price or of any amount paid under any subcontract or to relieve the Contractor of any responsibility for performing this contract, unless such approval or consent specifically provides otherwise.

(f) The Contractor agrees that no subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.

(b) Insert the following additional subparagraph to the clause in (a) above in accordance with § 23.201-1(b) (3) of this chapter.

(g) Notwithstanding approval of the procurement system, the Contractor shall not enter into certain subcontracts or classes of subcontracts set forth elsewhere in this contract without the prior written consent of the Contracting Officer (April 1967).

#### § 7.104-24 Government property.

(f) *Short form clause.* Instead of the clause in paragraph (a) of this section, the following short form clause may be used when the Government is to furnish to the contractor Government property having an acquisition cost of \$25,000 or less or when property is furnished to a contractor for use on a Government installation: *Provided* That contract administration is retained by the purchasing office. When, pursuant to the authority in § 13.803 of this chapter, the procuring contracting officer has authorized Government personnel to maintain Government property records, the second sentence of subparagraph (b) of the clause shall be deleted in its entirety when inserting the Property Records clause in paragraph (g) of this section. In overseas contracts, insert the words "United States" before the words "Government furnished" in the clause below.

##### GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (NOVEMBER 1964)

(a) The Government shall deliver to the Contractor, for use only in connection with this contract, the property described in the schedule or specifications (hereinafter referred to as "Government-furnished property"), at the times and locations stated therein. If the Government-furnished prop-

erty, suitable for its intended use, is not so delivered to the Contractor, the Contracting Officer shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this contract pursuant to the procedures of the "Changes" clause hereof.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall maintain adequate property control records of Government-furnished property in accordance with sound industrial practice.

(c) Unless otherwise provided in this contract, the Contractor, upon delivery to him of any Government-furnished property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereto except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of this contract.

(d) The Contractor shall, upon completion of this contract, prepare for shipment, deliver f.o.b. origin, or dispose of all Government-furnished property not consumed in the performance of this contract or not theretofore delivered to the Government, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or paid in such other manner as the Contracting Officer may direct.

#### § 7.104-35 Progress payments.

(a) In accordance with § 163.79-1 of this chapter, insert one of the following clauses:

##### PROGRESS PAYMENT FOR OTHER THAN SMALL BUSINESS CONCERN (JANUARY 1972)

Progress payments shall be made to the Contractor when requested as work progresses, but not more frequently than bi-weekly in amounts approved by the Contracting Officer upon the following terms and conditions:

(a) *Computation of Amounts.* (1) Unless a smaller amount is requested, each progress payment shall be (i) 80 percent of the amount of the Contractor's total costs which shall include only those recorded costs which result, at the time of the request, from payment made by cash, check, interdivisional notices of payments, or other form of actual payment for items or services purchased directly for the contract, together with (when the Contractor is not delinquent in payment of costs of contract performance in the ordinary course of business) costs incurred, but not necessarily paid, for materials which have been issued from the Contractor's stores inventory and placed in the production process for use on the contract, for direct labor, for direct travel, for other direct inhouse costs, and for properly allocated and allowable indirect costs, all as shown by records maintained by the Contractor for purposes of obtaining payment under Government contracts plus (ii) the amount of progress payments which have been paid to Contractor's subcontractors and other divisions as provided in (j) below; all less the sum of previous progress payments.

(2) The Contractor's total costs ((a)(1)) shall be reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices. However, such costs shall not include (i) any costs incurred by subcontractors or suppliers, or (ii) any payments or amounts payable to subcontractors or suppliers, except for completed work (including partial deliveries) to which the Contractor has acquired title and except for amounts

paid or payable under cost-reimbursement or time and material subcontracts for work to which the Contractor has acquired title, or (iii) costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(3) The amount of unliquidated progress payments shall not exceed the lesser of (i) 80 percent of the costs mentioned in (a) (1)(i) above, plus any unliquidated progress payments mentioned in item (a) (1)(ii) above, both of which are applicable only to the supplies and services not yet delivered and invoiced to and accepted by the Government, or (ii) 80 percent of the total contract price of supplies and services not yet delivered and invoiced to and accepted by the Government, less unliquidated advance payments.

(4) The aggregate amount of progress payments made shall not exceed 80 percent of the total contract price.

(5) If at any time a progress payment or the unliquidated progress payments exceed the amount permitted by this paragraph (a), the Contractor shall pay the amount of such excess to the Government upon demand.

(b) *Liquidation.* Except as provided in the clause entitled "Termination for Convenience of the Government," all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress, the amount of unliquidated progress payments, or 80 percent<sup>2</sup> of the gross amount invoiced, whichever is less. Repayment to the Government required by a retrospective price reduction will be made after calculating liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to the alternate rate when deemed appropriate for proper contract financing.

(c) *Reduction or Suspension.* The Contracting Officer may reduce or suspend progress payments, or liquidate them at a rate higher than the percentage stated in (b) above, or both, whenever he finds upon substantial evidence that the Contractor (i) has failed to comply with any material requirement of this contract, (ii) has so failed to make progress, or is in such unsatisfactory financial condition, as to endanger performance of this contract, (iii) has allocated inventory to this contract substantially exceeding reasonable requirements, (iv) is delinquent in payment of the costs of performance of this contract in the ordinary course of business, (v) has so failed to make progress that the unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract, or (vi) is realizing less profit than the estimated profit used for establishing a liquidation percentage in paragraph (b), if that liquidation percentage is less than the percentage stated in paragraph (a)(1).

(d) *Title.* Immediately, upon the date of this contract, title to all parts; materials; inventories; work in process; special tooling as defined in the clause of this contract entitled "Special Tooling"; special test equipment and other special tooling to which the Government is to acquire title pursuant to any other provision of this contract; nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids title to which is not obtained as special tooling pursuant to this paragraph; and

drawings and technical data (to the extent delivery thereof to the Government is required by other provisions of this contract); theretofore acquired or produced by the Contractor and allocated or properly chargeable to this contract under sound and generally accepted accounting principles and practices shall forthwith vest in the Government; and title to all like property thereafter acquired or produced by the Contractor and allocated or properly chargeable to this contract as aforesaid shall forthwith vest in the Government upon said acquisition, production or allocation. Notwithstanding that title to property is in the Government through the operation of this clause, the handling and disposition of such property shall be determined by the applicable provisions of this contract such as: the Default clause and paragraph (h) of this clause; Termination for Convenience of the Government clause; and the Special Tooling clause. Current production scrap may be sold by the Contractor without approval of the Contracting Officer and the proceeds shall be credited against the costs of contract performance. With the consent of the Contracting Officer and on terms approved by him, the Contractor may acquire or dispose of property to which title is vested in the Government pursuant to this clause, and in that event, the costs allocable to the property so transferred from this contract shall be eliminated from the costs of contract performance and the Contractor shall repay to the Government (by cash or credit memorandum) an amount equal to the unliquidated progress payments allocable to the property so transferred. Upon completion of performance of all the obligations of the Contractor under this contract, including liquidation of all progress payments hereunder, title to all property (or the proceeds thereof) which had not been delivered to, and accepted by the Government under this contract or which had not been incorporated in supplies delivered to and accepted by the Government under this contract and to which title has vested in the Government under this clause shall vest in the Contractor. The provisions of this contract referring to or defining liability for Government-furnished property shall not apply to property to which the Government shall have acquired title solely by virtue of the provisions of this clause.

(e) *Risk of Loss.* Except to the extent that the Government shall have otherwise expressly assumed the risk of loss of property, title to which vests in the Government pursuant to this clause, in the event of the loss, theft or destruction of or damage to any such property before its delivery to and acceptance by the Government, the Contractor shall bear the risk of loss and shall repay the Government an amount equal to the unliquidated progress payments based on costs allocable to such lost, stolen, destroyed or damaged property.

(f) *Control of Costs and Property.* The contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) *Reports—Access to Records.* Insofar as pertinent to the administration of this clause, the Contractor will (1) furnish promptly such relevant reports, certificates, financial statements, and other information as may be reasonably requested by the Contracting Officer, and (ii) give the Government reasonable opportunity to examine and verify his books, records and accounts.

(h) *Special Provisions Regarding Default.* If this contract is terminated pursuant to the clause entitled "Default," (i) the Contractor shall, upon demand, pay to the Government the amount of unliquidated progress payments and (ii) with respect to all property

<sup>2</sup> For lower percentages for this paragraph (b) and for (a) (3)(ii) and (4), see § 163.81-2 of this chapter.

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as to which the Government elects not to require delivery under the clause entitled "Default," title shall vest in the Contractor upon full liquidation of progress payments, and the Government shall be liable for no payment except as provided by the "Default" clause.

(1) *Reservations of Rights.* The rights and remedies of the Government provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this contract. No payment, or vesting of title pursuant to this clause, shall excuse the Contractor from performance of his obligations under this contract, nor constitute a waiver of any of the rights and remedies of the parties under this contract. No delay or failure of the Government in exercising any right, power or privilege under this clause shall affect any such right, power or privilege, nor shall any single or partial exercise thereof preclude or impair any further exercise thereof or the exercise of any other right, power or privilege of the Government.

(j) *Progress Payments to Subcontractors.* (1) The amounts mentioned in item (a) (1) (ii) above shall be all progress payments paid by the Contractor to his subcontractors or other divisions and remaining unliquidated when under subcontracts or interdivisional orders which conform to (2) below.

(2) Subcontractors or interdivisional orders on which progress payments to subcontractors or other divisions may be included in the base for progress payments pursuant to paragraph (a) of this clause are limited to those subcontracts in which there is expected to be a long "lead time," between the beginning of work and the first delivery, approximating four months or more for small business concerns and 6 months or more for firms which are not small business concerns, and in which the provisions regarding progress payments (1) are substantially similar to and as favorable to the Government as this "Progress Payment" clause, no more favorable to the subcontractor or the other division than this clause is to the Contractor and on a basis of not more than 80 percent of total costs (except that in the case of those subcontractors which are small business concerns a "Progress Payment" clause substantially similar to E-510.2 may be used); and (ii) make all rights of the subcontractor with respect to all property to which the Government has title under the subcontract subordinate to the rights of the Government to require delivery of such property to it in the event of default by the Contractor under this contract or in the event of the bankruptcy or insolvency of the subcontractor.

(3) The Government agrees that any proceeds received by it from property to which it has acquired title by virtue of such provisions in any subcontract shall be applied to reduce the amount of unliquidated progress payments made by the Government to the Contractor under this contract. In the event the Contractor fully liquidates such progress payments made by the Government to him hereunder and there are progress payments to any subcontractors which are unliquidated, the Contractor shall be subrogated to all the Government's rights by virtue of such provisions in the subcontract or subcontracts involved as if all such rights had been thereupon assigned and transferred to the Contractor.

(4) To facilitate small business participation in subcontracting under this contract, the Contractor agrees to offer and provide progress payments to those subcontractors which are small business concerns, in conformity with the standards for customary progress payments stated in paragraph 503 of Appendix E of the Armed Services Procure-

ment Regulation, as in effect on the date of this contract. The Contractor further agrees that the need for such progress payments will not be considered as a handicap or adverse factor in the award of subcontracts.

(b) *Progress payment clause for small business concerns:*

PROGRESS PAYMENT FOR SMALL BUSINESS CONCERN (JANUARY 1972)

Progress payments shall be made to the Contractor as work progresses, from time to time upon request, in amounts approved by the Contracting Officer upon the following terms and conditions:

(a) *Computation of Amounts.* (1) Unless a smaller amount is requested, each progress payment shall be (i) 85 percent of the amount of the Contractor's total costs incurred under this contract plus (ii) the amount of progress payments to subcontractors as provided in (j) below; all less the sum of previous progress payments.

(2) The Contractor's total costs ((a) (1) (i)) shall be reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices. However, such costs shall not include (i) any costs incurred by subcontractors or suppliers, or (ii) any payments or amounts payable to subcontractors or suppliers, except for completed work (including partial deliveries) to which the Contractor has acquired title and except for amounts paid or payable under cost-reimbursement or time and material subcontracts for work to which the Contractor has acquired title, or (iii) costs ordinarily capitalized and subject to depreciation or amortization except for the depreciated or amortized portion of such costs.

(3) The amount of unliquidated progress payments shall not exceed the lesser of (i) 85 percent of the costs mentioned in (a) (1) (i) above, plus any unliquidated progress payments mentioned in item (a) (1) (ii) above, both of which are applicable only to the supplies and services not yet delivered and invoiced to and accepted by the Government, or (ii) 85 percent of the total contract price of supplies and services not yet delivered and invoiced to and accepted by the Government, less unliquidated advance payments.

(4) The aggregate amount of progress payments made shall not exceed 85 percent of the total contract price.

(5) If at any time a progress payment or the unliquidated progress payments exceed the amount permitted by this paragraph (a), the Contractor shall pay the amount of such excess to the Government upon demand.

(b) *Liquidation.* Except as provided in the clause entitled "Termination for Convenience of the Government," all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress, the amount of unliquidated progress payments, or 85 percent<sup>\*</sup> of the gross amount invoiced, whichever is less. Repayment to the Government required by a retroactive price reduction will be made after calculating liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly.

(c) *Reduction or Suspension.* The Contracting Officer may reduce or suspend progress payments, or liquidate them at a rate higher than the percentage stated in (b) above, or both, whenever he finds upon substantial evidence that the Contractor (i) has failed to comply with any material require-

ment of this contract, (ii) has so failed to make progress, or is in such unsatisfactory financial condition, as to endanger performance of this contract, (iii) has allocated inventory to this contract substantially exceeding reasonable requirements, (iv) is delinquent in payment of the costs of performance of this contract in the ordinary course of business, (v) has so failed to make progress that the unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract, or (vi) is realizing less profit than the estimated profit used for establishing a liquidation percentage in paragraph (b), if that liquidation percentage is less than the percentage stated in paragraph (a) (1).

(d) *Title.* Immediately, upon the date of this contract, title to all parts; materials; inventories; work in process; special tooling as defined in this clause of this contract entitled "Special Tooling"; special test equipment and other special tooling to which the Government is to acquire title pursuant to any other provision of this contract; nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids title to which is not obtained as special tooling pursuant to this paragraph; and drawings and technical data (to the extent delivery thereof to the Government is required by other provisions of this contract); theretofore acquired or produced by the Contractor and allocated or properly chargeable to this contract under sound and generally accepted accounting principles and practices shall forthwith vest in the Government; and title to all like property thereafter acquired or produced by the Contractor and allocated or properly chargeable to this contract as aforesaid shall forthwith vest in the Government upon said acquisition, production or allocation. Notwithstanding that title to property is in the Government through the operation of this clause, the handling and disposition of such property shall be determined by the applicable provisions of this contract such as: the Default clause and paragraph (h) of this clause; Termination for Convenience of the Government clause; and the Special Tooling clause. Current production scrap may be sold by the Contractor without approval of the Contracting Officer and the proceeds shall be credited against the costs of contract performance. With the consent of the Contracting Officer and on terms approved by him, the Contractor may acquire or dispose of property to which title is vested in the Government pursuant to this clause, and in that event, the costs allocable to the property so transferred from this contract shall be eliminated from the costs of contract performance and the Contractor shall repay to the Government (by cash or credit memorandum) an amount equal to the unliquidated progress payments allocable to the property so transferred. Upon completion of performance of all the obligations of the Contractor under this contract, including liquidation of all progress payments hereunder, title to all property (or the proceeds thereof) which had not been delivered to, and accepted by the Government under this contract or which had not been incorporated in supplies delivered to and accepted by the Government under this contract and to which title has vested in the Government under this clause shall vest in the Contractor. The provisions of this contract referring to or defining liability for Government-furnished property shall not apply to property to which the Government shall have acquired title solely by virtue of the provisions of this clause.

\* For lower percentages for this paragraph (b) and for (a) (3) (ii) and (4), see § 163.81-2 of this chapter.

(e) *Risk of Loss.* Except to the extent that the Government shall have otherwise expressly assumed the risk of loss of property, title to which vests in the Government pursuant to this clause, in the event of the loss, theft or destruction of or damage to any such property before its delivery to and acceptance by the Government, the Contractor shall bear the risk of loss and shall repay the Government an amount equal to the unliquidated progress payments based on costs allocable to such lost, stolen, destroyed or damaged property.

(f) *Control of Costs and Property.* The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) *Reports—Access to Records.* Insofar as pertinent to the administration of this clause, the Contractor will (i) furnish promptly such relevant reports, certificates, financial statements, and other information as may be reasonably requested by the Contracting Officer, and (ii) give the Government reasonable opportunity to examine and verify his books, records and accounts.

(h) *Special Provisions Regarding Default.* If this contract is terminated pursuant to the clause entitled "Default," (i) the Contractor shall, upon demand, pay to the Government the amount of unliquidated progress payments and (ii) with respect to all property as to which the Government elects not to require delivery under the clause entitled "Default," title shall vest in the Contractor upon full liquidation of progress payments, and the Government shall be liable for no payment except as provided by the "Default" clause.

(i) *Reservations of Rights.* The rights and remedies of the Government provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this contract. No payment, or vesting of title pursuant to this clause, shall excuse the Contractor from performance of his obligations under this contract, nor constitute a waiver of any of the rights and remedies of the parties under this contract. No delay or failure of the Government in exercising any right, power or privilege under this clause shall affect any such right, power or privilege, nor shall any single or partial exercise thereof preclude or impair any further exercise thereof or the exercise of any other right, power or privilege of the Government.

(j) *Progress Payments to Subcontractors.* (1) The amount mentioned in item (a)(1) (ii) above shall be the sum of (i) all the progress payments made by the Contractor to his subcontractors and remaining unliquidated, and (ii) unpaid billings for progress payments to subcontractors which have been approved for current payment in the ordinary course of business, when under subcontracts which conform to (2) below.

(2) Subcontracts on which progress payments to subcontractors may be included in the base for progress payments pursuant to paragraph (a) of this clause are limited to those subcontracts in which there is expected to be a long "lead time," between the beginning of work and the first delivery, approximating 4 months or more for small business concerns and 6 months or more for firms which are not small business concerns, and in which the provisions regarding progress payments (i) are substantially similar to and as favorable to the Government as this "Progress Payments" clause, no more favorable to the subcontractor than this clause is to the Contractor and on a basis of not more than 85 percent of total costs (except that for those subcontractors that are not small business concerns a "Progress Payments" clause substantially similar to E-510.1 will be used with a percentage of not more than 80

percent, and (ii) make all rights of the subcontractor with respect to all property to which the Government has title under the subcontract subordinate to the rights of the Government to require delivery of such property to it in the event of default by the Contractor under this contract or in the event of the bankruptcy or insolvency of the subcontractor.

(3) The Government agrees that any proceeds received by it from property to which it has acquired title by virtue of such provisions in any subcontract shall be applied to reduce the amount of unliquidated progress payments made by the Government to the Contractor under this contract. In the event the Contractor fully liquidates such progress payments made by the Government to him hereunder and there are progress payments to any subcontractors which are unliquidated, the Contractor shall be subrogated to all the Government's rights by virtue of such provisions in the subcontract or subcontracts involved as if all such rights had been theretofore assigned and transferred to the Contractor.

(4) The billings described in (j)(1)(ii) above shall be paid promptly by the Contractor in the ordinary course of business, not later than a reasonable time after payment of equivalent amounts by the Government to the Contractor.

(5) To facilitate small business participation in subcontracting under this contract, the Contractor agrees to offer and provide progress payments to those subcontractors which are small business concerns, in conformity with the standards for customary progress payments stated in paragraph 503 of Appendix E of the Armed Services Procurement Regulation, as in effect on the date of this contract. The Contractor further agrees that the need for such progress payments will not be considered as a handicap or adverse factor in the award of subcontracts.

#### § 7.104-74 Shipments to ports.

Clearance and documentation requirements. In accordance with § 19.213-2, of this chapter, insert the clause set forth below.

#### SHIPMENTS TO PORTS—CLEARANCE AND DOCUMENTATION REQUIREMENTS (APRIL 1972)

(a) All shipments to water or air ports for transhipment to overseas destinations are subject to the following, unless clearance and documentation requirements have been expressly delegated to the Contractor.

(b) At least ten (10) days prior to shipping cargo to a water port, the Contractor shall obtain an Export Release from the Government transportation office for:

(i) Each shipment weighing 10,000 pounds or more, and

(ii) Each shipment weighing less than 10,000 pounds, if the cargo either:

(A) Is classified Top Secret, Secret, or Confidential,

(B) Will require exclusive use of a motor vehicle,

(C) Will occupy full visible capacity of a railway car or motor vehicle,

(D) Is less than a carload or truckload, but will be tendered as a carload or truckload,

(E) Is to be shipped to an ammunition unloading port for water shipment; or

(iii) Each shipment weighing less than 10,000 pounds if the cargo consists of:

(A) Narcotics,

(B) Perishable biological material,

(C) Vehicles to be offered for driveway service,

(D) Explosives, or other dangerous articles classified as A, B, or C explosives.

(E) Poisons, classes A, B, or C, or

(F) Radioactive material, as defined in Title 49, Code of Federal Regulations, Parts 170-189.

(c) The contractor is cautioned not to order railway cars or motor vehicles for loading until an Export Release has been received.

(d) If the Contracting Officer directs delivery within a shorter period than ten (10) days, the Contractor shall advise the transportation office of the date on which the cargo will be ready for shipment.

(e) At least five (5) days prior to shipping cargo to either a water port or an air port (regardless of the weight, security classification, or the commodity description) the Contractor shall provide the Government transportation office the information shown in (f) below to permit preparation of a Transportation Control and Movement Document (TCMD).

(f) When applying for the Export release in (b) above or when providing information for preparation of the TCMD (e) above, the Contractor shall furnish:

(i) The proposed date or dates of shipment,

(ii) Number and type of containers,

(iii) Gross weight and cube of the shipment,

(iv) Number of cars or trucks which will be involved, and

(v) The Transportation Control Number(s) (TCN) as required for marking under MIL-STD-129.

(vi) Proper shipping name as specified in Title 46, Code of Federal Regulations, Subparts 146.04-146.05, for all items classified as dangerous substances as required for marking under MIL-STD-129.

(g) All movement documents (Government or commercial bills of lading or other delivery documents) shall be annotated by the Contractor with:

(i) The Transportation Control Number, Consignee Code, and Transportation Priority for each shipment unit.

(ii) Export Release Number and valid shipping period, if stated. (If expired, the Contractor shall request a renewal.)

(h) All annotations on the movement documents shall be made in the "Description of Articles" space except, on Government bills of lading the Export Release number and shipping period shall be entered in the space entitled "Traffic Control No."

#### § 7.104-82 Payment of interest on contractors' claims.

In accordance with § 1.333 of this chapter, insert the following clause:

#### PAYMENT OF INTEREST ON CONTRACTORS' CLAIMS (FEBRUARY 1972)

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes clause of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate of six percent (6%) per annum from the date the Contractor furnishes to the Contracting Officer his written appeal pursuant to the Disputes clause of this contract, to the date of (i) a final judgment by a court of competent jurisdiction, or (ii) mailing to the Contractor of a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a Board of Contract Appeals.

(b) Notwithstanding (a) above, (i) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal; and (ii) interest shall not be

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paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a Board of Contract Appeals or a court of competent jurisdiction.

## § 7.105-8 [Revoked]

## § 7.203-4 Allowable cost, fee, and payment.

(a) \* \* \*

## ALLOWABLE COST, FIXED FEE, AND PAYMENT (JANUARY 1972)

(b) Payments shall be made to the Contractor when requested as work progresses, but not more frequently than biweekly, in amounts approved by the Contracting Officer. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as such representative may require, an invoice or public voucher supported by a statement of cost for the performance of this contract and claimed to constitute allowable cost. For this purpose, the term costs shall include only those recorded costs which result, at the time of the request for reimbursement, from payment by cash, check, interdivisional notices of payments, or other form of actual payment for items or services purchased directly for the contract, together with (when the Contractor is not delinquent in payment of costs of contract performance in the ordinary course of business) costs incurred, but not necessarily paid, for materials which have been issued from the Contractor's stores inventory and placed in the production process for use on the contract, for direct labor, for direct travel, for other direct inhouse costs, and for properly allocated and allowable indirect costs, as is shown by records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts plus the amount of progress payments which have been paid to Contractor's subcontractors under similar cost standards. The restriction on payment more frequently than bi-weekly and the requirement of prior payment for items or services purchased directly for the contract shall not apply where the Contractor is a small business concern.

(b) \* \* \*

## ALLOWABLE COST, INCENTIVE FEE, AND PAYMENT (JANUARY 1972)

(b) Payments shall be made to the Contractor when requested as work progresses, but not more frequently than biweekly, in amounts approved by the Contracting Officer. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as such representative may require, an invoice or public voucher supported by a statement of cost for the performance of this contract and claimed to constitute allowable cost. For this purpose, the term costs shall include only those recorded costs which result, at the time of the request for reimbursement, from payment by cash, check, interdivisional notices of payments, or other form of actual payment for items or services purchased directly for the contract, together with (when the Contractor is not delinquent in payment of costs of contract performance in the ordinary course of business) costs incurred, but not necessarily paid, for materials which have been issued from the Contractor's stores inventory and placed in the production process for use on the contract, for direct labor, for direct travel, for other direct inhouse costs, and for properly allocated and allowable indi-

rect costs, as is shown by records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts plus the amount of progress payments which have been paid to Contractor's subcontractors under similar cost standards. The restriction on payment more frequently than bi-weekly and the requirement of prior payment for items or services purchased directly for the contract shall not apply where the Contractor is a small business concern.

## \* \* \* \* \* § 7.203-8 Subcontracts.

(a) In accordance with § 23.201-2 of this chapter, and subject to the instructions in paragraph (b) of this section, insert the following clause.

## SUBCONTRACTS (APRIL 1972)

(a) The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract which (i) is cost-reimbursement type, time and materials or labor-hour, or (ii) is fixed-price type and exceeds in dollar amount either \$25,000 or five percent (5%) of the total estimated cost of this contract, or (iii) provides for the fabrication, purchase, rental, installation, or other acquisition of special test equipment having a value in excess of \$1,000 or of any items of industrial facilities.

(b) \* \* \*

(6) A memorandum of negotiation which sets forth the principal elements of the subcontract price negotiations. A copy of this memorandum shall be retained in the contractor's file for the use of Government reviewing authorities. The memorandum shall be in sufficient detail to reflect the most significant considerations controlling the establishment of initial or revised prices. The memorandum should include an explanation of why cost or pricing data was, or was not required, and, if it was not required in the case of any price negotiation in excess of \$100,000, a statement of the basis for determining that the price resulted from or was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. If cost or pricing data was submitted and a certificate of cost or pricing data was required, the memorandum shall reflect the extent to which reliance was not placed upon the factual cost or pricing data submitted and the extent to which this data was not used by the contractor in determining the total price objective and in negotiating the final price. The memorandum shall also reflect the extent to which it was recognized in the negotiation that any cost or pricing data submitted by the subcontractor was not accurate, complete, or current; the action taken by the contractor and the subcontractor as a result; and the effect, if any, of such defective data on the total price negotiated. Where the total price negotiated differs significantly from the Contractor's total price objective, the memorandum shall explain this difference; and

(7) When incentives are used, the memorandum of negotiation shall contain an explanation of the incentive fee/profit plan identifying each critical performance element, personal judgments used to quantify each incentive element, reasons for incentives on particular performance characteristics, and a brief summary of trade-off possibilities considered as to cost, performance, and time.

(g) Notwithstanding (c) above, the Contractor may enter into subcontracts within (i) and (ii) of (a) above without the con-

sent of the Contracting Officer if the Contracting Officer has approved in writing the Contractor's procurement system and the subcontract is within the scope of the approval. (This subparagraph (g) however, shall not be applicable to those subcontracts subject to subparagraph (j) below, if any.)

(b) Insert the following additional subparagraph to the clause in paragraph (a) of this section in accordance with § 23.201-2(d) of this chapter.

(j) Notwithstanding approval of the procurement system, the Contractor shall not enter into certain subcontracts or classes of subcontracts set forth elsewhere in this contract without the prior written consent of the Contracting Officer. (April 1967)

## \* \* \* \* \* § 7.203-32 Listing of employment openings for veterans.

In accordance with § 12.1102-2, of this chapter insert the clause set forth in § 7.103-27.

## § 7.204-9 Rights in data.

In accordance with § 7.104-9 insert the appropriate clause, or clauses, set forth therein.

## § 7.204-52 Payment of interest on contractors' claims.

In accordance with § 1.333, of this chapter insert the clause set forth in § 7.104-82.

## § 7.205-7 [Revoked]

## § 7.302-24 [Revoked]

## § 7.302-30 Listing of employment openings for veterans.

In accordance with § 12.1102-2 of this chapter, insert the clause set forth in § 7.103-27.

## § 7.303-23 Progress payments.

In accordance with § 163.79 of this chapter, insert one of the clauses in § 7.104-35.

## § 7.303-44 Care of laboratory animals.

In compliance with law and in furtherance of the Department of Defense policy that all aspects of investigative programs involving the use of experimental or laboratory animals be humanely conducted in accordance with recognized principles, the following clause shall be included in all contracts awarded in the United States, its possessions, and Puerto Rico, which may involve the use of such animals.

## CARE OF LABORATORY ANIMALS (APRIL 1972)

(a) Before undertaking performance of any contract involving the use of laboratory animals, the Contractor shall register with the Secretary of Agriculture of the United States in accordance with section 6, Public Law 89-544, Laboratory Animal Welfare Act, August 24, 1966, as amended by Public Law 91-579, Animal Welfare Act of 1970, December 24, 1970. The Contractor shall furnish evidence of such registration to the contracting officer.

(b) The Contractor shall acquire animals used in research and development programs from a dealer licensed by the Secretary of Agriculture, or from exempted sources in accordance with the Public Laws enumerated in (a) above.

(c) In the care of any live animals used or intended for use in the performance of this contract the Contractor shall adhere to the principles enunciated in the "Guide for Laboratory Animal Facilities and Care" prepared by the Institute of Laboratory Animal Resources, National Academy of Sciences—National Research Council, and in the U.S. Department of Agriculture's regulations and standards issued under the Public Laws enumerated in (a) above. In case of conflict between standards, the higher standard shall be used. Contractor reports on portions of the contract in which animals were used shall contain a certificate stating that the animals were cared for in accordance with the principles enunciated in the Guide for Laboratory Animal Facilities and Care prepared by the Institute of Laboratory Animal Resources, NAS-NRC, and/or in the regulations and standards as promulgated by the Agricultural Research Service, USDA, pursuant to the Laboratory Animal Welfare Act of August 24, 1966, as amended (Public Law 89-544 and Public Law 95-579).

Note: The Contractor may request registration of his facility and a current listing of licensed dealers from the Veterinarian in Charge, Animal Health Division, USDA, in the capitol city of the State in which his research facility is located. (In Florida, the office of the Veterinarian in Charge is in Jacksonville.)

**§ 7.303-53 Payment of interest on contractor's claims.**

In accordance with § 1.333 of this chapter, insert the clause set forth in § 7.104-82.

**§ 7.303-54 Rights in data.**

In accordance with § 7.104-9 insert the appropriate clause, or clauses, set forth therein.

**§ 7.304-8 [Revoked]**

**§ 7.304-9 [Revoked]**

8. In § 7.402-8 paragraphs (a) and (b) are revised; § 7.402-23 is revoked; §§ 7.402-34, 7.403-48, and 7.403-49 are added; §§ 7.404-8 and 7.404-9 are revoked; § 7.503-11 is added; § 7.504-2 is revised; § 7.504-12 is added; § 7.602-23 is revised; § 7.602-37 is amended; § 7.602-49 is added; § 7.603-42 is revised; §§ 7.603-51 and 7.603-52 are added; §§ 7.604-5, 7.604-6, 7.606-19, and 7.606-20 are revoked; § 7.606-21 is added; §§ 7.607 through 7.607-22 are revised; §§ 7.607-23 through 7.607-29 are revoked; § 7.608 is amended; §§ 7.608-4 through 7.608-17 are added; § 7.702-29 is amended; § 7.702-53 is added; § 7.705-1 is revised; in § 7.705-5 the title of the clause is amended and subparagraph (b)(ii) of the clause is amended; § 7.705-27 is added; § 7.802-4 is revised; in § 7.901-6 the title of the clause is amended and subparagraphs (b) (1) and (2) are revised; § 7.901-29 is added; § 7.902-9 is revised; § 7.902-16 is revoked; § 7.902-34 is added; § 7.1501-3 is revoked; § 7.1501-4 is revised; §§ 7.1701-19, 7.1702-17, 7.1902-21, and 7.1902-22 are added; 7.1903-8 is revised; §§ 7.1903-47 and 7.1909-27 are added; § 7.1910-10 is revised; and § 7.1910-35 is added, as follows:

**§ 7.402-8 Subcontracts.**

(a) In accordance with the requirements in § 23.201-2 of this chapter, and

subject to the instructions in paragraphs (b) and (c) of this section, insert the following clause.

**SUBCONTRACTS (APRIL 1972)**

(a) The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract which (i) is cost-reimbursement type, time and materials, or labor-hour, or (ii) is fixed-price type and exceeds in dollar amount either \$25,000 or five percent (5%) of the total estimated cost of this contract, (iii) provides for the fabrication, purchase, rental, installation, or other acquisition of special test equipment having a value in excess of \$1,000 or of any items of industrial facilities; or (iv) has experimental, developmental, or research work as one of its purposes.

(b) In the case of a proposed subcontract which (i) is cost-reimbursement, time and materials, or labor-hour which would involve an estimated amount in excess of \$10,000, including any fee, (ii) is proposed to exceed \$100,000, or (iii) is one of a number of subcontracts under this contract with a single subcontractor for the same or related supplies or services which, in the aggregate are expected to exceed \$100,000, the advance notification required by (a) above shall include:

(1) A description of the supplies or services to be called for by the subcontract;

(2) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition obtained;

(3) The proposed subcontract price, together with the Contractor's cost or price analysis thereof;

(4) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data when such data and certificate are required by other provisions of this contract to be obtained from the subcontractor;

(5) Identification of the type of subcontract to be used;

(6) A memorandum of negotiation which sets forth the principal elements of the subcontract price negotiations. A copy of this memorandum shall be retained in the Contractor's file for the use of Government reviewing authorities. The memorandum shall be in sufficient detail to reflect the most significant considerations controlling the establishment of initial or revised prices. The memorandum should include an explanation of why cost or pricing data was, or was not required, and, if it was not required in the case of any price negotiation in excess of \$100,000, a statement of the basis for determining that the price resulted from or was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. If cost or pricing data was submitted and a certificate of cost or pricing data was required, the memorandum shall reflect the extent to which reliance was not placed upon the factual cost or pricing data submitted and the extent to which this data was not used by the Contractor in determining the total price objective and in negotiating the final price. The memorandum shall also reflect the extent to which it was recognized in the negotiation that any cost or pricing data submitted by the subcontractor was not accurate, complete, or current; the action taken by the Contractor and the subcontractor as a result; and the effect, if any, of such defective data on the total price negotiated. Where the total price negotiated differs significantly from the Contractor's total price objective, the memorandum shall explain this difference; and

(7) When incentives are used, the memorandum of negotiation shall contain an explanation of the incentive fee/profit plan identifying each critical performance element, personal judgments used to quantify each incentive element, reasons for incentives on particular performance characteristics, and a brief summary of trade-off possibilities considered as to cost, performance, and time.

(c) The Contractor shall obtain the written consent of the Contracting Officer prior to placing any subcontract for which advance notification is required under (a) above. The Contracting Officer may, in his discretion, ratify in writing any such subcontract; such action shall constitute the consent of the Contracting Officer as required by this paragraph (c).

(d) The Contractor agrees that no subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.

(e) The Contracting Officer may, in his discretion, specifically approve in writing any of the provisions of a subcontract. However, such approval or the consent of the Contracting Officer obtained as required by this clause shall not be construed to constitute a determination of the allowability of any cost under this contract, unless such approval specifically provides that it constitutes a determination of the allowability of such cost.

(f) The Contractor shall give the Contracting Officer immediate notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any subcontractor or vendor which in the opinion of the Contractor, may result in litigation, related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(g) Notwithstanding (c) above, the Contractor may enter into subcontracts within (1) and (ii) of (a) above, without the consent of the Contracting Officer, if the Contracting Officer has approved in writing the Contractor's procurement system and the subcontract is within the scope of such approval. (This subparagraph (g) however, shall not be applicable to those subcontracts subject to subparagraph (j) below, if any.)

(h) The Contractor shall (i) insert in each price redetermination or incentive price revision subcontract hereunder the substance of the "Limitation on Payments" paragraph set forth in the appropriate clause prescribed by paragraph 7-108 of the Armed Services Procurement Regulation, including subparagraph (4) thereof, modified to omit mention of the Government and reflect the position of the Contractor as purchaser and of the subcontractor as vendor, and to omit that portion of subparagraph (3) thereof relating to tax credits, and (ii) include in each cost-reimbursement type subcontract hereunder a requirement that each price redetermination and incentive price revision subcontract thereunder will contain the substance of the "Limitation on Payments" provision, including subparagraph (4) thereof, modified as outlined in (i) above.

(i) To facilitate small business participation in subcontracting under this contract, the Contractor agrees to provide progress payments on the fixed-price types of subcontracts of those subcontractors which are small business concerns, in conformity with the standards for customary progress payments stated in paragraphs 503 and 514 of Appendix E of the Armed Services Procurement Regulation, as in effect on the date of this contract. The Contractor further agrees that the need for such progress payments will not be considered as a handicap or adverse factor in the award of subcontracts.

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(b) Insert the following additional subparagraph to the clause in paragraph (a) of this section, in accordance with § 23.201-2(d) of this chapter.

(j) Notwithstanding approval of the procurement system, the Contractor shall not enter into certain subcontracts or classes of subcontracts set forth elsewhere in this contract without the prior written consent of the Contracting Officer. (April 1967)

\* \* \* \* \*  
§ 7.402-23 [Revoked]

§ 7.402-34 Listing of employment openings for veterans.

In accordance with § 12.1102-2 of this chapter insert the clause set forth in § 7.103-27.

§ 7.403-48 Payment of interest on contractors' claims.

In accordance with § 1.333 of this chapter, insert the clause set forth in § 7.104-82.

§ 7.403-49 Rights in data.

In accordance with § 7.104-9 insert the appropriate clause, or clauses, set forth therein.

§ 7.404-8 [Revoked]

§ 7.404-9 [Revoked]

§ 7.503-11 Listing of employment openings for veterans.

In accordance with § 12.1102-2 of this chapter, insert the clause set forth in § 7.103-27.

§ 7.504-2 Rights in data.

In accordance with § 7.104-9 insert the appropriate clause, or clauses, set forth therein.

§ 7.504-12 Payment of interest on contractors' claims.

In accordance with § 1.333 of this chapter, insert the clause set forth in § 7.104-82.

§ 7.602-23 Labor standards provisions.

(a) In accordance with § 18.703 of this chapter, insert the following clauses.

(1) *Davis-Bacon Act.*

DAVIS-BACON ACT (40 U.S.C. 276 a to a-7) (FEBRUARY 1972)

(a) All mechanics and laborers employed or working directly upon the site of the work shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Copeland Regulations (29 CFR, Part 3)), the full amounts due at time of payment computed at wage rates not less than the aggregate of the basic hourly rates and the rates of payments, contributions, or costs for any fringe benefits contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and such laborers and mechanics. A copy of such wage determination decision shall be kept posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers.

(b) The Contractor may discharge his obligation under this clause to workers in any

classification for which the wage determination decision contains:

(1) Only a basic hourly rate of pay, by making payment at not less than such basic hourly rate, except as otherwise provided in the Copeland Regulations (29 CFR, Part 3); or

(2) Both a basic hourly rate of pay and fringe benefits payments, by making payment in cash, by irrevocably making contributions pursuant to a fund, plan, or program for, and/or by assuming an enforceable commitment to bear the cost of, bona fide fringe benefits contemplated by the Davis-Bacon Act, or by any combination thereof. Contributions made, or costs assumed, on other than a weekly basis shall be considered as having been constructively made or assumed, during a weekly period to the extent that they apply to such period. Where a fringe benefit is expressed in a wage determination in any manner other than as an hourly rate and the Contractor pays a cash equivalent or provides an alternative fringe benefit, he shall furnish information with his payrolls showing how he determined that the cost incurred to make the cash payment or to provide the alternative fringe benefit is equal to the cost of the wage determination fringe benefit. In any case where the Contractor provides a fringe benefit different from any contained in the wage determination, he shall similarly show how he arrived at the hourly rate shown therefor. In the event of disagreement between or among the interested parties as to an equivalent of any fringe benefit, the Contracting Officer shall submit the question, together with his recommendation, to the Secretary of Labor for final determination.

(c) The assumption of an enforceable commitment to bear the cost of fringe benefits, or the provision of any fringe benefits not expressly listed in section 1(b)(2) of the Davis-Bacon Act or in the wage determination decision forming a part of the contract, may be considered as payment of wages only with the approval of the Secretary of Labor pursuant to a written request by the Contractor. The Secretary of Labor may require the Contractor to set aside assets, in a separate account, to meet his obligations under any unfunded plan or program.

(d) The Contracting Officer shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination decision and which is to be employed under the contract shall be classified or reclassified conformably to the wage determination decision and shall report the action taken to the Secretary of Labor. If the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers or mechanics, including apprentices and trainees, to be used, the Contracting Officer shall submit the question, together with his recommendation, to the Secretary of Labor for final determination.

(e) In the event it is found by the Contracting Officer that any laborer or mechanic employed by the Contractor or any subcontractor directly on the site of the work covered by this contract has been or is being paid at a rate of wages less than the rate of wages required by paragraph (a) of this clause, the Contracting Officer may (i) by written notice to the Government Prime Contractor terminate his right to proceed with the work, or such part of the work as to which there has been a failure to pay said required wages, and (ii) prosecute the work to completion by contract or otherwise, whereupon such Contractor and his sureties shall be liable to the Government for any excess costs occasioned the Government thereby.

(f) Paragraphs (a) through (e) of the clause shall apply to this contract to the extent that it is (i) a prime contract with the Government subject to the Davis-Bacon Act or (ii) a subcontract also subject to the Davis-Bacon Act under such prime contract.

(2) *Contract Work Hours and Safety Standards Act—overtime compensation.*

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (40 U.S.C. 327-330) (FEBRUARY 1972)

(a) The Contractor shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this contract to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek, whichever is the greater number of overtime hours. The "basic rate of pay," as used in this clause, shall be the amount paid per hour, exclusive of the Contractor's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination, whichever is greater.

(b) In the event of any violation of the provisions of paragraph (a), the Contractor shall be liable to any affected employee for any amounts due, and to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight (8) hours or in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by paragraph (a).

(3) *Apprentices and trainees.*

APPRENTICES AND TRAINEES (FEBRUARY 1972)

(a) Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the aforesaid Bureau of Apprenticeship and Training. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subparagraph (b) of this clause, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor shall furnish written evidence of the registration of his program and apprentices as well as of the ratios allowed and the wage rates required to be paid thereunder for the area of construction, prior to using any apprentices in the contract work. "Apprentice" means a person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bu-

reau, or a person in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Council to be eligible for probationary employment as an apprentice.

(b) Trainees shall be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training. "Trainee" means a person receiving on-the-job training in a construction occupation under a program which is approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and which is reviewed from time to time by the Manpower Administration to insure that the training meets adequate standards.

(c) The Contractor shall make a diligent effort to hire for performance of work under this contract a number of apprentices or trainees, or both, in each occupation, which bears to the average number of the journeymen in that occupation to be employed in the performance of the contract the applicable ratio as set forth in paragraph (c)(6) of this clause.

(1) The Contractor shall assure that twenty-five percent (25%) of such apprentices or trainees in each occupation are in their first year of training, where feasible. Feasibility here involves a consideration of (i) the availability of training opportunities for first year apprentices, (ii) the hazardous nature of the work for beginning workers and (iii) excessive unemployment of apprentices in their second and subsequent years of training.

(2) The Contractor shall, during the performance of the contract, to the greatest extent possible, employ the number of apprentices or trainees necessary to meet currently the requirements of paragraphs (c) and (c)(1) of this clause.

(3) The Contractor shall maintain records of employment on this contract by trade of the number of apprentices and trainees, apprentices and trainees in first year of training, and of journeymen, and the wages paid and hours of work of such apprentices, trainees and journeymen. In addition, the Contractor who claims compliance based on the criterion set forth in paragraph (4)(ii) of this clause shall maintain such records of employment on all his construction work in the same labor market area, both public and private, during the performance of this contract.

(4) The Contractor will be deemed to have made a "diligent effort" as required by paragraph (c) if during the performance of this contract, he accomplishes at least one of the following three objectives: (i) The Contractor employs under this contract a number of apprentices and trainees by craft, at least equal to the ratios established in accordance with paragraph (6) if this clause, or (ii) the Contractor employs, on all his construction work, both public and private, in the same labor market area, an average number of apprentices and trainees by craft at least equal to the ratios established in accordance with paragraph (6) of this clause, or (iii) the Contractor (A) if covered by a collective bargaining agreement, before commencement of any work on the project, has given written notice to all joint apprenticeship committees, the local U.S. Employment Security Office, local chapter of the Urban League, Workers Defense League, or other local organizations concerned with minority employment, and the Bureau of Apprenticeship and Training Representatives, U.S. Department of Labor

for the locality of the work; (B) if not covered by a collective bargaining agreement, has given written notice to all of the groups stated above, except joint apprenticeship committees, and will in addition notify all non-joint apprenticeship sponsors in the labor market area; (C) has employed all qualified applicants referred to him through normal channels (such as the Employment Service, the Joint Apprenticeship Committees, and where applicable, minority organizations and apprentice outreach programs who have been delegated this function) at least up to the number of such apprentices and trainees required by paragraph (6) of this clause; (D) notice, as referred to herein, will include at least the Contractor's name and address, job site address, value of the contract, expected starting and completion dates, the estimated average number of employees in each occupation to be employed over the duration of the contract work, and a statement of his willingness to employ a number of apprentices and trainees at least equal to the ratios established in accordance with paragraph (6) of this clause. A copy of this notice shall be furnished to the Contracting Officer upon request.

(5) The Contractor shall supply, to the Contracting Officer, and to the Secretary of Labor, a report at three month intervals during performance of the contract and after completion of contract performance a statement describing steps taken toward making a diligent effort and containing a breakdown by craft, of hours worked and wages paid for first year apprentices and trainees, other apprentices and trainees, and journeymen.

(6) The applicable ratios of apprentices and trainees to journeymen in any occupation for the purpose of this clause shall be as follows: (i) In any occupation the applicable ratio of apprentices and trainees to journeymen shall be equal to the predominant ratio for the occupation in the area where the construction is being undertaken, set forth in collective bargaining agreements, or other employment agreements, and available through the Bureau of Apprenticeship and Training Representative, U.S. Department of Labor for the locality of the work. (ii) For any occupation for which no ratio is found, the ratio of apprentices and trainees to journeymen shall be determined by the Contractor in accordance with the recommendations set forth in the Standards of the National Joint Apprentice Committee for the occupation, which are on file at offices of the U.S. Department of Labor's Bureau of Apprenticeship and Training. (iii) For any occupation for which no such recommendations are found, the ratio of apprentices and trainees to journeymen shall be at least one apprentice or trainee for every five journeymen.

Note: Paragraphs (a) and (b) of this clause apply to contracts in excess of \$2,000; in addition, paragraph (c) applies to contracts in excess of \$10,000.

#### (4) Payrolls and basic records.

##### PAYROLLS AND BASIC RECORDS (JUNE 1969)

(a) The Contractor shall maintain payrolls and basic records relating thereto during the course of the work and shall preserve them for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Contractor has obtained approval from the Secretary of Labor as pro-

vided in paragraph (c) of the clause entitled "Davis-Bacon Act," he shall maintain records which show the commitment, its approval, written communication of the plan or program to the laborers or mechanics affected, and the costs anticipated or incurred under the plan or program.

(b) The Contractor shall submit weekly a copy of all payrolls to the Contracting Officer. The Government Prime Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The copy shall be accompanied by a statement signed by the Contractor indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor, and that the classifications set forth for each laborer or mechanic conform with the work he performed. Weekly submission of the "Statement of Compliance" required under this contract and the Copeland Regulations of the Secretary of Labor (29 CFR, Part 3) shall satisfy the requirement for submission of the above statement. The Contractor shall submit also a copy of any approval by the Secretary of Labor with respect to fringe benefits which is required by paragraph (c) of the clause entitled "Davis-Bacon Act."

(c) The Contractor shall make the records required under this clause available for inspection by authorized representatives of the Contracting Officer and the Department of Labor, and shall permit such representatives to interview employees during working hours on the job.

#### (5) Compliance With Copeland Regulations.

##### COMPLIANCE WITH COPELAND REGULATIONS (JUNE 1964)

The Contractor shall comply with the Copeland Regulations of the Secretary of Labor (29 CFR, Part 3) which are incorporated herein by reference.

#### (6) Withholding of funds.

##### WITHHOLDING OF FUNDS (FEBRUARY 1972)

(a) The Contracting Officer may withhold or cause to be withheld from the Government Prime Contractor so much of the accrued payments or advances as may be considered necessary (i) to pay laborers and mechanics, including apprentices and trainees, employed by the Contractor or any subcontractor on the work the full amount of wages required by the contract, and (ii) to satisfy any liability of any Contractor for liquidated damages under the clause hereof entitled "Contract Work Hours and Safety Standards Act—Overtime Compensation."

(b) If any Contractor fails to pay any laborer or mechanic including any apprentice or trainee employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Government Prime Contractor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

#### (7) Subcontracts.

##### SUBCONTRACTS (FEBRUARY 1972)

The Contractor agrees to insert the clauses hereof entitled "Davis-Bacon Act," "Contract Work Hours and Safety Standards Act—Overtime Compensation," "Apprentices and Trainees," "Payrolls and Basic Records," "Compliance with Copeland Regulations," "Withholding of Funds," "Subcontracts," and "Contract Termination—Debarment" in all subcontracts. The term "Contractor" as used in such clauses in any subcontract shall be

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deemed to refer to the subcontractor except in the phrase "Government Prime Contractor."

(8) *Contract termination—debarment.*

CONTRACT TERMINATION—DEBARMENT (APRIL 1972)

A breach of the clauses hereof entitled "Davis-Bacon Act," "Contract Work Hours and Safety Standards Act—Overtime Compensation," "Apprentices and Trainees," "Payrolls and Basic Records," "Compliance With Copeland Regulations," "Withholding of Funds," and "Subcontracts" may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

(b) In the case of construction contracts with a State or political subdivision thereof, in accordance with § 18-703-3 of this chapter, preface the clauses required by paragraph (a) of this section with the following provision.

The Contractor agrees to comply with the requirements of the Contract Work Hours Standards Act and to insert the following clauses in all subcontracts hereunder with private persons or firms.

§ 7.602-37 Subcontractors.

SUBCONTRACTORS (FEBRUARY 1972)

Within 7 days after the award of any subcontractor either by himself or a subcontractor, the Contractor shall deliver to the Contracting Officer a statement setting forth the name and address of the subcontractor and a summary description of the work subcontracted. The Contractor shall at the same time furnish a statement signed by the subcontractor acknowledging the inclusion in his subcontract of the clauses of this contract entitled "Equal Opportunity," "Davis-Bacon Act," "Contract Work Hours and Safety Standards Act—Overtime Compensation," "Apprentices and Trainees," "Payrolls and Basic Records," "Compliance with Copeland Regulations," "Withholding of Funds," "Subcontracts," and "Contract Termination Debarment." Nothing contained in this contract shall create any contractual relation between the subcontractor and the Government.

§ 7.602-49 Listing of employment openings for veterans.

In accordance with § 12.1102-2 of this chapter insert the clause set forth in § 7.103-27.

§ 7.603-42 Architectural designs and data—Government rights.

(a) In accordance with § 18.910-1(a), of this chapter insert one of the following clauses, if appropriate.

(1) *Government rights (unlimited).*

GOVERNMENT RIGHTS (UNLIMITED)  
(APRIL 1972)

The Government shall have unlimited rights, for the benefit of the Government, in all drawings, designs, specifications, notes and other work developed in the performance of this contract, including the right to use same on any other Government work without additional cost to the Government; and with respect thereto the Contractor agrees to and does hereby grant to the Government a royalty-free license to all such data which he may cover by copyright and to all designs as to which he may assert any rights or establish any claim under the design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish and to provide access

to the originals or copies of all such materials on the request of the Contracting Officer.

(2) *Drawings and other data to become property of Government.*

DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT (APRIL 1972)

All designs, drawings, specifications, notes, and other work developed in the performance of this contract shall be and remain the sole property of the Government and may be used on any other work without additional compensation to the Contractor. With respect thereto, the Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The Contractor for a period of 3 years after completion of the project agrees to furnish and provide access to all retained materials on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all such materials beyond such period.

(b) In accordance with §§ 18.910-2 and 18.910-3, of this chapter insert the appropriate clause or clauses in § 7.104-9.

§ 7.603-51 Payment of interest on contractors' claims.

In accordance with § 1.333 of this chapter, insert the clause set forth in § 7.104-82.

§ 7.603-52 Rights in data.

In accordance with § 7.104-9 insert the appropriate clause, or clauses, set forth therein.

§ 7.604-5 [Revoked]

§ 7.604-6 [Revoked]

§ 7.606-19 [Revoked]

§ 7.606-20 [Revoked]

§ 7.606-21 Payment of interest on contractors' claims.

In accordance with § 1.333 of this chapter, insert the clause set forth in § 7.104-82.

§ 7.607 Required clauses for fixed-price architect-engineer contracts.

The following clauses shall be inserted in all fixed-price architect-engineer contracts:

§ 7.607-1 Definitions.

DEFINITIONS (APRIL 1972)

(a) The term "head of the agency" or "Secretary" as used herein means the Secretary, or any other head of the executive or military department or other Federal agency; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the head of the agency or the Secretary.

(b) The term "Contracting Officer" as used herein means the person executing this contract on behalf of the Government and includes a duly appointed successor or authorized representative.

§ 7.607-2 Responsibility of the architect-engineer.

RESPONSIBILITY OF THE ARCHITECT-ENGINEER (APRIL 1972)

(a) The Architect-Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all de-

signs, drawings, specifications, and other services furnished by the Architect-Engineer under this contract. The Architect-Engineer shall, without additional compensation, correct or revise any errors or deficiencies in his designs, drawings, specifications, and other services.

(b) Neither the Government's review, approval or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Architect-Engineer shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Architect-Engineer's negligent performance of any of the services furnished under this contract.

(c) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

§ 7.607-3 Changes.

CHANGES (APRIL 1972)

(a) The Contracting Officer may, at any time, by written order, make changes within the general scope of the contract in the services to be performed. If such changes cause an increase or decrease in the Architect-Engineer's cost of, or time required for, performance of any services under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Architect-Engineer for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Architect-Engineer of the notification of change unless the Contracting Officer grants a further period of time before the date of final payment under the contract.

(b) No services for which an additional cost or fee will be charged by the Architect-Engineer shall be furnished without the prior written authorization of the Contracting Officer.

§ 7.607-4 Termination.

TERMINATION (APRIL 1972)

(a) The Contracting Officer may, by written notice to the Architect-Engineer, terminate this contract in whole or in part at any time, either for the Government's convenience or because of the failure of the Architect-Engineer to fulfill his contract obligations. Upon receipt of such notice, the Architect-Engineer shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Architect-Engineer in performing this contract, whether completed or in process.

(b) If the termination is for convenience of the Government, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

(c) If the termination is due to the failure of the Architect-Engineer to fulfill his contract obligations, the Government may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Architect-Engineer shall be liable to the Government for any additional cost occasioned to the Government thereby.

(d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the Architect-Engineer had not so failed, the termination shall be deemed to have been effected for the con-

venience of the Government. In such event, adjustment in the contract price shall be made as provided in paragraph (b) of this clause.

(e) The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### § 7.607-5 Disputes.

(a) Except as provided in paragraph (b) of this section, insert the following clause:

DISPUTES (APRIL 1972)

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Architect-Engineer. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Architect-Engineer mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged: *Provided, however,* That any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Architect-Engineer shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Architect-Engineer shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This Disputes clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph (a) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

In accordance with departmental procedures, the foregoing clause may be modified to provide for intermediate appeal in overseas areas. The decision shall, if mailed, be sent by certified mail, return receipt requested.

(b) In procurement to be performed outside the United States, its possessions and Puerto Rico, where it is anticipated that the architect-engineer will be a foreign firm, one of the clauses provided for in § 7.103-12(b) will be inserted in accordance with the instructions therein, substituting "Architect-Engineer" for "Contractor."

(c) The form in which the contracting officer shall notify the architect-engineer of his decision under the Disputes Clause, is set forth in § 1.314 of this chapter.

#### § 7.607-6 Assignment of claims.

ASSIGNMENT OF CLAIMS (APRIL 1972)

(a) Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this contract provides for payments aggregating \$1,000 or

more, claims for moneys due or to become due the Architect-Engineer from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Unless otherwise provided in this contract, payments to assignee of any moneys due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or setoff. (The preceding sentence applies only if this contract is made in time of war or national emergency as defined in said Act; and is with the Department of Defense, the General Services Administration, the Atomic Energy Commission, the National Aeronautics and Space Administration, the Federal Aviation Administration, or any other department or agency of the United States designated by the President pursuant to Clause 4 of the proviso of section 1 of the Assignment of Claims Act of 1940, as amended by the Act of May 15, 1951, 65 Stat. 41.)

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential," be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same. However, a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the Contracting Officer.

#### § 7.607-7 Architectural designs and data—Government rights.

(a) Except as provided in paragraph (b) of this section, insert the following clause:

GOVERNMENT RIGHTS (UNLIMITED)  
(APRIL 1972)

The Government shall have unlimited rights, for the benefit of the Government, in all drawings, designs, specifications, notes and other work developed in the performance of this contract, including the right to use same on any other Government work without additional cost to the Government; and with respect thereto the Architect-Engineer agrees to and does hereby grant to the Government a royalty-free license to all such data which he may cover by copyright and to all designs as to which he may assert any rights or establish any claim under the design patent or copyright laws. The Architect-Engineer for a period of three (3) years after completion of the project agrees to furnish and to provide access to the originals or copies of all such materials on the request of the Contracting Officer.

(b) When, in accordance with § 18.910-1(a)(1) of this chapter, it is desired to acquire exclusive control of data pertaining to design, the unlimited rights clause in paragraph (a) of this section shall be deleted from Standard Form 253 and the following clause substituted therefor:

DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT (APRIL 1972)

All designs, drawings, specifications, notes, and other work developed in the performance of this contract shall be and remain the sole

property of the Government and may be used on any other work without additional compensation to the Architect-Engineer. With respect thereto, the Architect-Engineer agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The Architect-Engineer for a period of 3 years after completion of the project agrees to furnish and provide access to all retained materials on the request of the Contracting Officer. Unless otherwise provided in this contract, the Architect-Engineer shall have the right to retain copies of all such materials beyond such period.

#### § 7.607-8 Examination of records by Comptroller General.

Insert the clause in § 7.104-15 substituting "Architect-Engineer" for "Contractor." Where Standard Form 253 is used, it will be necessary to delete Clause 8 and insert the clause in § 7.104-15 under the "Alterations" clause of the contract.

#### § 7.607-9 Covenant against contingent fees.

COVENANT AGAINST CONTINGENT FEES  
(APRIL 1972)

The Architect-Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this contract 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 Architect-Engineer for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### § 7.607-10 Officials not to benefit.

OFFICIALS NOT TO BENEFIT (APRIL 1972)

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.

#### § 7.607-11 Contract Work Hours and Safety Standards Act—overtime compensation.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (APRIL 1972)

This contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

(a) Overtime requirements. No Architect-Engineer or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such work-

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week, whichever is the greater number of overtime hours.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions of paragraph (a), the Architect-Engineer and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Architect-Engineer and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard work-week of 40 hours without payment of the overtime wages required by paragraph (a).

(c) Withholding for unpaid wages and liquidating damages. The Contracting Officer may withhold from the Architect-Engineer, from any moneys payable on account of work performed by the Architect-Engineer or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Architect-Engineer or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

(d) Subcontracts. The Architect-Engineer shall insert paragraphs (a) through (d) of this clause and the preamble in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

(e) Records. The Architect-Engineer shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for 3 years from the completion of the contract.

#### § 7.607-12 Convict labor.

##### CONVICT LABOR (APRIL 1972)

In connection with the performance of work under this contract, the Architect-Engineer agrees not to employ any person undergoing sentence of imprisonment at hard labor.

#### § 7.607-13 Equal opportunity clause.

##### EQUAL OPPORTUNITY (APRIL 1972)

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Architect-Engineer agrees as follows:

(a) The Architect-Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Architect-Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action 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 Architect-Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Architect-Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Architect-Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Architect-Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Architect-Engineer's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Architect-Engineer will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Architect-Engineer will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Architect-Engineer's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Architect-Engineer may be declared ineligible for further Government contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Architect-Engineer will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Architect-Engineer will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event the Architect-Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Architect-Engineer may request the United States to enter into such litigation to protect the interests of the United States.

#### § 7.607-14 Method of payment.

##### METHOD OF PAYMENT (APRIL 1972)

(a) Estimates shall be made monthly of the amount and value of the work and services performed by the Architect-Engineer under this contract, such estimates to be prepared by the Architect-Engineer and accompanied by such supporting data as may be required by the Contracting Officer.

(b) Upon approval of such estimate by the Contracting Officer payment upon properly certified vouchers shall be made to the Architect-Engineer as soon as practicable of 90% of the amount as determined above, less all previous payments: *Provided, however,* That if the Contracting Officer determines that the work is substantially complete and that the amount of retained percentages is in excess of the amount considered by him to be adequate for the protection of the Government, he may at his discretion release to the Architect-Engineer such excess amount.

(c) Upon satisfactory completion by the Architect-Engineer and acceptance by the Contracting Officer of the work done by the Architect-Engineer in accordance with the "Statement of Architect-Engineer Services" (Appendix A of the contract), the Architect-Engineer will be paid the unpaid balance of any money due for work under said statement, including retained percentages relating to this portion of the work. In the event that the Government exercises the option under Title II of this Contract, progress payments as provided for in (a) and (b) above will be made for this portion of the contract work.

(d) Upon satisfactory completion of the construction work and its final acceptance, the Architect-Engineer shall be paid the unpaid balance of any money due hereunder. Prior to such final payment under the contract, or prior to settlement upon termination of the contract, and as a condition precedent thereto, the Architect-Engineer shall execute and deliver to the Contracting Officer a release of all claims against the Government arising under or by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Architect-Engineer from the operation of the release in stated amounts to be set forth therein.

#### § 7.607-15 Contracting officer's decisions.

##### CONTRACTING OFFICER'S DECISIONS (JANUARY 1965)

The extent and character of the work to be done by the Architect-Engineer shall be subject to the general supervision, direction, control and approval of the Contracting Officer.

#### § 7.607-16 Subcontractors and outside associates and consultants.

##### SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (JANUARY 1965)

Any subcontractors and outside associates or consultants required by the Architect-Engineer in connection with the services covered by the contract will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Any substitution in such subcontractors, associates, or consultants will be subject to the prior approval of the Contracting Officer.

#### § 7.607-17 Renegotiation.

In accordance with § 7.103-13, insert the appropriate clause set forth therein, substituting "Architect-Engineer" for "Contractor."

#### § 7.607-18 Gratuities.

In accordance with § 7.104-16, insert the clause set forth therein, substituting "Architect-Engineer" for "Contractor."

#### § 7.607-19 Interest.

In accordance with § 163.118 of this chapter, insert the clause set forth in § 7.104-39, substituting "Architect-Engineer" for "Contractor."

#### § 7.607-20 Composition of architect-engineer.

##### COMPOSITION OF ARCHITECT-ENGINEER (APRIL 1972)

If the Architect-Engineer hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

**§ 7.607-21 Pricing of adjustments.**

Insert the clause set forth in § 7.103-26.

**§ 7.607-22 Audit by Department of Defense.**

In accordance with § 7.104-41(a), insert the clause set forth therein, substituting "Architect-Engineer" for "Contractor."

**§ 7.607-23 through 7.607-29 [Revolved]****§ 7.608 Clauses to be used when applicable for fixed-price Architect-Engineer contracts.****§ 7.608-4 Payment of interest on contractors' claims.**

In accordance with § 1.333 of this chapter, insert the clause set forth in § 7.104-82.

**§ 7.608-5 Option for supervision and inspection services.**

The following clause may be included in any fixed-price architect-engineer contract if supervision and inspection services by the architect-engineer during construction are contemplated. The details of such services must be set out in Appendix A of the contract.

**OPTION FOR SUPERVISION AND INSPECTION SERVICES (APRIL 1972)**

At any time prior to six (6) months after satisfactory completion and acceptance of the work to be furnished hereunder, the Government at its option, may direct, by a written order, the Architect-Engineer to perform any part or all of the supervision and inspection services provided under Appendix A. Upon receipt of such direction, the Architect-Engineer shall proceed with such work and services.

**§ 7.608-6 Requirements for registration of designers.**

The following clause shall be inserted in fixed-price architect-engineer contracts, except that it may be omitted from any contract (a) where the design is to be performed outside the United States, its possessions, or Puerto Rico, or (b) where the design is to be performed in a State or possession which does not have registration requirements for the particular field involved:

**REQUIREMENTS FOR REGISTRATION OF DESIGNERS (APRIL 1972)**

The design of architectural, structural, mechanical, electrical, civil or other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular professional field involved in a State or possession of the United States, in Puerto Rico, or in the District of Columbia.

**§ 7.608-7 Accident prevention.**

Insert the clause set forth in § 7.602-42, except in contracts where no field work is involved.

**§ 7.608-8 Military security requirements.**

In accordance with § 7.104-12, insert the clause set forth therein.

**§ 7.608-9 Price reduction for defective cost or pricing data.**

In accordance with § 7.104-29(a), insert the clause set forth therein.

**§ 7.608-10 Subcontractor cost and pricing data.**

In accordance with § 7.104-42(a), insert the clause set forth therein.

**§ 7.608-11 Identification of expenditures in the United States.**

In accordance with part 6 subpart H of this chapter, insert the clause set forth in § 7.104-58.

**§ 7.608-12 Authorization and consent.**

In accordance with § 18.902-1 and § 18.902-2 of this chapter, insert the appropriate clause set forth in § 9.102 of this chapter.

**§ 7.608-13 Notice and approval of restricted designs.**

In accordance with § 18.905 of this chapter, the clause set forth therein may be inserted.

**§ 7.608-14 Patent rights.**

In accordance with § 18.908(a) of this chapter, insert the appropriate clause in § 9.107 of this chapter.

**§ 7.608-15 Filing of patent applications.**

In accordance with § 9.106 of this chapter, insert the clause set forth therein in every classified contract which covers or is likely to cover classified subject matter.

**§ 7.608-16 Alterations.**

In accordance with § 7.604-1, insert the clause set forth therein.

**§ 7.608-17 Rights in data.**

In accordance with § 7.104-9 insert the appropriate clause, or clauses, set forth therein.

**§ 7.702-29 Military security requirements.**

In accordance with § 7.104-12, insert the clause set forth therein, deleting paragraphs (c) and (d), and substituting the following paragraphs (c) and (d).

(c) If, subsequent to the date of this contract, the security classifications or security requirements under this contract are changed by the Government as provided in this clause, and if such change causes an increase or decrease in the estimated cost of performance of this contract, the estimated cost, to the extent appropriate, shall be subject to an equitable adjustment. Any such equitable adjustment shall be accomplished in the manner set forth in the "Changes" clause in this contract.

(d) The Contractor agrees to insert, in all subcontracts hereunder which involve access to classified information, provisions which shall conform substantially to the language of this clause, including this paragraph (f) but excluding (e) of this clause. The Contractor may insert in any such subcontract, and any such subcontract entered into may contain, in lieu of paragraph (e) of this clause, provisions which permit equitable adjustments to be made in the subcontractor price or in the estimated cost and fixed fee of the subcontract (as appropriate to the type of subcontract involved) on account of changes in security classifications or requirements made under the provisions of this clause subsequent to the date of the subcontract involved (September 1964).

In accordance with § 7.104-29(a), insert the clause set forth therein.

**§ 7.702-53 Listing of employment openings for veterans.**

In accordance with § 12.1102-2 of this chapter, insert the clause set forth in § 7.103-27.

**§ 7.705-1 Rights in data.**

In accordance with § 7.104-9, insert the appropriate clause, or clauses, set forth therein. Particular attention shall be given to obtaining data when data are necessary to the use or disposal of facilities.

**§ 7.705-5 Labor standards for construction work.****LABOR STANDARDS FOR CONSTRUCTION WORK (APRIL 1972)**

(b) \* \* \*  
(ii) "Apprentices and Trainees."

**§ 7.705-27 Payment of interest on contractors' claims.**

In accordance with § 1.333 of this chapter, insert the clause set forth in § 7.104-82.

**§ 7.802-4 Payments clauses for letter contracts.**

(a) *Cost type.* Insert the following clause in all letter contracts contemplating a cost-type contract except letter contracts for conversion, alteration or repair of ships.

**PAYMENTS OF ALLOWABLE COSTS PRIOR TO DEFINITIZATION OF CONTRACT (JANUARY 1972)**

(a) Pending the placing of the definitive contract referred to herein, the Government shall currently reimburse the Contractor for all allowable expenditures made hereunder at the following rates:

(i) One hundred percent (100%) of approved costs representing progress payments to Subcontractors under fixed-price type subcontracts: *Provided*, That payment by the Government to the Contractor shall not exceed eighty percent (80%) of the costs of such Subcontractors subject to the definition of costs contained in (c) below.

(ii) One hundred percent (100%) of approved costs representing cost-reimbursement type subcontracts: *Provided*, That payments by the Government shall not exceed eighty-five percent (85%) of the costs of such Subcontractors subject to the definition of costs contained in (c) below; and

(iii) Eighty-five percent (85%) of all other approved costs subject to the definition of costs contained in (c) below.

(b) For the purpose of determining the amounts payable to the Contractor hereunder, allowable items of cost shall be determined by the Contracting Officer in accordance with the statement of cost principles set forth in Part \_\_\_\_\_ of section XV of the Armed Services Procurement Regulation. In no event shall the total reimbursement made under this paragraph exceed eighty-five percent (85%) of the maximum amount of the Government's liability otherwise set forth in this letter contract.

(c) Payments shall be made to the Contractor when requested as work progresses, but not more frequently than bi-weekly, in amounts approved by the Contracting Officer. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as such representative may require, an invoice or public voucher supported by a state-

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ment of cost incurred by the Contractor in the performance of this contract and claimed to constitute allowable cost. Costs shall include only those recorded costs which result, at the time of the request for reimbursement, from payment by cash, check, interdivisional notices of payments, or other form of actual payment for items or services purchased directly for the contract, together with (when the Contractor is not delinquent in payment of costs of contract performance in the ordinary course of business) costs incurred, but not necessarily paid for materials which have been issued from the Contractor's stores inventory and placed in the production process for use on the contract, for direct labor, for direct travel, for other direct in-house costs, and for properly allocated and allowable indirect costs, as is shown by records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts plus the amount of progress payments which have been paid to Contractor's subcontractors under similar cost standards. The restriction on payment more frequently than biweekly and the requirement of prior payment for items or services purchased directly for the contract shall not apply where the Contractor is a small business concern.

(d) Promptly after receipt of each invoice or voucher and statement of cost, the Government shall, except as otherwise provided in this contract, subject to the provisions of (e) below, make payment thereon as approved by the Contracting Officer.

(e) At any time or times prior to final payment under this contract, the Contracting Officer may have the invoices or vouchers and statements of cost audited. Each payment theretofore made shall be subject to reduction for amounts included in the related invoice or voucher which are found by the Contracting Officer, on the basis of such audit, not to constitute allowable cost. Any payment may be reduced for overpayments, or increased for underpayments, on preceding invoices or vouchers.

(b) *Fixed price type.* When, in accordance with Part 163, Subpart E, of this chapter (see §§ 163.72 and 163.74), payments are to be made under letter contracts contemplating a fixed-price-type contract, insert the clause set forth in § 7.104-35(a) (see §§ 163.84 and 163.79 of this chapter) unless the contract is for construction. The clause may be supplemented as provided in §§ 163.80-6 and 163.85 of this chapter. In construction contracts, insert the clause set forth in paragraph (a) of this section, supplemented by appropriate title, risk or loss and other provisions.

#### § 7.901-6 Payments.

PAYMENTS (JANUARY 1972)

##### (b) Materials and Subcontracts.

(1) Allowable costs of direct materials shall be determined by the Contracting Officer in accordance with part 2, section XV, of the Armed Services Procurement Regulation in effect on the date of this contract. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, General and Administrative expense, allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with part 2, section XV of the Armed Services Procurement Regulation. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or interdivisional notices of payment

or other forms of actual payment has been made for such purchased items or services. Direct materials, as referenced by this clause, are defined as those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of such product.

(2) The cost of subcontracts which are authorized pursuant to the "Subcontracts" clause hereof shall be reimbursable costs hereunder, provided such costs are consistent with subparagraph (3) below. Reimbursable cost in connection with subcontracts shall be limited to the amounts paid to the subcontractor in the same manner as for items and services purchased directly for the contract under subparagraph (2) above. The requirement of payment for reimbursement shall not apply to the Contractor who is a small business concern. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, which costs are included in the hourly rate or rates payable under (a)(1) above.

#### § 7.901-29 Listing of employment openings for veterans.

In accordance with § 12.1102-2 of this chapter, insert the clause set forth in § 7.103-27.

#### § 7.902-9 Rights in data.

In accordance with § 7.104-9, insert the appropriate clause, or clauses, set forth therein.

#### § 7.902-16 [Revoked]

#### § 7.902-34 Payment of interest on contractors' claims.

In accordance with § 1.333 of this chapter, insert the clause set forth in § 7.104-82.

#### § 7.1501-3 [Revoked]

#### § 7.1501-4 Responsibility and liability for damage or injury/insurance.

##### RESPONSIBILITY AND LIABILITY FOR DAMAGE OR INJURY/INSURANCE (APRIL 1972)

(a) The Government shall be responsible for loss or damage to rented vehicles except of (1) normal wear and tear and (2) loss or damage caused by the fault or negligence of the Contractor, his agents or employees. All claims arising under this paragraph (a) shall be submitted to the Contracting Officer.

(b) The Contractor shall be liable and will indemnify and hold harmless the Government, its agents and employees against all actions or claims for all damages to persons or property, including death arising or resulting from the fault, negligence, wrongful act, or wrongful omission of the Contractor, his agents or employees. The Government shall only be responsible for loss or damage to property of third persons, or injury, including death, to such persons in accordance with the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(c) The Contractor warrants that its price includes no cost for insurance or contingency to cover:

(i) Loss or damage to rented vehicles for which the Government is responsible under (a) above; or

(ii) Third party liabilities for which the Government is responsible under (b) above.

(d) At his expense, the Contractor shall maintain insurance for bodily injury and property damage liability covering his own liabilities under (b) above in amounts not less than the following:

Type	Minimum Amount
Public Liability	\$100,000/300,000 (Bodily injury). \$10,000 (Property Damage).

(e) At all times during performance, the Contractor shall maintain with the Contracting Officer a current Certification of Insurance showing at least the insurance required by this clause, and providing for thirty (30) days prior written notice to the Contracting Officer in the event of cancellation or material change in insurance coverage. Insurance provided hereunder shall contain the following provision: "The insurer waives any right of subrogation against the United States of America which may arise by reason of any payment under the certification."

#### § 7.1701-19 Listing of employment openings for veterans.

In accordance with § 12.1102-2 of this chapter, insert the clause set forth in § 7.103-27.

#### § 7.1702-17 Rights in data.

In accordance with § 7.104-9, insert the appropriate clause, or clauses, set forth therein.

#### § 7.1902-21 Listing of employment openings for veterans.

In accordance with § 12.1102-2 of this chapter, insert the clause set forth in § 7.102-27.

#### § 7.1902-22 Pricing of adjustments.

Insert the clause set forth in § 7.103-26.

#### § 7.1903-8 Rights in data.

In accordance with § 7.104-9, insert the appropriate clause, or clauses, set forth therein.

#### § 7.1903-47 Payment of interest on contractors' claims.

In accordance with § 1.333 of this chapter, insert the clause set forth in § 7.104-82.

#### § 7.1909-27 Listing of employment openings for veterans.

In accordance with § 12.1102-2 of this chapter, insert the clause set forth in § 7.103-27.

#### § 7.1910-10 Rights in data.

In accordance with § 7.104-9, insert the appropriate clause, or clauses, set forth therein.

#### § 7.1910-35 Payment of interest on contractors' claims.

In accordance with § 1.333 of this chapter, insert the clause set forth in § 7.104-82.

## PART 8—TERMINATION OF CONTRACTS

9. Section 8.701(c) is revised; § 8.705-3 is revoked; § 8.711 is revised; and in § 8.807 the format letter is amended by adding addressees under "Copies to:" as follows:

#### § 8.701 Termination clause for fixed-price contracts.

(c) The following clause covering terminations for convenience and termi-

nations for default shall be included in all fixed-price architect-engineer contracts:

TERMINATION (APRIL 1972)

(a) The Contracting Officer may, by written notice to the Architect-Engineer, terminate this contract in whole or in part at any time, either for the Government's convenience or because of the failure of the Architect-Engineer to fulfill his contract obligations. Upon receipt of such notice, the Architect-Engineer shall: (1) Immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Architect-Engineer in performing this contract, whether completed or in process.

(b) If the termination is for the convenience of the Government, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

(c) If the termination is due to the failure of the Architect-Engineer to fulfill his contract obligations, the Government may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Architect-Engineer shall be liable to the Government for any additional cost occasioned to the Government thereby.

(d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the Architect-Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Government. In such event, adjustment in the contract price shall be made as provided in paragraph (b) of this clause.

(e) The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

\* \* \* \* \*  
§ 8.705-3 [Revoked]

§ 8.711 Default clause for fixed-price architect-engineer contracts.

The clause set forth in § 8.701(c) governs terminations for default in fixed-price architect-engineer contracts.

§ 8.807 Format for the release of excess funds under terminated contracts.

\* \* \* \* \*  
Copies to:  
Paying Office.  
Accounting and Finance Office.  
Other.

**PART 9—PATENTS, DATA, AND COPYRIGHTS**

10. Section 9.200 is amended; §§ 9.201, 9.202-1(b), 9.202-2, 9.202-3, and 9.203 are revised; §§ 9.207, 9.207-1, and 9.207-2 are revoked; and a new Subpart E is added to this part, as follows:

§ 9.200 Scope of subpart.

This subpart sets forth the Department of Defense policy, implementing instructions, and contract clauses with respect to acquisition of rights in technical and other data and copyrights. It relates only to the acquisition of rights in data and does not establish requirements for data. (See Part 9, Subpart E of this chapter, for information concerning acquisition of data.)

§ 9.201 Definitions.

For the purposes of this subpart, the following terms have the meanings set forth below:

(a) "Data" means recorded information, regardless of form or characteristic.

(b) "Technical data" means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or used to define a design or process or to procure, produce, support, maintain, or operate materiel. The data may be graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design type documents; in machine forms such as punched cards, magnetic tape, computer memory printouts; or may be retained in computer memory. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications and related information. Technical data does not include financial, administrative, cost and pricing, and management data, or other information incidental to contract administration.

(c) "Limited rights" means rights to use, duplicate, or disclose technical data in whole or in part by or for the Government, with the express limitation that such technical data may not be released outside the Government, or used, duplicated, or disclosed, in whole or in part, for manufacture or procurement, except for:

(1) Emergency repair or overhaul work by or for the Government where the item or process concerned is not otherwise reasonably available to enable timely performance of the work; or

(2) Release to a foreign government, as the interests of the United States may require;

*Provided*, That in either case the release of such technical data shall be made subject to the foregoing limitations of this paragraph.

(d) "Unlimited rights" means rights to use, duplicate, or disclose technical data in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so.

§ 9.202-1 Background.

\* \* \* \* \*  
(b) *Contractors' interest in technical data.* Commercial organizations have a valid economic interest in data pertaining to items, components, or processes which they have developed at their own expense. Such data is often closely held because its disclosure to competitors could jeopardize the competitive advantage it was developed to provide. Public disclosure of such technical data can cause serious economic hardship to the originating company.

\* \* \* \* \*  
§ 9.202-2 Policy.

(a) *General.* It is the policy of the Department of Defense to acquire only such technical data rights as are essential to meet Government needs. (See Subpart E of this part, for information concerning acquisition data.)

(b) *Unlimited rights technical data.* Technical data in the following data in the following categories shall be acquired with unlimited rights:

(1) Technical data resulting directly from performance of experimental, developmental, or research work which was specified as an element of performance in a Government contract or subcontract;

(2) Technical data necessary to enable others to manufacture end-items, components and modifications, or to enable them to perform processes, when the end-items, components, modifications or processes have been, or are being, developed under Government contracts or subcontracts in which experimental, developmental or research work was specified as an element of contract performance, except technical data pertaining to items, components or processes developed at private expense;

(3) Technical data prepared or required to be delivered under any Government contract or subcontract and constituting corrections or changes to Government-furnished data;

(4) Technical data pertaining to end-items, components or processes, prepared or required to be delivered under any Government contract or subcontract, for the purpose of identifying sources, size, configuration, mating and attachment characteristics, functional characteristics and performance requirements ("form, fit and function" data, e.g., specification control drawings, catalog sheets, envelope drawings, etc.);

(5) Manuals or instructional materials prepared or required to be delivered under a Government contract or subcontract for installation, operation, maintenance or training purposes; and

(6) Technical data which is in the public domain or has been or is normally furnished without restriction by the contractor or subcontractor.

(c) *Limited rights technical data.* Except as provided in paragraph (b) of this section technical data pertaining to items, components or processes developed at private expense will be acquired with limited rights, provided that the data is identified as limited rights data in accordance with paragraph (b) (2) of the clause in § 9.203(b).

(It should be clearly understood that the above statement of policy is a recital of rights to be acquired in technical data. Neither the foregoing statement of data rights policy, nor its implementing paragraph (b) (1) and (2) of the clause in § 9.203(b), establishes data requirements for a particular contract. It should also be noted that technical data pertaining to items, components or processes developed at private expense may be called for, required, or otherwise furnished under paragraph (b) (1), (3), (4), (5) and (6) of this section and, as such, it will be acquired with unlimited rights. Contract clauses and

## RULES AND REGULATIONS

the schedule establish the form and type of data to be furnished; the categories into which such technical data fall, determine the rights to be obtained by the Government to use or publish such data.)

(d) *Predetermination of rights in technical data.* (1) (i) When the Government needs technical data with unlimited rights, any data which the offeror intends to deliver with limited rights pursuant to paragraph (c) of this section should be identified prior to contract award, if feasible, and an agreement with respect thereto shall be incorporated in the contract. This procedure is called predetermination of rights in technical data.

(ii) The procedure may be initiated by the contracting officer or an offeror during the negotiation of a negotiated contract. In order to be productive, the procedure should apply only to that technical data for which rights may practicably be identified. Although the agreement may also cover technical data to be delivered with unlimited rights, in no case shall the procedure be used to require the contractor to furnish, with unlimited rights, data which he is entitled to furnish with limited rights under the policy in paragraph (c) of this section. The contracting officer shall consult his counsel as fully as possible in determining whether to use the procedure and in connection with the various steps of the procedure.

(2) Any agreements reached shall be incorporated in the schedule of the contract directly or by reference and shall describe specifically the technical data which may be furnished with limited rights pursuant to paragraph (c) of this section. The contracting officer may, however, review the data asserted to be limited rights data to determine whether to invoke the procedures of paragraph (g) of this section to negotiate to purchase unlimited rights in any of the data, or adopt some alternative such as to:

(i) Delete or modify the requirement for the data in which the Government would need unlimited rights if it were ordered, or

(ii) Modify the specifications so as not to require or permit the use of the item, component or process covered by the limited rights data, or

(iii) Include a contractual option to acquire unlimited rights.

(3) When the predetermination of rights in data procedure is to be used, include the following provision in the request for proposals.

PREDETERMINATION OF RIGHTS IN TECHNICAL DATA

(a) The offeror is requested to identify in his proposal which of the below listed data (including data to be furnished in whole or in part by a subcontractor) when delivered, he intends to identify as limited rights data in accordance with paragraph (b) of the "Rights in Technical Data" clause of this solicitation. This identification need not be made as to data which relate to standard commercial items which are manufactured by more than one source of supply.

(The solicitation should list here that technical data or portions thereof with respect to which the Government proposes use of the predetermination procedure. Data

which clearly comes within paragraph (b) (1) of the "Rights in Technical Data" clause and would therefore be acquired with unlimited rights should not be listed.)

(b) Limited rights data may be identified as such, pursuant to (a) above only if it pertains to items, components or processes developed at private expense. Nevertheless, it cannot be so identified if it comes within paragraph (b) (1) of the "Rights in Technical Data" clause. At the request of the Contracting Officer or his representative, the offeror agrees to furnish clear and convincing evidence that the data which will be so identified comes within the definition of limited rights data.

(c) The listing of a data item in paragraph (a) above does not mean that the Government considers such item to come within the definition of limited rights data.

(4) If completion of predetermination proves impracticable before award, or if contractual requirements relating to design or data items are changed during the course of a contract, an appropriate provision shall be included in the contract, requiring the contractor to complete the identification of limited rights with respect to that data listed in the solicitation for which predetermination was proposed, or to identify limited rights data relating to the changed requirements.

(e) *Subcontracts.* It is the policy of the Department of Defense that prime contractors and higher-tier subcontractors shall not use their power to award subcontracts as economic leverage to acquire rights in the technical data of their subcontractors for themselves. Accordingly, a subcontractor who would have the right pursuant to paragraph (c) of this section to furnish technical data with limited rights, may furnish such limited rights data directly to the Government rather than through the prime contractor.

(f) *Specific acquisition of unlimited rights in technical data.* (1) Notwithstanding paragraph (c) of this section or any other provision of this subpart, the Government may acquire unlimited rights in any limited rights technical data by means of negotiation with an individual contractor or subcontractor, or as a part of a competition among several contractors or subcontractors. Such individual negotiation or competition may be conducted either by the Government, or upon Government request by the prime contractor or higher-tier subcontractor. Such unlimited rights in technical data shall be stated in the contract schedule as a separate item and shall be separately priced. Unlimited rights in technical data shall not be acquired under this paragraph unless it is determined after a finding upon a documented record by the head of the procuring activity or his designee that:

(i) There is a clear need for reprocurement of the item, component or process to which the technical data pertains;

(ii) There is no suitable item, component or process of alternate design or availability;

(iii) The item or component can be manufactured or the process performed through the use of such technical data by other competent manufacturers, without the need for additional technical

data which cannot be purchased reasonably or is not readily obtained by other economic means; and

(iv) Anticipated net savings in reprocurement will exceed the acquisition cost of the technical data and rights therein.

(2) The analysis and findings referred to in subparagraph (1) of this paragraph shall specifically identify each item, component or process and the particular technical data therefor which is to be purchased.

(3) When all technical data is to be acquired under any contract with unlimited rights in accordance with the findings of subparagraph (1) of this paragraph, the clause of § 9.203(d) shall be used.

(4) (i) In addition to the acquisition of unlimited rights in data as authorized in subparagraph (1) of this paragraph, there will be situations when it is in the best interests of the Government to acquire from subcontractors repair parts or components by direct sale to the Government.

(ii) The clause set forth in § 7.104-9 (k) of this chapter may be used in contracts for major systems or major subsystems involving estimated program expenditures in excess of \$50 million of RDT&E funds or in excess of \$200 million of production funds. When this clause is used, any compensation the contractor requires for the right the subcontractor will have to use his limited rights data shall be included in the price of the prime contract. Also, the Government shall have the right to purchase such items direct from manufacturing subcontractors without the payment, either directly or by fee or royalty to the prime contractor, or as part of the purchase price, for use of the prime contractor's data.

(iii) For the purpose of applying the foregoing policy, the following definitions shall be utilized: A major system is a composite of equipment, skills, and techniques capable of performing and/or supporting an operational role which required or will require research, development, test and evaluation investment or design, development, test and evaluation investment estimated in excess of \$50 million or total production investment estimated in excess of \$200 million. A major subsystem is a major functional part of a major system (as defined above) which is essential to operational completeness. Examples are: airframe, propulsion, armament, guidance and communication. A major system or major subsystem contractor includes an associate contractor defined as a prime contractor to the Government for developing and/or producing subsystems, equipment, or components meeting specifications prepared by a contractor performing one or more of the functions of systems engineering for a major system (as defined above).

(g) *Notice of certain limited rights.* (1) Whether or not the procedure of paragraph (d) of this section for predetermination of rights in technical data is used, if continuing information is desired under a contract about a contrac-

tor's intention to use in the performance of the contract any item, component, or process for which technical data would be subject to limited rights in accordance with the policy of paragraph (c) of this section, the contractor may be required to advise the contracting officer of this fact promptly (see § 9.203(c)). If possible, the schedule should indicate the specific areas pertaining to which limited rights data is of concern and the notice requirement should be restricted to those areas of concern.

(2) No such advice shall be required as to items, components, or processes for which notice was previously given pursuant to the predetermination procedure in the same contract, or with respect to standard commercial items which are manufactured by more than one source of supply. No contracting officer approval under this clause is necessary for the contractor to use any item, component, or process, identified pursuant to this requirement, in the performance of the contract.

(3) If the contracting officer agrees that under the policy stated in paragraph (c) of this section such technical data would be subject to limited rights, he may then determine whether to invoke the procedure of paragraph (f) of this section, to negotiate for the purchase of unlimited rights in such data or to adopt other suitable alternatives. The contract shall be amended to reflect any changes required by these procedures.

#### § 9.202-3 Procedures.

(a) *Deviations.* Extension of the 6-month period of § 9.202-3(d) (2) shall be processed under the authority of § 1.109-2 of this chapter. Other deviations to this subpart, shall be processed in accordance with the provisions of § 1.109-3 of this chapter.

(b) *Establishing the Government's rights to use technical data.* All technical data specified in a contract or subcontract for delivery thereunder shall be acquired subject to the rights established in the appropriate Rights in Technical Data clauses set forth in this subpart. Except as provided in § 1.1707 of this chapter and Part 18, Subpart I of this chapter, no other clauses, directives, standards, specifications or other implementation shall be included, directly or by reference, to enlarge or diminish such rights. The Government's acceptance of technical data subject to limited rights does not impair any rights in such data to which the Government is otherwise entitled or impair the Government's right to use similar or identical data acquired from other sources.

(c) *Marking of technical data.* Technical data delivered to the Government pursuant to any contract requirement shall be marked with the number of the prime contract, and the name of the contractor and any subcontractor who generated the data. Each piece of data submitted with limited rights shall also be marked with:

- (1) The authorized restrictive legend,
- (2) An indication (for example, by circling, underscoring, or a note) of that

portion of the piece of data to which the legend is applicable, and

(3) An explanation of the indication used to identify limited rights data.

The Government shall include such identifying markings on all reproductions thereof, unless the Government cancels such markings pursuant to subparagraphs (d) (3) and (4) of this section.

(d) *Unmarked or improperly marked technical data.* (1) The Government shall have the right to require the contractor to furnish clear and convincing evidence of the propriety of any restrictive markings used by the contractor on data furnished to the Government under contract.

(2) Technical data received without a restrictive legend shall be deemed to have been furnished with unlimited rights. However, within 6 months after delivery of such data the contractor may request permission to place restrictive markings on such data at his own expense and the Government may so permit if the contractor:

(i) Demonstrates that the omission of the restrictive marking was inadvertent,

(ii) Establishes pursuant to subparagraph (1) of this paragraph that the use of the markings is authorized, and

(iii) Relieves the Government of any liability with respect to such data (see § 9.202-3(a)).

(3) If technical data which the contractor is not authorized by the contract to furnish with limited rights is received with restrictive markings, the data shall be used with limited rights pending written inquiry to the contractor. If no response to an inquiry has been received within 60 days, or if the response fails to substantiate by clear and convincing evidence that the markings were authorized, the cognizant Government personnel shall cancel or ignore such markings, notify the contractor accordingly in writing, and thereafter may use such data with unlimited rights.

(4) If technical data which the contractor is authorized by the contract to furnish with limited rights is received with restrictive markings not in the form prescribed by the contract, the data shall be used with limited rights, and the contractor shall be required by written notice to correct the markings to conform with those specified in the contract. If the contractor fails to so correct the markings within 60 days after notice, Government personnel may correct or cancel the markings, so notify the contractor in writing, and thereafter use the data accordingly.

(e) *Technical data furnished on a restricted basis in support of a proposal.* When the contracting officer contemplates awarding a contract on a solicited or unsolicited proposal which was offered on a restricted basis (see § 3.507 and § 4.106-1 of this chapter), he shall ascertain whether to acquire rights to use all or part of the technical data furnished with the proposal. If such rights are desired, the contracting officer shall negotiate with the offeror in accordance with the policies set forth in this section. If the offeror agrees to furnish the tech-

nical data under the contract, the appropriate clause in § 9.203 shall be inserted in the contract, and the contract shall identify the data to be covered by the clause as provided by Subpart E, of this part.

(f) *Delivery of technical data to foreign governments.* As provided in § 9.201 (b), limited rights include the right of the Government to deliver the technical data to foreign governments as the national interest of the United States may require, subject to the same limitations which the Government accepts for itself. When the Government proposes to make technical data subject to limited rights available for use by a foreign government, it will, to the maximum extent practicable, give reasonable notice thereof to the contractor or subcontractor who generated the technical data and whose name appears thereon.

#### § 9.203 Contract clauses.

(a) *General.* In every contract in which technical data is specified to be delivered, insert the clause in paragraph (b) of this section: *Provided*, That such clause shall not be used in contracts:

(1) When all technical data to be delivered is to be acquired with unlimited rights pursuant to § 9.202-2(f) (1), (2), and (3) in which case the clause in paragraph (d) of this section shall be used;

(2) When existing works are acquired in accordance with § 9.205;

(3) When the clause in § 9.204 is used in accordance with the provisions of § 9.204-2; or

(4) To be performed outside the United States, its territories, possessions, or Puerto Rico, in which case the clause in § 9.206 applies.

In any contract in which the contracting officer desires notification of limited rights in technical data in accordance with § 9.202-2(g) the paragraph in paragraph (c) of this section may be added to the clause in paragraph (b) of this section.

#### (b) Rights in Technical Data Clause.

##### RIGHTS IN TECHNICAL DATA (APRIL 1972)

###### (a) Definitions.

(1) "Technical Data," as used in this clause, means, recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or used to define a design or process or to procure, produce, support, maintain, or operate materiel. The data may be graphic or pictorial delineations in media such as drawings or photographs; test in specifications or related performance or design type documents; in machine forms such as punched cards, magnetic tape, computer memory printouts; or may be retained in computer memory. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. Technical data does not include financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

(2) "Limited Rights" means rights to use, duplicate, or disclose technical data, in whole or in part, by or for the Government, with

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the express limitation that such technical data shall not, without the written permission of the party furnishing such technical data, be (a) released or disclosed in whole or in part outside the Government, (b) used in whole or in part by the Government for manufacture, or (c) used by a party other than the Government, except for:

(i) Emergency repair or overhaul work only, by or for the Government, where the item or process concerned is not otherwise reasonably available to enable timely performance of the work; *Provided*, That the release or disclosure thereof outside the Government shall be made subject to a prohibition against further use, release or disclosure; or

(ii) Release to a foreign government, as the interest of the United States may require, only for information or evaluation within such government or for emergency repair or overhaul work by or for such government under the conditions of (i) above.

(3) "Unlimited Rights" means rights to use, duplicate or disclose technical data, in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) *Government Rights.*

(1) The Government shall have unlimited rights in:

(i) Technical data resulting directly from performance of experimental, developmental or research work which was specified as an element of performance in this or any other Government contract or subcontract;

(ii) Technical data necessary to enable manufacture of end-items, components and modifications, or to enable the performance of processes, when the end-items, components, modifications or processes have been, or are being, developed under this or any other Government contract or subcontract in which experimental, developmental or research work is, or was specified as an element of contract performance, except technical data pertaining to items, components or processes developed at private expense (but see (2)(ii) below);

(iii) Technical data prepared or required to be delivered under this or any other Government contract or subcontract and constituting corrections for changes to Government-furnished data;

(iv) Technical data pertaining to end-items, components, or processes, prepared or required to be delivered under this or any other Government contract or subcontract, for the purpose of identifying sources, size, configuration, mating and attachment characteristics, functional characteristics and performance requirements ("form, fit and function" data, e.g., specification control drawings, catalog sheets, envelope drawings, etc.);

(v) Manuals or instructional materials prepared or required to be delivered under this contract or any subcontract hereunder for installation, operation, maintenance or training purposes;

(vi) Technical data which is in the public domain, or has been or is normally furnished without restriction by the Contractor or subcontractor; and

(vii) Technical data listed or described in an agreement incorporated into the Schedule of this contract, which the parties have predetermined, on the basis of subparagraphs (i) thru (vi) above, and agreed will be furnished with unlimited rights.

(2) The Government shall have limited rights in:

(i) Technical data, listed or described in an agreement incorporated into the Schedule of this contract, which the parties have agreed will be furnished with limited rights; and

(ii) Technical data pertaining to items, components or processes developed at private

expense, other than such data as may be included in the data referred to in (b) (1) (i), (iii), (iv), (v) and (vi);

*Provided*, That only the portion or portions of each piece of data to which limited rights are to be asserted pursuant to (2) (i) and (ii) above are identified (for example, by circling, underscoring, or a note), and that the piece of data is marked with the legend below in which is inserted:

A. The number of the prime contract under which the technical data is to be delivered.

B. The name of the contractor and any subcontractor by whom the technical data was generated, and

C. An explanation of the indication used to identify limited rights data.

LIMITED RIGHTS LEGEND

Contract No. \_\_\_\_\_

Contractor \_\_\_\_\_

Explanation of Limited Rights Data Indication Used \_\_\_\_\_

Those portions of this technical data indicated as limited rights data shall not, without the written permission of the above contractor, be either (a) used, released or disclosed in whole or in part outside the Government, (b) used in whole or in part by the Government for manufacture or (c) used by a party other than the Government, except for: (1) Emergency repair or overhaul work only, by or for the Government, where the item or process concerned is not otherwise reasonably available to enable timely performance of the work, provided that the release or disclosure hereof outside the Government shall be made subject to a prohibition against further use, release, or disclosure; or (2) release to a foreign government, as the interest of the United States may require, only for information or evaluation within such government or for emergency repair or overhaul work by or for such government under the conditions of (1) above. This legend, together with the indications of the portions of this data which are subject to such limitations, shall be included on any reproduction hereof which includes any part of the portions subject to such limitations.

(3) No legend shall be marked on, nor shall any limitation on rights of use be asserted as to, any data which the Contractor has previously delivered to the Government without restriction. The limited rights provided for by this paragraph (b) (2) shall not impair the right of the Government to use similar or identical data acquired from other sources.

(c) *Material Covered by Copyright.*

(1) In addition to the rights granted under the provisions of (b) above, the Contractor agrees to and does hereby grant to the Government a royalty-free, nonexclusive and irrevocable license throughout the world for Government purposes to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all technical data, prepared or required to be delivered under the contract, now or hereafter covered by copyright.

(2) Copyrighted matter shall not be included in technical data furnished hereunder without the written permission of the copyright owner for the Government to use such copyrighted matter in the manner described in (c)(1) above, unless the written approval of the Contracting Officer is obtained.

(3) The Contractor shall report to the Government (or higher-tier Contractor) promptly and in reasonable written detail each notice or claim of copyright infringement received by the Contractor with respect to any technical data delivered hereunder.

(d) *Removal of Unauthorized Markings.* Notwithstanding any provision of this con-

tract concerning inspection and acceptance, the Government may correct or cancel any marking not authorized by the terms of this contract on any technical data furnished hereunder, if—

(1) The Contractor fails to respond within sixty (60) days to a written inquiry by the Government concerning the propriety of the markings, or

(2) The Contractor's response fails to substantiate within sixty (60) days after written notice the propriety of the markings by clear and convincing evidence.

In either case the Government shall give written notice to the Contractor of the action taken.

(e) *Relation to Patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(f) *Limitation on Charges for Data.* The Contractor recognizes that the Government, or a foreign government with funds derived through the Military Assistance Program or otherwise through the U.S. Government, may contract for property or services with respect to which the vendor may be liable to the Contractor for charges for the use of technical data on account of such a contract. The Contractor further recognizes that it is the policy of the Government not to pay in connection with its contracts, or to allow to be paid in connection with contracts made with funds derived through the Military Assistance Program or otherwise through the U.S. Government, charges for data which the Government has a right to use and disclose to others, which is in the public domain, or which the Government has been given without restrictions upon its use and disclosure to others. This policy does not apply to reasonable reproduction, handling, mailing, and similar administrative costs incident to the furnishing of such data. In recognition of this policy, the Contractor agrees to participate in and make appropriate arrangements for the exclusion of such charges from such contracts, or for the refund of amounts received by the Contractor with respect to any such charges not so excluded.

(g) *Acquisition of Data from Subcontractors.*

(1) Whenever any technical data is to be obtained from a subcontractor under this contract, the Contractor shall use this same clause in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Government's or the Contractor's rights in that subcontractor data which is required for the Government.

(2) Technical data required to be delivered by a subcontractor shall normally be delivered to the next higher-tier Contractor. However, when there is a requirement in the prime contract, for data which may be supplied with limited rights pursuant to (b) (2) above, a subcontractor may fulfill such requirement by submitting such data directly to the Government rather than through the prime Contractor.

(3) The Contractor and higher-tier subcontractors will not use their power to award subcontracts as economic leverage to acquire rights in technical data from their subcontractors for themselves.

(c) *Notice of certain limited rights.* The paragraph (h) set forth below may be added to the clause in paragraph (b) of this section in any contract in which the contracting officer desires notification of limited rights data (see § 9.202-2 (g)).

(h) (1) Unless the Schedule provides otherwise, and subject to (2) below, the Contractor will promptly notify the Contracting Of-

ficer in writing of the intended use by the Contractor or a subcontractor in performance of this contract of any item, component or process for which technical data would fall within paragraph (b) (2) above.

(2) Such notification is not required with respect to:

(i) Standard commercial items which are manufactured by more than one source of supply; or

(ii) Items, components or processes for which such notice was given pursuant to predetermination of rights in technical data in connection with this contract.

(3) Contracting Officer approval is not necessary under this clause for the Contractor to use the item, component or process in the performance of the contract. (April 1972)

(d) *Technical Data Clause—Specific acquisition.* The following clause shall be used in any contract in which all technical data is to be acquired with unlimited rights pursuant to § 9.202-2(f). In addition, if the Government has determined to acquire all technical data with unlimited rights from a subcontractor pursuant to § 9.202-2(f), the following clause shall be used. The clause shall not be used under any other circumstances.

**RIGHTS IN TECHNICAL DATA—SPECIFIC ACQUISITION (APRIL 1972)**

(a) *Definition.* "Technical Data" as used in this clause means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be useable or used to define a design or process or to procure, produce, support, maintain, or operate materiel. The data may be graphic or pictorial delineations in media as drawings or photographs; text in specifications or related performance or design type documents; in machine forms such as punched cards, magnetic tape, computer memory printouts; or may be retained in computer memory. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. Technical data does not include financial, administrative, cost and pricing, and management data, or other information incidental to contract administration.

(b) *Government Rights.* The Government may duplicate, use and disclose in any manner and for any purpose whatsoever, and have others so do, all or any part of the technical data delivered by the Contractor to the Government under this contract.

(c) *Material Covered by Copyright.* (1) In addition to the rights granted under the provisions of (b) above, the Contractor agrees to and does hereby grant to the Government a royalty-free, nonexclusive and irrevocable license throughout the world for Government purposes to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all technical data, required to be delivered under the contract, now or hereafter covered by copyright.

(2) Copyrighted matter shall not be included in technical data furnished hereunder without the written permission of the copyright owner for the Government to use such copyrighted matter in the manner described in (e) (1) above, unless the written approval of the Contracting Officer is obtained.

(3) The Contractor shall report to the Government (or higher-tier Contractor) promptly and in reasonable written detail

each notice or claim of copyright infringement received by the Contractor with respect to any technical data delivered hereunder.

(d) *Relation to Patents.* Nothing contained in this clause shall imply a license to the Government under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(e) *Limitation on Charges for Data.* The Contractor recognizes that the Government, or a foreign government with funds derived through the Military Assistance Program or otherwise through the U.S. Government, may contract for property or services with respect to which the vendor may be liable to the Contractor for charges for the use of technical data on account of such a contract. The Contractor further recognizes that it is the policy of the Government not to pay in connection with its contracts, or to allow to be paid in connection with contracts made with funds derived through the Military Assistance Program or otherwise through the U.S. Government, charges for data which the Government has a right to use and disclose to others, which is in the public domain, which the Government has been given without restrictions upon its use and disclosure to others. This policy does not apply to reasonable reproduction, handling, mailing, and similar administrative costs incident to the furnishing of such data. In recognition of this policy, the Contractor agrees to participate in and make appropriate arrangements for the exclusion of such charges from such contract, or for the refund of amounts received by the Contractor with respect to any such charges not so excluded.

(f) *Identification of experimental, developmental or research work.* To prevent any misinterpretation of the scope of the rights in technical data provisions of the contract, the following schedule provision may be included in contracts which, in whole or in part, call for experimental, developmental or research work as an element of performance.

**CONTRACT SCHEDULE ITEMS REQUIRING EXPERIMENTAL, DEVELOPMENTAL OR RESEARCH WORK (APRIL 1972)**

For purposes of defining the nature of the work and the scope of rights in technical data granted to the Government pursuant to the "Rights in Technical Data" clause of this contract, it is understood and agreed that items (list applicable schedule line items or subline items or data exhibit numbers) require the performance of experimental, developmental, or research work. This clause does not constitute a determination as to whether or not any data required to be delivered under this contract falls within the definition of limited rights data.

**§ 9.207 [Revoked]**

**§ 9.207-1 [Revoked]**

**§ 9.207-2 [Revoked]**

**Subpart E—Acquisition of Technical Data**

**Sec.**

- 9.500 Scope of subpart.
- 9.501 Definitions.
- 9.502 Acquisition of technical data.
- 9.503 Identification of technical data.
- 9.504 Technical data—withholding of payment.
- 9.505 Data requirements.

**AUTHORITY:** The provisions of this Subpart E issued under secs. 2202, 2301-2314, 70A Stat. 120, 127-133; 10 U.S.C. 2202, 2301-2314.

**§ 9.500 Scope of subpart.**

This subpart applies to the acquisition of technical data. The acquisition of rights in technical data is treated in Subpart B, of this part.

**§ 9.501 Definitions.**

(a) *Data.* See § 9.201(a).

(b) *Technical data.* See § 9.201(b).

**§ 9.502 Acquisition of technical data.**

(a) Technical data is expensive to prepare in the required form and to maintain and update. Every effort, therefore, should be made to avoid placing a requirement upon a contractor to prepare and deliver data unless the need is positively determined. By delaying the delivery of data until needed for a specific purpose, storage requirements within DOD of technical data items are reduced, the handling of data superseded by updated versions is greatly decreased and the purchase of data which may become obsolete by pending hardware changes is minimized. Economy in the purchase of data and the probability of greater currency may be achieved by deferring the delivery, and in some cases deferring the ordering, of data until an operational need is determined, or until stability of design or production is reached during contract performance. The application of the deferred delivery and deferred ordering principles, as explained further, should be made only after a careful evaluation on a case-by-case basis of the anticipated operational uses of technical data and any other relevant considerations. When it is expected that technical data may be required, but the precise need at time of contracting has not been determined, deferred ordering will be used to avoid the cost of preparation but allow the ordering of the data at some point downstream in contract performance should the need arise. When the need but not the time of delivery can be determined, deferred delivery will be used. When deferred delivery is used, it is expected that the contractor will price the data at the time of contracting and incur the cost of preparation prior to the call for delivery. Therefore, it is important that deferred ordering rather than deferred delivery be used where the need for data is doubtful. Whether the technique of deferred delivery or deferred ordering is used, the receipt of data by the Government should be scheduled to be in phase with a specific and planned use of the technical data.

(b) "Deferred Delivery" refers to the practice of timing the delivery of technical data specified in a contract to a firm, operational need. This technique should be used only when a data requirement can be determined at the time of contracting and therefore is specified on the DD Form 1423, but the time or place of delivery is not firm. The dates for the delivery of data should be scheduled to coincide with the needs of the Government. The contractor, however, must be notified sufficiently in advance of a delivery date to enable him to provide the data in specified form on time. Thus, in

## RULES AND REGULATIONS

any contract the Government may defer the delivery of all or any portion of the technical data specified in the contract until actual need can be economically determined. The Government may require the contractor to deliver any such data or portions thereof at any time during the performance of the contract or within two years from either acceptance of all items (other than data) under the contract or termination of the contract, whichever is later. However, the contractor's obligation to deliver technical data pertaining to any item obtained from a subcontractor shall cease two years after the date on which he accepts the item. The Government's rights in deferred delivery data are as prescribed in the contract under which the data is to be delivered. When the delivery of technical data is to be deferred, the Deferred Delivery of Technical Data clause of § 7.104-9(d) of this chapter shall be included in the contract.

(c) "Deferred Ordering" refers to delaying the ordering of technical data generated in the performance of the contract until such time as a need for the data can be established and the data requirements can be specifically identified for delivery under the contract. In many instances it is difficult to determine during solicitation and negotiation stages exactly what data is needed. The information available at these stages may suggest the need for some data but further information may be needed to identify the specific data items. In such situations, and also when it is desired to delay the ordering of technical data until such time as the production design becomes firm, the "Deferred Ordering" clause is appropriate. The requirement for technical data under these circumstances is not listed on the DD Form 1423 until the specific need is determined. Whenever the "Deferred Ordering" clause is used, the clause entitled "Rights in Technical Data" (see § 9.203(b)) shall also be included. When data items are ordered, the delivery dates shall be negotiated and the contractor shall be compensated for converting the data into the prescribed form, for reproduction and delivery to the Government. Compensation to the contractor shall not include the cost of generating such data since the data was generated in the performance of work for which the Government has already agreed to pay the contractor.

#### § 9.503 Identification of technical data.

(a) The contractor is required to include on technical data delivered under a contract his name, the contract number and the name of any subcontractor who generated any part of such data. If technical data were marked, for example, in the manner permitted by paragraph (b) (2) of the Rights in Technical Data Clause of § 9.203(b), or if engineering drawings are marked in accordance with MIL-STD-100, such marked data would comply with the requirements of the clause identified in paragraph (b) of this section and need not be further identified pursuant to this clause. The marking requirement provides the basis for identi-

fying the rights of the contractor and the Government in technical data.

(b) To insure that technical data is fully identified as to its source, the Identification of Technical Data Clause of § 7.104-9(1) of this chapter shall be made a part of any contract under which technical data is to be delivered.

#### § 9.504 Technical data—withholding of payment.

(a) Timely delivery of data is particularly important to the operation and maintenance of equipment as well as competitive procurement of follow-on quantities of contract items and of items broken out from an assembly or equipment. The clause set forth in § 7.104-9(h) of this chapter is designed to assure timely delivery of data. The clause permits a withholding not exceeding ten percent (10%) of the total contract price or amount, but the contracting officer may specify a lesser amount in the schedule if circumstances warrant. A case-by-case determination as to the amount to be withheld shall be made by the contracting officer after considering the estimated value of the data to the Government. No amount shall be withheld when the failure to make timely delivery arises out of causes beyond the control and without the fault or negligence of the contractor.

(b) Withholding action under paragraph (b) of the clause should be taken only when the contractor has failed to make timely deliveries of acceptable data on other contracts or if the contracting officer has information which would cause him to anticipate late delivery of data or delivery of deficient data. The amount of withholding should be based on the estimated value of the data to the Government.

#### § 9.505 Data requirements.

The DD Form 1423 need not be used to list data requirements in the circumstances set forth in § 7.104-9(n) of this chapter. (See § 16.815 of this chapter.)

### PART 12—CONTRACTOR INDUSTRIAL LABOR RELATIONS

11. Part 12 is retitled; §§ 12.000, 12.101-1(b), 12.101-3 and 12.604(b) (2) (i) are revised; and a new Subpart K is added to this part, as follows:

#### § 12.000 Scope of subpart.

(a) This subpart (a) deals with general policies regarding contractor industrial labor relations, so far as they relate to Government contracts, (b) sets forth certain pertinent labor laws and requirements, indicating in connection with each its applicability and any procedures thereunder; and (c) prescribes the contract clauses with respect to each labor law or requirement. Labor standards and clauses which are applicable only to construction contracts are treated separately in Part 18, Subpart G of this chapter.

#### § 12.101-1 General.

(b) All problems arising out of the industrial labor relations of contractors

and all communications with contractors, labor organizations or Federal agencies relative thereto shall be handled in accordance with the procedures prescribed in this part. Industrial security matters concerning contractor employees are governed by the DOD Industrial Security Regulation 5220.22R and the DOD Industrial Security Manual 5220.22M (see § 1.320 of this chapter).

#### § 12.101-3 Reporting of labor disputes.

(a) Any labor dispute affecting defense procurement will be reported by the Contract Administration Office (CAO). The CAO shall obtain and transmit information relating to potential or actual labor disputes which may interfere with performance of any contract within his cognizance.

(b) When an interference is likely to occur, the CAO shall notify the purchasing offices, their heads of procuring activities and their departmental headquarters labor relations office (for the Army, the Labor Advisor, OASA (I&L); for the Navy, Chief of Naval Material, Attention: Labor Relations Advisor (MAT 02L); for the Air Force, Headquarters USAF, AFSPPM; for the Defense Supply Agency, HQ DSA CAS Labor Advisor, Attention: DCAS-HR and in addition for DSA procurements one copy to DSAH-PRS). Further dissemination of labor dispute information shall be made by the CAO as requested by the Departmental headquarters labor relations offices.

(c) Labor disputes should be reported on DD Form 1507, Work Stoppage Report. An initial report should be submitted when a work stoppage due to a labor dispute is imminent or when such work stoppage occurs and thereafter when a significant change occurs in the dispute situation. This reporting requirement is assigned RCS DD I&L (AR) 1153.

(d) Weekly reports shall be made by each Department to the Director, Management Evaluation and Material Controls, OASD (I&L), summarizing data on potential or actual work stoppages at facilities under each department's cognizance. This report will cover current conditions and will include the following:

(1) Name of contractor;  
 (2) Location of dispute;  
 (3) Expiration of reopening date of labor-management contract;  
 (4) Union(s) involved;  
 (5) Major DOD items or services rendered;

(6) Departments and agencies making procurements at the facility; and

(7) Current status of negotiations and ingress and egress at facility.

The weekly report of each department shall indicate disputes at any facility, regardless of cognizance, which threaten important military programs, including an indication of the degree of impact and any actions taken to reduce impact. Negative reports are not required.

**§ 12.604 Eligibility of a bidder or offeror.**

(b) \* \* \*

(2) \* \* \*

(1) Furnish to the contractor Department of Labor WH Publication 1313, "Notice to Employees Working on Government Contracts," (form available through normal publication supply channels); and

**Subpart K—Listing of Employment Openings for Veterans**

Sec.

12.1101 General.  
 12.1102 Employment openings for veterans.  
 12.1102-1 Policy.  
 12.1102-2 Clause.  
 12.1102-3 Deviations.  
 12.1102-4 Exception to listing requirements.  
 12.1102-5 Failure to comply.

**AUTHORITY:** The provisions of this Subpart K issued under secs. 2202, 2301-2314, 70A Stat. 120, 127-133; 10 U.S.C. 2202, 2301-2314.

**§ 12.1101 General.**

The Department of Defense shall cooperate with and encourage contractors to utilize to the fullest extent practicable the U.S. Employment Service (USES) and its affiliated local State employment service offices in meeting contractors' manpower (labor supply) requirements to staff new or expanding plant facilities, including the recruitment of workers in all occupations and skills both from local labor market areas and through the Federal-State manpower clearance system. Local State employment offices are operated throughout the United States, Puerto Rico, Guam, and the Virgin Islands. In addition to providing recruitment assistance to contractors who need and desire it, cooperation with the local State employment service offices will further the national program of maintaining continuous assessment of manpower requirements and resources on a national and local basis.

**§ 12.1102 Employment openings for veterans.**

**§ 12.1102-1 Policy.**

This section sets forth policies and procedures regarding the listing of employment openings to assist veterans in obtaining employment, implementing Executive Order 11598 of June 16, 1971 (36 F.R. 11711) and the rules and regulations of the Secretary of Labor (41 CFR Part 50-250). Executive Order 11598 requires that nonexcluded Government contracts contain assurances that contractors and their first-tier subcontractors shall, to the maximum extent feasible, list all suitable employment openings with the appropriate office of the State employment service system.

**§ 12.1102-2 Clause.**

Within dollar and manhour limitations established therein, or unless a deviation is obtained pursuant to § 12.1102-3, the clause set forth in

§ 7.103-27 of this chapter shall be included (a) in all invitations for bids and requests for proposals, and (b) in all contracts, including contracts resulting from unsolicited proposals, except with State and local governments.

**§ 12.1102-3 Deviations.**

Under the most compelling circumstances, such as situations when the needs of the Government cannot reasonably be otherwise supplied or when it in the best interests of the Government, a deviation from this requirement may be made, subject to approval by the Secretary of Labor under procedures in 41 CFR 50-250.5(c). However, any application for relaxation of this requirement shall be made consistent with the provisions of § 12.103-2.

**§ 12.1102-4 Exception to listing requirements.**

Executive Order 11598 requires Government contractors and first-tier subcontractors to list all of their suitable employment openings to the maximum extent feasible. Feasibility, in this regard, shall be taken to mean that it is reasonably possible for the listings to be made. An example of an infeasible listing is when the listing of the employment opening would be contrary to national security. Contractors with inquiries regarding situations where the listing of

openings may be considered to be infeasible shall be advised that the resolution of such questions falls within the jurisdiction of the Department of Labor and should be submitted to the Manpower Administrator, U.S. Department of Labor, 14th Street and Constitution Avenue NW., Washington, DC 20210.

**§ 12.1102-5 Failure to comply.**

Upon receipt of notice of failure of a contractor to comply with the provisions of the job vacancy listing clause in § 7.103-27 in this chapter, the contracting officer shall take such action as may be appropriate under the default provision of the contracts concerned.

**PART 13—GOVERNMENT PROPERTY**

12. Sections 13.312 and 13.803 are revised, as follows:

**§ 13.312 Items to be reported to and screened by Defense Industrial Plant Equipment Center (DIPEC).**

The items to be reported to and screened by the Defense Industrial Plant Equipment Center in accordance with §§ 13.301(g), 13.306-4, 24.205-3(a), 30.2 (Part 3—Item 306.1), and 30.3 (Part 3—Item 306.1) of this chapter are listed in the following Joint DOD Handbooks.

**INDEX OF INDUSTRIAL PLANT EQUIPMENT HANDBOOKS**

(NOTE—Handbooks are for sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402)

FSC	Title	Army	Navy	Air Force	DSA	Marine Corps
6625.	Electrical and Electronic Properties Measuring and Testing Instruments.	SB 708-6625-1	NAVSUP Pub 5543	AFM 78-6	DSA	MCO 4215.1 P4870.52A
3220.	Woodworking Machines.	SB 708-3220-1	NAVSUP Pub 5500	AFM 78-7	DSA	MCO 4215.2 P4870.6A
3424, 4430.	Industrial Furnaces and Ovens Volume 1 and 2.	SB 708-4430-1	NAVSUP Pub 5502	AFM 78-8	DSA	MCO 4215.4 P4870.8A
6635.	Physical Properties Testing Equipment.	SB 708-6635-1	NAVSUP Pub 5504	AFM 78-10	DSA	MCO 4215.6 P4870.10A
3530, 3625.	Textile Industries Machinery and Industrial Sewing Machines.	SB 708-3500-1	NAVSUP Pub 5506	AFM 78-12	DSA	MCO 4215.8 P4870.12A
6636.	Environmental Chambers.	SB 708-6636-1	NAVSUP Pub 5508	AFM 78-14	DSA	MCO 4215.10 P4870.14B
3422, 3426.	Rolling Mills, Drawing Machines and Metal Finishing Equipment.	SB 708-3400-2	NAVSUP Pub 5510	AFM 78-15	DSA	MCO 4215.12 P4870.16A
3450, 3460, 5220.	Portable Machine Tools and Toolroom Layout Plates and Tables.	SB 708-3400-3	NAVSUP Pub 5511	AFM 78-16	DSA	MCO 4215.13 P4870.17A
6680, 6685.	Liquid and Gas, Pressure, Temperature, Humidity, and Mechanical Motion Measuring and Controlling Instruments.	SB 708-6600-1	NAVSUP Pub 5513	AFM 78-18	DSA	MCO 4215.15 P4870.19A
3635.	Crystal and Glass Industries Machinery.	SB 708-3635-1	NAVSUP Pub 5514	AFM 78-19	DSA	MCO 4215.16 P4870.20
4440.	Driers, Dehydrators, and Anhydators.	SB 708-4440-1	NAVSUP Pub 5515	AFM 78-20	DSA	MCO 4215.17 P4870.21A
6650, 6670.	Scales, Balances and Optical Instruments.	SB 708-6600-2	NAVSUP Pub 5516	AFM 78-25	DSA	MCO 4215.18 P4870.22A
3680.	Foundry Equipment.	SB 708-3680-1	NAVSUP Pub 5517	AFM 78-23	DSA	MCO 4215.19 P4870.23
6695.	Combination and Miscellaneous Instruments Including Dynamometers.	SB 708-6695-1	NAVSUP Pub 5519	AFM 78-30	DSA	MCO 4215.21 P4870.25B
4920.	Aircraft Maintenance and Repair Shop Specialized Equipment.	SB 708-4920-1	NAVSUP Pub 5521	AFM 78-33	DSA	MCO 4215.23 P4870.27A
4330.	Centrifugals, Separators and Filters.	SB 708-4330-1	NAVSUP Pub 5522	AFM 78-27	DSA	MCO 4215.24 P4870.28
6630, 6640.	Chemical Analysis and Laboratory Instruments.	SB 708-6600-3	NAVSUP Pub 5529	AFM 78-38	DSA	MCO 4215.30 P4870.35A
3615, 3660.	Pulp and Paper Industries and Size Reduction Machinery.	SB 708-3600-1	NAVSUP Pub 5532	AFM 78-44	DSA	MCO 4215.33 P4870.38A
3620.	Rubber and Plastics Working Machinery.	SB 708-3620-1	NAVSUP Pub 5534	AFM 78-28	DSA	MCO 4215.35 P4870.40A
3611, 3685, 3693, 3694, 3695.	Marking, Metal Container, Assembly, Clean Work Stations, and Miscellaneous Industry Machinery.	SB 708-3600-2	NAVSUP Pub 5535	AFM 78-26	DSA	MCO 4215.36 P4870.41A
3650.	Chemical and Pharmaceutical Products Manufacturing Machinery.	SB 708-3650-1	NAVSUP Pub 5536	AFM 78-45	DSA	MCO 4215.37 P4870.42

## INDEX OF INDUSTRIAL PLANT EQUIPMENT HANDBOOKS—Continued

NOTE—Handbooks are for sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402

FSC	Title	Army	Navy	Air Force	DSA	Marine Corps
4940	Miscellaneous Maintenance and Repair Shop Specialized Equipment	SB 708-4940-1	NAVSUP Pub 5537	AFM 78-48	DSA	MGO
3690, 4925	Specialized Ammunition and Ordinance Machinery	SB 708-4900-1	NAVSUP Pub 5538	AFM 78-49	DSA	MCO
3405	Metalworking Saws and Filing Machines	SB 708-3405-1	NAVSUP Pub 5539	AFM 78-34	DSA	MCO
3418	Planers and Shapers (Includes Shapers, formerly Part of FSC 3419)	SB 708-3418-1	NAVSUP Pub 5540	AFM 78-37	DSA	MCO
3431, 3432, 3433, 3436, 3438	Welding, Heat Cutting and Metalizing Equipment	SB 708-3400-4	NAVSUP Pub 5541	AFM 78-39	DSA	MCO
3408, 3410	Machining Centers, Way Type Machines, Electrical and Ultrasonic Erosion Machines	SB 708-3400-5	NAVSUP Pub 5542	AFM 78-41	DSA	MCO
3419	Miscellaneous Machine Tools	SB 708-3400-6	NAVSUP Pub 5547	AFM 78-46	DSA	MCO
3413	Drilling and Tapping Machines	SB 708-3413-1	NAVSUP Pub 5548	AFM 78-50	DSA	MCO
3411, 3412, 3414	Boring Machines, Broaching Machines, Gear Cutting and Finishing Machines	SB 708-3400-7	NAVSUP Pub 5549	AFM 78-51	DSA	MCO
4910	Motor Vehicle Maintenance and Repair Shop Specialized Equipment	SB 708-4910-1	NAVSUP Pub 5550	AFM 78-52	DSA	MCO
3441, 3442, 3443, 3444, 3445, 3446, 3447, 3448, 3449	Secondary Metal Forming and Cutting Machines	SB 708-3400-81	NAVSUP Pub 5551	AFM 78-53	DSA	MCO
3416	Metal Lathes	SB 708-3416-1	NAVSUP Pub 5552	AFM 78-54	DSA	MCO
5860	Stimulated Coherent Radiation Devices (Lasers)	SB 708-5860-1	NAVSUP Pub 5553	AFM 78-55	DSA	MCO
3415	Grinding Machines	SB 708-3415-1	NAVSUP Pub 5554	AFM 78-56	DSA	MCO
3417	Milling Machines	SB 708-3417-1	NAVSUP Pub 5555	AFM 78-57	DSA	MCO

**§ 13.803 Records of Government property.**

Records of Government property established and maintained by the contractor pursuant to the terms of the contract shall be designated and utilized as the official contract records. Duplicate records shall not be furnished to nor be maintained by the Government personnel other than as provided for in this subchapter. Exceptions to this policy may be authorized by the procuring contracting officer if contract administration is retained by the purchasing office when Government property is furnished to a contractor (a) for repair or servicing and return to the shipping organization, (b) for use on a Government installation, or (c) under a contract with a short performance period or involving the Government property having an acquisition cost of \$25,000 or less.

**PART 14—PROCUREMENT QUALITY ASSURANCE**

13. Section 14.307 is amended; and § 14.503 is revised, as follows:

**§ 14.307 Place of acceptance.**

Each contract shall specify the place of acceptance. A contract which provides for Government procurement quality assurance actions only at source shall ordinarily provide for acceptance at source. A contract which provides for performance of Government procurement quality assurance actions at destination shall ordinarily provide for acceptance at destination. Bulk petroleum contracts shall specify the point at which the Government takes title to the product.

**§ 14.503 Petroleum.**

The contract administration office may authorize the release of petroleum supplies without requiring the signing or stamping of shipping papers by a representative of the contract administration office, if the alternative procedures of § 14.409-2 are used. In that event on petroleum servicing contracts for receiving, storing, and issuing Government-owned petroleum products, the contractor shall be required to type or stamp and to sign the following statement on each copy of the shipping papers.

I certify that the above supplies were (a) in the quantity indicated, (b) taken from Government-owned and approved stocks, and (c) loaded into inspected and approved containers. This shipment was released in accordance with paragraph 14-503 of the Armed Services Procurement Regulation under authorization of (Name and title of the authorized representative of the Contract Administration Office) in a letter dated (Date of authorizing letter).

(Signature and Title of Contractor's designated Representative)

**PART 15—CONTRACT COST PRINCIPLES AND PROCEDURES**

14. Section 15.205-3 and 15.205-35 are revised; § 15.205-44(g) is added; § 15.205-48(b)(2) is revised; and § 15.205-49 is added, as follows:

**§ 15.205-3 Bid and proposal costs.**

(a) *Definitions*—(1) *Bid and proposal costs*. Bid and proposal (B&P) costs are the costs incurred in preparing, submitting, and supporting bids and proposals (whether or not solicited) on potential Government or non-Government contracts which fall within the following:

(i) Administrative costs including the cost of the nontechnical effort for the physical preparation of the technical proposal documents and also the cost of the technical and nontechnical effort for the preparation and publication of the cost data and other administrative data necessary to support the contractor's bids and proposals, and

(ii) Technical costs incurred to specifically support a contractor's bid or proposal, including the costs of system and concept formulation studies and the development of engineering and production engineering data.

(2) *Company*. Company as used in this section includes all divisions, subsidiaries, and affiliates of the contractor under common control.

(b) *Composition of costs*. B&P costs shall include not only all direct costs but also all allocable indirect costs except that general and administrative (G&A) costs shall not be considered allocable to B&P. Both direct and indirect costs shall be determined on the same basis as if each B&P project were under contract.

(c) *Allocation*. As a general rule, B&P costs shall be allocated to contracts on the same basis as the general and administrative expense grouping of the profit center (see § 3.1003-3 of this chapter) in which such costs are incurred. However, where B&P costs clearly benefit other profit centers, or the entire company, such costs shall be allocated through the G&A of such other profit centers or through the corporate G&A, as appropriate. In those instances when allocation of B&P through the G&A base does not provide equitable cost allocation, the contracting officer may approve use of a different base. Where allowable B&P is established by advance agreement pursuant to paragraph (d) (2) (1) of this section, the advance agreement shall specify the allocation procedures.

(d) *Allowability*. (1) B&P administrative costs, when not separately identified and classified as B&P costs in accordance with the contractor's normal accounting practice, are allowable in accordance with the general principles of this subpart and are not subject to subparagraph (2) (i) and (ii) of this paragraph.

(2) All other B&P costs (including all technical costs and any administrative costs separately identified and classified as B&P costs in accordance with the contractor's normal accounting practice) are allowable only in accordance with the following:

(i) *Companies required to negotiate advance agreements (CWAS-NA)*. (a) Any company which received payments, either as a prime contractor or subcontractor, in excess of \$2 million from the DOD for IR&D and B&P in a fiscal year, is required to negotiate an advance agreement with the Government which establishes a ceiling for allowability of B&P costs for the following fiscal year. Computation of the amount of IR&D and B&P costs to determine whether the \$2 million criterion was reached will include only those recoverable IR&D and B&P costs allocated during the com-

pany's previous fiscal year to all DOD prime contracts and subcontracts for which the submission and certification of cost or pricing data was required in accordance with section 2306(f) of title 10, United States Code. The computation shall include full burdening in the same manner as if the IR&D and B&P projects were contracted for except that G&A will not be applied.

(b) When a company meets the criterion in subdivision (a) above, required advance agreements may be negotiated at the corporate level and/or with those profit centers (see § 3.1003-3 of this chapter) which contract directly with the DOD and which in the preceding year allocated recoverable IR&D and B&P costs in excess of \$250,000 including burdening as in subdivision (a) above, to DOD contracts and subcontracts for which the submission and certification of cost or pricing data was required in accordance with section 2306(f) of title 10, United States Code. When ceilings are negotiated for separate profit centers of the company, the allowability of B&P costs for any center which, in its previous fiscal year, allocated less than \$250,000 of IR&D and B&P costs to such DOD contracts and subcontracts may be determined in accordance with subdivision (ii) of this subparagraph.

(c) Companies which meet the threshold in subdivision (a) above shall submit information to support their proposed B&P program in accordance with guidance furnished by the cognizant Tri-Service Departmental Office.

(d) Ceilings are the maximum dollar amounts of total costs for B&P work that will be allowable for allocation to all work of that part of the company's operation covered by an advance agreement. Within the ceiling limitations contractors will not be required to share B&P costs. In negotiating a ceiling, in addition to other considerations, particular attention must be paid to such factors as:

(1) The determination of the potential relationship of B&P projects to a military function or operation (see subdivision (e) below).

(2) Comparison with previous year's programs including the level of the Government's participation.

(3) Changes in the company business activities.

(4) The extent to which the contractor's B&P program is well planned and managed.

(e) The total amount of B&P costs allocated to DOD contracts pursuant to subdivision (i) of this subparagraph shall not exceed the total of expenditures for B&P projects with a potential relationship to a military function or operation. For contracts which do not provide for cost determinations on a historical basis, this requirement will be considered to have been met if the estimated B&P costs allocated to the contract do not exceed its proportionate share of the total estimated costs of B&P with a potential relationship to a military function or operation. B&P costs will be considered to satisfy the potential relationship re-

quirement when the contractor can demonstrate that the effort under a proposed contract or grant would have a potential relationship to a military function or operation. The potential relationship of B&P will be determined by the contracting officer, and he will make the results of his determination available to the contractor.

(f) No B&P costs shall be allowable if a company fails to initiate negotiations of a required advance agreement prior to the end of the fiscal year for which the agreement is required.

(g) When negotiations are held with a company meeting the \$2 million criterion or with separate profit centers (when negotiations are held at that level under subdivision (b) above) and an advance agreement is not reached, payment for B&P costs is required to be reduced substantially below that which the company or profit center would otherwise have received. The amount of such reduced payment shall not exceed 75 percent of the amount which, in the opinion of the contracting officer, the company or profit center would be entitled to receive under an advance agreement. Written notification of the contracting officer's determination of a reduced amount shall be provided the contractor. In the event that an advance agreement is not reached prior to the end of the contractor's fiscal year for which such agreement is to apply, negotiations shall immediately be terminated and the contracting officer's determination of the reduced amount shall be furnished.

(h) Contractors may appeal decisions of the contracting officer to reduce payments. Such appeal shall be filed with the contracting officer within 30 days of receipt of a decision. For the purpose of hearing and deciding such appeals, each Department will establish an appeals hearing group consisting of the following:

(1) A representative to be designated by the Assistant Secretary (Installations and Logistics) or the Director, DSA, who shall be chairman;

(2) A representative to be designated by the Assistant Secretary (Research and Development), or ODDR&E in the case of DSA; and

(3) A representative to be designated by the General Counsel, Judge Advocate General of the Department, or Counsel of DSA.

Determinations of the appeals group shall be the final and conclusive determination of the Department of Defense.

(i) Advance agreements negotiated shall include at least the following:

(1) A separate dollar ceiling for B&P. However, provision shall be made permitting the company to recover costs for B&P above the negotiated ceiling, provided that recovery of IR&D costs (see § 15.205-35 of this chapter) covered by the same agreement is decreased below its ceiling by a like amount.

(2) A provision stating how B&P costs are to be allocated (see paragraph (c) of this section).

(3) A statement that the costs for B&P work recoverable under contracts

citing DOD funds subject to section 203, Public Law 91-441 limitations shall not exceed (i) such contracts' allocable share of the ceiling, and (ii) the total costs of the contractor's B&P determined to have a potential relationship to a military function or operation.

(4) A statement that estimated costs or actual costs incurred, as appropriate, not in excess of the ceilings negotiated shall be used in the pricing of all contractual actions when negotiations are based on elements of cost and in final price determinations.

(j) Prior to the execution of an advance agreement, the B&P factor to be used for forward pricing and interim billing will be developed by and obtained from the cognizant central office of the Department responsible for negotiating B&P advance agreements. The B&P factor shall exclude estimated or actual costs for projects considered unrelated to a military function or operation.

(ii) *Companies not required to negotiate advance agreements (CWAS).* Allowable B&P costs for companies not required to negotiate advance agreements in accordance with subdivision (i) of this subparagraph shall be established by a formula, either on a companywide basis or by profit centers, computed as follows:

(a) Determine the ratio of B&P costs to total sales (or other base acceptable to the contracting officer) for each of the preceding 3 years and average the two highest of these ratios; this average is the B&P historical ratio;

(b) Compute the average annual B&P costs (hereafter called average), using the two highest of the preceding 3 years;

(c) B&P costs for the center for the current year which are not in excess of the product of the center's actual total sales (or other accepted base) for the current year and the B&P historical ratio computed under (a) of this subdivision (hereafter called product) shall be considered allowable only to the extent the product does not exceed 120 percent of the average. If the product is less than 80 percent of the average, costs up to 80 percent of the average shall be allowable.

(d) Costs which are in excess of the ceiling computed in (c) of this subdivision are not allowable except where the ceiling computed for IR&D cost under § 15.205-35 is reduced in an amount identical to the amount of any increase over the B&P ceiling computed in (c) of this subdivision.

However, at the discretion of the contracting officer, an advance agreement may be negotiated when the contractor can demonstrate that the formula would produce a clearly inequitable cost recovery. The requirements of subparagraph (2) (i) of this subparagraph are not mandatory for such agreements.

#### § 15.205-35 Independent research and development costs.

(a) *Definitions.* A contractor's independent research and development effort (IR&D) is that technical effort which is not sponsored by, or required in per-

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formance of, a contract or grant and which consists of projects falling within the following three areas: (1) Basic and applied research, (2) development, and (3) systems and other concept formulation studies. IR&D effort shall not include technical effort expended in the development and preparation of technical data specifically to support the submission of a bid or proposal. For the purposes of this section:

(i) "Basic research" is that research which is directed toward increase of knowledge in science. The primary aim of basic research is a fuller knowledge or understanding of the subject under study, rather than any practical application thereof.

(ii) "Applied research" is that effort which (a) normally follows basic research, but may not be severable from the related basic research, (b) attempts to determine and exploit the potential of scientific discoveries or improvements in technology, materials, processes, methods, devices, or techniques, and (c) attempts to advance the state of the art. Applied research does not include efforts whose principal aim is design, development, or test of specific items or services to be considered for sale; these efforts are within the definition of the term "development," defined below.

(iii) "Development" is the systematic use, under whatever name, of scientific and technical knowledge in the design, development, test, or evaluation of a potential new product or service (or of an improvement in an existing product or service) for the purpose of meeting specific performance requirements or objectives. Development shall include the functions of design engineering, prototyping, and engineering testing.

(iv) "Systems and other concept formulation studies" are analyses and study efforts either related to specific IR&D efforts or directed toward the identification of desirable new systems, equipments or components, or desirable modifications and improvements to existing systems, equipments, or components.

(v) "Company" includes all divisions, subsidiaries, and affiliates of the contractor under common control.

(b) *Composition of costs.* IR&D costs shall include not only all direct costs, but also all allocable indirect costs except that general and administrative costs shall not be considered allocable to IR&D. Both direct and indirect costs shall be determined on the same basis as if the IR&D project were under contract.

(c) *Allocation.* As a general rule, IR&D costs shall be allocated to contracts on the same basis as the general and administrative expense grouping of the profit center (see § 3.1003-3 of this chapter) in which such costs are incurred. However, where IR&D costs clearly benefit other profit centers, or the entire company, such costs shall be allocated through the G&A of such other profit centers or through the corporate G&A, as appropriate. In those instances when allocation of IR&D through the G&A base does not provide equitable cost allocation, the contracting officer may approve

use of a different base. Where allowable IR&D is established by advance agreement pursuant to paragraph (d)(1) of this section, the advance agreement shall specify the allocation procedures.

(d) *Allowability.* Except as provided in paragraph (e) of this section, costs for IR&D are allowable only in accordance with the following:

(1) *Companies required to negotiate advance agreements (CWAS-NA).* (i) Any company which received payments, either as a prime contractor or subcontractor, in excess of \$2 million from the DOD for IR&D and B&P in a fiscal year, is required to negotiate an advance agreement with the Government which establishes a ceiling for allowability of IR&D costs for the following fiscal year. Computation of the amount of IR&D and B&P costs to determine whether the \$2 million criterion was reached will include only those recoverable IR&D and B&P costs allocated during the company's previous fiscal year to all DOD prime contracts and subcontracts for which the submission and certification of cost or pricing data was required in accordance with section 2306(f) of title 10, United States Code. The computation shall include full burdening in the same manner as if the IR&D and B&P projects were contracted for except that G&A will not be applied.

(ii) When a company meets the criterion in subdivision (i) above, required advance agreements may be negotiated at the corporate level and/or with those profit centers (see § 3.1003-3 of this chapter) which contract directly with the DOD and which in the preceding year allocated recoverable IR&D and B&P costs in excess of \$250,000 including burdening as in subdivision (i) above, to DOD contracts and subcontracts for which the submission and certification of cost or pricing data was required in accordance with section 2306(f) of title 10, United States Code. When ceilings are negotiated for separate profit centers of the company, the allowability of IR&D costs for any center which, in its previous fiscal year, allocated less than \$250,000 of IR&D and B&P costs to such DOD contracts and subcontracts may be determined in accordance with subparagraph (2) of this paragraph.

(iii) Companies which meet the threshold in subdivision (i) above shall submit technical and financial information to support their proposed IR&D program in accordance with guidance furnished by the Armed Services Research Specialists Committee. Results of the technical evaluation performed by the Armed Services Research Specialists Committee, including determination of potential relationship, will be made available to the contractor by the cognizant departmental central office.

(iv) Ceilings are the maximum dollar amounts of total costs for IR&D work that will be allowable for allocation to all work of that part of the company's operation covered by an advance agreement. Within the ceiling limitations contractors will not be required to share IR&D costs. In negotiating a ceiling, in

addition to other considerations, particular attention must be paid to such factors as:

(a) The technical evaluation of the Armed Services Research Specialists Committee including the potential relationship of IR&D projects to a military function or operation.

(b) Comparison with previous year's programs including the level of the Government's participation.

(c) Changes in the company's business activities.

(v) The total amount of IR&D costs allocated to DOD contracts pursuant to this subparagraph (1) shall not exceed the total of expenditures for IR&D projects with a potential relationship to a military function or operation. For contracts which do not provide for cost determinations on a historical basis, this requirement will be considered to have been met if the estimated IR&D costs allocated to the contract do not exceed its proportionate share of the total estimated costs of IR&D with a potential relationship to a military function or operation.

(vi) No IR&D costs shall be allowable if a company fails to initiate negotiation of a required advance agreement prior to the end of the fiscal year for which the agreement is required.

(vii) When negotiations are held with a company meeting the \$2 million criterion or with separate profit centers (when negotiations are held at that level under subdivision (ii) above) and as an advance agreement is not reached, payment for IR&D costs is required to be reduced substantially below that which the company or profit center would otherwise have received. The amount of such reduced payment shall not exceed 75 percent of the amount which, in the opinion of the contracting officer, the company or profit center would be entitled to receive under an advance agreement. Written notification of the contracting officer's determination of a reduced amount shall be provided the contractor. In the event that an advance agreement is not reached prior to the end of the contractor's fiscal year for which such agreement is to apply, negotiations shall immediately be terminated and the contracting officer's determination of the reduced amount shall be furnished.

(viii) Contractors may appeal decisions of the contracting officer to reduce payments. Such appeal shall be filed with the contracting officer within 30 days of receipt of a decision. For the purpose of hearing and deciding such appeals, each department will establish an appeals hearing group consisting of the following:

(a) A representative to be designated by the Assistant Secretary (Installations and Logistics) or the Director, DSA, who shall be chairman;

(b) A representative to be designated by the Assistant Secretary (Research and Development) or ODDR&E in the case of DSA; and

(c) A representative to be designated by the General Counsel, Judge Advocate

General of the Department or Counsel of DSA. Determinations of the appeals group shall be the final and conclusive determination of the Department of Defense.

(ix) Advance agreements negotiated shall include at least the following:

(a) A separate dollar ceiling for IR&D. However, provision shall be made permitting the contractor to recover costs for IR&D above the negotiated ceiling; *Provided*, That recovery of B&P costs covered by the same agreement is decreased below its ceiling by a like amount.

(b) A provision stating how IR&D costs are to be allocated (see paragraph (c) of this section).

(c) A statement that the costs for IR&D work recoverable under contracts citing DOD funds subject to section 203, Public Law 91-441 limitations shall not exceed (1) such contracts' allocable share of the ceiling, and (2) the total costs of the contractor's IR&D determined to have a potential relationship to a military function or operation.

(d) A statement that estimated costs or actual costs incurred, as appropriate, not in excess of the ceilings negotiated shall be used in the pricing of all contractual actions when negotiations are based on elements of cost and in final price determinations.

(x) Prior to the execution of an advance agreement, the IR&D factor to be used for forward pricing and interim billing will be developed by and obtained from the cognizant central office of the department responsible for negotiating IR&D advance agreements. The IR&D factor shall exclude estimated or actual costs for projects considered unrelated to a military function or operation.

(2) *Companies not required to negotiate advance agreements (CWAS).* Allowable IR&D costs for companies not required to negotiate advance agreements in accordance with subparagraph (1) of this paragraph shall be established by a formula, either on a companywide basis or by profit centers, computed as follows:

(i) Determine the ratio of IR&D costs to total sales (or other base acceptable to the contracting officer) for each of the preceding 3 years and average the two highest of these ratios; this average is the IR&D historical ratio;

(ii) Compute the average annual IR&D costs (hereafter called average), using the two highest of the preceding 3 years:

(iii) IR&D costs for the center for the current year which are not in excess of the product of the center's actual total sales (or other accepted base) for the current year and the IR&D historical ratio computed under subdivision (1) above (hereafter called product) shall be considered allowable only to the extent the product does not exceed 120 percent of the average. If the product is less than 80 percent of the average, costs up to 80 percent of the average shall be allowable.

(iv) Costs which are in excess of the ceiling computed in subdivision (iii) above are not allowable except where the ceiling computed for bid and proposal

cost under § 15.205-3 is reduced in an amount identical to the amount of any increase over the IR&D ceiling computed in subdivision (iii) above.

However, at the discretion of the contracting officer, an advance agreement may be negotiated when the contractor can demonstrate that the formula would produce a clearly inequitable cost recovery. The requirements of subparagraph (1) of this paragraph are not mandatory for such agreements.

(e) *Deferred costs (CWAS-NA).* IR&D costs which were incurred in previous accounting periods are unallowable, except when a contractor has developed a specific product at his own risk in anticipation or recovering the development costs in the sale price of the product provided that:

(1) The total amount of IR&D costs applicable to the product can be identified.

(2) The proration of such costs to sales of the product is reasonable.

(3) The contractor had no Government business during the time that the costs were incurred or he did not allocate IR&D costs to Government contracts except to prorate the cost of developing a specific product to the sales of that product, and

(4) No costs of current IR&D programs are allocated to Government work except to prorate the costs of developing a specific product to the sales of that product.

When deferred costs are recognized, the contact (except firm fixed-price and fixed-price with escalation) will include a specific provision setting forth the amount of deferred IR&D costs that are allocable to the contract. The negotiation memorandum will state the circumstances pertaining to the case and the reason for accepting the deferred costs.

#### § 15.205-44 Training and educational costs.

(g) Training and education costs in excess of those otherwise allowable under paragraphs (b) and (c) of this section may be allowed to the extent set forth in an advance agreement negotiated pursuant to § 15.107 (the limitation of § 15.107(b) notwithstanding). To be considered for an advance agreement, the contractor must demonstrate that such costs are consistently incurred pursuant to an established engineering or scientific training and education program, and that the course or degree pursued is relative to the field in which a bona fide employee is now working or may reasonably be expected to work.

#### § 15.205-48 Automatic data processing equipment (ADPE) leasing costs (CWAS).

(b) \* \* \*

(2) Furthermore, the costs of leasing ADPE are allowable only to the extent that the contractor can annually demonstrate in accordance with paragraph (d) of this section that such costs meet the criteria set forth in (1) through (iii)

hereunder. The aforementioned requirement for an annual demonstration is applicable irrespective of whether the term of the lease was renewed or otherwise extended by the contractor.

(i) The costs are reasonable and necessary for the conduct of the contractor's business in light of such factors as the contractor's requirements for ADPE, costs of comparable facilities, the various types of leases available and the provisions of the rental agreement;

(ii) The costs do not give rise to a material equity in the facilities (such as an option to renew or purchase at a bargain rental or price) other than that normally given to industry at large but represent charges only for the current use of the equipment including but not limited to any incidental service costs such as maintenance, insurance, and applicable taxes; and

(iii) If the total cost of leasing the ADPE is to be reimbursed under one or more cost-reimbursement type contracts, or if the total cost of leasing ADPE in a single plant, division or cost center exceeds \$500,000 per year and 50 percent or more of the total leasing cost is to be allocated to cost reimbursement type contracts, the approval of the contracting officer was obtained for the leasing arrangement (see §§ 15.107 and 3.110 of this chapter). (CWAS-NA)

#### § 15.205-49 Deferred research and development Costs (CWAS-NA).

As used herein, research and development refers to the type of technical effort which is described in § 15.205-35(a) but which is sponsored by, or required in performance of, a contract or grant. Research and development costs (including amounts capitalized) which were incurred prior to the award of a particular contract are unallowable except when allowable as precontract costs (see § 15.205-30). In addition, when costs are incurred in excess of either the price of a contract or amount of a grant for research and development effort, such excess may not be allocated as a cost to any other Government contract (see § 15.205-19).

### PART 16—PROCUREMENT FORMS

15. Sections 16.101-2(b) and 16.102-3(b)(4) are amended; §§ 16.403-2, 16.403-3, and 16.403-4 are revised; § 16.403-5 is revoked; § 16.815 (a) and (b) are revised; and §§ 16.824 and 16.828 are added, as follows:

#### § 16.101-2 Conditions for use.

(b) Standard Forms 32 and 33A and any additional general provisions may be attached to each copy of the solicitation. Alternatively, Standard Forms 32 and 33A may be incorporated by reference to the form number, name, and edition date; also, additional general provisions (contract clauses) that (1) are authorized in Part 7, of this chapter, (2) do not contain blanks to be filled in by the offeror and (3) are not modified,

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may be incorporated by reference to the ASPR paragraph number, clause title and date. No other contract clauses shall be incorporated by reference but they shall be set forth in full in the solicitation. Provisions relating to the solicitation, as distinct from the contract clauses, also must be set forth in full in the solicitation.

\* \* \* \* \*

**§ 16.102-3 Solicitation, Offer, and Award (Standard Form 33).**

\* \* \* \* \*

(b) \*

(4) Standard Forms 32 and 33A, if applicable, and any other general provisions may be attached to each copy of the *Solicitation, Offer and Award (Standard Form 33)*. Alternatively, Standard Forms 32 and 33A may be incorporated by reference to the form number, name, and edition date; also additional general provisions (contract clauses) that (i) are prescribed in Subpart A, Part 7 of this chapter and (ii) do not contain blanks to be filled in, may be incorporated by reference to the ASPR paragraph number, clause title and date. No other contract clauses shall be incorporated by reference but they shall be set forth in full in the solicitation. Provisions relating to the solicitation, as distinct from contract clauses, also must be set forth in full in the solicitation.

\* \* \* \* \*

**§ 16.403-2 Forms for architect-engineer contracts.**

The following forms are prescribed for use in procuring architect-engineer services:

(a) *Architect-Engineer Fixed-Price Contract (Standard Form 252)*. Instructions for Block entries are as follows:

(1) *Block 5—Project Title and Location*. Include a short description of the construction project and the estimated cost of constructing the facilities at the project. If the space provided is insufficient, include a more detailed description in Appendix A of the contract and list the Appendix A in Block 10.

(2) *Block 6—Contract For (General description of services to be provided)*. Include a brief description of the services and state that these services are fully set out in Appendix A (Scope of Work). Clearly specify the date by which design services must be completed. If supervision and inspection services during construction are to be procured, also clearly specify the date by which such services must be completed and add a statement that the Government may extend such period as provided in the Changes clause of the contract.

(3) *Block 7—Contract Amount*. If the contract is for both design and supervision and inspection services, set out the figures separately.

(b) *General Provisions (Architect-Engineer Contract) (Standard Form 253)*. Additional general provisions or modifications of the general provisions as authorized in §§ 7.607 and 7.608 of this chapter may be added to this form. Standard Form 253 with any additional

sheets necessary shall be attached to the executed contract.

(c) *Representations and Certifications (Construction Contract) (Standard Form 19-B)*. Pending publication of a new edition of the form, when the form is used in contracting for architect-engineer services, it shall be modified by an appropriate provision in the schedule, specifications, or continuation sheet as follows:

(1) Change the title of the form to read: *Representations and Certifications (Construction and Architect-Engineer Contracts)* (For use with Standard Forms 19, 21, and 252).

(2) Change the reference block to read: *Reference (Enter same No(s), as on SF 19, 21, and 252)*.

(3) Change (c) of paragraph 1, *Small Business*, to read: (c) Had average annual receipts for the preceding 3 fiscal years not exceeding \$7,500,000 for construction contracts, \$1 million for architect-engineer contracts primarily architectural, and \$5 million for architect-engineer contracts primarily engineering.

**§ 16.403-3 Statement of architect-engineer services.**

The services to be furnished by an architect-engineer should be carefully defined during negotiation of the contract and a statement of such services inserted in Appendix A (Scope of Work) of the contract. The statement should clearly state the nature and extent of the services in a concise form and include any special services such as the nature and extent of subsurface exploration prior to designing foundations, etc. A similar statement of supervision and inspection services should be prepared for inclusion in Appendix A (Scope of Work) of the contract if supervision and inspection services are included.

**§ 16.403-4 Terms, conditions and provisions.**

The use of additional contract provisions, e.g., payment schedule, surveys and subsoil information, and laboratory tests, consistent with those contained in §§ 7.607 and 7.608 of this chapter are authorized, and, where required elsewhere in ASPR, the use of such additional provisions is mandatory.

**§ 16.403-5 [Revoked]**

**§ 16.815 Contract Data Requirements List (DD Form 1423).**

(a) Except as provided in paragraph (b) of this section, DD Form 1423 provides in one place in the contract a list of data items required to be delivered under the contract and, in the case of negotiated contracts over \$100,000, provides the means for obtaining from the contractor (and offerors) an estimate of what portion of the total price is attributable to the production or development of the listed data (not to the sale of rights in the data). Use of DD Form 1423 also helps achieve the following objectives of the Department of Defense with respect to the acquisition of data:

\* \* \* \* \*

(b) Except as set forth in § 7.104-9(n) of this chapter, DD Form 1423 or its mechanized equivalent shall be used when data is required to be delivered under a contract, and shall constitute the sole contractual list of requirements for the amounts and kinds of data required. When DD Form 1423 is used, it will be completed and furnished to the contracting officer by the personnel responsible for determining the data requirements of the contract. The reverse side of the form contains instructions for offerors to follow in entering on the form the price group and estimated price for each data item. The identification of a data item in a standard, specification or similar document does not establish data requirements under a contract; nor does the identification of a data item included in an alteration to a Part 7, of this chapter clause constituting an approved deviation pursuant to § 1.109 (and § 9.202-3 of this chapter when applicable). Government personnel are therefore cautioned that, except for the situations listed in § 7.104-9(h) of this chapter and data called for by ASPR section VII clauses included in the contract, the delivery of any data item can be assured only by listing it on the DD Form 1423. The clause set forth in § 7.104-9(n) of this chapter shall be used when the DD Form 1423 is used.

**§ 16.824 Financial Report of Government Property (DD Form 1662).**

DD Form 1662 is prescribed for use by contractors to report the dollar amount of certain classes of Government Property and the quantity of IPE in their possession or control (including property at subcontractor plants for which the prime contractor is accountable), as of 30 June of each year. (See § 30.2, Part 3, Item 311 of this chapter and § 30.3, Part 3, Item 311 of the chapter). Local reproduction of DD Forms 1662 is authorized.

**§ 16.828 Data Item Description (DD Form 1664).**

(a) DD Form 1664 describes a data item to be delivered by a contractor. Completed forms are available as indicated in § 1.1203 of this chapter.

(b) Preparation instruction on the DD Form 1664 by specifically identifying and describing the data, or by indicating the source documents for preparation of the data item, or when the data item is adequately described in another document, such as specification; the document(s) may be referenced, and the description of the data need not be repeated on the DD Form 1664. When the reference method is practical, the DD Form 1664 will contain:

(1) Specific paragraph identification of the preparation instructions contained in the referenced document(s), and

(2) Additions, deletions or deviations to the referenced document(s) to meet the needs of a contract.

(c) Requirements to perform work tasks (i.e., perform systems analyses, perform tests, conduct reviews, etc.) which may result in the generation of data, must appear in the contract statement of work, and not on the DD Form 1664.

Likewise, acceptance or inspection designations will not be included on the DD Form 1664, but evaluation criteria for acceptance of the data may be included.

## PART 18—PROCUREMENT OF CONSTRUCTION AND CONTRACTING FOR ARCHITECT-ENGINEER SERVICES

16. Sections 18.307(b) and 18.619 are amended; § 18.625 is revised; §§ 18.627 and 18.628 are revoked; § 18.703-1 is revised; § 18.703-2 is revoked; §§ 18.703-4 and 18.704-2(d) (ii) and (vi) are revised; § 18.900 is amended; the clause in § 18.905 is revised; and §§ 18.908 (b) and (c) and 18.910-1(a) are revised, as follows:

### § 18.307 Additional work under fixed-price architect-engineer contracts.

(b) If the work to be performed under the modification is within the general scope of the contract, the contracting officer shall, under the provisions of the "Changes" clause (see § 7.607-3 of this chapter) by written order, with or without prior negotiation, direct that the changes be made, and where such action causes an increase or decrease in the contractor's cost or time required for performance of the contract, an equitable adjustment shall be made. Where there is a failure to agree as to the equitable adjustment, the provisions of the "Disputes" clause will be followed.

### § 18.619 Termination of fixed-price architect-engineer contracts for default.

Under the "Termination" clause set forth in § 8.701(c) of this chapter, the Government may terminate a fixed-price architect-engineer contract whenever the architect-engineer shall default in performance of the contract in accordance with its terms. The contracting officer shall consider the factors set forth in § 18.618-4(a) in determining whether to terminate an architect-engineer contract for default. If the contracting officer determines that it is in the best interest of the Government to terminate for default the notice described in § 18.618-4(c) shall be forwarded to the architect-engineer. If the contract is so terminated, the Government may take over the work and services and prosecute same to completion by contract or otherwise, and the architect-engineer shall be liable to the Government for any excess costs occasioned the Government thereby. Any such excess costs shall be liquidated by use of the retained percentages of progress payments previously made to the architect-engineer and any progress payments due for work completed prior to termination for default. If such retained funds are not sufficient to liquidate such liability, the contracting officer shall make a written demand upon the architect-engineer for the unliquidated balance thereof.

### § 18.625 Termination clause for fixed-price architect-engineer contracts.

The clause in § 8.701(c) of this chapter covering both terminations for convenience and terminations for default shall be inserted in each fixed-price type contract, as defined in § 3.404 of this chapter, for architect-engineer services.

### § 18.627 [Revoked]

### § 18.628 [Revoked]

### § 18.703-1 Clauses for general use.

Every construction contract in excess of \$2,000 for work within the United States shall include the following clauses.

(a) *Davis-Bacon Act* (40 U.S.C. 276a to a-7).

#### DAVIS-BACON ACT (40 U.S.C. 276a to a-7) (FEBRUARY 1972)

(a) All mechanics and laborers employed or working directly upon the site of the work shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Copeland Regulations (29 CFR, Part 3)), the full amounts due at time of payment computed at wage rates not less than the aggregate of the basic hourly rates and the rates of payments, contributions, or costs for any fringe benefits contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and such laborers and mechanics. A copy of such wage determination decision shall be kept posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers.

(b) The Contractor may discharge his obligation under this clause to workers in any classification for which the wage determination decision contains:

(1) Only a basic hourly rate of pay, by making payment at not less than such basic hourly rate, except as otherwise provided in the Copeland Regulations (29 CFR, Part 3); or

(2) Both a basic hourly rate of pay and fringe benefits payments, by making payment in cash, by irrevocably making contributions pursuant to a fund, plan, or program for, and/or by assuming an enforceable commitment to bear the cost of, bona fide fringe benefits contemplated by the Davis-Bacon Act, or by any combination thereof. Contributions made, or costs assumed, on other than a weekly basis shall be considered as having been constructively made or assumed, during a weekly period to the extent that they apply to such period. Where a fringe benefit is expressed in a wage determination in any manner other than as an hourly rate and the Contractor pays a cash equivalent or provides an alternative fringe benefit, he shall furnish information with his payrolls showing how he determined that the cost incurred to make the cash payment or to provide the alternative fringe benefit is equal to the cost of the wage determination fringe benefit. In any case where the Contractor provides a fringe benefit different from any contained in the wage determination, he shall similarly show how he arrived at the hourly rate shown therefor. In the event of disagreement between or among the interested parties as to an equivalent of any fringe benefit, the Contracting Officer shall submit the question, together with his recommendation, to the Secretary of Labor for final determination.

(c) The assumption of an enforceable commitment to bear the cost of fringe benefits, or the provision of any fringe benefits not expressly listed in section 1(b)(2) of the Davis-Bacon Act or in the wage determination decision forming a part of the contract, may be considered as payment of wages only with the approval of the Secretary of Labor pursuant to a written request by the Contractor. The Secretary of Labor may require the Contractor to set aside assets, in a separate account, to meet his obligations under any unfunded plan or program.

(d) The Contracting Officer shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination decision and which is to be employed under the contract shall be classified or reclassified conformably to the wage determination decision and shall report the action taken to the Secretary of Labor. If the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers or mechanics, including apprentices and trainees, to be used, the Contracting Officer shall submit the question, together with his recommendation, to the Secretary of Labor for final determination.

(e) In the event it is found by the Contracting Officer that any laborer or mechanic employed by the Contractor or any subcontractor directly on the site of the work covered by this contract has been or is being paid at a rate of wages less than the rate of wages required by paragraph (a) of this clause, the Contracting Officer may (i) by written notice to the Government Prime Contractor terminate his right to proceed with the work, or such part of the work as to which there has been a failure to pay said required wages, and (ii) prosecute the work to completion by contract or otherwise, whereupon such Contractor and his sureties shall be liable to the Government for any excess costs occasioned the Government thereby.

(f) Paragraphs (a) through (e) of the clause shall apply to this contract to the extent that it is (i) a prime contract with the Government subject to the Davis-Bacon Act or (ii) a subcontract also subject to the Davis-Bacon Act under such prime contract.

### (b) Contract Work Hours and Safety Standards Act—overtime compensation.

#### CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (40 U.S.C. 327-330) (FEBRUARY 1972)

(a) The Contractor shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this contract to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek, whichever is the greater number of overtime hours. The "basic rate of pay," as used in this clause, shall be the amount paid per hour, exclusive of the Contractor's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination, whichever is greater.

(b) In the event of any violation of the provisions of paragraph (a), the Contractor shall be liable to any affected employee for any amounts due, and to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each

## RULES AND REGULATIONS

individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight (8) hours or in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by paragraph (a).

(c) *Apprentices and trainees.*

APPRENTICES AND TRAINEES (FEBRUARY 1972)

(a) Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the aforesaid Bureau of Apprenticeship and Training. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subparagraph (b) of this clause, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor shall furnish written evidence of the registration of his program and apprentices as well as of the ratios allowed and the wage rates required to be paid thereunder for the area of construction, prior to using any apprentices in the contract work. "Apprentice" means a person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or a person in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Council to be eligible from probationary employment as an apprentice.

(b) Trainees shall be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training. "Trainee" means a person receiving on-the-job training in a construction occupation under a program which is approved (but not necessarily sponsored) by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and which is reviewed from time to time by the Manpower Administration to insure that the training meets adequate standards.

(c) The Contractor shall make a diligent effort to hire for performance of work under this contract a number of apprentices or trainees, or both, in each occupation, which bears to the average number of the journeymen in that occupation to be employed in the performance of the contract the applicable ratio as set forth in paragraph (c) (6) of this clause.

(1) The Contractor shall assure that twenty-five percent (25%) of such apprentices or trainees in each occupation are in their first year of training, where feasible. Feasibility here involves a consideration of (i) the availability of training opportunities for first year apprentices, (ii) the hazardous

nature of the work for beginning workers and (iii) excessive unemployment of apprentices in their second and subsequent years of training.

(2) The Contractor shall, during the performance of the contract, to the greatest extent possible, employ the number of apprentices or trainees necessary to meet currently the requirements of paragraphs (c) and (c) (1) of this clause.

(3) The Contractor shall maintain records of employment on this contract by trade of the number of apprentices and trainees, apprentices and trainees in first year of training, and of journeymen, and the wages paid and hours of work of such apprentices, trainees and journeymen. In addition, the Contractor who claims compliance based on the criterion set forth in paragraph (4) (ii) of this clause shall maintain such records of employment on all his construction work in the same labor market area, both public and private, during the performance of this contract.

(4) The Contractor will be deemed to have made a "diligent effort" as required by paragraph (c) if during the performance of this contract, he accomplishes at least one of the following three objectives: (i) The Contractor employs under this contract a number of apprentices and trainees by craft, at least equal to the ratios established in accordance with paragraph (6) of this clause, or (ii) the Contractor employs, on all his construction work, both public and private, in the same labor market area, an average number of apprentices and trainees by craft at least equal to the ratios established in accordance with paragraph (6) of this clause, or (iii) the Contractor (A) if covered by a collective bargaining agreement, before commencement of any work on the project, has given written notice to all joint apprenticeship committees, the local U.S. Employment Security Office, local chapter of the Urban League, Workers Defense League, or other local organizations concerned with minority employment, and the Bureau of Apprenticeship and Training Representatives, U.S. Department of Labor for the locality of the work; (B) if not covered by a collective bargaining agreement, has given written notice to all of the groups stated above, except joint apprenticeship committees, and will in addition notify all nonjoint apprenticeship sponsors in the labor market area; (C) has employed all qualified applicants referred to him through normal channels (such as the Employment Service, the Joint Apprenticeship Committee, and where applicable, minority organizations and apprentice outreach programs who have been delegated this function) at least up to the number of such apprentices and trainees required by paragraph (6) of this clause; (D) notice, as referred to herein, will include at least the Contractor's name and address, job site address, value of the contract, expected starting and completion dates, the estimated average number of employees in each occupation to be employed over the duration of the contract work, and a statement of his willingness to employ a number of apprentices and trainees at least equal to the ratios established in accordance with paragraph (6) of this clause. A copy of this notice shall be furnished to the Contracting Officer upon request.

(5) The Contractor shall supply, to the Contracting Officer, and to the Secretary of Labor, a report at three month intervals during performance of the contract and after completion of contract performance a statement describing steps taken toward making

a diligent effort and containing a breakdown by craft, of hours worked and wages paid for first year apprentices and trainees, other apprentices and trainees, and journeymen.

(6) The applicable ratios of apprentices and trainees to journeymen in any occupation for the purpose of this clause shall be as follows: (i) In any occupation the applicable ratio of apprentices and trainees to journeymen shall be equal to the predominant ratio for the occupation in the area where the construction is being undertaken, set forth in collective bargaining agreements, or other employment agreements, and available through the Bureau of Apprenticeship and Training Representative, U.S. Department of Labor for the locality of the work.

(ii) For any occupation for which no ratio is found, the ratio of apprentices and trainees to journeymen shall be determined by the contractor in accordance with the recommendations set forth in the Standards of the occupation, which are on file at offices of the U.S. Department of Labor's Bureau of Apprenticeship and Training. (iii) For any occupation for which no such recommendations are found, the ratio of apprentices and trainees to journeymen shall be at least one apprentice or trainee for every five journeymen.

NOTE: Paragraphs (a) and (b) of this clause apply to contracts in excess of \$2,000; in addition, paragraph (c) applies to contracts in excess of \$10,000.

(d) *Payrolls and basic records.*

PAYROLLS AND BASIC RECORDS (JUNE 1969)

(a) The Contractor shall maintain payrolls and basic records relating thereto during the course of the work and shall preserve them for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Contractor has obtained approval from the Secretary of Labor as provided in paragraph (c) of the clause entitled "Davis-Bacon Act," he shall maintain records which show the commitment, its approval, written communication of the plan or program to the laborers or mechanics affected, and the costs anticipated or incurred under the plan or program.

(b) The Contractor shall submit weekly a copy of all payrolls to the Contracting Officer. The Government Prime Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The copy shall be accompanied by a statement signed by the Contractor indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor, and that the classifications set forth for each laborer or mechanic conform with the work to be performed. Weekly Submission of the "Statement of Compliance" required under this contract and the Copeland Regulations of the Secretary of Labor (29 CFR, Part 3) shall satisfy the requirement for submission of the above statement. The Contractor shall submit also a copy of any approval by the Secretary of Labor with respect to fringe benefits which is required by paragraph (c) of the clause entitled "Davis-Bacon Act."

(c) The Contractor shall make the records required under this clause available for in-

spection by authorized representatives of the Contracting Officer and the Department of Labor, and shall permit such representatives to interview employees during working hours on the job.

(e) *Compliance with Copeland regulations.*

COMPLIANCE WITH COPELAND REGULATIONS  
(JUNE 1964)

The Contractor shall comply with the Copeland Regulations of the Secretary of Labor (29 CFR, Part 3) which are incorporated herein by reference.

(f) *Withholding of funds.*

WITHHOLDING OF FUNDS (FEBRUARY 1972)

(a) The Contracting Officer may withhold or cause to be withheld from the Government Prime Contractor so much of the accrued payments or advances as may be considered necessary (1) to pay laborers and mechanics including apprentices and trainees, employed by the Contractor or any subcontractor on the work the full amount of wages required by the contract, and (2) to satisfy any liability of any Contractor for liquidated damages under the clause entitled "Contract Work Hours and Safety Standards Act—Overtime Compensation."

(b) If any Contractor fails to pay any laborer or mechanic including any apprentice or trainee employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Government Prime Contractor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

(g) *Subcontracts.*

SUBCONTRACTS (FEBRUARY 1972)

The Contractor agrees to insert the clauses hereof entitled "Davis-Bacon Act," Contract Work Hours and Safety Standards Act—Overtime Compensation," "Apprentices and Trainees," "Payrolls and Basic Records," "Compliance With Copeland Regulations," "Withholding of Funds," "Subcontracts," and "Contract Termination—Debarment" in all subcontracts. The term "Contractor" as used in such clauses in any subcontract shall be deemed to refer to the subcontractor except in the phrase "Government Prime Contractor."

(h) *Contract termination—debarment.*

CONTRACT TERMINATION—DEBARMENT  
(APRIL 1972)

A breach of the clauses hereof entitled "Davis-Bacon Act," "Contract Work Hours and Safety Standards Act—Overtime Compensation," "Apprentices and Trainees," "Payrolls and Basic Records," "Compliance With Copeland Regulations," "Withholding of Funds," and "Subcontracts" may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

§ 18.703-2 [Revoked]

§ 18.703-4 Overseas contracts.

Every construction contract (a) in excess of \$2,000 for work in Puerto Rico, the Virgin Islands, Outer Continental Shelf Lands defined in the Outer Continental Shelf Lands Act, American Samoa, Guam, Wake Island, Eniwetok Atoll, Kwajalein Atoll, Johnston Island or the Canal Zone shall include (1) the clause entitled Contract Work Hours and Safety Standards Act—Overtime Compensation,

set forth in § 18.703-1(b); (2) the Subcontracts clause set forth in § 18.703-1(g), except that the first sentence thereof shall be modified to refer only to the clauses entitled Contract Work Hours and Safety Standards Act—Overtime Compensation, Subcontracts, and Contract Termination—Debarment, and (3) the clause entitled Contract Termination—Debarment set forth in § 18.703-1(h), except that the clause shall be modified to refer only to the clauses entitled Contract Work Hours and Safety Standards Act—Overtime Compensation and Subcontracts; (b) in excess of \$10,000 requiring payment of minimum wages determined in accordance with the Davis-Bacon Act for work in Puerto Rico, the Virgin Islands, Outer Continental Shelf Lands as defined in the Outer Continental Shelf Lands Act, American Samoa, Guam, Wake Island, Eniwetok Atoll, Kwajalein Atoll or Johnston Island shall also include the clause entitled "Apprentices and Trainees" set forth in § 18.703-1(c).

§ 18.704-2 Wage determinations.

\* \* \*

(d) \* \* \*

(ii) Under "Description of Work" include a statement of whether an area or installation (54-A) or individual determination is desired. Line 4 of the DB-11 provides for designation of the three most common types of construction (Building, Heavy, Highway Construction). Where a different type of work (such as family housing construction) is to be performed, it shall be indicated on line 4 of the DB-11 in lieu of checking any of the blocks contained on that line. When the request indicates a type of construction other than building, heavy or highway, it is of particular importance, in order to avoid delay, that the request be accompanied by (a) any pertinent wage payment information which may be available, and (b) a copy of the pertinent portions of the specifications or a detailed description of the work to be performed. Where the Secretary of Labor has issued a general wage determination, a request should be submitted only when the type of work to be performed is not included in the description of work set forth in the decision. If additional space is needed, a separate attachment may be submitted with the form. Additional information requirements for installation determination requests are set out at subdivision (vi) of this paragraph.

\* \* \*

(vi) In every case where an installation wage determination is being requested, the following information shall be provided in an attachment to the DB-11, in addition to other applicable requirements contained in subdivisions (i) through (v) of this subparagraph.

(a) A complete statement of reasons for requiring an installation type of wage determination for the installation.

(b) A complete statement of the incidence of use of the last previously issued installation determination, the total dollar amount of the contract awarded

thereunder, and an estimate of the use of any new determination during its 120-day life. This should include a brief description of the planned projects (i.e., commercial, residential, heavy or highway), the estimated cost of each project, and the kinds of laborers and mechanics likely to be employed.

\* \* \* \* \*

§ 18.900 Scope of subpart.

This subpart sets forth the policies, instructions, and contract clauses pertaining to patents, data, and copyrights in connection with the procurement of construction and related architect-engineer services. The provisions of Part 9 of this chapter as they relate to supplies are applicable where the procurement is of 2 construction materials or supplies as such, as distinguished from "construction" as defined in § 18.101-1. Similarly, the provisions of Part 9 of this chapter as they relate to research and development apply where one of the purposes of the procurement is experimental, developmental, or research work, or test and evaluation studies (involving such work) of structures, equipment, processes, or materials for use in construction. Where the proposed contract calls for either (a) experimental, developmental, or research work, or (b) supplies and materials, in addition to either construction or architect-engineer work, the pertinent provisions of Part 9 of this chapter shall be added to the contract pursuant to instructions contained in this subpart. In such cases, the contract shall indicate clearly which of the clauses apply only to the experimental, developmental, or research work, or to the supplies and materials being procured, and which apply only to the construction or architect-engineer work. (See § 18.910-3.)

§ 18.905 Approval of restricted designs.

\* \* \* \* \*

NOTICE AND APPROVAL OF RESTRICTED DESIGNS  
(APRIL 1972)

In the performance of this contract, the Architect-Engineer shall, to the extent practicable, make maximum use of structures, machines, products, materials, construction methods, and equipment which are readily available through Government or competitive commercial channels, or through standard or proven production techniques, methods, and processes. Unless approved by the Contracting Officer the Architect-Engineer shall not, in the performance of the work called for by this contract, produce a design or specification such as to require in this construction work the use of structures, products, materials, construction equipment, or processes which are known by the Architect-Engineer to be available only from a sole source. As to any such design or specification the Architect-Engineer shall report to the Contracting Officer giving the reason or reasons why it is considered necessary to so restrict the design or specification.

§ 18.908 Patents rights.

\* \* \* \* \*

(b) Any construction or architect-engineer contract which calls for or can be expected to involve only standard types of construction to be built by

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previously developed equipment, methods, and processes shall not include a patent rights clause. The term "standard types of construction" as used herein means construction in which the distinctive features, if any, in all likelihood will amount to no more than:

(1) Variations in size, shape, or capacity of otherwise structurally orthodox and conventionally acting single structural members or multi-member structural groupings; or

(2) Purely artistic or esthetic (as distinguished from functionally significant) architectural configurations and designs of both structural and nonstructural members of groupings, which may or may not be sufficiently novel or meritorious to qualify for protection under the design patent or copyright laws.

Rights of the Government in and to any such distinctive design or copyright features, as distinguished from inventions of a mechanical or functional nature resulting from an architect-engineer contract, are provided for in the clause in § 18.910-1(a)(2) entitled "Drawings and Other Data to Become Property of Government."

(c) Construction and architect-engineer contracts which require the development of novel structures, machines, products, equipment (including construction equipment), materials or processes shall include the clause in § 18.910-1(a)(2) in addition to the appropriate "Patent Rights" clause in Part 9 of this chapter.

#### § 18.910-1 Architectural designs and data clauses for architect-engineer or construction contracts.

(a) *Plans and specifications and as-built drawings.* (1) Except as provided in subparagraph (2) of this paragraph, insert the following clause in contracts calling for architect-engineer services or for construction involving architect-engineer services:

##### GOVERNMENT RIGHTS (UNLIMITED) (APRIL 1972)

The Government shall have unlimited rights, for the benefit of the Government, in all drawings, designs, specifications, notes and other work developed in the performance of this contract, including the right to use same on any other Government work without additional cost to the Government; and with respect thereto the Architect-Engineer<sup>5</sup> agrees to and does hereby grant to the Government a royalty-free license to all such data which he may cover by copyright and to all designs as to which he may assert any rights or establish any claim under the design patent or copyright laws. The Architect-Engineer<sup>5</sup> for a period of three (3) years after completion of the project agrees to furnish and to provide access to the originals or copies of all such materials on the request of the Contracting Officer.

(2) Where the purpose of a contract for architect-engineer services or for construction involving architect-engineer services is to obtain a unique

<sup>5</sup> When used in construction contracts, substitute "Contractor" for Architect-Engineer.

architectural design of a building, a monument, or construction of similar nature, which for artistic, esthetic or other special reasons the Government does not want duplicated by anyone else, the Government may desire to acquire exclusive control of the data pertaining to such design. In those cases only where the contracting officer determines for the foregoing reasons that it is desirable to maintain exclusive control over the design and data, the "Government Rights (Unlimited)" clause on SF 253 shall be deleted and the following clause substituted therefor:

##### DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF THE GOVERNMENT (APRIL 1972)

All designs, drawings, specifications, notes, and other work developed in the performance of this contract shall be and remain the sole property of the Government and may be used on any other work without additional compensation to the Architect-Engineer<sup>5</sup>. With respect thereto, the Architect-Engineer<sup>5</sup> agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The Architect-Engineer<sup>5</sup> for a period of three (3) years after completion of the project agrees to furnish and provide access to all retained materials on the request of the Contracting Officer. Unless otherwise provided in this contract, the Architect-Engineer<sup>5</sup> shall have the right to retain copies of all such materials beyond such period.

#### PART 19—TRANSPORTATION

19. Section 19.213-1(c) is amended; § 19.213-2 is revised; and § 19.215 is amended, as follows:

##### § 19.213-1 Solicitation provisions.

\* \* \* \* \*

(c) Except for contracts to which paragraph (b) of this section applies, other CONUS ports which meet the eligibility criteria compatible with the nature and quantity of the supplies, their destination, type of carrier required, and specified overseas delivery dates also may be listed in the solicitation for evaluation purposes. This will permit bidders or offerors, who are geographically remote from the port which normally serves the overseas destination, to be competitive as far as transportation costs are concerned. Ports of loading to be included in the solicitation may be determined through coordination with the headquarters of the Military Traffic Management and Terminal Service (MTMTS) serving the area in which the purchasing office is located.

\* \* \* \* \*

##### § 19.213-2 Military Standard Transportation Movement Procedures (MIL STAMP) Documentation and Export Releases.

A transportation Control Movement Document (TCMD) must be dispatched to the appropriate air or water clearance authority in accordance with MIL-STAMP procedures, for all shipments

<sup>5</sup> When used in construction contracts, substitute "Contractor" for "Architect-Engineer."

consigned to either air or water terminal transshipment points. Additionally, an export release must be obtained for certain categories of supplies to be transshipped via a water port of loading to overseas destination (see § 19.213-1 and § 16.823 of this chapter). MILSTAMP procedures are designed to be compatible with export release procedures for controlling the movement of cargo via water and air terminals. To assure control of export traffic, the clause in § 104-74 of this chapter shall be inserted in solicitations and contracts calling for shipments consigned to either air or water terminal transshipment points.

##### § 19.215 Diversions affecting f.o.b. destination transportation costs.

To provide the measure for adjustment of shipping costs if the contracting officer directs a change in the place of delivery on f.o.b. destination contracts, the solicitation shall include the clause in § 7.104-75 of this chapter.

#### PART 23—SUBCONTRACTING POLICIES AND PROCEDURES

18. Section 23.100 is amended; § 23.101 is revised; §§ 23.102 through 23.102-4 are revoked; §§ 23.201, 23.201-1, and 23.201-2 are revised; and § 23.201-4 is added, as follows:

##### § 23.100 Scope of subpart.

This subpart sets forth the requirements for conducting a contractor procurement system review (CPSR) under the direction of a procurement methods analyst (PMA). The objectives of the review are to provide:

(a) A means for evaluating the efficiency and effectiveness with which the contractor spends Government funds;

(b) The basis for the administrative contracting officer (ACO) to grant, withhold, or withdraw approval of the contractor's procurement system;

(c) Reliable current information to the procuring contracting officer (PCO) on the contractor's procurement system for use in source selection, determining the appropriate type of contract, and establishing profit and fee objectives;

(d) An independent review of the contractor's procurement system to optimize its effectiveness in complying with Government policy; and

(e) Current procurement system information for appropriate Department of Defense activities in areas of Government interest.

The term "contractor," as used in this subpart, means a separate entity of a contractor, such as an affiliate, division, or plant, which performs its own purchasing.

##### § 23.101 Review criteria.

(a) *Initial review.* An initial review shall be made of a contractor's purchasing system when he is expected to have sales to the Government in excess of \$5 million during the next 12 months on other than firm fixed-price and fixed-price with escalation contracts. In addi-

tion, consideration shall be given to the conduct of a CPSR when sales to the Government on non-competitive negotiated contracts (including modifications to competitively awarded contracts), regardless of contract type, are expected to exceed \$5 million either alone or in combination with the above criteria in this paragraph. Generally a CPSR should not be performed for a specific contract.

(b) *Subsequent review.* If a contractor's purchasing system is approved, the ACO shall make an annual evaluation of the need to perform a subsequent CPSR. If it is determined that a subsequent review is needed, it should generally be limited to areas of weakness or particular importance and may include consideration of factors listed in § 23.103(a). An in-depth subsequent review shall be conducted if necessary to validate the current adequacy of the entire system.

(c) *Special reviews of approved systems.* After approval of the contractors' procurement system, the ACO, or the PMA with the concurrence of the ACO, may initiate special reviews in connection with weaknesses revealed as a result of:

(1) The initial or subsequent review;  
(2) The review of subcontracts submitted under the notification requirement of contract clauses;

(3) Major changes in the contractor's procurement policies, procedures, or key personnel;

(4) Changes in plant workload or type of work; or

(5) Information provided by Government personnel.

In conducting such reviews, the same effectiveness criteria used in previous reviews the same effectiveness criteria used in previous reviews shall be applied to the area being examined.

(d) *Review of procurement systems when approval is withheld or withdrawn.* If approval of a contractor's procurement system is withheld or withdrawn, a follow-up review shall be made as soon as evidence is received from the contractor that the factors leading to such action have been corrected. Whether this follow-up review consists of a complete re-examination of the contractor's procurement system or is confined to the areas found deficient shall be a matter of judgment and will depend on the time lapse between the notice to the contractor of withholding or withdrawal of approval and the follow-up review.

§§ 23.102 through 23.102-4 [Revoked]

§ 23.201 Subcontract clauses.

§ 23.201-1 Clause entitled "Subcontracts" for fixed-price contracts.

(a) The clause set forth in § 7.104-23 this chapter shall be inserted in all fixed-price type contracts.

(b) The clause may be modified to:  
(1) Lower the \$100,000 threshold set forth in (ii) and (iii) of paragraph (b) of the clause when it is determined that closer surveillance of subcontracting is desirable because of such factors as the

nature of the industry involved, the criticality of work which will probably be subcontracted, the absence of competition in placing the prime contract, uncertainties as to the adequacy of the contractor's procurement system, or the novelty of the supplies or services being procured;

(2) Delete the requirement for advance notification of, or consent to, any subcontracts which were evaluated during negotiations;

(3) Require extraordinary Government surveillance in exceptional cases of subcontracts or classes of subcontracts selected during negotiation. In this event, insert as paragraph (g) of the § 7.104-23 clause, the provision set forth under § 7.104-23(b) of this chapter.

§ 23.201-2 Clause entitled "subcontracts" for cost-reimbursement and letter contracts.

(a) The appropriate clause entitled "Subcontracts" from either § 7.203-8 or § 7.402-8 of this chapter shall be included in all cost-reimbursement and letter contracts.

(b) (1) Under cost-reimbursement and letter contracts, other than facilities contracts, consent is required for:

(i) Subcontracts for fabrication, purchase, rental, installation, or other acquisition of special test equipment having a value in excess of \$1,000 or of any items of industrial facilities; and

(ii) Subcontracts for research and development (where the clause in § 7.402-8 of this chapter is used).

(2) Consent is also required for the following additional subcontracts under cost-reimbursement and letter contracts, unless the contractor's procurement system has been approved:

(i) Cost-reimbursement, time and materials or labor-hour subcontracts; and

(ii) Fixed-price subcontracts exceeding either \$25,000 or 5 percent of the total estimated prime contract price.

(3) See § 7.702-33 or § 7.703-25 of this chapter for requirements for approval of subcontracts under facilities contracts.

(c) Purchases by a contractor from General Services Administration supply sources, under a written authorization by the contracting officer (see § 5.906 of this chapter), shall be treated as having been made with the consent of the contracting officer as required by the clause set forth in § 7.204-28 or § 7.403-23 of this chapter.

(d) In exceptional circumstances, certain subcontracts or classes of subcontracts may be selected during negotiation for extraordinary Government surveillance. In such circumstances, insert as subparagraph (j) of the § 7.203-8 clause, the provision set forth under § 7.203-8(b) of this chapter.

§ 23.201-4 Clause entitled "equal opportunity preaward clearance of subcontracts."

The clause set forth in § 7.104-22 of this chapter and repeated below shall be inserted in all contracts containing any of the "Subcontracts" clauses prescribed by this subpart.

#### EQUAL OPPORTUNITY PRE-AWARD CLEARANCE OF SUBCONTRACTS (OCTOBER 1971)

Notwithstanding the clause of this contract entitled "Subcontracts," the Contractor shall not enter into a first-tier subcontract for an estimated or actual amount of \$1 million or more without obtaining in writing from the Contracting Officer a clearance that the proposed subcontractor is in compliance with equal opportunity requirements and therefore is eligible for award.

#### PART 24—DISPOSITION OF PERSONAL PROPERTY IN POSSESSION OF CONTRACTORS

19. Section 24.101-14 is revised; § 24.101-15 is amended; and § 24.302-8 (b) (5) is revised, as follows:

##### § 24.101-14 Controlled substances.

"Controlled substances" means any of the following:

(a) Narcotic (opium), depressant, stimulant (demerol), or hallucinogenic drug (marijuana) or substance;

(b) Any other drug or substance found by the Attorney General to require control as provided by title II of the Comprehensive Drug Abuse Prevention And Control Act of 1970; or

(c) Any other drug or substance required to be controlled by the United States by international treaty, convention, or protocol.

##### § 24.101-15 Personal property.

"Personal property" means property of any kind or any interest therein, except real property as defined in § 30.2, Part 1, Item 102.8 of this chapter, and vessels of the following categories: Battleships, cruisers, aircraft carriers, destroyers, and submarines.

##### § 24.302-8 General sales terms and conditions and special conditions of sale.

• \* \* \* \*

(b) \* \* \* \* \*  
(5) *Controlled substances.* The sale of any controlled substance, e.g., narcotics, stimulants, depressants, hallucinogenic drugs, shall be subject to the following special conditions:

*Controlled substances.* Bids will be rejected unless the Bidder submits the following certification with his bid: "The undersigned represents and warrants that he is registered under The Comprehensive Drug Abuse Prevention And Control Act of 1970, and is authorized under the law and by the Attorney General, U.S. Department of Justice (Bureau of Narcotics and Dangerous Drugs) to buy controlled substances either as a medical practitioner, dealer or manufacturer of controlled substances."

#### PART 26—CONTRACT MODIFICATIONS

20. Section 26.101(b) is revised, as follows:

##### § 26.101 Policy.

• \* \* \* \*  
(b) Policy regarding the pricing of contract modifications, including changes

## RULES AND REGULATIONS

which could be issued unilaterally, is as follows:

(1) *Contracts, other than for major defense systems.* The price of contract modifications shall be negotiated prior to their execution if this can be done without adversely affecting the interests of the Government. If a significant cost increase could result from a modification and time does not permit negotiation of a price, at least a maximum price shall be negotiated unless to do so would be impractical.

(2) *Major defense systems contracts.* When modifications are necessary to major defense systems contracts, either a final price or an established ceiling shall be negotiated prior to execution, unless to do so would be patently impractical.

• • • • •

**PART 30—APPENDIXES TO ARMED SERVICE PROCUREMENT REGULATIONS**

21. In § 30.2, Part 1, Items 102.22 and 102.23 are added; in Part 3 of this section, Item 300 is revised, Item 301(c) is amended, and Items 306.1(a) and 311 are revised, as follows:

**§ 30.2 Appendix B—Control of Government property in possession of contractors.**

Part 1—INTRODUCTION

102.22 "Work-in-process" for the purpose of financial reporting means material (see Item 102.4 of this part) which has been released to the production element.

102.23 "Dollar amount" for the purpose of financial reporting means acquisition cost of property (see Part 3, Item 302 of this section).

Part 3—RECORDS OF GOVERNMENT PROPERTY

300 *Scope of part.* This part prescribes minimum requirements for the establishment and maintenance of records by the contractor for Government property in his possession or control and for the submission of reports by the prime contractor of Government property, including property located at subcontractor plants, for which he is accountable.

301 *General.* \* \* \*

(c) The official records shall be kept in such condition that at any stage of work under a contract the status of Government property may be readily ascertained.

306.1 *Centrally Reportable Industrial Plant Equipment.* (a) The contractor shall prepare a DD Form 1342 for each item of equipment identified as Industrial Plant Equipment (IPE), including items which, though part of a manufacturing system, would otherwise qualify as industrial plant equipment. General purpose components of special test equipment, which would otherwise qualify as IPE, should not be reported until there is no longer a requirement for the test equipment. The forms will be prepared in accordance with instructions contained in AR 700-43/NAVSUP PUB 5009/AFM 78-1/DSAM 4215.1—Defense Industrial Plant Equipment Center Operations, at the time (1) of receipt and acceptance of accountability by the contractor; (2) major changes as specified by DSAM 4215.1 occur in the data initially submitted to DIPEC; (3) IPE, including components of special test equipment which would otherwise qualify as industrial plant equipment, is no longer required for the purpose authorized or provided; and (4) disposal is completed. The DD Form 1342 prepared at the time IPE is no longer required for the purpose authorized or provided shall reflect all changes in data not previously reported to the Defense Industrial Plant Equipment Center (DIPEC). The contractor shall retain the original of each DD Form 1342 which may be used as the official property record. Copies of the DD Form 1342 shall be forwarded directly to DIPEC through the property administrator. Each DD Form 1342 will be prepared and forwarded within 10 days after the event which created the need for its preparation and forwarding. AR 700-43/NAVSUP PUB 5009/AFM 78-1/DSAM 4215.1 is available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

data initially submitted to DIPEC; (3) IPE, including components of special test equipment which would otherwise qualify as industrial plant equipment is no longer required for the purpose authorized or provided; and (4) disposal is completed. The DD Form 1342 prepared at the time IPE is no longer required for the purpose authorized or provided shall reflect all changes in data not previously reported to the Defense Industrial Plant Equipment Center (DIPEC). The contractor shall retain the original of each DD Form 1342 which may be used as the official property record. Copies of the DD Form 1342 shall be forwarded directly to DIPEC through the property administrator. Each DD Form 1342 will be prepared and forwarded within 10 days after the event which created the need for its preparation and forwarding. AR 700-43/NAVSUP PUB 5009/AFM 78-1/DSAM 4215.1 is available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

(c) *Reporting authority.* Office of Management and Budget No. 22-RO235 has been assigned to the reports required under (a) and (b) above.

22. In § 30.3, Part 3, Item 300 is revised, Item 301(c) is amended, and Items 306.1(a) and 311 are revised, as follows:

**§ 30.3 Appendix C—Control of property in possession of nonprofit research and development contractors.**

\* \* \* \* \*

**PART 3—RECORDS OF GOVERNMENT PROPERTY**

300 *Scope of part.* This part prescribes minimum requirements for the establishment and maintenance of records by the contractor for Government property in his possession or control and for the submission of reports by the prime contractor of Government property, including property located at subcontractor plants, for which he is accountable.

301 *General.*

(c) The official records shall be kept in such condition that at any stage of work under a contract the status of Government property can be readily ascertained.

306.1 *Centrally reportable industrial plant equipment.* (a) The contractor shall prepare a DD Form 1342 for each item of equipment identified as Industrial Plant Equipment (IPE), including items which, though part of a manufacturing system, would otherwise qualify as industrial plant equipment. General purpose components of special test equipment, which would otherwise qualify as IPE, should not be reported until there is no longer a requirement for the test equipment. The forms will be prepared in accordance with instructions contained in AR 700-43/NAVSUP PUB 5009/AFM 78-1/DSAM 4215.1—Defense Industrial Plant Equipment Center Operations, at the time (1) of receipt and acceptance of accountability by the contractor; (2) major changes as specified by DSAM 4215.1 occur in the data initially submitted to DIPEC; (3) IPE, including components of special test equipment which would otherwise qualify as industrial plant equipment, is no longer required for the purpose authorized or provided; and (4) disposal is completed. The DD Form 1342 prepared at the time IPE is no longer required for the purpose authorized or provided shall reflect all changes in data not previously reported to the Defense Industrial Plant Equipment Center (DIPEC). The contractor shall retain the original of each DD Form 1342 which may be used as the official property record. Copies of the DD Form 1342 shall be forwarded directly to DIPEC through the property administrator. Each DD Form 1342 will be prepared and forwarded within 10 days after the event which created the need for its preparation and forwarding. AR 700-43/NAVSUP PUB 5009/AFM 78-1/DSAM 4215.1 is available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

311 *Financial reports—(a) Facilities.* The contractor's property control system shall be such as to provide annually the dollar amount of Government-owned facilities, as well as the quantity of Industrial Plant Equipment (IPE), for which he is accountable under each contract with each Military Department or Defense Agency including such facilities at subcontractor plants, in the following classifications:

311 *Financial reports—(a) Facilities.* The contractor's property control system shall be such as to provide annually the dollar amount of Government-owned facilities, as well as the quantity of Industrial Plant Equipment (IPE), for which he is accountable under each contract with each Military Department or Defense Agency including such facilities at subcontractor plants, in the following classifications:

(i) Land rights therein;  
(ii) Other real property, including utility distribution systems, buildings, structures, and improvements thereto;

(iii) IPE required to be reported to DIPEC in accordance with 306.1;

(iv) Other plant equipment, including minor plant equipment but excluding property within (iii) above.

The contractor shall furnish to the property administrator, as of June 30 of each year, a separate report, by contract, of the dollar amount of Government-owned facilities and the quantity of the IPE in the contractor's possession falling in each of the above classifications. This shall include facilities at subcontractor plants for which the prime contractor is accountable. Reports shall be prepared on DD Form 1662, Financial Report of Government Property, and furnished to the property administrator in duplicate no later than July 21 of each year.

(b) *Government material.* The contractor's property control system shall be such as to provide annually the dollar amount of Government material of each Department for which he is accountable. The contractor shall furnish to the property administrator, as of June 30 of each year, a separate report for each Department of the total dollar amount of Government material in his possession. However, the following are exempted from reporting:

(i) Items sent to the contractor for processing and return to the Government;

(ii) Work in process;

(iii) Government material amounting to less than \$5,000 for any one Department;

(iv) Government shipping containers;

(v) Material accounted for under an approved multicontract cost and material control system;

(vi) Completed products returned pursuant to a warranty clause; and

(vii) Scrap and salvage.

Reports shall be prepared on DD Form 1662, Financial Report of Government Property, and furnished to the property administrator in duplicate no later than July 21 of each year.

(i) Land and rights therein;

(ii) Other real property, including utility distribution systems, buildings, structures, and improvements thereto;

(iii) IPE required to be reported to DIPEC in accordance with 306.1;

(iv) Other plant equipment, including minor plant equipment but excluding property within (iii) above.

The contractor shall furnish to the property administrator, as of June 30 of each year, a separate report, by contract, of the dollar amount of Government-owned facilities and the quantity of IPE in his possession falling in each of the above classifications. This shall include facilities at subcontractor plants for which the prime contractor is accountable. Reports shall be prepared on DD Form 1662, Financial Report of Government Property, and furnished to the property administrator in duplicate no later than July 21 of each year.

(b) *Reporting authority.* Office of Management and Budget No. 22-RO235 has been assigned to these reports.

23. Section 30.4, Item 1 is revised and the footnote thereto is revoked, as follows:

**§ 30.4 Appendix D—Rules for notice and hearing under gratuities clause in Armed Services Procurement Regulation 7.104-16.**

1. *Introduction.* 10 U.S.C. 2207 requires all contracts, other than contracts for personal services, which call for the expenditure of funds appropriated for the Department of Defense, to contain a clause permitting the termination of the contractor's right to proceed under any such contract and permitting the Government to pursue the remedies that it could pursue in the event of breach of contract if it is found after notice and hearing by the Secretary of the Department with which the contract was made, or by his duly authorized representative, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the contractor or by his agent or representative to any officer or employee of the Government with a view toward securing a Government contract or favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such contract. The Military Departments have prescribed the use of such clause, as set forth in the Armed Services Procurement Regulation, paragraph 7.104-16, in contracts as required by the above Act and in other procurement contracts. It is the purpose of these rules to make provisions for the giving of the notice of hearing, for the conduct of the hearing, and for other procedural matters incident to the exercise of the rights and special remedies provided by the prescribed clause, wherever it is now or may hereafter be used in contracts of the Military Departments. In the interest of uniformity in proceedings before the three Military Departments, these rules are hereby adopted. Nothing herein shall be construed to affect or impair (1) the pursuit of other remedies available to the Government in any instance, or (2) the right of termination of any contract for any reason available to the Government under the terms of such contract.

24. Section 30.8, Part 1, Item I-104(a) (1) is revised, as follows:

**§ 30.8 Appendix I—Material Inspection and Receiving Report (DD Forms 250, 250c, and 250-1).**

**PART 1—INTRODUCTION**

**I-104 Application.**

(a) DD Form 250:

(1) The DD Form 250 shall be used for delivery of contract line, subline, exhibit line or exhibit subline items on a DD Form 1423 that indicate no DD Form 250 is required.

24. Section 30.9, Part 2, Item M-201.3 (v) is revised, as follows:

**§ 30.9 Appendix M—Retention requirements for contractor and subcontractor records.**

**PART B—RETENTION REQUIREMENTS**

M-201.3. Procurement and supplies records.

(vi) Purchase order files for supplies, equipment, material, or services, to be used in the performance of a contract or subcontract—and supporting documentation and backup files including but not limited to invoices, memoranda, etc. (e.g., memoranda of negotiations setting forth the principal elements of subcontract price negotiations (see §§ 7.104-23(a), 7.203-8(a), and 7.402-8 (a) of this chapter.)—Retain 4 years.

[Rev. 11, ASPR, April 28, 1972; DPC 84, Item I; DPC 86, Items V, VI; DPC 87, Items I, VII; DPC 90, Item I; DPC 92, Item V; DPC 94, Item I; DPC 95, Items I, III, IV, V; DPC 96, Items V, VII; DPC 97, Items I, III, IV, V, VI, VII; and DPC 98, Items II, III] (Secs. 2202, 2301-2314, 70A Stat. 120, 127-133; 10 U.S.C. 2202, 2301-2314)

For the Adjutant General.

E. W. GANNON,  
Lieutenant Colonel, U.S. Army,  
Chief, Plans Office, TAGO.

[FR Doc. 72-17353 Filed 10-11-72; 8:49 am]

**Title 14—AERONAUTICS AND SPACE**

**Chapter I—Federal Aviation Administration, Department of Transportation**

[Docket No. 72-SO-97, Amdt. 39-1534]

**PART 39—AIRWORTHINESS DIRECTIVES**

**Brantly Model B-2, B-2A, and B-2B Helicopters**

There has been a failure of the pylon outboard bearing shaft, Part No. 280-6, on a Brantly Model B-2B Helicopter that resulted in the loss of a main rotor blade. Since this condition is likely to exist or develop in other helicopters of the same type design, an airworthiness directive is being issued to reduce the service life limits of the pylon outboard bearing

shafts on Brantly B-2, B-2A, and B-2B Helicopters.

Since a situation exists that requires immediate adoption of this regulation, it is found that notice and public procedure hereon are impracticable and good cause exists for making this amendment effective in less than 30 days.

In consideration of the foregoing, and pursuant to the authority delegated to me by the Administrator, 31 F.R. 13697, § 39.13 of Part 39 of the Federal Aviation Regulations is amended by adding the following new airworthiness directive:

**BRANTLY.** Applies to Model B-2, B-2A, and B-2B Helicopters certificated in all categories.

Compliance required as indicated, unless already accomplished:

To prevent fatigue failure of the pylon outboard bearing shaft, Part No. 280-5 or 280-6, replace these parts (three per helicopter) with serviceable parts having Part No. 280-6 within the next 10 hours time in service after the effective date of this AD, or upon the accumulation of 835 hours total time in service, whichever occurs later. The replacement pylon outboard bearing shafts must be torqued to  $2,500 \pm 100$  inch-pounds and secured with an AN435-4-9 rivet or equivalent.

This AD effectively revises the service life limits published in Type Certificate Data Sheet No. 2H2 for Part No. 280-5 and 280-6, which are a part of the hub and inboard blade assembly Part No. 305-1. Part Nos. 280-5 and 280-6 pylon outboard bearing shafts, will now have a service life limit of 835 hours time in service.

Type certificate holder, Mr. M. K. Hynes, 1241 Lake Horney Drive, Lakeland, FL 33801, may be contacted for information regarding installation tools, replacement parts, etc.

This amendment becomes effective October 14, 1972, for all persons except those to whom it was made effective upon receipt of the airmail letter dated October 3, 1972, which contained this amendment.

(Secs. 313(a), 601, and 603, Federal Aviation Act of 1958, 49 U.S.C. 1354(a), 1421, and 1423; sec. 6(c), Department of Transportation Act, 49 U.S.C. 1655(c))

Issued in East Point, Ga., on September 29, 1972.

DUANE W. FREER,  
Acting Director, Southern Region.

[FR Doc. 72-17356 Filed 10-11-72; 8:48 am]

[Docket No. 12263, Amdt. 39-1529]

**PART 39—AIRWORTHINESS DIRECTIVES**

**Rolls Royce Spey Model 555-15 Series Engines**

**Correction**

In F.R. Doc. 72-16380, appearing on page 20159, in the issue of Wednesday, September 27, 1972, the following changes are to be made:

1. In the fourth line of the new airworthiness directive (Rolls Royce (1971) Ltd.), of the third paragraph, the word now reading "now", should read "not".

## RULES AND REGULATIONS

2. In the third line of paragraph (B) (1), the second word now reading "Buetin", should read "Bulletin".

[Docket No. 11377, Amdt. 39-1542]

**PART 39—AIRWORTHINESS  
DIRECTIVES**

**Hawker Siddeley de Havilland Model  
DH-104 "Dove" Airplanes**

Pursuant to the authority delegated to me by the Administrator (14 CFR 11.89), an amendment to Amendment 39-1457 (37 F.R. 11155), AD 72-12-3, was adopted on August 31, 1972, and made effective immediately as to all known U.S. operators of Hawker Siddeley de Havilland Model DH-104 "Dove" airplanes. The amendment provided for the extension of the date for compliance of Amendment 39-1457 (37 F.R. 11155), AD 72-12-3 because of a shortage of replacement parts and the FAA's determination that an extension of the AD's compliance date from September 1, 1972, to November 1, 1972, would provide operators an opportunity to obtain replacement parts and would not adversely affect safety.

Since it was found that immediate action was required, notice and public procedure thereon was impracticable and good cause existed for making the amendment effective immediately as to all known U.S. operators of Hawker Siddeley de Havilland Model DH-104 "Dove" airplanes by individual telegrams dated August 31, 1972. These conditions still exist, and the amendment is hereby published in the **FEDERAL REGISTER** as an amendment to § 39.13 of Part 39 of the Federal Aviation Regulations to make it effective as to all persons.

In consideration of the foregoing, Amendment 39-1457 (37 F.R. 11155), AD 72-12-3, is amended by amending the compliance statement to read as follows:

Compliance is required on or before November 1, 1972.

This amendment is effective upon publication in the **FEDERAL REGISTER** (10-12-72), as to all persons except those persons to whom it was made immediately effective by telegram dated August 31, 1972, which contained this amendment.

(Secs. 313(a), 601, 603, Federal Aviation Act of 1958, 49 U.S.C. 1354(a), 1421, 1423; sec. 6(c), Department of Transportation Act, 49 U.S.C. 1655(c))

Issued in Washington, D.C., on October 4, 1972.

C. R. MELUGIN, Jr.,  
Acting Director,  
Flight Standards Service.

[FR Doc. 72-17357 Filed 10-11-72; 8:48 am]

[Docket No. 11480, Amdt. 47-15]

**PART 47—AIRCRAFT REGISTRATION**

**Identification Number for Aircraft Last  
Previously Registered in a Foreign  
Country**

The purpose of this amendment to Part 47 of the Federal Aviation Regula-

tions is to provide for the issue of a U.S. identification number for an aircraft last previously registered in a foreign country, before the issue of a Certificate of Aircraft Registration, and to allow the operation of that aircraft under temporary authority.

Interested persons have been afforded an opportunity to participate in the making of this amendment by a notice of proposed rule making (Notice 71-36) issued on October 22, 1971, and published in the **FEDERAL REGISTER** on November 9, 1971 (36 F.R. 21414). Due consideration has been given to all comments presented in response to the notice.

All six public comments received in response to the notice concurred in the proposal. Three commentators suggested expansion of the proposed 90-day period during which an applicant for aircraft registration who has been issued an identification number must file an Aircraft Registration Application, AC Form 8050-1, and comply with either § 47.33 or § 47.37, as applicable, or lose the authority to use the number. For various reasons, the commentators suggested periods of 120 days to 1 year. The FAA considers the 90-day period to be necessary to insure proper control of the identification number, as stated in the notice, and in most cases this period is sufficient to allow the applicant to comply with either § 47.33 or § 47.37. However, responsive to these comments, as issued the rule allows the applicant to obtain an extension of the 90-day period upon a showing that delay in complying with § 47.33 or § 47.37 was due to circumstances beyond his control, such as a delay in the process of deregistration in a foreign country.

A minor editorial change was made in the introductory language of paragraph (a)(3) from what originally appeared in the Notice, for the purpose of emphasizing that the provision applies whether or not the foreign registration has ended.

In consideration of the foregoing, and for the reasons given in Notice 71-36, Part 47 of the Federal Aviation Regulations is amended, effective November 11, 1972, as follows:

1. Section 47.15 is amended by amending the first sentence in paragraph (a), by amending paragraph (a)(3), and by inserting a flush paragraph at the end of paragraph (a), to read as follows:

**§ 47.15 Identification number.**

(a) *Number required.* An applicant for Aircraft Registration must place a U.S. identification number (registration mark) on his Aircraft Registration Application, AC Form 8050-1, and on any evidence submitted with the application. \* \* \*

(3) *Aircraft last previously registered in a foreign country.* Whether or not the foreign registration has ended, the applicant must obtain a U.S. identification number from the FAA Aircraft Registry for an aircraft last previously registered in a foreign country, by request in writing describing the aircraft by make,

model, and serial number, accompanied by—

(i) Evidence of termination of foreign registration in accordance with § 47.37(b) or the applicant's affidavit showing that foreign registration has ended; or

(ii) If foreign registration has not ended, the applicant's affidavit stating that the number will not be placed on the aircraft until foreign registration has ended.

Authority to use the identification number obtained under subparagraph (1) or (3) of this paragraph expires 90 days after the date it is issued unless the applicant submits an Aircraft Registration Application, AC Form 8050-1, and complies with § 47.33 or § 47.37, as applicable, within that period of time. However, the applicant may obtain an extension of this 90-day period from the FAA Aircraft Registry if he shows that his delay in complying with that section is due to circumstances beyond his control.

\* \* \* \* \*

**§ 47.31 [Amended]**

2. The last sentence in paragraph (b) of § 47.31 is stricken out.

(Secs. 313(a), 501, 503, Federal Aviation Act of 1958, 49 U.S.C. 1354(a), 1401, 1403; sec. 6(c), Department of Transportation Act, 49 U.S.C. 1655(c); sec. 1.47(a), Regulations of the Office of the Secretary of Transportation, 49 CFR 1.47(a))

Issued in Washington, D.C., on October 3, 1972.

J. H. SHAFFER,  
Administrator.

[FR Doc. 72-17358 Filed 10-11-72; 8:48 am]

[Airspace Docket No. 71-AL-24]

**PART 71—DESIGNATION OF FEDERAL  
AIRWAYS, AREA LOW ROUTES,  
CONTROLLED AIRSPACE, AND RE-  
PORTING POINTS**

**Alteration of Control Zone and  
Transition Area**

On June 7, 1972, a notice of proposed rule making (NPRM) was published in the **FEDERAL REGISTER** (37 F.R. 11343) stating that the Federal Aviation Administration (FAA) was considering amendments to Part 71 of the Federal Aviation Regulations that would alter the Cold Bay, Alaska, control zone and transition area.

Interested persons were afforded an opportunity to participate in the proposed rule making through the submission of comments. No comments were received.

In consideration of the foregoing, Part 71 of the Federal Aviation Regulations is amended, effective 0901 G.m.t., December 7, 1972, as hereinafter set forth.

1. In § 71.171 (37 F.R. 2056) the Cold Bay, Alaska, control zone is amended to read as follows:

**COLD BAY, ALASKA**

Within a 5-mile radius of the Cold Bay Airport (latitude 55°12'06" N., longitude 162°43'28" W.); within 3 miles each side of the 338° bearing from the Cold Bay RR,

extending from the 5-mile radius zone to 13.5 miles north of the RBN, and within 5 miles west and 2.5 miles east of the Cold Bay VORTAC 150° radial, extending from the 5-mile radius zone to 18 miles south of the VORTAC.

2. In § 71.181 (37 F.R. 2143) the Cold Bay, Alaska, transition area is amended to read as follows:

That airspace extending upward from 1,200 feet above the surface within a 16.5-mile radius of the Cold Bay VORTAC, extending clockwise from the 253° radial to the 041° radial; within 7 miles southeast of the Cold Bay VORTAC 041° radial, extending from the VORTAC to 16.5 miles northeast of the VORTAC; within 7 miles south of the Cold Bay VORTAC 253° radial, extending from the VORTAC to 16.5 miles west of the VORTAC; within 5 miles west and 11.5 miles east of the Cold Bay VORTAC 335° radial, extending from the VORTAC to 20 miles north of the VORTAC, and within 8.5 miles west and 5 miles east of the Cold Bay VORTAC 150° radial, extending from 18 to 29 miles south of the VORTAC.

(Secs. 307(a), 1110, Federal Aviation Act of 1958 (49 U.S.C. 1348(a), 1510); Executive Order 10854, 24 F.R. 9565; sec. 6(c), Department of Transportation Act (49 U.S.C. 1655(c))

Issued in Washington, D.C., on October 4, 1972.

CLAUDE FEATHERSTONE,  
Acting Chief, Airspace and  
Air Traffic Rules Division.

[FR Doc.72-17359 Filed 10-11-72;8:48 am]

[Airspace Docket No. 72-EA-69]

## PART 71—DESIGNATION OF FEDERAL AIRWAYS, AREA LOW ROUTES, CONTROLLED AIRSPACE, AND REPORTING POINTS

### Alteration of Control Zone and Transition Area

On page 12153 of the FEDERAL REGISTER for June 20, 1972, the Federal Aviation Administration issued a proposed amendment so as to alter the Aberdeen, Md., control zone (37 F.R. 2056) and transition area (37 F.R. 2143).

Interested parties were given 30 days after publication in which to submit written data or views. A Mr. Hubert T. Montgomery objected but apparently misunderstood the purpose of the rule and has since withdrawn his objection. There were no other objections.

In view of the foregoing, the proposed regulation is hereby adopted, effective 0901 G.m.t., December 7, 1972.

(Sec. 307(a), Federal Aviation Act of 1958, 72 Stat. 749, 49 U.S.C. 1348; sec. 6(c), Department of Transportation Act, 49 U.S.C. 1655(c))

Issued in Jamaica, N.Y., on September 29, 1972.

F. A. CARBOINE,  
Acting Director, Eastern Region.

1. Amend § 71.171 of the Federal Aviation Regulations so as to delete the description of the Aberdeen, Md., control zone and insert the following in lieu thereof:

Within a 5-mile radius of the center 39°28'00" N., 76°10'00" W. of Phillips AAF; within 3 miles each side of the 029° bearing from the Aberdeen RBN, extending from the 5-mile-radius zone to 8.5 miles northeast of the RBN. This control zone is effective from 0600 to 2200 hours, local time, Monday through Friday, excluding Federal legal holidays.

2. Amend § 71.181 of the Federal Aviation Regulations so as to delete the description of the Aberdeen, Md. 700-foot floor transition area and insert the following in lieu thereof:

That airspace extending upward from 700 feet above the surface within a 7-mile radius of the center 39°28'00" N., 76°10'00" W. of Phillips AAF; within a 9.5-mile radius of the center of the airport, extending clockwise from a 260° bearing to a 010° bearing from the airport and within 3.5 miles each side of the 029° bearing from the Aberdeen RBN, extending from the RBN to 11.5 miles northeast of the RBN.

[FR Doc.72-17360 Filed 10-11-72;8:48 am]

[Airspace Docket No. 72-EA-98]

## PART 71—DESIGNATION OF FEDERAL AIRWAYS, AREA LOW ROUTES, CONTROLLED AIRSPACE, AND REPORTING POINTS

### Alteration of Control Zone and Transition Area

The Federal Aviation Administration is amending §§ 71.171 and 71.181 of Part 71 of the Federal Aviation Regulations so as to alter the Watertown, N.Y., control zone (37 F.R. 2138) and transition area (37 F.R. 2301).

The Watertown, N.Y. Municipal Airport was recently renamed the Watertown, N.Y. International Airport. To reflect the revised airport name, it is needed to amend the descriptions of the control zone and transition area.

Since the foregoing is editorial in nature and creates no burden on any person, notice and public procedure hereon are unnecessary and the amendment may be made effective in less than 30 days.

In view of the foregoing, Part 71 of the Federal Aviation Regulations is amended, effective upon publication in the FEDERAL REGISTER (10-12-72), as follows:

1. Amend § 71.171 of Part 71, Federal Aviation Regulations by amending the description of the Watertown, N.Y., control zone by deleting, "Watertown Municipal Airport, Watertown, N.Y." and substituting, "Watertown International Airport, Watertown, N.Y." in lieu thereof.

2. Amend § 71.181 of Part 71, Federal Aviation Regulations by amending the description of the Watertown, N.Y., 700-foot floor transition area by deleting, "Watertown Municipal Airport, Watertown, N.Y." and substituting "Watertown International Airport, Watertown, N.Y." in lieu thereof.

(Sec. 307(a), Federal Aviation Act of 1958, 72 Stat. 749, 49 U.S.C. 1348; sec. 6(c), Department of Transportation Act, 49 U.S.C. 1655(c))

Issued in Jamaica, N.Y., on September 29, 1972.

F. A. CARBOINE,  
Acting Director, Eastern Region.

[FR Doc.72-17362 Filed 10-11-72;8:48 am]

[Airspace Docket No. 72-SO-95]

## PART 71—DESIGNATION OF FEDERAL AIRWAYS, AREA LOW ROUTES, CONTROLLED AIRSPACE, AND REPORTING POINTS

### Redesignation of Control Zone and Alteration of Transition Area

The purpose of this amendment to Part 71 of the Federal Aviation Regulations is to redesignate the Jacksonville, N.C., control zone and alter the Jacksonville, N.C., transition area.

The Jacksonville control zone is described in § 71.171 (37 F.R. 2056) and the Jacksonville transition area is described in § 71.181 (37 F.R. 2143). The control zone is presently effective 24 hours per day. Since the hours of operation of the control tower are from 0700 hours, local time, to sunset, Monday through Friday; 0700 to 1200 hours, local time, Saturday; 1600 to 2000 hours, local time, Sunday, and closed on holidays, it is necessary to alter the control zone descriptions to redesignate it as part time. Additionally, the extensions predicated on the 051° bearing from New River RBN and the New River TACAN 236° radial were designated as control zone extensions in lieu of transition area extensions to avoid dual designations and for chart clarity. It is necessary to alter the transition area description by designating an extension predicated on the 051° bearing from New River RBN 6 miles wide and 8.5 miles long, and an extension predicated on New River TACAN 236° radial 4 miles wide and 9.5 miles long. These extensions are necessary to provide controlled airspace protection for IFR aircraft executing NDB runway 23 and TACAN runway 5 Instrument Approach Procedures in descent from 1,500 feet above the surface during the times the control zone is not in effect. Since these amendments are less restrictive in nature, notice and public procedure hereon are unnecessary.

In consideration of the foregoing, Part 71 of the Federal Aviation Regulations is amended, effective immediately, as hereinafter set forth.

In § 71.171 (37 F.R. 2056), the Jacksonville, N.C., control zone is amended as follows: "This control zone is effective from 0700 hours, local time, to sunset, Monday through Friday; 0700 to 1200 hours, local time, Saturday; 1600 to 2000 hours, local time, Sunday, and closed on holidays." is added to the description.

In § 71.181 (37 F.R. 2143), the Jacksonville, N.C., transition area is amended as follows: " \* \* \* longitude 77°26'35" W.; \* \* \* " is deleted and " \* \* \* longitude 77°26'35" W.; within 3 miles each side of the 051° bearing from New River RBN, extending from the 8.5 mile radius area to 8.5 miles northeast of the RBN;

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within 2 miles each side of New River TACAN 236° radial, extending from the 8.5 mile radius area to 9.5 miles southwest of the TACAN; " \* " is substituted therefor.

(Sec. 307(a), Federal Aviation Act of 1958, 49 U.S.C. 1348(a); sec. 6(c), Department of Transportation Act, 49 U.S.C. 1655(c))

Issued in East Point, Ga., on October 2, 1972.

DUANE W. FREER,

*Acting Director, Southern Region.*

[FR Doc. 72-17363 Filed 10-11-72; 8:48 am]

[Airspace Docket No. 71-SO-162]

**PART 71—DESIGNATION OF FEDERAL AIRWAYS, AREA LOW ROUTES, CONTROLLED AIRSPACE, AND REPORTING POINTS**

**Designation and Alteration of Transition Areas**

On February 26, 1972, a notice of proposed rule making was published in the **FEDERAL REGISTER** (37 F.R. 4096) stating that the Federal Aviation Administration was considering amendments to Part 71 of the Federal Aviation Regulations that would designate a 700-foot transition area at Naples, Fla., and alter the 1,200-foot portion of the Florida transition area southwest of Naples, Fla.

Interested persons were afforded an opportunity to participate in the proposed rule making through the submission of comments. All comments received were favorable.

Subsequent to the issuance of the notice of proposed rule making, it was noted that, inadvertently, the width of the 1,200-foot transition area extension predicated on the 228° bearing from Naples RBN, was described as "8.5 miles northwest" in lieu of "9.5 miles northwest." Action is taken herein to correct this error.

In consideration of the foregoing, Part 71 of the Federal Aviation Regulations is amended, effective 0901 G.m.t. December 7, 1972, as hereinafter set forth.

Section 71.181 (37 F.R. 2143, 9461 and 36 F.R. 23796) is amended as follows:

1. The Naples, Fla., transition area is added as follows:

**NAPLES, FLA.**

That airspace extending upward from 700 feet above the surface within a 6.5 mile radius of the Naples Municipal Airport (latitude 26°09'10" N., longitude 81°46'30" W.); within 3 miles each side of the 041° and 228° bearing from the Naples RBN, extending from the 6.5 mile radius area to 8.5 miles northeast and southwest of the RBN.

2. The 1,200-foot floor portion of the Florida transition area is amended by adding:

That airspace 4.5 miles southeast of and 9.5 miles northwest of the 228° bearing from the Naples RBN (latitude 26°09'00" N., longitude 81°46'31" W.), extending from the RBN to 18.5 miles southwest of the RBN.

(Secs. 307(a), 1110, Federal Aviation Act of 1958, 49 U.S.C. 1348(a) and 1510; Executive Order 10854, 24 F.R. 9565; sec. 6(c), Department of Transportation Act, 49 U.S.C. 1655(c))

Issued in Washington, D.C., on October 4, 1972.

CLAUDE FEATHERSTONE,  
*Acting Chief, Airspace and  
Air Traffic Rules Division.*

[FR Doc. 72-17364 Filed 10-11-72; 8:48 am]

[Airspace Docket No. 72-EA-40]

**PART 71—DESIGNATION OF FEDERAL AIRWAYS, AREA LOW ROUTES, CONTROLLED AIRSPACE, AND REPORTING POINTS**

**Designation of Control Zone,  
Alteration of Transition Area**

On page 9490 of the **FEDERAL REGISTER** for May 11, 1972, the Federal Aviation Administration published a proposed rule which would designate a part-time control zone for Greenbrier Valley Airport, Lewisburg, W. Va., and alter the Lewisburg, W. Va., transition area (37 F.R. 2228).

Interested parties were given 30 days in which to submit comments or data thereon. As a result several objections were made to the inclusion of Greenbrier Airport of White Sulphur Springs, W. Va., within the control zone. A review of the criteria and purpose of the designation establishes that the control zone may be altered to exclude Greenbrier Airport.

Since this change to the proposal is less restrictive than the proposal, additional notice and public procedure hereon are unnecessary and the change may be made effective with the original proposal.

In view of the foregoing, the proposed regulation is hereby adopted, effective 0901 G.m.t. December 7, 1972, as follows:

A. Delete the description in item 1 and amend the proposal to read:

Within a 6-mile radius of the center 37°51'35" N., 80°23'55" W. of Greenbrier Valley Airport, Lewisburg, W. Va., extending clockwise from a 110° bearing from the airport to a 275° bearing from the airport; within a 6.5-mile radius of the center of the airport, extending clockwise from a 275° bearing from the airport to a 040° bearing from the airport; within a 7-mile radius of the center of the airport, extending clockwise from a 040° bearing from the airport to a 110° bearing from the airport and within 3 miles each side of the Greenbrier Valley Airport ILS localizer southwest course, extending from the 6-mile-radius arc to 8.5 miles southwest of the OM. This control zone is effective from 0730 to 2100 hours, local time, daily.

Amend § 71.181 of Part 71 of the Federal Aviation Regulations so as to delete in the description of the Lewisburg, W. Va., 700-foot floor transition area, "extending from the RBN to 8.5 miles southwest" and insert the following in lieu thereof, "extending from the RBN to 9.5 miles southwest."

(Sec. 307(a), Federal Aviation Act of 1958, 72 Stat. 749; 49 U.S.C. 1348; sec. 6(c), Department of Transportation Act, 49 U.S.C. 1655(c))

Issued in Jamaica, N.Y., on September 29, 1972.

F. A. CARBOINE,

*Acting Director, Eastern Region.*

[FR Doc. 72-17361 Filed 10-11-72; 8:54 am]

[Airspace Docket No. 72-WA-37]

**PART 75—ESTABLISHMENT OF JET ROUTES AND AREA HIGH ROUTES**

**Establishment of Jet Route**

On August 10, 1972, a notice of proposed rule making (NPRM) was published in the **FEDERAL REGISTER** (37 F.R. 16107) stating that the Federal Aviation Administration (FAA) was considering an amendment to Part 75 of the Federal Aviation Regulations that would establish a new Jet Route, High Level Airway J-595/HL595 between London, Ontario, Canada, and St. John, New Brunswick, Canada.

Interested persons were afforded an opportunity to participate in the proposed rule making through the submission of comments. All comments received were favorable.

In consideration of the foregoing, Part 75 of the Federal Aviation Regulations is amended, effective 0901 G.m.t. December 7, 1972, as hereinafter set forth.

In § 75.100 (37 F.R. 2382) the following jet route is added:

Jet Route No. 595 (from London, Ontario, to St. John, New Brunswick) (joins Canadian High Level Airway No. 595) from London, Ontario via latitude 43°52'30" N., longitude 78°43'00" W.; Watertown, N.Y.; Plattsburgh, N.Y.; Bangor, Maine; to St. John, New Brunswick, Canada; excluding the portion outside the United States.

(Sec. 307(a), Federal Aviation Act of 1958, 49 U.S.C. 1348(a); sec. 6(c), Department of Transportation Act, 49 U.S.C. 1655(c))

Issued in Washington, D.C., on October 4, 1972.

CLAUDE FEATHERSTONE,  
*Acting Chief, Airspace and  
Air Traffic Rules Division.*

[FR Doc. 72-17365 Filed 10-11-72; 8:48 am]

[Airspace Docket No. 72-WE-42]

**PART 75—ESTABLISHMENT OF JET ROUTES AND AREA HIGH ROUTES**

**Alteration of Jet Route Segments**

The purpose of this amendment to Part 75 of the Federal Aviation Regulations is to change the alignment of J-2 and J-18 between Yuma, Ariz., and Gila Bend, Ariz., 2° at Yuma and 1° at Gila Bend.

J-2 and J-18 presently overlie VOR Federal Airway V-66 at this location. V-66 is realigned, effective December 7, 1972, in Airspace Docket No. 72-WE-41. To continue the collocation of the airway and jet routes, this amendment should become effective simultaneously with Airspace Docket No. 72-WE-41.

Since the jet routes are realigned by only 2°, the alteration is considered as minor in nature and no substantive change in the regulations is effected. For these reasons, notice and

public procedure thereon are unnecessary and this amendment could be made effective upon publication in the **FEDERAL REGISTER**; however, in order to provide sufficient time for changes to be depicted on appropriate aeronautical charts, this amendment will be made effective on December 7, 1972.

In consideration of the foregoing, Part 75 of the Federal Aviation Regulations is amended, effective 0901 G.m.t., December 7, 1972, as hereinafter set forth.

Section 75.100 (37 F.R. 2382, 4957) is amended in part as follows:

a. In Jet Route No. 2 "Yuma 087° and the Gila Bend, Ariz., 262° radials;" is deleted and "Yuma 089° and Gila Bend, Ariz., 261° radials;" is substituted therefor.

b. In Jet Route No. 18 "Yuma 087° and the Gila Bend, Ariz., 262° radials;" is deleted and "Yuma 089° and Gila Bend, Ariz., 261° radials;" is substituted therefor.

(Sec. 307(a), Federal Aviation Act of 1958, 49 U.S.C. 1348(a); sec. 6(c), Department of Transportation Act, 49 U.S.C. 1655(c))

Issued in Washington, D.C., on October 4, 1972.

CLAUDE FEATHERSTONE,  
Acting Chief, Airspace and  
Air Traffic Rules Division.

[FR Doc. 72-17366 Filed 10-11-72; 8:49 am]

## Title 49—TRANSPORTATION

### Chapter I—Department of Transportation

#### SUBCHAPTER A—HAZARDOUS MATERIALS REGULATIONS BOARD

[Docket No. HM-95; Amdt. 177-22]

#### PART 177—SHIPMENTS MADE BY WAY OF COMMON, CONTRACT, OR PRIVATE CARRIERS BY PUBLIC HIGHWAY

##### Transportation of Blasting Caps With Other Explosives

The purpose of this amendment to the Hazardous Materials Regulations of the Department of Transportation is to prohibit the transportation of blasting caps in the same motor vehicle with other explosives, except Class C explosives, unless approved by the Department.

On December 21, 1971, the Hazardous Materials Regulations Board published Docket No. HM-95; Notice No. 71-31 (36 F.R. 24125) which proposed regulations consistent with this amendment. Interested persons were invited to give their views and several comments were received by the Board.

Several commenters objected to the proposal indicating many years of successful experience transporting blasting caps in accordance with the present regulations. The Board wishes to reiterate its concern as expressed in the preamble of the notice:

The major concern with the transportation of blasting caps in the same vehicle with other explosives is the detonation of the other explosives should the blasting caps be subjected to heat, heavy shock, or other potential initiation sources.

At the present time, § 177.835(g) authorizes the transportation of blasting caps in fiberboard boxes in the same vehicle with high explosives. In 1964, there was a serious explosion following a fire in a semitrailer. The vehicle contained blasting caps packed in fiberboard boxes placed immediately adjacent to dynamite packed in fiberboard boxes. No one is in a position to say that the blasting caps initiated the dynamite due to their penetrating effect or that the dynamite was initiated due to elevated temperature. The fact remains that blasting caps, when placed in certain orientations to high explosives, could cause the initiation of high explosives even though they are properly packaged in accordance with Part 173 of the Hazardous Materials Regulations.

Other commenters made recommendations that the Board impose additional requirements most of which are outside the scope of this rule making action. Others suggested requirements that are already in existence in 49 CFR Part 397.

Several commenters objected to the regulation being expanded to apply when blasting caps are transported with class C explosives, such as oil well jet perforating guns. The Board agrees with the commenters that the amendment should be restricted to classes A and B explosives. The suggested change has been incorporated in this amendment.

In the notice, the Board proposed to adopt by reference a standard prepared by the Institute of Makers of Explosives (IME) which contained specific requirements for the construction of containers and compartments using a barrier laminated material which was tested by IME and witnessed by representatives of the Department. The Board now believes that adoption of the IME standard would be too restrictive and would prevent the use of other barrier material that may provide equal penetration and heat transfer resistance. However, the Board believes that the IME standard contains sufficient and adequate criteria to serve as a model for approval of other containers and blasting caps on a comparative basis. In using the standard, the Board believes that containers and compartments constructed of other materials, that will perform in fire tests as well as the containers covered by the Standard, can be used to transport electric blasting caps or other types of blasting caps in the same vehicle with Class A and B explosives.

Several commenters were concerned that there might be a conflict between this amendment and the Occupational Safety and Health Administration (OSHA) standards of the Department of Labor which totally prohibit the transportation of blasting caps in the same

vehicle with explosives. There is no conflict because the OSHA and the Department of Transportation regulations relate to different areas. Section 4(b)(2) of the William-Steiger Occupational Safety and Health Act of 1970 provides that the Act does not apply to working conditions with respect to which other Federal agencies exercise their statutory authority to prescribe regulations affecting occupational safety. The Department of Transportation has such statutory authority under Title 18 U.S.C. 831-835 to prescribe regulations for shippers and carriers involved in interstate commerce. Therefore, with respect to the statutory authority of the Department of Transportation relative to interstate commerce, the Department of Transportation regulations would apply and not the OSHA standard.

One commenter, representing the for-hire motor carrier industry in the transportation of munitions and explosives, objected to the proposed amendment being placed in Part 177 of Title 49, thus making the regulation applicable to motor carriers instead of shippers. This amendment relates to the loading as well as transportation of blasting caps in the same transport vehicle with other explosives. Section 173.30 specifies that any person who loads shipments of hazardous materials into transport vehicles shall comply with the applicable loading provisions, in this case with §§ 177.834 through 177.848. If a shipper loads a vehicle subject to the rules in this amendment, he must comply with these requirements.

In consideration of the foregoing, 49 CFR Part 177 is amended as follows:

In § 177.835, paragraphs (g) and (m) are amended to read as follows:

#### § 177.835 Explosives.

(g) No blasting cap, regardless of type, may be transported on the same motor vehicle with any Class A or Class B explosive unless—

(1) It is packed in a specification MC 201 (§ 178.318 of this subchapter) container, or

(2) It is packed and loaded in accordance with a method approved by the Department. One method approved by the Department is as follows:

(i) The caps are packed in packagings prescribed in § 173.66(g) of this subchapter which in turn are loaded into portable containers or separate compartments meeting the requirements of the Institute of Makers of Explosives' Standard entitled "IME Standard for the Safe Transportation of Electric Blasting Caps in the Same Vehicle With Other Explosives," dated November 5, 1971 (IME Safety Library Publication No. 22).

(m) Caps or other explosives. Any explosive, including desensitized liquid explosives as defined in § 173.53(e) of this subchapter, other than liquid nitroglycerin, desensitized liquid nitroglycerin or diethylene glycol dinitrate, transported on any motor vehicle transporting liquid

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nitroglycerin, desensitized liquid nitroglycerin or diethylene glycol dinitrate, must be segregated, each kind from every other kind, and from tools or other supplies. Blasting caps must be packed in specification MC 201 (§ 178.318 of this subchapter) containers.

This amendment is effective June 30, 1973. However, compliance with the regulations, as amended herein, is authorized immediately.

(Secs. 831-835, title 18, United States Code; sec. 9, Department of Transportation Act, 49 U.S.C. 1657)

Issued in Washington, D.C., on October 6, 1972.

KENNETH L. PIERSON,  
Alternate Board Member, for the  
Federal Highway Administration.

[FR Doc. 72-17371 Filed 10-11-72; 8:47 am]

## Chapter X—Interstate Commerce Commission

### SUBCHAPTER A—GENERAL RULES AND REGULATIONS

[Rev. S.O. 1105]

#### PART 1033—CAR SERVICE

##### Distribution of Boxcars

At a session of the Interstate Commerce Commission, Railroad Service Board, held in Washington, D.C., on the third day of October 1972.

It appearing, that an acute shortage of plain boxcars exists on the Maine Central Railroad Co.; that shippers located on lines of this carrier are being deprived of such cars required for loading, resulting in a severe emergency; that present rules, regulations, and practices with respect to the use, supply, control, movement, distribution, exchange, interchange, and return of boxcars owned by this railroad are ineffective. It is the opinion of the Commission that an emergency exists requiring immediate action to promote car service in the interest of the public and the commerce of the people. Accordingly, the Commission finds that notice and public procedure are impracticable and contrary to the public interest, and that good cause exists for making this order effective upon less than 30 days' notice.

*It is ordered, That:*

§ 1033.1105 Revised service order No. 1105.

##### (a) Distribution of boxcars.

(a) Each common carrier by railroad subject to the Interstate Commerce Act shall observe, enforce, and obey the following rules, regulations, and practices with respect to its car service:

(1) Return to owner empty, except as otherwise authorized in paragraphs (4), (5), (6), and (7) herein, all plain boxcars which are listed in the Official Railway Equipment Register, ICC R.E.R. No. 384, issued by W. J. Trezise, or reissues thereof, as having mechanical designation XM, bearing reporting marks issued to the Maine Central Railroad Co.

(2) Plain boxcars described in subparagraph (1) of this section include both

plain boxcars in general service and plain boxcars assigned to the exclusive use of a specified shipper.

(3) Except as otherwise authorized in paragraphs (5) and (6) herein, boxcars described in subparagraph (1) of this paragraph, located in States other than Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, or Vermont, may be loaded to any station located in the States of Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, or Vermont. After unloading at a junction with the car owner, such cars shall be delivered to the car owner at that junction, either loaded or empty.

(4) Boxcars described in subparagraph (1) of this paragraph, located at stations in the States of Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, or Vermont, may be loaded only to stations on the lines of the car owner or to any station which is a junction with the car owner. After unloading at a junction with the car owner, such cars shall be delivered to the car owner at that junction, either loaded or empty.

(5) Boxcars described in subparagraph (1) of this paragraph located at a point other than a junction with the car owner shall not be back-hauled empty, except for the purpose of loading to a junction with the car owner or to a station on the lines of the car owner.

(6) Boxcars described in subparagraph (1) of this paragraph shall not be back-hauled empty from a junction with the car owner.

(7) *Exception.* The provisions of this order shall not apply to Maine Central cars in series 30000 to 30249, inclusive.

(8) The return to the owner of a boxcar described in paragraph (1) herein shall be accomplished when it is delivered to the car owner, either empty or loaded.

(9) Junction points with the car owner shall be those listed by the car owner in its specific registration in the Official Railway Equipment Register, ICC R.E.R. No. 384, issued by W. J. Trezise, or successive issues thereof, under the heading "Freight Connections and Junction Points."

(10) No common carrier by railroad subject to the Interstate Commerce Act shall accept from shipper any loaded boxcar for movements contrary to the provisions of subparagraphs (3), (4), (5), or (7) of this paragraph.

(b) *Application.* The provisions of this order shall apply to intrastate, interstate, and foreign commerce.

(c) *Effective date.* This order shall become effective at 11:59 p.m., October 7, 1972.

(d) *Expiration date.* This order shall expire at 11:59 p.m., November 30, 1972, unless otherwise modified, changed, or suspended by order of this Commission.

(Secs. 1, 12, 15, and 17(2), 24 Stat. 379, 383, 384, as amended; 49 U.S.C. 1, 12, 15, and 17(2). Interprets or applies secs. 1(10-17), 15(4), and 17(2), 40 Stat. 101, as amended, 54 Stat. 911; 49 U.S.C. 1(10-17), 15(4), and 17(2).)

*It is further ordered, That a copy of this order and direction shall be served*

upon the Association of American Railroads, Car Service Division, as agent of all railroads subscribing to the car service and car hire agreement under the terms of that agreement, and upon the American Short Line Railroad Association; and that notice of this order be given to the general public by depositing a copy in the Office of the Secretary of the Commission at Washington, D.C., and by filing it with the Director, Office of the Federal Register.

By the Commission, Railroad Service Board.

[SEAL]

ROBERT L. OSWALD,  
Secretary.

[FR Doc. 72-17433 Filed 10-11-72; 8:50 am]

## Title 50—WILDLIFE AND FISHERIES

### Chapter I—Bureau of Sport Fisheries and Wildlife, Fish and Wildlife Service, Department of the Interior

#### SUBCHAPTER B—HUNTING AND POSSESSION OF WILDLIFE

##### PART 10—MIGRATORY BIRDS

###### Open Seasons, Bag Limits, and Possession of Certain Migratory Game Birds; Corrections

1. There was published in the FEDERAL REGISTER of September 29, 1972 (37 F.R. 20326), an amendment to § 10.106(b) of Part 10, Subpart K of Title 50, Code of Federal Regulations, which established the season for little brown cranes.

The season for little brown cranes in the seven counties of New Mexico named in that section should have read November 4, 1972—January 31, 1973.

Accordingly, § 10.106(b) is amended to read:

###### § 10.106 Seasons and limits for little brown cranes.

(b) In the New Mexico counties of Chaves, Curry, De Baca, Eddy, Lea, Quay, and Roosevelt, the season dates are November 4, 1972—January 31, 1973, and in that portion of the State of Texas lying west of a line running south from the Oklahoma border along U.S. Highway 287 to U.S. Highway 87 at Dumas, along U.S. Highway 87 and including all of Howard and Lynn Counties to U.S. Highway 277 at San Angelo, and along U.S. Highway 277 to the International Toll Bridge in Del Rio; season dates are October 28, 1972—January 28, 1973.

2. In the FEDERAL REGISTER of September 1, 1972 (37 F.R. 17840) a revision of § 10.105, paragraph (e), which established the seasons, limits, and shooting hours for ducks, mergansers, coots, and geese in the Atlantic, Central, and Mississippi Flyways, was published. The maximum limit for geese in the Central Flyway, including the limits established

for each species and for various combinations of species, should have established a limit of four daily and in possession. The opening date for geese in the counties of Alfalfa, Bryan, Johnson, and Marshall, Okla., should have been November 4.

#### § 10.105 [Amended]

Accordingly, the following amendments are made in § 10.105(e) Atlantic, Mississippi, and Central Flyways:

(a) Footnote 31 is amended to read:

<sup>11</sup> Including all other limits on geese, the maximum bag and possession limit in the Central Flyway is four.

(b) Footnote 45 is amended to read:

<sup>12</sup> In Alfalfa, Bryan, Johnson, and Marshall Counties, the goose season opens November 4 and coincides with the remainder of the season for the rest of the State. The limits in those four counties are regulated by footnote 21 above.

Since these amendments are in accordance with the desires of the respective States as expressed pursuant to a notice of proposed rule making published in the *FEDERAL REGISTER* of April 28, 1972 (37 F.R. 8530), and make necessary corrections to the *FEDERAL REGISTER* of September 1 and September 29, 1972 (37 F.R. 17840 and 20326, respectively), it is determined that notice and public procedure thereon are impracticable, unnecessary, and contrary to the public interest, and these amendments shall be effective upon publication in the *FEDERAL REGISTER*.

(16 U.S.C. 703-711)

Effective date: Upon publication in the *FEDERAL REGISTER* (10-12-72).

E. V. SCHMIDT,

*Acting Director, Bureau of Sport Fisheries and Wildlife.*

OCTOBER 6, 1972.

[FR Doc. 72-17378 Filed 10-11-72; 8:47 am]

## Title 7—AGRICULTURE

### Chapter VIII—Agricultural Stabilization and Conservation Service (Sugar), Department of Agriculture

#### SUBCHAPTER I—DETERMINATION OF PRICES

[Docket No. SH-307]

#### PART 874—SUGARCANE; LOUISIANA

##### Fair and Reasonable Prices for 1972 Crop

Pursuant to the provisions of section 301(c) (2) of the Sugar Act of 1948, as amended (herein referred to as "act"), after investigation and due consideration of the evidence presented at the public hearing held in Houma, La., on June 21, 1972, the following determination is hereby issued.

The regulations previously appearing in these sections under "Determination of Prices; Sugarcane; Louisiana" remain in full force and effect as to the crops to which they were applicable.

Sec.	
874.33	General requirements.
874.34	Definitions.
874.35	Basic price.
874.36	Conversion of net sugarcane to standard sugarcane.
874.37	Payment for frozen sugarcane.
874.38	Molasses payment.
874.39	Hoisting, weighing, and transportation.
874.40	Mutual plan for improving harvesting and delivery.
874.41	Toll agreements.
874.42	Applicability.
874.43	Subterfuge.
874.44	Processor mill procedures and checking compliance.
874.45	Reporting requirements.

**AUTHORITY:** The provisions of these §§ 874.33 to 874.45 issued under secs. 301, 403, 61 Stat. 929, as amended, 932, 7 U.S.C. 1131, 1153.

#### § 874.33 General requirements.

A producer of sugarcane in Louisiana who is also a processor of sugarcane, to which this part applies as provided in § 874.42 (herein referred to as "processor"), shall have paid or contracted to pay for sugarcane of the 1972 crop grown by other producers and processed by him, or shall have processed sugarcane of other processors under a toll agreement, in accordance with the following requirements.

#### § 874.34 Definitions.

For the purpose of this section the term:

(a) "Price of raw sugar" means the price of 96° raw sugar quoted by the Louisiana Sugar Exchange, Inc., except that if the Director of the Sugar Division, Agricultural Stabilization and Conservation Service, U.S. Department of Agriculture, Washington, D.C. 20250, determines that such price does not reflect the true market value of raw sugar, because of inadequate volume, failure to report sales in accordance with the rules of such Exchange or other factors, he may designate the price to be effective under this determination, which he determines will reflect the true market value of raw sugar.

(b) "Price of blackstrap molasses" means the price per gallon of blackstrap molasses quoted by the Louisiana Sugar Exchange, Inc., except that if the Director of the Sugar Division determines that such price does not reflect the true market value of blackstrap molasses, because of inadequate volume, failure to report sales in accordance with the rules of such exchange or other factors, he may designate the price to be effective under this determination, which he determines will reflect the true market value of blackstrap molasses.

(c) "Weekly average price" means the simple average of the daily prices of raw sugar or blackstrap molasses, for the week (Friday through the following Thursday) in which the sugarcane is delivered.

(d) "Season's average price" means the simple average of the weekly prices of raw sugar or of blackstrap molasses for the period October 6, 1972 through April 12, 1973.

(e) "Delivered average price" means the weighted average price of 1972-crop raw sugar determined by weighting (1) the simple average of the daily prices of raw sugar for the period October 6, 1972 through December 31, 1972, by the quantity of 1972-crop sugar, raw value, marketed under the processors' 1972 marketing allotment; and (2) the simple average of the daily prices of raw sugar for the period January 1, 1973 through February 22, 1973, by the quantity of 1972-crop sugar, raw value, not marketed in 1972 under the processors' 1972 marketing allotment.

(f) "Net sugarcane" means the quantity of sugarcane obtained by deducting the weight of trash from the gross weight of sugarcane as delivered by a producer.

(g) "Trash" means green or dried leaves, sugarcane tops, dirt, and all other extraneous material delivered with sugarcane.

(h) "Standard sugarcane" means net sugarcane, containing 12 percent sucrose in the normal juice with a purity of at least 76 but not more than 76.49 percent.

(i) "Salvage sugarcane" means any sugarcane containing either less than 9.5 percent sucrose in the normal juice or less than 68 purity in the normal juice.

(j) "Percent sucrose in normal juice" means average percent sucrose in sample mill juice obtained from a producers' sugarcane multiplied by a factor representing the ratio of factory normal juice sucrose to the average percent sucrose in sample mill juice extracted from producers' sugarcane.

(k) "Average percent sucrose in sample mill juice" means the percentage of sucrose solids in juice extracted from samples of producers' sugarcane by the sample mill.

(l) "Factory crusher juice Brix" means the percentage of soluble solids in undiluted mill crusher juice as determined by direct analysis in accordance with standard procedures.

(m) "Factory normal juice sucrose" means the percentage of sucrose in undiluted juice extracted by a mill tandem, or by a mill tandem and a diffuser, as determined by multiplying factory dilute juice purity by factory normal juice Brix.

(n) "Factory normal juice Brix" means the percentage of soluble solids in the undiluted juice extracted from sugarcane by a mill tandem, or by a mill tandem and a diffuser, as determined by multiplying factory crusher juice Brix by a dry milling factor representing the ratio of factory normal juice Brix to factory crusher juice Brix.

(o) "Factory dilute juice purity" means the ratio of factory dilute juice sucrose to factory dilute juice Brix which are determined by direct analysis.

(p) "Percent purity of normal juice" means the ratio which the percentage of sucrose solids bears to the percentage of Brix solids in the normal juice of each producer's sugarcane.

(q) "State office" means the Louisiana State Agricultural Stabilization and Conservation Service Office, 3737 Government Street, Alexandria, LA 71303.

## RULES AND REGULATIONS

(r) "State committee" means the Louisiana State Agricultural Stabilization and Conservation Committee.

**§ 874.35 Basic price.**

(a) The basic price for standard sugarcane shall be not less than \$1.05 per ton for each 1-cent per pound of raw sugar determined on the basis of the weekly average price, the season's average price, or the delivered average price as elected by the processor in writing to the State office not later than October 16, 1972, and the pricing basis elected shall be used for pricing all 1972-crop sugarcane. The average price of raw sugar as determined above shall be increased 0.02 cent for all mills located in Freight Area (1); may be decreased 0.01 cent in Freight Area (2); and may be decreased 0.04 cent in Freight Area (3).<sup>1</sup>

<sup>1</sup> Freight Area (1) includes all mills except those located in areas (b) and (c) below;

Freight Area (2) includes all mills located north of Bayou Goula between the Atchaf-

(b) The basic price for salvage sugarcane shall be determined in accordance with the method of settlement used by the processor for the 1971 crop, except that the processor and producer may agree upon a different method of settlement subject to written approval by the State office upon a determination by the State committee that the method of settlement and the resultant price are fair and reasonable.

**§ 874.36 Conversion of net sugarcane to standard sugarcane.**

Net sugarcane (except salvage sugarcane) shall be converted to standard sugarcane as follows:

(a) By multiplying the quantity of net sugarcane delivered by each producer by

Atchafalaya and Mississippi Rivers and southeast of New Iberia and west of the Atchafalaya River.

Freight Area (3) includes all mills located north and west of New Iberia west of the Atchafalaya River.

the applicable quality factor in accordance with the following table:

Percent sucrose in normal juice	Standard sugarcane quality factor <sup>1</sup>
9.5	0.60
10.0	.70
10.5	.80
11.0	.90
11.5	.95
12.0	1.00
12.5	1.05
13.0	1.10
13.5	1.15
14.0	1.20
14.5	1.25

<sup>1</sup> The quality factor for sugarcane of intermediate percentages of sucrose in normal juice shall be interpolated and for sugarcane having more than 14.5 percent sucrose in the normal juice shall be computed in proportion to the immediately preceding interval.

and,

(b) By multiplying the quantity determined pursuant to paragraph (a) of this section by the applicable purity factor in the following table:

STANDARD SUGARCANE PURITY FACTOR<sup>1</sup>

Percent purity of normal juice		Percent Sucrose in Normal Juice															
At least	But not more than	At least 9.50	9.70	9.90	10.10	10.30	10.50	11.00	11.50	12.00	12.50	13.00	13.50	14.00	14.50	15.00	15.50
68.00	68.24	1.000	0.989	0.978	0.967	0.956	0.945	0.936	0.929	0.922	0.915	0.908	0.901	0.894	0.887	0.880	0.873
68.25	68.49	1.005	.993	.982	.971	.960	.949	.941	.934	.927	.920	.913	.906	.899	.892	.885	.878
68.50	68.74	1.010	.998	.987	.976	.965	.954	.945	.938	.931	.924	.917	.910	.904	.897	.890	.884
68.75	68.99	1.016	1.003	.992	.981	.970	.959	.950	.943	.936	.929	.922	.915	.909	.902	.896	.890
69.00	69.49	1.021	1.009	.997	.986	.975	.964	.955	.948	.941	.934	.927	.920	.914	.908	.902	.896
69.50	69.99	1.025	1.013	1.001	.990	.979	.968	.960	.953	.945	.937	.931	.924	.918	.912	.906	.900
70.00	70.49	1.030	1.018	1.006	.995	.984	.973	.965	.958	.950	.943	.936	.929	.923	.917	.911	.905
70.50	70.99	1.035	1.023	1.011	.999	.988	.977	.969	.962	.954	.947	.940	.933	.927	.921	.915	.909
71.00	71.49	1.040	1.028	1.016	1.004	.993	.982	.974	.966	.959	.951	.945	.938	.932	.926	.920	.914
71.50	71.99	1.045	1.033	1.021	1.009	.998	.987	.978	.970	.963	.955	.949	.942	.936	.930	.924	.918
72.00	72.49	1.050	1.038	1.026	1.014	1.003	.992	.983	.975	.967	.960	.954	.947	.940	.934	.928	.922
72.50	72.99	1.055	1.043	1.031	1.019	1.007	.996	.987	.979	.971	.964	.958	.951	.944	.938	.932	.926
73.00	73.49	1.060	1.048	1.036	1.024	1.012	1.000	.991	.984	.976	.968	.962	.955	.948	.942	.936	.930
73.50	73.99	1.065	1.052	1.040	1.028	1.016	1.004	.995	.988	.980	.972	.964	.959	.952	.946	.940	.934
74.00	74.49	1.070	1.057	1.044	1.032	1.020	1.003	.990	.984	.977	.970	.963	.956	.950	.944	.938	.932
74.50	74.99	1.075	1.062	1.049	1.036	1.024	1.012	1.004	.996	.988	.981	.974	.967	.960	.954	.948	.942
75.00	75.49	1.080	1.067	1.054	1.041	1.028	1.016	1.008	1.000	.992	.985	.978	.971	.964	.958	.952	.946
75.50	75.99	1.085	1.072	1.060	1.048	1.035	1.023	1.011	1.004	.996	.988	.981	.974	.967	.961	.955	.949
76.00	76.49	1.090	1.077	1.065	1.053	1.040	1.028	1.016	1.008	1.000	.992	.985	.978	.971	.965	.959	.953
76.50	76.99	1.095	1.082	1.070	1.058	1.045	1.033	1.021	1.013	1.005	1.000	.993	.986	.979	.972	.966	.960
77.00	77.49	1.100	1.087	1.075	1.063	1.050	1.038	1.026	1.015	1.008	1.000	.993	.985	.979	.973	.967	.961
77.50	77.99	1.105	1.092	1.080	1.068	1.055	1.042	1.030	1.018	1.006	1.000	.996	.989	.982	.976	.970	.964
78.00	78.49	1.110	1.097	1.085	1.073	1.060	1.047	1.035	1.023	1.011	1.007	.999	.992	.986	.980	.974	.968
78.50	78.99	1.115	1.102	1.090	1.078	1.065	1.052	1.040	1.028	1.016	1.008	.999	.992	.985	.979	.973	.967
79.00	79.49	1.120	1.107	1.095	1.083	1.070	1.057	1.045	1.033	1.021	1.014	.999	.992	.985	.978	.972	.966
79.50	79.99	1.125	1.112	1.100	1.088	1.075	1.062	1.050	1.038	1.026	1.019	.999	.992	.985	.978	.972	.966
80.00	80.49	1.130	1.117	1.105	1.093	1.080	1.067	1.055	1.043	1.031	1.024	.999	.992	.985	.978	.972	.966
80.50	80.99	1.135	1.122	1.110	1.098	1.085	1.072	1.060	1.048	1.036	1.029	.999	.992	.985	.978	.972	.966
81.00	81.49	1.140	1.127	1.115	1.103	1.090	1.077	1.065	1.053	1.041	1.034	.999	.992	.985	.978	.972	.966
81.50	81.99	1.145	1.132	1.120	1.108	1.095	1.082	1.070	1.058	1.046	1.039	.999	.992	.985	.978	.972	.966
82.00	82.49	1.150	1.137	1.125	1.113	1.100	1.087	1.075	1.063	1.051	1.044	.999	.992	.985	.978	.972	.966
82.50	82.99	1.155	1.142	1.130	1.118	1.105	1.092	1.080	1.068	1.056	1.049	.999	.992	.985	.978	.972	.966
83.00	83.49	1.160	1.147	1.135	1.123	1.110	1.098	1.085	1.073	1.061	1.054	.999	.992	.985	.978	.972	.966
83.50	83.99	1.165	1.152	1.140	1.128	1.115	1.102	1.089	1.077	1.065	1.058	.999	.992	.985	.978	.972	.966
84.00	84.49	1.170	1.157	1.145	1.133	1.120	1.107	1.094	1.082	1.070	1.063	.999	.992	.985	.978	.972	.966
84.50	84.99	1.175	1.162	1.150	1.138	1.125	1.112	1.099	1.087	1.075	1.068	.999	.992	.985	.978	.972	.966

<sup>1</sup> Factors applicable to higher or lower sucrose and purity of normal juice than shown in this table shall be determined by the same method of calculation used to compute the factors specified and shall be furnished by the State Office upon request.

**§ 874.37 Payment for frozen sugarcane.**

(a) The payment for sugarcane determined pursuant to § 874.36 may be reduced upon certification by the State office that sugarcane has been damaged by freeze and that the processing of such sugarcane has adversely affected boiling house operations. Deductions from the payment for such frozen sugarcane shall be at rates not in excess of 1.5 percent of the payment for each 0.1 cc. of acidity above 2.50 cc. of N/10 alkali per 10 cc. of juice but not in excess of 4.75 cc. (inter-

vening fractions are to be computed to the nearest multiple of 0.05 cc.). No payment is required for the amount of sugar recoverable from sugarcane testing in excess of 4.75 cc. of acidity.

(b) In the event a general freeze causes abnormally low recoveries of raw sugar by a processor in relation to the sucrose and purity tests of sugarcane, payment for such sugarcane may be made as mutually agreed upon between the producer and the processor subject to written approval by the State office:

Provided, That the payment for each ton of net sugarcane shall be not less than an amount equal to the total returns from raw sugar and molasses actually recovered from such sugarcane, determined on the basis of the season's average prices of raw sugar and blackstrap molasses less an amount not to exceed \$3.40 per gross ton of sugarcane for processing and less the actual costs of hoisting, weighing, and transporting of such sugarcane.

**§ 874.38 Molasses payment.**

The processor shall pay an amount equal to the product of 6.8 gallons times one-half of the average price per gallon of blackstrap molasses in excess of 6 cents for each ton of net sugarcane processed except for (a) salvage sugarcane where settlement is based on the so-called "Java Formula"; (b) frozen sugarcane testing in excess of 4.75 cc. of acidity; and (c) sugarcane damaged by a general freeze which is tolled by the processor and settlement is based on the net proceeds from sugar and molasses recovered from such cane. The average price of blackstrap molasses shall be the weekly average price or the season's average price as elected by the processor in writing to the State office not later than October 16, 1972, and the pricing basis elected shall be used in making molasses payments for 1972-crop sugarcane.

**§ 874.39 Hoisting, weighing, and transportation.**

The price for sugarcane established by this part shall be applicable to sugarcane delivered by the producer (a) to a hoist for loading into the conveyance for transportation to the mill, or (b) from the farm directly to the mill. With respect to sugarcane delivered to a hoist, the costs of hoisting, weighing, and transporting sugarcane from the hoist to the mill shall be borne by the processor. If the producer performs such services the processor shall make allowance to the producer, based on net sugarcane, at per ton rates not less than those made with respect to sugarcane of the 1971 crop: *Provided*, That the processor shall not be required to make hauling allowances to producers in excess of the rates charged by a contract or commercial carrier or the rates which such carrier would have charged for performing such service. With respect to sugarcane delivered directly from the farm to the mill the processor shall bear the cost of transportation. If the producer performs such services the processor shall make allowance to the producer, based on net sugarcane, at per ton rates not less than those made with respect to the 1971 crop. The processor shall not be required to make an allowance to the producer for hauling sugarcane directly from the farm to the mill at rates in excess of 30 cents per ton for distances of 1 mile or less, 40 cents per ton for distances of 1.1 to 2 miles, plus 5 cents per ton for each mile or fraction thereof in excess of 2 miles. Nothing in this section shall be construed as prohibiting negotiations between the processor and the producer, any change to be approved in writing by the State office upon a determination by the State committee that the change results in allowances which are fair and reasonable.

**§ 874.40 Mutual plan for improving harvesting and delivery.**

If a processor and the producers delivering sugarcane to such processor mutually agree upon a plan for improving harvesting and delivery operations, the processor may deduct from the price per ton of sugarcane an amount equal to

one-half of the per ton cost of such plan. Such deduction may not be made until the plan has the written approval of the State office and it has been determined by the State committee that the plan is fair and reasonable.

**§ 874.41 Toll agreements.**

The rate for processing sugarcane produced by a processor and processed under a toll agreement by another processor shall be the rate they agree upon.

**§ 874.42 Applicability.**

The requirements of this part are applicable to all sugarcane purchased from other producers and processed by a processor who produces sugarcane (a processor-producer is defined in § 821.1 of this chapter); and to sugarcane purchased by a cooperative processor from nonmembers. The requirements are not applicable to sugarcane processed by a cooperative processor for its members.

**§ 874.43 Subterfuge.**

The processor shall not reduce the returns to the producer below those determined in accordance with the requirements of this part through any subterfuge or device whatsoever.

**§ 874.44 Processor mill procedures and checking compliance.**

The procedures to be followed by processors in determining that sugarcane, trash, average percent sucrose in normal juice, average percent crusher juice sucrose, factory normal juice sucrose, factory crusher juice sucrose, percent purity of normal juice; and other related mill procedures and required reports are set forth in ASCS Handbook 3-SU entitled "Sampling, Testing, and Reporting for Louisiana Sugar Processors," copies of which have been furnished each processor. The procedures to be followed by the State office in checking compliance with the requirements of this part are set forth under the heading "Fair Price Compliance" in Handbook 3-SU, issued by the Deputy Administrator, State and County Operations, Agricultural Stabilization and Conservation Service. Handbooks 3-SU and 3-SU may be inspected at county ASCS offices and copies may be obtained from the Louisiana State ASCS Office, 3737 Government Street, Alexandria, LA 71303.

**§ 874.45 Reporting requirements.**

The processor shall submit to the State office no later than May 1, 1973, a statement showing the calculation of the average price of raw sugar and blackstrap molasses for the period(s) on which settlement is based. The processor shall maintain on file for a period of 5 years records of the original data compiled for the reports required by Handbook 3-SU.

**STATEMENT OF BASES AND CONSIDERATIONS**

*General.* The foregoing determination establishes the fair and reasonable price requirements which must be met, as one of the conditions for payment under the

act, by a producer who processes sugarcane of the 1972 crop grown by other producers.

*Requirements of the act.* Section 301 (c) (2) of the act provides as a condition for payment, that the producer on the farm who is also, directly or indirectly a processor of sugarcane, as may be determined by the Secretary, shall have paid or contracted to pay under either purchase or toll agreements, for sugarcane grown by other producers and processed by him at rates not less than those that may be determined by the Secretary to be fair and reasonable after investigation and due notice and opportunity for public hearing.

*1972-crop price determination.* This determination differs from the 1971 crop determination, as amended, in the following respects: (1) References to the effects of price controls under the President's economic stabilization program are deleted; (2) the period for determining the season's average prices of raw sugar and blackstrap molasses is from October 6, 1972, through April 12, 1973; (3) the periods for determining the delivered average price of raw sugar are from October 6, 1972, through December 31, 1972, for 1972-crop sugar, raw value, marketed under the 1972 quota, and from January 1, 1973, through February 22, 1973, for 1972-crop sugar, raw value, not marketed under the 1972 quota; and (4) the molasses payment to producers is to be based on 6.8 gallons of blackstrap molasses per ton of sugarcane, instead of 6.7 gallons, reflecting the most recent 5-year average recovery.

At the public hearing held in Houma, La., on June 21, 1972, interested persons were afforded the opportunity to present their views on fair and reasonable prices for 1972-crop Louisiana sugarcane. Representatives of the Louisiana Grower-Processor Committee recommended that the same three bases of settlement for sugarcane provided in the 1971 determination be continued for the 1972 crop; that the period for determining the season's average prices of raw sugar and blackstrap molasses extend from October 6, 1972 through April 12, 1973; and that the delivered average price of raw sugar extend from October 6, 1972 through December 31, 1972 for 1972-crop sugar marketed under the processor's 1972 marketing allotment, and from January 1, 1973 through February 22, 1973 from 1972-crop sugar not marketed under the processor's 1972 marketing allotment. The witness further recommended that any reference to the effect of price controls under the President's stabilization program which are not now applicable to the sale of sugar be omitted. They stated that the Department in its review of the pricing factor, should analyze all increases or decreases in returns and costs to be certain the proper sharing relationship between producers and processors is being maintained; and that all processors should make to their growers the largest possible advance payment at the time of the delivery of the sugarcane.

## RULES AND REGULATIONS

A representative of the Louisiana Farm Bureau Federation recommended the same methods of settlement and pricing periods as recommended by the Grower-Processor Committee; and that the processor who settles with the producer on a season's average price be required to make final payment to the producer within 2 weeks of the end of the pricing period. He again recommended that the Department conduct studies on the costs of hoisting cane and the various hoisting methods and allowances made to producers for performing this service, so that minimum rates for hoisting allowances can be established.

Consideration has been given to the recommendations presented at the public hearing; to data on the returns, costs, and profits of producing and processing sugarcane in Louisiana obtained by recent field survey and recast in terms of price and production conditions likely to prevail for the 1972 crop; and to other relevant factors. Analysis of the relative positions of producers and processors indicates that the sharing relationship established in the 1971 crop determination continues to be equitable for the 1972 crop, and that producers and processors will share total returns about in line with their respective shares of total costs.

The time periods recommended by the Louisiana Grower-Processor Committee and Farm Bureau Federation for determining the average prices of raw sugar and blackstrap molasses, on which payments to producers for 1972-crop sugarcane are to be based, have been adopted.

The Farm Bureau Federation recommended that studies be made on the costs and methods of hoisting sugarcane to provide a basis for the Department to establish minimum hoisting allowances. During the first half of 1972 the Department conducted a study of hoisting practices and costs in conjunction with its periodic cost study of the Louisiana sugar industry. The survey indicated that only a small percentage of producers hoist sugarcane. There has been a trend in recent years toward greater use of field carts for transporting cane over longer distances, resulting in a reduction in the number of farms using trucks and, consequently, in the need for hoisting sugarcane. The survey also indicated that several combinations of hoist operation and ownership exist in Louisiana. The various types of arrangements and the variation in the costs of hoisting to individual producers indicate it would be difficult to establish a system of minimum hoisting allowances that would be equitable to all producers performing the service. Therefore, the Department considers it appropriate in view of the circumstances to continue the provision of prior determinations relating to hoisting. Prior determinations have provided that allowances be made to producers who perform, for the account of the processor, the services of hoisting, weighing, and transporting sugarcane from the cane delivery point to the mill. The

allowance for such services is a matter of negotiation between the two parties, but the rates paid may not be less than those paid in the previous year.

Another recommendation by the Farm Bureau Federation that processors who settle with producers on a season's average price basis be required to pay the producer within 2 weeks of the end of the pricing period has not been adopted. The Department continues to believe that in most cases processors complete payment to the producer within a reasonable time after the end of the pricing period. Of course, processors are encouraged to make final settlement with producers as early as possible.

Processors are required to elect no later than October 16, 1972, a pricing basis for raw sugar and for blackstrap molasses, which must be used in making 1972-crop payments. The processors must inform the State office in writing of the bases elected.

On the basis of an examination of all pertinent factors, the provisions of this determination are deemed to be fair and reasonable. Accordingly, I hereby find and conclude that the foregoing determination will effectuate the price provisions of the Sugar Act of 1948, as amended.

**Effective date.** This determination shall become effective upon publication in the *FEDERAL REGISTER* (10-12-72), and is applicable to the 1972 crop of Louisiana sugarcane.

Signed at Washington, D.C., on October 6, 1972.

KENNETH E. FRICK,  
Administrator, Agricultural Stabilization and Conservation Service.

[FIR Doc.72-17429 Filed 10-11-72;8:50 am]

**Chapter IX—Agricultural Marketing Service (Marketing Agreements and Orders; Fruits, Vegetables, Nuts, Department of Agriculture)**

[Valencia Orange Reg. 413]

**PART 908—VALENCIA ORANGES GROWN IN ARIZONA AND DESIGNATED PART OF CALIFORNIA**

**Limitation of Handling**

**§ 908.713 Valencia Orange Regulation 413.**

(a) **Findings.** (1) Pursuant to the marketing agreement, as amended, and Order No. 908, as amended (7 CFR Part 908), regulating the handling of Valencia oranges grown in Arizona and designated part of California, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601-674), and upon the basis of the recommendations and information submitted by the Valencia Orange Administrative Committee, established under the said amended marketing agreement and order, and

upon other available information, it is hereby found that the limitation of handling of such Valencia oranges, as hereinafter provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this section until 30 days after publication hereof in the *FEDERAL REGISTER* (5 U.S.C. 553) because the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the act is insufficient, and a reasonable time is permitted, under the circumstances, for preparation for such effective time; and good cause exists for making the provisions hereof effective as hereinafter set forth. The committee held an open meeting during the current week, after giving due notice thereof, to consider supply and market conditions for Valencia oranges and the need for regulation; interested persons were afforded an opportunity to submit information and views at this meeting; the recommendation and supporting information for regulation during the period specified herein were promptly submitted to the Department after such meeting was held; the provisions of this section, including its effective time, are identical with the aforesaid recommendation of the committee, and information concerning such provisions and effective time has been disseminated among handlers of such Valencia oranges; it is necessary, in order to effectuate the declared policy of the act, to make this section effective during the period herein specified; and compliance with this section will not require any special preparation on the part of persons subject hereto which cannot be completed on or before the effective date hereof. Such committee meeting was held on October 10, 1972.

(b) **Order.** (1) The respective quantities of Valencia oranges grown in Arizona and designated part of California which may be handled during the period October 13, 1972 through October 19, 1972, are hereby fixed as follows:

- (i) District 1: 364,000 cartons;
- (ii) District 2: 286,000 cartons;
- (iii) District 3: Unlimited.

(2) As used in this section, "handler," "District 1," "District 2," "District 3," and "carton" have the same meaning as when used in said amended marketing agreement and order.

(Sec. 1-19, 48 Stat. 31, as amended; 7 U.S.C. 601-674)

Dated: October 11, 1972.

PAUL A. NICHOLSON,  
Deputy Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[FIR Doc.72-17570 Filed 10-11-72;11:26 am]

[Papaya Reg. 2, Amdt. 3]

**PART 928—PAPAYAS GROWN IN HAWAII****Limitation of Shipments**

**Findings.** (1) Pursuant to the marketing agreement and Order No. 928 (7 CFR Part 928), regulating the handling of papayas grown in Hawaii, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601-674), and upon the recommendations of the Papaya Administrative Committee, established pursuant to the aforesaid marketing agreement and order, and upon other available information, it is hereby found that the limitation of shipments of papayas, as hereinafter provided, will tend to effectuate the declared policy of the act.

(2) In view of the seasonal low quantity of fresh Hawaiian papayas now available, the committee has recommended that smaller individual size requirements, as hereinafter specified, be applicable to fresh Hawaiian papayas shipped to markets within the production area (State of Hawaii). Lowering of the minimum size requirements, from 14 ounces to 12 ounces, will make more of the present production available for market so as to maintain more adequate market supplies at prevailing price levels, particularly in the production area.

The lower size requirements will also make available to fresh markets, in the production area, a larger percentage of the total production of papayas from certain parts of the production area that produce relatively small papayas.

(3) It is hereby further found that it is impracticable, unnecessary, and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this amendment until 30 days after publication thereof in the *FEDERAL REGISTER* (5 U.S.C. 553) in that the time intervening between the date when information upon which this amendment is based became available and the time when this amendment must become effective in order to effectuate the declared policy of the act is insufficient; and this amendment relieves restrictions on the handling of papayas grown in Hawaii.

**Order.** Paragraph (a)(1) of § 928.302 *Papaya Regulation 2* (36 F.R. 23994, 37 F.R. 9557, 14687) is hereby amended to read as follows:

**§ 928.302 Papaya Regulation 2.**

(a) Order: \* \* \*

(1) To any destination within the production area unless such papayas grade at least Hawaii No. 2 and are of a size which individually weigh not less than 12 ounces: *Provided*, That said papayas handled (i) as Hawaii No. 1 grade shall be of a size which individually weigh not less than 14 ounces or more than 32 ounces, or (ii) as Hawaii fancy grade shall be of a size which individually weigh not less than 16 ounces or more than 32 ounces.

\* \* \* \* \*  
(Secs. 1-19, 48 Stat. 31, as amended; 7 U.S.C. 601-674)

Dated October 5, 1972, to become effective October 6, 1972.

PAUL A. NICHOLSON,  
Deputy Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[FR Doc.72-17373 Filed 10-11-72; 8:47 am]

**PART 987—DOMESTIC DATES PRODUCED OR PACKED IN RIVERSIDE COUNTY, CALIFORNIA****Packing and Handling Limitations**

Notice was published in the September 20, 1972, issue of the *FEDERAL REGISTER* (37 F.R. 19379) regarding a proposal to amend § 987.501 of Subpart—Container Regulation (7 CFR 987.501) by adding the United States and Canada, so that the net weight content requirements therein specifically apply to certain plastic containers of whole or pitted dates which are packaged or handled to meet the trade demand of the United States and Canada. The California Date Administrative Committee unanimously recommended the amendment of § 987.501 as proposed in said notice. Section 987.501 is operative pursuant to § 987.48 of the marketing agreement, as amended, and Order No. 987, as amended (7 CFR Part 987), regulating the handling of domestic dates produced or packed in Riverside County, Calif. The amended marketing agreement and order are effective under the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601-674).

The notice afforded interested persons an opportunity to submit written data, views, or arguments with respect to the proposal. No comments were received.

The provisions of § 987.501 have been applied by the Committee to plastic containers of dates packaged or handled to meet the trade demand of the United States and Canada, but not to other countries. However, there may be circumstances by virtue of regulations established under the order for a crop year whereby it could be construed that the provisions specified in § 987.501 would also apply to such containers packaged or handled for shipment to other countries. Since this is not the objective of these provisions, § 987.501 should be amended so that its provisions apply specifically to dates which are packaged or handled in certain plastic containers to meet the trade demand of the United States and Canada.

After consideration of all relevant matter presented, including that in the notice, the information and recommendation submitted by the Committee, and other available information, it is found that the amendment of the container requirements prescribed in § 987.501, as hereinafter set forth, so that they specifically apply to dates in certain plastic containers sold in the United States and Canada, will tend to effectuate the declared policy of the act.

Therefore, Subpart—Container Regulation (7 CFR 987.501) is amended as follows:

Section 987.501 is amended by adding in the first sentence after the words "master shipping containers," the words "to meet the trade demand of the United States and Canada."

It is further found that good cause exists for not postponing the effective time of this action until 30 days after publication in the *FEDERAL REGISTER* (5 U.S.C. 553) and for making this action effective at the time hereinafter provided in that: (1) This action clarifies the intent of the container requirements specified in § 987.501; (2) the 1972-73 crop year began October 1, 1972, and handlers will begin shipping new crop dates in plastic containers soon; (3) handlers are aware of this action and need no time for preparation to comply therewith; and (4) postponing the effective time would serve no useful purpose.

(Secs. 1-19, 48 Stat. 31, as amended; 7 U.S.C. 601-674)

Dated October 6, 1972, to become effective October 20, 1972.

PAUL A. NICHOLSON,  
Deputy Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[FR Doc.72-17424 Filed 10-11-72; 8:50 am]

# Proposed Rule Making

## DEPARTMENT OF AGRICULTURE

### Agricultural Marketing Service

[7 CFR Part 929]

### CRANBERRIES GROWN IN CERTAIN STATES

#### Proposed Expenses and Rate of Assessment for 1972-73 Fiscal Period

Consideration is being given to the following proposals submitted by the Cranberry Marketing Committee, established under the marketing agreement, as amended, and Order No. 929, as amended (7 CFR Part 929), regulating the handling of cranberries grown in Massachusetts, Rhode Island, Connecticut, New Jersey, Wisconsin, Michigan, Minnesota, Oregon, Washington, and Long Island in the State of New York, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601-674), as the agency to administer the terms and provisions thereof:

(1) That the expenses that are reasonable and likely to be incurred by said committee, during the fiscal period September 1, 1972, through August 31, 1973, will amount to \$56,404.

(2) That the rate of assessment for such period, payable by each handler in accordance with § 929.41, be fixed at \$0.03 per barrel or equivalent quantity of cranberries.

All persons who desire to submit written data, views, or arguments in connection with the aforesaid proposals shall file the same, in quadruplicate, with the Hearing Clerk, U.S. Department of Agriculture, Room 112, Administration Building, Washington, D.C. 20250, not later than the 10th day after publication of the notice in the *FEDERAL REGISTER*. All written submissions made pursuant to this notice will be made available for public inspection at the office of the Hearing Clerk during regular business hours (7 CFR 1.27(b)).

Dated: October 6, 1972.

PAUL A. NICHOLSON,  
Deputy Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[FR Doc. 72-17425 Filed 10-11-72; 8:50 am]

[7 CFR Part 989]

### RAISINS PRODUCED FROM GRAPES GROWN IN CALIFORNIA

#### Proposal To Change List for Export Sales of Reserve Raisins

Notice is hereby given of a proposal to change the list of countries to which

sale in export of reserve tonnage natural Thompson seedless raisins may be made by handlers by deleting Mexico from such list. This action would be in accordance with the marketing agreement, as amended, and Order No. 989, as amended (7 CFR Part 989), hereinafter referred to collectively as the "order", regulating the handling of raisins produced from grapes grown in California. The order is effective under the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601-674). The proposal was recommended by the Raisin Administrative Committee, established under the order.

The list of countries to which handlers may make sales of reserve tonnage natural Thompson seedless raisins was established pursuant to § 989.67(c) of the order and is contained in § 989.221 (7 CFR 989.221; 36 F.R. 20151) of the Subpart—Supplementary Orders Regulating Handling. The Committee has reviewed the list, as required by § 989.67(c) and has recommended such list be changed by deleting Mexico from the list. After such deletion, sales to Mexico by handlers could be made solely from free tonnage raisins.

Consideration will be given to any written data, views, or arguments pertaining to the proposal which are received by the Hearing Clerk, U.S. Department of Agriculture, Room 112, Administration Building, Washington, D.C. 20250, not later than October 27, 1972. All written submissions made pursuant to this notice should be in quadruplicate and will be made available for public inspection at the office of the Hearing Clerk during regular business hours (7 CFR 1.27(b)).

Dated: October 6, 1972.

PAUL A. NICHOLSON,  
Deputy Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[FR Doc. 72-17426 Filed 10-11-72; 8:51 am]

[7 CFR Part 999]

### RAISIN IMPORT REGULATIONS

#### Proposed Importation and Reporting Requirements

Notice is hereby given that the Department is giving consideration to: (1) Amending paragraph (e) of § 999.300 (7 CFR 999.300; 37 F.R. 5282; 13634) governing the importation of raisins, to permit importation of raisins which do not meet the requirements pursuant to paragraph (b) of § 999.300 with respect to mechanical damage and sugaring for use in the production of raisin paste; and (2) deleting the phrase, "at the port of arrival" from § 999.300(a)(7); § 999.300(b); and § 999.300(d). The proposal

would also provide for certain reporting requirements in conjunction with importation of raisins for production of raisin paste. The proposed amendment would be pursuant to the requirements of section 8e (7 U.S.C. 608e-1) of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601-674).

Consideration will be given to any written data, views, or arguments pertaining to this proposal which are received by the Hearing Clerk, U.S. Department of Agriculture, Room 112-A, Washington, D.C. 20250, not later than October 27, 1972. All written submissions made pursuant to this notice should be in quadruplicate and will be made available for public inspection at the office of the Hearing Clerk during regular business hours (7 CFR 1.27(b)).

The proposal is to amend § 999.300 as follows:

#### § 999.300 [Amended]

1. In paragraphs (a)(7), (b), and (d), of § 999.300, the phrase "at the port of arrival" is deleted.

2. Subparagraph (2) of § 999.300(e) is revised to read as follows:

(2) Any person may import any lot of raisins which does not meet the applicable grade and size requirements of paragraph (b) of this section for use in the production of alcohol, syrup for industrial use, or which does not meet such requirements with respect to mechanical damage or sugaring for use in the production of raisin paste. Prior to such importation, such person shall file with the Bureau of Customs' Regional Commissioner or District Director, as applicable, at the port at which the customs entry is filed an executed "Raisins—Section 8e Entry Declaration" prescribed in subdivision (i) of this subparagraph as "Raisin Form No. 1." Promptly after such filing, such person shall transmit a copy of this form to the Fruit and Vegetable Division. No person may import, sell, or use any raisins which do not meet the applicable grade and size requirements of paragraph (b) of this section other than for use as set forth in this subparagraph. Each person importing raisins which do not meet the applicable grade and size requirements of paragraph (b) of this section for use in the production of alcohol, syrup for industrial use, or raisin paste shall obtain from each purchaser, not later than the time of delivery to such purchaser, and file with the Fruit and Vegetable Division not later than the fifth day of the month following the month in which the raisins were delivered, an executed "Raisins—Section 8e Certification of Processor or Reseller," prescribed in subdivision (ii) of this subparagraph as "Raisin Form No. 2." One copy of this executed form shall be retained by the importer and one copy shall be retained

by the purchaser. Each reseller of raisins imported pursuant to this subparagraph should, for his protection, obtain from each purchaser and hold in his files an executed Raisin Form No. 2, covering such sales of such raisins during the calendar year. One copy of this executed form shall be retained by the reseller and one copy shall be retained by the purchaser.

(i) *Raisin Form No. 1.* The following is prescribed as Raisin Form No. 1.

**RAISIN FORM No. 1**

**RAISINS—SECTION 8e ENTRY DECLARATION**

I certify to the U.S. Department of Agriculture and the Bureau of Customs that none of the raisins being imported and which are identified below will be used other than in the production of alcohol, syrup for industrial use, or raisin paste.

1. Name of vessel: \_\_\_\_\_
2. County of origin of raisins: \_\_\_\_\_
3. Date of arrival: \_\_\_\_\_
4. City of arrival: \_\_\_\_\_
5. Unloading pier: \_\_\_\_\_
6. USDA Certificate of Quality and Condition Number: \_\_\_\_\_
7. Raisins entered: \_\_\_\_\_

Lot or chop mark	Number of containers	Total net weight (pounds)
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I agree to obtain from each person to whom any of the raisins listed above are delivered, an executed Raisin Form No. 2 "Raisins Section 8e Certification of Processor or Reseller" and to file the same with the Fruit and Vegetable Division, Agricultural Marketing Service, U.S. Department of Agriculture, Washington, D.C. 20250, not later than the fifth day of the month following the month in which the raisins were delivered.

Dated: \_\_\_\_\_  
Name of firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

(ii) *Raisin Form No. 2.* The following is prescribed as Raisin Form No. 2.

**RAISIN FORM No. 2**

**RAISINS—SECTION 8e CERTIFICATION OF  
PROCESSOR OR RESELLER**

I hereby certify to the U.S. Department of Agriculture that I have acquired the raisins covered by this certification; that I will use or sell them for use only in production of alcohol, syrup for industrial use, or raisin paste, as permitted by the Regulation Governing the Importation of Raisins (7 CFR 999.300; 37 F.R. 5282; 13634) and I am: (Check one or more if applicable)

--- Producer of alcohol --- Producer of syrup for industrial use --- Producer of raisin paste --- Reseller

1. Date of purchase: \_\_\_\_\_
2. Place of purchase: \_\_\_\_\_
3. Name and address of importer or seller: \_\_\_\_\_
4. USDA Certificate of Quality and Condition Number: \_\_\_\_\_
5. Raisins acquired: \_\_\_\_\_

**PROPOSED RULE MAKING**

Number of containers	Total net weight (lbs.)
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Dated: \_\_\_\_\_  
Name of firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: October 5, 1972.

PAUL A. NICHOLSON,  
Deputy Director, Fruit and  
Vegetable Division, Agricultural  
Marketing Service.

[FR Doc. 72-17374 Filed 10-11-72; 8:47 am]

(b) *Lupulin, including lupulin sweepings.* No handler shall acquire, use, or sell, nor the Committee accept for reserve pooling, lupulin, including lupulin sweepings unless 95 percent by weight of such lupulin including lupulin sweepings, will pass through a No. 10 mesh screen as determined by the Federal-State Inspection Service.

Dated: October 6, 1972.

PAUL A. NICHOLSON,  
Deputy Director, Fruit and  
Vegetable Division, Agricultural  
Marketing Service.

[FR Doc. 72-17428 Filed 10-11-72; 8:50 am]

**[ 7 CFR Part 1133 ]**

[Docket No. AO-275-A25]

**MILK IN INLAND EMPIRE  
MARKETING AREA**

**Notice of Recommended Decision and  
Opportunity To File Written Exceptions  
on Proposed Amendments to  
Tentative Marketing Agreement  
and to Order**

Notice is hereby given of the filing with the hearing clerk of this recommended decision with respect to proposed amendments to the tentative marketing agreement and order regulating the handling of milk in the Inland Empire marketing area.

Interested parties may file written exceptions to this decision with the Hearing Clerk, U.S. Department of Agriculture, Washington, D.C. 20250, by the seventh day after publication of this decision in the *FEDERAL REGISTER*. The exceptions should be filed in quadruplicate. All written submissions made pursuant to this notice will be made available for public inspection at the office of the hearing clerk during regular business hours (7 CFR 1.27(b)).

The above notice of filing of the decision and of opportunity to file exceptions thereto is issued pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.), and the applicable rules of practice and procedure governing the formulation of marketing agreements and marketing orders (7 CFR Part 900).

**PRELIMINARY STATEMENT**

The hearing on the record of which the proposed amendments, as hereinafter set forth, to the tentative marketing agreement and to the order as amended, were formulated, was conducted at Spokane, Wash., on September 12, 1972, pursuant to notice thereof which was issued on August 22, 1972 (37 F.R. 17855).

The material issues on the record of the hearing relate to:

1. Diversion of producer milk.
2. Pricing point for diverted milk.
3. Pool plant definition.

## PROPOSED RULE MAKING

## FINDINGS AND CONCLUSIONS

The following findings and conclusions on the material issues are based on evidence presented at the hearing and the record thereof:

1. *Diversion of producer milk.* The diversion provisions of the order should be revised to provide that during the months of September through March the quantity of producer milk diverted in any of these months may not exceed 50 percent of the producer milk received at pool plants (including that diverted), and that during the months April through August, such diversion may not exceed 70 percent of the producer milk received at pool plants (including that diverted). Also, the order should provide that with respect to the diversion of producer milk to nonpool plants, at least 2 days' production must be delivered to pool plants in any of the months of September through November to be eligible for diversion during such months.

Currently, the order provides seasonal limitations on the quantity of producer milk that may be diverted. The present provisions have been effective since 1968 and provide that the quantity of milk that may be diverted in any month shall not exceed 50 percent (April through August), 30 percent (December through March), and 20 percent (September through November) of the total producer milk received at pool plants in any month or diverted therefrom. The order provides also that to be eligible for diversion at least 6 days' production of each producer must be received at a pool plant in any of the months of September through November.

Diversion of milk directly from the farm to a nonpool manufacturing plant is a method by which a handler may efficiently dispose of the reserve milk that is a necessary part of his regular supply. In order to be assured of an adequate supply every day, a handler procuring his own milk supply must arrange to purchase sufficient milk to allow for variations in production and in his daily needs for fluid processing. Production of milk varies seasonally and, accordingly, producers furnishing a sufficient supply for the low production season will produce more than an adequate supply in high production months. Handlers' daily milk requirements also vary, chiefly because fluid milk packaging is not carried on all days of the week.

A cooperative association supplying the market proposed that the proportion of producer milk that may be diverted in any month be increased to 50 percent in any of the months of September through March and be unlimited in all other months. Proponent proposed also that to be eligible for diversion at least 2 days' production of each producer should be physically received at pool plants in any of the months of September through November to be eligible for diversion during such months.

Another cooperative supplying the market concurred with the proposals except to propose that for each of the months of April through August the proportion of producer milk that may be

diverted should be increased to 70 percent in any of such months and should not be unlimited as proposed by proponent. In its brief, proponent concurred in this change.

No testimony was received at the hearing in opposition to increasing the percentage of producer milk that may be diverted, or to changing the minimum delivery requirements for individual producers.

The chief reasons put forth by both associations of making the proposed changes are that (1) the present provisions no longer accommodate the orderly disposition of the reserve supplies of milk for the market, and (2) the construction of a nonfat dry milk plant in the market has resulted in larger quantities of reserve milk being handled as diverted milk rather than as transfers from pool plants to nonpool plants, as previously the case.

Proponent is a qualified cooperative association under the order. It represents 39 percent of the producers supplying the market and handles about 87 percent of the Class III disposition. It carries the major burden of handling reserve supplies of milk for the market.

The association sells milk to every handler regulated by the order. Some of the handlers buy their full supply from the association while other handlers utilize the association to balance their own supply of producer milk. During certain days of the week, months of the year, or at times when they might obtain bids to supply school or government contracts, the handlers call upon the reserve supplies of milk handled by the association.

The present order provisions concerning the diversion of producer milk to nonpool plants do not facilitate the orderly and economical disposal of milk that is in excess of the fluid needs of the market. The problems of handling excessive producer milk supplies have been such that in 1970, 1971, and currently, it has been necessary to suspend the diversion limits for the months September through November.

Annual receipts of producer milk in the market have increased steadily without a corresponding increase in the Class I utilization of such milk. Between 1970 and 1971 producer receipts increased 9.9 percent while producer milk in Class I increased 3 percent. For the months January through July 1972, producer receipts increased 6.8 percent over the same months of 1971, while Class I utilization increased 6 percent. While Class I utilization increased for the period January through July 1972, as compared with a year earlier, the problem of increased production relative to Class I utilization stems from changes in previous years and is expected to continue.

As indicated previously, proponent association assumes the responsibility of handling and disposing of its member milk that is in excess of its sales for fluid uses. During the months of seasonally high production this burden becomes greater as those handlers being supplied in part by proponent rely on their regu-

lar producer supplies for their fluid requirements. In 1971, proponent diverted 55.5 percent of its total member milk. In July of that year (the peak month for diversion) it diverted 66.6 percent of its member milk to nonpool plants. In July 1972, 73.4 percent of such milk was so diverted. This relatively large increase over the previous year results from increased production by producers regularly associated with the market, and has caused larger quantities of reserve milk to be diverted to the newly constructed nonfat dry milk plant in the market. The chronic condition of increased need to divert relative to the diversion limits provided in the order is what has encouraged review of the diversion provisions at this time. As previously indicated, a part of such need is that some milk previously transferred from pool plants to distant manufacturing plants is now being diverted to the nonpool nonfat dry milk plant at Spokane, Washington. During the months of September 1971 through March 1972 proponent diverted 53.5 percent of its total member milk.

The order provides that two or more cooperative associations may have their allowable diversions computed on the basis of the combined deliveries of milk by their member producers. In the past this has aided proponent in diverting milk within the limits provided by the order. Under current marketing conditions the provision may no longer be adequate in the near future within the limits presently provided. As indicated earlier, suspension actions have been taken in the months of low production to accommodate the necessary diversion of milk. In July 1972, diversion of milk was 49.4 percent of the combined receipts of the cooperative associations, and for the future is expected to exceed the present diversion limits provided by the order. It is evident from the data introduced into evidence that the present diversion provisions may no longer be adequate in any month of the year.

In developing order provisions to pool those milk supplies that serve the fluid markets regularly, it is necessary to include provisions that will not also pool supplies that do not serve the fluid market. The level of the percentage limits provided herein for the months of September through March will accommodate the quantity of milk that proponent must divert in handling the increasing reserve supplies of the market without jeopardizing the producer status of dairy farmers who regularly have supplied milk for the fluid needs of the market.

The higher percentage limit provided herein for the remaining months of April through August recognizes the seasonally greater production of milk and the consequent need during that period for diverting a larger proportion of the total producer milk supply. The present order provisions already reflect this to a degree but need to be revised under current marketing conditions.

The diversion limits provided herein require specific performance by each producer. He must deliver to pool plants

at least 2 days' production in any of the months September through November when Class I utilization for the market is highest in relation to production. Also, the diversion privilege would continue to apply in other months only to the milk of those dairy farmers who have previously attained producer status through shipment to a pool plant. The order presently provides that to be eligible for diversion at least 6 days' production of a producer must be delivered to pool plants in any of the months of September through November. However, under present supply conditions for the market it is apparent that the present provisions may require uneconomic movements of milk to qualify producers whose milk needs to be diverted more frequently than the milk of other producers. For the most part, distributing plants in the market are located at the market center. The supply area, particularly for proponent, is located throughout most of the eastern half of the State of Washington.

Proponent regularly brings producer milk to the center of the market from farms in excess of 200 miles from Spokane. The farms are widely scattered, and under present marketing conditions of full supply it would be more economic to provide fewer days' production that individual producers must deliver milk to pool plants to have their milk qualify for diversion to nonpool plants. For example, producers whose farms are located in the Idaho panhandle (in the vicinity of Bonners Ferry) can have their milk diverted to a nonpool manufacturing plant at Sand Point, Idaho, instead of having a substantial portion of it hauled all the way to a Spokane pool plant to qualify for diversion.

The uneconomic movement of milk of producers who are regularly associated with the market then would be avoided.

In view of the aforementioned considerations, it is concluded that the diversion limits proposed herein should be adopted. Such limits will enhance orderly marketing by assuring that only milk of producers regularly supplying the market share in the proceeds of the market, but yet permitting flexibility to handle efficiently milk not needed for fluid use.

The diversion provisions of the order now provide that the operator of a pool plant may divert the milk of any producer member of a cooperative association that is commingled with milk of nonmember producers on a tank truck at the time of delivery from the farm. This provision has not been used since its inception in 1965, and it is not likely to be useful in the future because the cooperatives transport their member milk. Accordingly, the provision is not included as part of the revised diversion provisions.

**2. Pricing point on diverted milk.** The order should be amended to provide that, for purposes of pricing only, milk diverted from a pool plant to a nonpool plant, either for the account of a handler as the operator of a pool plant or for the account of a cooperative association in

its capacity as a handler, shall be treated as a receipt at the plant to which diverted.

The change was requested by a cooperative association supplying the market. The representative of another cooperative association supplying the market testified at the hearing in favor of the proposal. No opposition to the proposal was expressed either at the hearing or in briefs.

Most of the producer milk in excess of Class I requirements is diverted to a nonpool plant in the base price zone where no location adjustment is applicable. Thus, a change in the point of pricing on this milk will not affect the pool obligation of most of the diverting handlers, or the uniform price received by most producers.

When diverted milk is priced at the plant from which diverted, there is always the incentive for association of distant milk with local plants in the market even though such milk is not needed for fluid use, is not a part of the market's regular supply, and is intended for manufacturing uses. If dairy farmers relatively distant from the market have their milk diverted to a nonpool plant near their farms and receive a uniform price based on the location of a pool plant in the marketing area, such farmers are compensated as if their milk had incurred the expense of delivery all the way to the market center.

We find no reason why milk diverted from a pool plant to a nonpool plant at any particular location under usual circumstances should draw a higher return from the market pool than milk received at a pool plant at the same location.

**3. Pool plant definition.** The introductory language to the pool plant definition should be changed to provide that if a portion of a plant is physically separated from the Grade A portion of such plant, is operated separately and is not approved by any health authority for the receiving, processing or packaging of any fluid milk product for Grade A disposition, it shall not be considered as part of a pool plant.

The change was proposed by the cooperative association that is now operating a new nonfat dry milk plant in the market. The need for the provisions stems from the operation of the plant.

The plant is operated by proponent in space leased from another cooperative supplying the market and operating a distributing pool plant under the same roof. While the two operations are conducted under one roof they are entirely separated from each other by immovable partitions and walls. No milk or cream product lines extend from one plant into the other.

The manufacturing plant was built exclusively for the manufacture of nonfat dry milk. It is currently designated as a nonpool plant under the order. It is not licensed or inspected by the authority having jurisdiction over Grade A distribution in the marketing area, although all the milk processed in the plant is Grade A reserve milk for the market.

The plant comes under the jurisdiction of the Washington Department of Agriculture, which is the licensing agency for plants engaged in the manufacture of nonfat dry milk and other manufactured dairy products.

By changing the order as proposed, the pool plant definition will provide explicitly that the manufacturing portion of the facility should be distinguished from the distributing pool plant portion of the facility, and should be designated separately as a nonpool plant as long as it meets the requirements of the provision. In such instance, the manufacturing portion of the plant would not be supplying the fluid milk needs of the market by means of Grade A milk sales to other handlers and would appropriately be distinguished from the distributing pool plant with which it shares, in common, land and a building and might otherwise be designated as a single plant under the order.

#### RULINGS ON PROPOSED FINDINGS AND CONCLUSIONS

Briefs and proposed findings and conclusions were filed on behalf of certain interested parties. These briefs, proposed findings, and conclusions and the evidence in the record were considered in making the findings and conclusions set forth above. To the extent that the suggested findings and conclusions filed by interested parties are inconsistent with the findings and conclusion set forth herein, the requests to make such findings or reach such conclusions are denied for the reasons previously stated in this decision.

#### GENERAL FINDINGS

The findings and determinations hereinafter set forth are supplementary and in addition to the findings and determinations previously made in connection with the issuance of the aforesaid order and of the previously issued amendments thereto; and all of said previous findings and determinations are hereby ratified and affirmed, except insofar as such findings and determinations may be in conflict with the findings and determinations set forth herein.

(a) The tentative marketing agreement and the order, as hereby proposed to be amended, and all of the terms and conditions thereof, will tend to effectuate the declared policy of the Act;

(b) The parity prices of milk as determined pursuant to section 2 of the Act are not reasonable in view of the price of feeds, available supplies of feeds, and other economic conditions which affect market supply and demand for milk in the marketing area, and the minimum prices specified in the tentative marketing agreement and the order, as hereby proposed to be amended, are such prices as will reflect the aforesaid factors, insure a sufficient quantity of pure and wholesome milk, and be in the public interest; and

(c) The tentative marketing agreement and the order, as hereby proposed to be amended, will regulate the handling

## PROPOSED RULE MAKING

of milk in the same manner as, and will be applicable only to persons in the respective classes of industrial and commercial activity specified in, a marketing agreement upon which a hearing has been held.

## RECOMMENDED MARKETING AGREEMENT AND ORDER AMENDING THE ORDER

The recommended marketing agreement is not included in this decision because the regulatory provisions thereof would be the same as those contained in the order, as hereby proposed to be amended. The following order amending the order, as amended, regulating the handling of milk in the Inland Empire marketing area is recommended as the detailed and appropriate means by which the foregoing conclusions may be carried out:

1. In § 1133.8, the introductory text is revised to read as follows:

## § 1133.8 Pool plant.

"Pool plant" means any plant described in paragraph (a) or (b) of this section, other than the plant of a producer-handler or a plant with respect to which the handler is exempt pursuant to § 1133.61, which is approved by an appropriate health authority for the receiving of milk qualified for distribution as Grade A milk in the marketing area. If a portion of such plant is physically separated from the Grade A part of such plant, is operated separately, and is not approved by any health authority for the receiving, processing, or packaging of any fluid milk product for Grade A disposition, it shall not be considered as part of a pool plant pursuant to this section.

2. In § 1133.12, paragraph (c) is revised to read as follows:

## § 1133.12 Producer milk.

(c) With respect to diversions to non-pool plants:

(1) A cooperative association may divert for its account, under paragraph (b)(1) of this section, the milk of any member-producer eligible for diversion. The total quantity of milk so diverted may not exceed 50 percent in any of the months of September through March, and 70 percent in any of the months of April through August, of its total member milk received at all pool plants or diverted therefrom during the month. Two or more cooperative associations may have their allowable diversions computed on the basis of the combined deliveries of milk by their member producers if each association has filed in writing with the market administrator a request for such computation;

(2) A handler operating a pool plant may divert for his account under paragraph (a)(2) of this section, milk of any producer eligible for diversion, other than a member of a cooperative association which diverts milk under subparagraph (1) of this paragraph. The total quantity of milk so diverted may not exceed 50 percent in any of the months

of September through March and 70 percent in any of the months of April through August, of the milk received at or diverted from such pool plant during the month from producers who are not members of a cooperative association that diverts milk under subparagraph (1) of this paragraph;

(3) Milk diverted in excess of the limits specified shall not be considered as producer milk, and the diverting handler shall specify the producers whose milk is ineligible as producer milk. If a handler fails to designate such producers, producer milk status shall be forfeited with respect to all milk diverted by the handler;

(4) Producers eligible for diversion are those whose milk has been received at the pool plant prior to diversion from such plant (but not necessarily in the current month). Producers eligible for diversion in the months of September, October, or November must in addition have at least 2 days' production received at a pool plant in the respective month;

(5) For the purpose of location adjustments pursuant to §§ 1133.53 and 1133.81, diverted milk shall be considered to have been received at the location of the plant to which diverted.

3. In § 1133.81, paragraph (a) is revised to read as follows:

## § 1133.81 Location adjustments to producers and on nonpool milk.

(a) In making payments pursuant to § 1133.80 the market administrator shall reduce the uniform price computed pursuant to § 1133.71 by the location adjustment applicable at the plant where the milk was first physically received from producers, and the uniform price of producer milk diverted to a nonpool plant according to the location of the nonpool plant, each at the rates set forth in § 1133.53.

Signed at Washington, D.C., on October 6, 1972.

JOHN C. BLUM,  
Deputy Administrator,  
Regulatory Programs.

[FR Doc. 72-17427 Filed 10-11-72; 8:51 am]

DEPARTMENT OF  
TRANSPORTATION

## Federal Aviation Administration

## I 14 CFR Part 71 I

[Airspace Docket No. 72-EA-84]

CONTROL ZONE AND TRANSITION  
AREA

## Proposed Alteration

The Federal Aviation Administration is considering amending §§ 71.171 and 71.181 of Part 71 of the Federal Aviation Regulations so as to alter the Quantico, Va., control zone (37 F.R. 2121) and Transition Area (37 F.R. 2270); and the

Washington, D.C. Transition Area (37 F.R. 2300).

A review of the airspace requirements for the Quantico, Va. area indicates that we will require alteration of the control zone and 700-foot floor transition area to provide controlled airspace protection for IFR arrivals and departures at Quantico, MCAS (Turner Field) Quantico, Va.

The proposed control zone alteration includes a revision in the time of control zone designation requested by the military. The description of the Washington, D.C. 700-foot floor transition area which makes reference to the geographic position of Quantico, MCAS requires alteration to reflect the corrected geographic position of the airport.

Interested parties may submit such written data or views as they may desire. Communications should be submitted in triplicate to the Director, Eastern Region, Attention: Chief, Air Traffic Division, Department of Transportation, Federal Aviation Administration, Federal Building, John F. Kennedy International Airport, Jamaica, N.Y. 11430. All communications received within 30 days after publication in the *FEDERAL REGISTER* will be considered before action is taken on the proposed amendment. No hearing is contemplated at this time, but arrangements may be made for informal conferences with Federal Aviation Administration officials by contacting the Chief, Airspace and Procedures Branch, Eastern Region.

Any data or views presented during such conferences must also be submitted in writing in accordance with this notice in order to become part of the record for consideration. The proposal contained in this notice may be changed in the light of comments received.

The official docket will be available for examination by interested parties at the Office of Regional Counsel, Federal Aviation Administration, Federal Building, John F. Kennedy International Airport, Jamaica, N.Y.

The Federal Aviation Administration, having completed a review of the airspace requirements for the terminal areas of Quantico, Va., and Washington, D.C., proposes the airspace action hereinafter set forth:

1. Amend § 71.171 of Part 71 of the Federal Aviation Regulations so as to delete the description of the Quantico, Va. control zone and insert the following in lieu thereof:

Within a 5-mile radius of the center, 38°30'15" N., 77°18'15" W. of Quantico MCAS (Turner Field) Quantico, Va.; and within 3.5 miles each side of the 201° bearing from the Marine Quantico RBN, extending from the 5-mile radius zone to 11.5 miles south of the RBN. This control zone is effective from 0700 to 1800 hours, local time, Friday through Monday; from 0700 to sunset plus 2 hours and 45 minutes, local time, Tuesday through Thursday.

2. Amend § 71.181 of Part 71 of the Federal Aviation Regulations so as to delete the description of the Quantico, Va. 700-foot floor transition area and insert the following in lieu thereof:

That airspace extending upward from 700-feet above the surface within a 9-mile

radius of the center, 38°30'15" N., 77°18'15" W. of Quantico MCAS (Turner Field) Quantico, Va.; within a 9.5-mile radius of the center of the airport, extending clockwise from a 270° bearing to a 350° bearing from the airport; and within 9.5 miles east and 4.5 miles west of the 201° bearing from the Marine Quantico RBN, extending from the RBN to 18.5 miles south of the RBN, excluding the portion that coincides with the Fredericksburg, Va. and Washington, D.C. 700-foot floor transition areas.

3. Amend section 71.181 of Part 71 of the Federal Aviation Regulations so as to delete in the description of the Washington, D.C. 700-foot floor transition area "MCAS Quantico, Va. (latitude 38°30'10" N., longitude 77°18'20" W.)" and insert the following in lieu thereof, "Quantico MCAS (Turner Field), Quantico, Va. (latitude 38°30'15" N., longitude 77°18'15" W.)."

This amendment is proposed under sec. 307(a) of the Federal Aviation Act of 1958 (72 Stat. 749; 49 U.S.C. 1348) and sec. 6(c) of the Department of Transportation Act (49 U.S.C. 1655(c)).

Issued in Jamaica, N.Y., on September 29, 1972.

F. A. CARBOINE,

Acting Director, Eastern Region.

[FR Doc. 72-17367 Filed 10-11-72; 8:49 am]

#### I 14 CFR Part 73 1

[Airspace Docket No. 72-RM-22]

#### RESTRICTED AREAS

#### Proposed Revocation and Alteration

The Federal Aviation Administration (FAA) is considering an amendment to Part 73 of the Federal Aviation Regulations that would revoke Restricted Area R-2601A and alter Restricted Areas R-2601B and R-2602 at Fort Carson, Colo.

Interested persons may participate in the proposed rule making by submitting such written data, views, or arguments as they may desire. Communications should identify the document number and be submitted in triplicate to the Director, Rocky Mountain Region, Attention: Chief, Air Traffic Division, Federal Aviation Administration, Post Office Box 7213, Denver, CO 80207. All communications received within 30 days after publication of this notice in the *FEDERAL REGISTER* will be considered before action is taken on the proposed amendment. The proposal contained in this notice may be changed in the light of comments received.

An official docket will be available for examination by interested persons at the Federal Aviation Administration, Office of the General Counsel, Attention: Rules Docket, 800 Independence Avenue SW, Washington, DC 20591. An informal docket also will be available for examination at the office of the Regional Air Traffic Division Chief.

The Department of the Army has requested that use of three Fort Carson Restricted Areas be changed as follows:

1. Revoke R-2601A.
2. a. Extend the northwest boundary of R-2601B northerly along Colorado

Highway No. 115 from its present limit of latitude 38°42'04" N., longitude 104°49'34" W., to latitude 38°42'40" N., longitude 104°49'19" W. (approximately 6/10 NM north northeastward) thence to latitude 38°40'53" N., longitude 104°45'35" W. (the present boundary beginning point).

b. Add to the text of "Designated altitudes": "FL 350 to FL 600, by NOTAM issued 24 hours in advance.

3. In R-202 under "Designated altitudes" add to the text: "FL 350 to FL 600, by NOTAM issued 24 hours in advance.

The Army activities in present R-2601A can be conducted under the controlled firing area concept; thus, the airspace can be restored to public use. The northern boundary of R-2601B requires a very small enlargement. Both R-2601B and R-2602 require increased vertical dimension airspace for certain missile firing activity. However, the vertical airspace involved does not contain jet routes and it normally will be required only once in each 2-month period. The planned use would be whenever possible during hours when commercial flights are not scheduled to operate. Also, a cost savings to the Government would result over the present method employed for firing missiles.

This amendment is proposed under the authority of sec. 307(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1348(a)) and sec. 6(c) of the Department of Transportation Act (49 U.S.C. 1655(c)).

Issued in Washington, D.C., on October 4, 1972.

CLAUDE FEATHERSTONE,  
Acting Chief, Airspace and Air  
Traffic Rules Division.

[FR Doc. 72-17368 Filed 10-11-72; 8:49 am]

## FEDERAL COMMUNICATIONS COMMISSION

#### I 47 CFR Part 21 1

[Docket No. 19517]

#### FREQUENCY ASSIGNMENT TECHNIQUES FOR MICROWAVE SYSTEMS

##### Order Extending Time for Filing Comments

In the matter of the report on a study of frequency assignment techniques for microwave systems prepared for the Commission by Communications & Systems, Inc. (a subsidiary of Computer Sciences Corp.).

1. The Central Committee on Communication Facilities of the American Petroleum Institute, and the Utilities Telecommunications Council have requested the Commission to extend the time for filing comments in the above-captioned matter (FCC 72-468 released June 12, 1972) from October 2, 1972, to October 30, 1972.

2. In support of its request, each petitioner states that due to the number

and complexity of some of the matters involved, each needs additional time to review and finalize proposed comments at its respective meeting in mid-October.

3. It appears that the public interest would be served by granting the additional time requested to permit the petitioners and other interested parties a full opportunity for the preparation and presentation of their views in this inquiry to aid the Commission in evaluating the Computer Sciences Corp. study.

4. Accordingly, *It is ordered*, Pursuant to § 0.331(b) (4) of the Commission's rules, that the time for filing comments in the above-captioned proceeding is extended from October 2, 1972, to October 30, 1972.

Adopted: September 29, 1972.

Released: October 3, 1972.

[SEAL] JAMES E. BARR,  
Chief, Safety and Special  
Radio Services Bureau.

[FR Doc. 72-17409 Filed 10-11-72; 8:46 am]

#### I 47 CFR Part 73 1

[Docket No. 19551]

#### FM BROADCAST STATIONS IN CERTAIN CITIES IN GEORGIA, MISSISSIPPI, AND ARKANSAS

##### Order Extending Time for Filing Comments and Reply Comments

In the matter of amendment of § 73-202, *Table of Assignments*, FM broadcast stations (Dublin and Atlanta, Ga.; Starkville, Miss.; Helena, Ark.), Docket No. 19551.

1. The notice of proposed rule making in the above-entitled proceeding was adopted July 19, 1972, and published in the *FEDERAL REGISTER* July 29, 1972, 37 F.R. 15320. The dates for filing comments and reply comments have been extended to October 1, 1972, and October 11, 1972, respectively.

2. On October 2, 1972, Tri-Cities Broadcasting Co., Tuscaloosa, Ala. (RM-2029), made party to the proceeding by Public Notice, Report No. 826, Office of the Secretary, August 11, 1972, filed comments in which it sets forth alternative counter-proposal to assign FM Channel 224A to Tuscaloosa. However, this alternative proposal conflicts with a pending proposal for assignment of Channel 224A to Jasper, Ala. (RM-2037), which in turn conflicts with a proposal for assignment of the same channel to Haleyville, Ala. (RM-2004). Since the Tri-Cities counter-proposal conflicts with the petitions filed by Radio South, Inc., Tuscaloosa, and Helton and Norris Enterprises, Inc., Haleyville, the two petitions would be consolidated into this proceeding as counterproposals. A Public Notice to this effect will be given.

3. With the consolidation of the two petitions into this proceeding, we believe that it would be in the public interest to extend the time for filing comments and reply comments. Accordingly, it is

ordered. That the time for filing comments and reply comments in the above docket are extended to and including October 31, 1972, and November 10, 1972, respectively.

4. This action is taken pursuant to authority found in section 4(i) and 303(r) of the Communications Act of 1934, as amended, and § 0.281(d)(8) of the Commission's rules and regulations.

Adopted: October 4, 1972.

Released: October 5, 1972.

[SEAL] WALLACE E. JOHNSON,  
Chief, Broadcast Bureau.

[FR Doc. 72-17410 Filed 10-11-72; 8:46 am]

## FEDERAL POWER COMMISSION

[18 CFR Part 260]

[Docket No. R-455]

### STATEMENTS AND REPORTS (SCHEDULES)

#### Imputed Rate of Return on Jurisdictional Rate Base

##### Correction

In F.R. Doc. 72-16478 appearing on page 20260 of the issue for Thursday, September 28, 1972, the headings should read as set forth above.

## SELECTIVE SERVICE SYSTEM

[32 CFR Parts 1611, 1623, 1624,  
1626, 1627.1]

### LOCAL BOARD

#### Proposed Classification Procedures

Pursuant to the Military Selective Service Act, as amended (50 United States Code App., sections 451 et seq.), and Executive Order No. 11623 dated October 12, 1971, the Director of Selective Service hereby gives public notice that consideration is being given to the following proposed amendments to the Selective Service Regulations constituting a portion of Chapter XVI of the Code of Federal Regulations. These regulations implement the Military Selective Service Act, as amended (50 United States Code App., sections 451 et seq.).

All persons who desire to submit views to the Director on the proposals should prepare them in writing and mail them to the General Counsel, National Headquarters, Selective Service System, 1724 F Street NW., Washington, D.C. 20435, within 30 days following the publication of this notice in the **FEDERAL REGISTER**.

The proposed amendments follow:

## PROPOSED RULE MAKING

### PART 1611—DUTY AND RESPONSIBILITY TO REGISTER

#### § 1611.2 [Amended]

Section 1611.2(c) is revoked.

### PART 1623—CLASSIFICATION PROCEDURE

Section 1623.1(b) is amended to read as follows:

#### § 1623.1 Commencement of classification.

(b) The registrant's classification shall be determined on the basis of the official forms of the Selective Service System and other written information in his file, oral statements by the registrant at his personal appearance before the local board, appeal board, or National Selective Service Appeal Board, and oral statements by the registrant's witnesses at his personal appearance before the local board. No information in any written summary of the oral information presented at a registrant's personal appearance that was prepared by an official or employee of the Selective Service System will be considered or placed in the registrant's file unless a copy of it has been furnished to the registrant by the Selective Service System.

### PART 1624—APPEARANCE BEFORE LOCAL BOARD

Section 1624.4(b) is amended to read as follows:

#### § 1624.4 Procedure during personal appearance before local board.

(b) At any such appearance, the registrant may present evidence, including witnesses, may discuss his classification, may point out the class or classes in which he thinks he should have been placed, and may direct attention to any information in his file which he believes the local board has overlooked or to which he believes it has not given sufficient weight. The registrant may present such further information as he believes will assist the local board in determining his proper classification. The information furnished should be as concise as possible under the circumstances. The registrant may summarize in writing the oral information that he or his witnesses presented. Such summary shall be placed in the registrant's file.

Section 1624.6(a) *Procedure of local board following personal appearance*, is amended to read as follows:

#### § 1624.6 Procedures of local board following personal appearance.

(a) After the registrant has appeared before the local board, it shall again classify the registrant and, as soon as practicable thereafter, it shall mail notice thereof on Notice of Classification (SSS

Form 110) to the registrant. Only those members of the local board before whom the registrant appeared shall classify him. In the event that the local board classifies the registrant in a class other than that which he requested, it shall record its reasons therefor in his file. The local board shall inform the registrant of such reasons in writing at the time it mails his Notice of Classification (SSS Form 110).

### PART 1626—APPEAL TO LOCAL BOARD

Section 1626.4(e) is amended to read as follows:

#### § 1626.4 Review by appeal board.

(e) At any such personal appearance, there shall be present a quorum of the members of the board to which the registrant may present evidence, may discuss his classification, may point out the class or classes in which he thinks he should have been placed, and may direct attention to any information in his file which he believes the local board has overlooked or to which he believes it has not given sufficient weight. The registrant may present such further information as he believes will assist the board in determining his proper classification. The information furnished should be as concise as possible under the circumstances. The registrant may summarize in writing the oral information that he presented. Such summary shall be placed in the registrant's file.

### PART 1627—APPEAL TO THE PRESIDENT

Section 1627.4(e) is amended to read as follows:

#### § 1627.4 Procedures of the National Selective Service Appeal Board.

(e) At any such appearance, the registrant may discuss his classification, may point out the class or classes in which he thinks he should have been placed, and may direct attention to any information in his file which he believes the local board or the appeal board has overlooked or to which sufficient weight has not been given. The registrant may present such further information as he believes will assist the National Board in determining his proper classification. The information furnished should be as concise as possible under the circumstances. The registrant may summarize in writing the oral information that he presented. Such summary shall be placed in the registrant's file.

BYRON V. PEPITONE,  
Acting Director.

OCTOBER 6, 1972.

[FR Doc. 72-17381 Filed 10-11-72; 8:47 am]

# Notices

## DEPARTMENT OF THE INTERIOR

### Bureau of Land Management

[Montana 16932]

#### MONTANA

##### Opening of Land Subject to Section 24 of the Federal Power Act

SEPTEMBER 29, 1972.

By virtue of the authority contained in section 24 of the Federal Power Act of June 10, 1920 (41 Stat. 1075, 16 U.S.C. 818), as amended, and pursuant to Bureau Order No. 701 of July 23, 1964, as amended October 3, 1968 (33 F.R. 15078), it is ordered as follows:

1. In DA-199-Montana, the Federal Power Commission determined that the value of the lands described below, embraced in Powersite Classification No. 57, will not be injured or destroyed for purposes of power development by selection by the Montana Power Co., for the purpose of effectuating a land exchange with the U.S. Forest Service under the Act of March 20, 1922, as amended, subject to the provisions of section 24 of the Federal Power Act.

PRINCIPAL MERIDIAN, MONTANA

GALLATIN NATIONAL FOREST

T. 12 S., R. 4 E.,  
Sec. 6, N $\frac{1}{2}$  N $\frac{1}{2}$  of Lot 11 and NE $\frac{1}{4}$  NW $\frac{1}{4}$   
NW $\frac{1}{4}$  SW $\frac{1}{4}$ .

The area described contains approximately 3.865 acres in Gallatin County.

2. The lands shall immediately become available for consummation of pending Forest Exchange, M 14521, subject to section 24 of the Federal Power Act.

3. The State of Montana has waived the preference right of application for highway rights of way or material sites provided by section 24 of the Federal Power Act of June 10, 1920, *supra*.

ROLAND F. LEE,  
Chief, Branch of  
Lands and Minerals Operations.

[FR Doc. 72-17354 Filed 10-11-72; 8:48 am]

## DEPARTMENT OF COMMERCE

### Bureau of International Commerce

[File: 23(72)-8]

#### LORENZ EDV-UNTERNEHMENS-BERATUNG ET AL.

##### Order Further Extending Temporary Denial of Export Privileges

In the matter of Lorenz EDV-Unternehmensberatung and Peter Lorenz, respondents, Lorenz Datenservice GmbH, Lorenz EDV-Systeme-Zubehor-Raumausstattung GmbH, IRI Institut fur

Rationalisierung und Informatik GmbH, Informa Computerwerbung und Demoskopie, AfD Akademie fur Datenverarbeitung e.V., related parties, all of Stuttgart, Frankfurt, Munich, Dusseldorf—Federal Republic of Germany, and Vienna, Austria, File: 23(72)-8.

An order temporarily denying export privileges for a period of 60 days was issued against the above respondents and related parties on June 23, 1972 (37 F.R. 12980-12981). Said order was issued in connection with an investigation instituted by the Compliance Division, Office of Export Control, Bureau of International Commerce. On the evidence presented there was reasonable basis to believe that early in 1971 the Lorenz firm reexported from West Germany to the U.S.S.R. a computer system valued at approximately \$1,600,000, which was subject to U.S. export controls, although the firm knew this was a violation of U.S. Export Control Regulations. On the evidence presented there was also reasonable basis to believe that respondents have ordered a computer system which is subject to U.S. export controls and which is more sophisticated than the system referred to above; that this system is now in the Federal Republic of Germany and its intended disposition requires further investigation.

The order of June 23, 1972, was extended for an additional 45 days on August 18, 1972 (37 F.R. 16987), and is due to expire on October 6, 1972. Pursuant to § 388.11(c) of the Export Control Regulations the respondents moved to vacate the temporary denial order and a hearing was held before the Hearing Commissioner on said motion. The motion has been denied.

The Director of the Compliance Division has applied under § 388.11 of the Export Control Regulations for a further extension of the temporary denial order until the completion of administrative compliance proceedings and has represented that a charging letter against respondents will be issued within 2 weeks in which violations of the Export Control Regulations will be alleged.

The application for further extension of the temporary denial order has been considered by the Hearing Commissioner and he has reported his recommendation to me that the present temporary denial order be extended until the completion of administrative compliance proceedings. He has found that such extension is reasonably necessary for the protection of the public interest. I confirm this finding: *Accordingly, it is hereby ordered.*

I. The prohibitions and restrictions of the temporary denial order issued in this matter on June 23, 1972 (37 F.R. 12980-12981), and extended on August 18, 1972 (37 F.R. 16987), are hereby continued in full force and effect.

II. The respondents, their successors, assigns, representatives, agents, and employees hereby are denied all privileges of participating, directly or indirectly, in any manner or capacity, in any transaction involving commodities or technical data exported from the United States, in whole or in part, or to be exported, or which are otherwise subject to the Export Control Regulations. Without limitation of the generality of the foregoing, participation prohibited in any such transaction, either in the United States or abroad, shall include participation, directly or indirectly, in any manner or capacity: (a) As a party or as a representative of a party to any validated export license application; (b) in the preparation or filing of any export license application or reexportation authorization, or any document to be submitted therewith; (c) in the obtaining or using of any validated or general export license, or other export control document; (d) in the carrying on of negotiations with respect to or in the receiving, ordering, buying, selling, delivering, storing, using, or disposing of any commodities or technical data in whole or in part, exported or to be exported from the United States; and (e) in the financing, forwarding, transporting, or other servicing of such commodities or technical data.

III. Such denial of export privileges shall extend not only to the respondents, but also to their agents and employees and to any person, firm, corporation, or business organization with which they now or hereafter may be related by affiliation, ownership, control, position of responsibility, or other connection in the conduct of trade or services connected therewith. Such related parties include Lorenz Datenservice GmbH; Lorenz EDV-Systeme-Zubehor-Raumausstattung GmbH; IRI Institut fur Rationalisierung und Informatik GmbH; Informa Computerwerbung und Demoskopie; AfD Akademie fur Datenverarbeitung e.V., with offices in the cities above mentioned.

IV. This order, unless hereafter amended, modified or vacated in accordance with the provisions of the U.S. Export Control Regulations, shall remain in effect until the completion of administrative compliance proceedings which will result from the charging letter to be issued against respondents.

V. No person, firm, corporation, partnership or other business organization, whether in the United States or elsewhere, without prior disclosure to and specific authorization from the Bureau of International Commerce, shall do any of the following acts, directly or indirectly, or carry on negotiations with respect thereto, in any manner or capacity, on behalf of or in any association with respondents or any related party or

## NOTICES

whereby the respondents or such related party may obtain any benefit therefrom, or have any interest or participation therein, directly or indirectly: (a) Apply for, obtain, transfer, or use any license, Shipper's Export Declaration, bill of lading, or other export control document relating to any exportation, reexportation, transshipment, or diversion of any commodity or technical data exported or to be exported from the United States, by, to, or for any said respondents; or (b) order, buy, receive, use, sell, deliver, store, dispose of, forward, transport, finance, or otherwise service or participate in any exportation, reexportation, transshipment, or diversion of any commodity or technical data exported or to be exported from the United States.

VI. A copy of this order shall be served upon the respondents and the related parties named herein.

VII. In accordance with the provisions of § 388.11(c) of the Export Control Regulations, the respondents or any related party named herein, may move at any time to vacate or modify this further extension of the temporary denial order by filing an appropriate motion therefor, supported by evidence, with the Hearing Commissioner, and may request an oral hearing thereon which, if requested, shall be held before the Hearing Commissioner in Washington, D.C., at the earliest convenient date.

Dated: October 5, 1972.

RAUER H. MEYER,

Director, Office of Export Control.

[FR Doc.72-17412 Filed 10-11-72;8:46 am]

**Office of Import Programs  
OHIO UNIVERSITY ET AL.**

**Notice of Consolidated Decision on  
Applications for Duty-Free Entry of  
Scientific Articles**

The following is a consolidated decision on applications for duty-free entry of scientific articles pursuant to section 6(c) of the Educational, Scientific, and Cultural Materials Importation Act of 1966 (Public Law 89-651, 80 Stat. 897) and the regulations issued thereunder as amended (37 F.R. 3892 et seq.).

A copy of the record pertaining to each of the applications in this consolidated decision is available for public review during ordinary business hours of the Department of Commerce, at the Special Import Programs Division, Office of Import Programs, Department of Commerce, Washington, D.C.

Decision: Applications denied. Applicants have failed to establish that instruments or apparatus of equivalent scientific value to the foreign articles, for such purposes as the foreign articles are intended to be used, are not being manufactured in the United States.

Reasons: Subsection 701.8 of the regulations provides in pertinent part:

The applicant shall on or before the 20th day following the date of such notice, inform the Deputy Assistant Secretary whether it intends to resubmit another application

for the same article for the same intended purposes to which the denied application relates. The applicant shall then resubmit the new application on or before the 90th day following the date of the notice of denial without prejudice to resubmission, unless an extension of time is granted by the Deputy Assistant Secretary in writing prior to the expiration of the 90-day period. \* \* \* If the applicant fails, within the applicable time periods specified above, to either (a) inform the Deputy Assistant Secretary whether it intends to resubmit another application for the same article to which the denial without prejudice to resubmission relates, or (b) resubmit the new application, the prior denial without prejudice to resubmission shall have the effect of a final decision by the Deputy Assistant Secretary on the application within the context of subsection 701.11.

The meaning of the subsection is that should an applicant either fail to notify the Deputy Assistant Secretary of its intent to resubmit another application for the same article to which the denial without prejudice relates within the 20-day period, or fails to resubmit a new application within the 90-day period, the prior denial without prejudice to resubmission will have the effect of a final denial of the application.

None of the applicants to which this consolidated decision relates has satisfied the requirements set forth above, therefore, the prior denials without prejudice have the effect of a final decision denying their respective applications.

Subsection 701.8 further provides:

\* \* \* the Deputy Assistant Secretary shall transmit a summary of the prior denial without prejudice to resubmission to the **FEDERAL REGISTER** for publication, to the Commissioner of Customs, and to the applicant.

Each of the prior denials without prejudice to resubmission to which this consolidated decision relates was based on the failure of the respective applicants to submit the required documentation, including a completely executed application form, in sufficient detail to allow the issue of "scientific equivalency" to be determined by the Deputy Assistant Secretary.

Docket No. 71-00495-91-46500: Applicant: Ohio University, Department of Purchases, Administrative Annex Building, 51 Smith Street, Athens, OH 45701. Article: Ultramicrotome, Model "Om U2". Date of denial without prejudice to resubmission: May 31, 1972.

Docket No. 72-00184-99-26000: Applicant: Danville High School, Administration Building, 516 North Jackson Street, Danville, IL 61832. Article: Theory of electricity device. Date of denial without prejudice to resubmission: May 31, 1972.

Docket No. 71-00339-01-77030: Applicant: Southwest Minnesota State College, Chemistry Department. Article: NMR Spectrometer, R-20-B. Date of denial without prejudice to resubmission: June 13, 1972.

Docket No. 71-00392-65-77030: Applicant: The University of West Florida, Pensacola, Fla. 32504. Article: NMR Spectrometer, Model JNM-C-60HL. Date of denial without prejudice to resubmission: June 12, 1972.

Docket No. 72-00147-75-77000. Applicant: Princeton University, Department of Physics, Princeton, N.J. 08540. Article: High Dispersion Magnetic Spectrometer. Date of denial without prejudice to resubmission: June 5, 1972.

Docket No. 72-00215-99-77040. Applicant: Columbia University, Department of Chemistry, Box 666, Havemeyer Hall, New York, NY 10027. Article: Mass Spectrometer, JMS-07. Date of denial without prejudice to resubmission: June 30, 1972.

Docket No. 72-00295-33-46040. Applicant: Columbia University, Professor of Medicine, Institute for Cancer Research, 99 Fort Washington Avenue, New York, NY 10032. Article: Electron Microscope, Model EM 9S-2. Date of denial without prejudice to resubmission: June 30, 1972.

Docket No. 72-00304-33-19000. Applicant: Boston University School of Medicine, 80 East Concord Street, Boston, MA 02118. Article: Digital Precision Density Meter. Date of denial without prejudice to resubmission: June 19, 1972.

Docket No. 72-00457-33-43780. Applicant: Jefferson Hospital Association, Inc., 1515 42d Avenue, Pine Bluff, AR 71601. Article: Tungsten Drawer No. 371. Date of denial without prejudice to resubmission: June 19, 1972.

SETH M. BODNER,

Director,

Office of Import Programs.

[FR Doc.72-17379 Filed 10-11-72;8:45 am]

**STANFORD UNIVERSITY**

**Notice of Decision on Application for  
Duty-Free Entry of Scientific Article**

The following is a decision on an application for duty-free entry of a scientific article pursuant to section 6(c) of the Educational, Scientific, and Cultural Materials Importation Act of 1966 (Public Law 89-651, 80 Stat. 897) and the regulations issued thereunder as amended (37 F.R. 3892 et seq.).

A copy of the record pertaining to this decision is available for public review during ordinary business hours of the Department of Commerce, at the Office of Import Programs, Department of Commerce, Washington, D.C.

Docket No. 72-00538-33-46040. Applicant: Stanford University, 820 Quarry Road, Palo Alto, CA 94305. Article: Electron microscope, Model EM 201. Manufacturer: Philips Electronic Instruments N.V., The Netherlands. Intended use of article: The article will be used for high resolution examination of nucleic acids, especially DNA. This will involve both low power analysis of shadowed DNA preparations and high resolution analysis of specially stained molecules. In addition, investigations of the structure of replicating DNA molecules will be carried out. The article will also be used to provide instruction in nucleic acid electron microscopy to faculty and students at Stanford Medical Center.

Comments: No comments have been received with respect to this application. Decision: Application approved. No instrument or apparatus of equivalent sci-

entific value to the foreign article, for such purposes as this article is intended to be used, is being manufactured in the United States. Reasons: The applicant's uses in screening specially stained DNA molecules found to exist in aberrant form in malignant cells and in studies of structures in replicating DNA requires a TV scan system for large scale screening and a photocapacity for accumulation of adequate amounts of data. These features are provided by the foreign article. We are advised by the Department of Health, Education, and Welfare (HEW) in its memorandum dated September 18, 1972, that the features described above are pertinent to the purposes for which the article is intended to be used. HEW further advises that it knows of no comparable instrument of equivalent scientific value to the article for such purposes as the article is intended to be used.

The Department of Commerce knows of no other instrument or apparatus of equivalent scientific value to the foreign article, for such purposes as this article is intended to be used, which is being manufactured in the United States.

SETH M. BODNER,  
Director,

Office of Import Programs.

[FR Doc. 72-17397 Filed 10-11-72; 8:46 am]

#### TEMPLE UNIVERSITY

#### Notice of Decision on Application for Duty-Free Entry of Scientific Article

The following is a decision on an application for duty-free entry of a scientific article pursuant to section 6(c) of the Educational, Scientific, and Cultural Materials Importation Act of 1966 (Public Law 89-651, 80 Stat. 897) and the regulations issued thereunder as amended (37 F.R. 3892 et seq.).

A copy of the record pertaining to this decision is available for public review during ordinary business hours of the Department of Commerce, at the Office of Import Programs, Department of Commerce, Washington, D.C.

Docket No. 72-00253-33-46040. Applicant: Temple University Health Sciences Center, Skin and Cancer Hospital, 3322 North Broad Street, Philadelphia, PA 19140. Article: Electron microscope Model Corinth 275. Manufacturer: AEI Scientific Instruments, Ltd., United Kingdom. Intended use of article: The article is intended to be used to examine ultrathin sections and surface replication of biological material. The research program involves a study of the role of plasma membrane specializations in regulation normal cell behavior.

Comments: No comments have been received with respect to this application. Decision: Application approved. No instrument or apparatus of equivalent scientific value to the foreign article, for such purposes as this article is intended to be used, is being manufactured in the United States. Reasons: The applicant's use in studies of tight and gap cell junc-

tions and their role in intercellular communication requires a superior tilt stage and a serial section specimen holder as provided by the foreign article. The most closely comparable domestic instrument is the Model EMU-4C electron microscope manufactured by Forgglo Corporation (Forgglo). We are advised by the Department of Health, Education, and Welfare (HEW) in its memorandum dated August 11, 1972, that the features described above are pertinent to the purposes for which the article is intended to be used. HEW further advises that the EMU-4C does not provide a scientifically equivalent stage and specimen holder. We therefore, find that the EMU-4C is not of equivalent scientific value to the foreign article for such purposes as this article is intended to be used.

The Department of Commerce knows of no other instrument or apparatus of equivalent scientific value to the foreign article, for such purposes as this article is intended to be used, which is being manufactured in the United States.

SETH M. BODNER,  
Director, Office of Import Programs.

[FR Doc. 72-17398 Filed 10-11-72; 8:46 am]

#### WEST VIRGINIA UNIVERSITY SCHOOL OF MEDICINE ET AL.

#### Notice of Applications for Duty-Free Entry of Scientific Articles

##### Correction

In F.R. Doc. 72-16598, appearing at page 20341, in the issue of Friday, September 29, 1972, change the second docket number on page 20342, now reading "Docket No. 72-00128-65-40070", to read "Docket No. 73-00128-65-40070".

#### DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

##### Food and Drug Administration

#### MISCELLANEOUS DRUGS; RELEASE OF EVALUATION REPORTS

#### Drugs for Human Use; Drug Efficacy Study Implementation

##### Correction

In F.R. Doc. 72-15189, appearing at page 18105, in the issue for Thursday, September 7, 1972, the sixth line in the second column on page 18106 should be deleted.

#### Office of the Secretary

#### EMPLOYEES OF THE SPECIAL ACTION OFFICE FOR DRUG ABUSE PREVENTION ET AL.

##### Authorization of Confidentiality

Pursuant to the authority vested in the Secretary of Health, Education, and

Welfare by section 303(a) of the Public Health Service Act (42 U.S.C. 242a(a)), all persons who—

1. Are employed by the Special Action Office for Drug Abuse Prevention, the Office of Economic Opportunity, the Planning Research Corporation and its subcontractors, and the Johns Hopkins University and its subcontractors, and

2. Have, in the course of such employment, access to information which would identify individuals who are the subject of the evaluative research on drug abuse and treatment conducted pursuant to the Office of Economic Opportunity contracts numbered B2C-5408 and B2C-5409,

Are hereby authorized to protect the privacy of the individuals who are the subject of such research by withholding from all persons not connected with the conduct of such research the names or other identifying characteristics of such individuals.

As provided in section 303(a) of the Public Health Service Act (42 U.S.C. 242a(a)),

Persons so authorized to protect the privacy of such individuals may not be compelled in any Federal, State, or local civil, criminal, administrative, legislative, or other proceedings to identify such individuals.

This authorization is applicable to all information obtained pursuant to the OEO contracts numbered B2C-5408 and B2C-5409 which would identify individuals who are the subjects of the research conducted under such contracts.

Dated October 3, 1972.

ELLIOT L. RICHARDSON,  
Secretary of Health,  
Education, and Welfare.

[FR Doc. 72-17400 Filed 10-11-72; 8:46 am]

#### SECRETARY'S COMMISSION ON MEDICAL MALPRACTICE HEALTH ISSUES ADVISORY PANEL

##### Notice of Meeting

The Secretary's Commission on Medical Malpractice Health Issues Advisory Panel created to provide technical assistance to the Commission on medical malpractice health issues will meet Friday, October 13, 1972, at 9 a.m. in the Chancery Room at the Embassy Row Hotel located at 2015 Massachusetts Avenue NW, Washington, DC. The panel will discuss the perceived and proposed responsibility of the hospital administration with regard to measurement and enforcement of an adequate quality of patient care in a hospital facility, both as relates to employees of the hospital and attending physicians not employed by the hospital. Meeting open to the public.

Dated: September 26, 1972.

ELI P. BERNZWEIG,  
Executive Director.

[FR Doc. 72-17401 Filed 10-11-72; 8:46 am]

## NOTICES

# DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

## Office of Interstate Land Sales Registration

[Docket No. N-72-120; Administrative Division File No. Z-69]

### TANGLWOOD LAKES, INC.

#### Notice of Hearing

Notice is hereby given that:

1. Tanglwood Lakes, Inc., its officers and agents, hereinafter referred to as "Respondent" being subject to the provisions of the Interstate Land Sales Full Disclosure Act (Public Law 90-448) (15 U.S.C. 1701 et seq.), received a notice of proceedings and opportunity for hearing dated August 29, 1972, which was sent to the developer pursuant to 15 U.S.C. 1706(d) and 24 CFR 1710.45(b)(1) informing the developer of information obtained by the Office of Interstate Land Sales Registration showing that a change had occurred which affected material facts in the Developer's statement of record for Tanglwood Lakes, Tanglwood North and the failure of the Developer to amend the pertinent sections of the statement of record and property report.

2. The Respondent filed an answer postmarked September 7, 1972, in answer to the allegations of the notice of proceedings and opportunity for a hearing.

3. In said answer the Respondent requested a hearing on the allegations contained in the notice of proceedings and opportunity for a hearing.

4. Therefore, pursuant to the provisions of 15 U.S.C. 1706(d) and 24 CFR 1720.160(b), *It is hereby ordered*, That a public hearing for the purpose of taking evidence on the questions set forth in the notice of proceedings and opportunity for hearing will be held before David Knight in room 7233, Department of HUD Building, 451 Seventh Street, SW., Washington, DC, on November 13, 1972, at 10 a.m.

The following time and procedure is applicable to such hearing: All affidavits and a list of all witnesses are requested to be filed with the Hearing Clerk, HUD Building, room 10150, Washington, D.C. 20410 on or before October 30, 1972.

5. The Respondent is hereby notified that failure to appear at the above scheduled hearing shall be deemed a default and the proceeding shall be determined against Respondent, the allegations of which shall be deemed to be true, and an order suspending the statement of record, herein identified, shall be issued pursuant to 24 CFR 1710.45(b)(1).

This notice shall be served upon the Respondent forthwith pursuant to 24 CFR 1720.440.

By the Secretary, George Romney, Secretary of Housing and Urban Development.

GEORGE K. BERNSTEIN,  
Interstate Land  
Sales Administrator.

[FR Doc. 72-17431 Filed 10-11-72; 8:50 am]

[Docket No. N-72-121; Administrative Division File No. Z-73]

### ARROWHEAD INVESTMENT CORP.

#### Notice of Hearing

Notice is hereby given that:

1. Arrowhead Investment Corp., its officers and agents, developers of Beaver Mountain Paradise, hereinafter referred to as "Respondent," being subject to the provisions of the Interstate Land Sales Full Disclosure Act (Public Law 90-448) (15 U.S.C. 1701 et seq.), received a notice of proceedings and opportunity for hearing dated August 29, 1972, which was sent to the developer pursuant to 15 U.S.C. 1706(d) and 24 CFR 1710.45(b)(1) informing the developer of information obtained by the Office of Interstate Land Sales Registration showing that a change had occurred which affected material facts in the Developer's statement of record for Beaver Mountain Paradise and the failure of the Developer to amend the pertinent sections of the statement of record and property report.

2. The Respondent filed an answer postmarked September 9, 1972, in answer to the allegations of the notice of proceedings and opportunity for a hearing.

3. In said answer the Respondent requested a hearing on the allegations contained in the notice of proceedings and opportunity for a hearing.

4. Therefore, pursuant to the provisions of 15 U.S.C. 1706(d) and 24 CFR 1720.160(b), *It is hereby ordered*, That a public hearing for the purpose of taking evidence on the questions set forth

in the notice of proceedings and opportunity for hearing will be held before David Knight in Room 7233, Department of HUD Building, 451 Seventh Street Building, Room 10150, Washington, D.C. 1972, at 10 a.m.

The following time and procedure is applicable to such hearing: All affidavits and a list of all witnesses are requested to be filed with the Hearing Clerk, HUD Building, Room 10150, Washington, D.C. 20410 on or before November 2, 1972.

5. The Respondent is hereby notified that failure to appear at the above scheduled hearing shall be deemed a default and the proceeding shall be determined against Respondent, the allegations of which shall be deemed to be true, and an order suspending the statement of record, herein identified, shall be issued pursuant to 24 CFR 1710.45(b)(1).

This notice shall be served upon the Respondent forthwith pursuant to 24 CFR 1720.440.

By the Secretary, George Romney, Secretary of Housing and Urban Development.

GEORGE K. BERNSTEIN,  
Interstate Land  
Sales Administrator.

[FR Doc. 72-17432 Filed 10-11-72; 8:50 am]

# DEPARTMENT OF TRANSPORTATION

## Hazardous Materials Regulations Board

### SPECIAL PERMITS ISSUED OR DENIED

Pursuant to Docket No. HM-1, rule making procedures of the Hazardous Materials Regulations Board, issued May 22, 1968 (33 F.R. 8277) 49 CFR Part 170, following is a list of new DOT Special Permits upon which Board action was completed during September 1972:

Special Permit No.	Issued to—Subject	Mode or modes of transportation
6627	Olin Corp., East Alton, Ill., to ship surplus smokeless powder in military specification wooden boxes, metal lined.	Rail.
6640	Air Products and Chemicals Inc., Allentown, Pa., to ship sulfur hexafluoride in DOT-3A and 3AA cylinders having a 10-year hydrostatic retest.	Highway, rail.
6664	Shippers registered with this Board to ship whiskey in non-DOT specification portable tanks.	Highway, cargo vessel.
6665	Neutron Products, Inc., Dickerson, Md., to make a single shipment of cobalt-60 in special form.	Highway.
6666	Osmose Wood Preserving Co., Buffalo, N.Y., to ship disodium hydrogen arsenate, a class B poisonous solid, in non-DOT specification 55-gallon, 20-gauge, open-head steel drums (single-trip).	Highway, cargo vessel.
6667	E. I. du Pont de Nemours & Co., Inc., to ship a class B poison (liquid insecticide) in DOT-6D/2SL packaging.	Do.
6668	Shippers registered with this Board to ship oxygen, pressurized liquid in a DOT-4L cylinder except insulation is covered with an aluminum jacket.	Highway, rail.
6669	U.S. Department of Defense and Cities Services Co., to make limited shipments of spent sulfuric acid in DOT-11A100W2 tank cars overdue for retest.	Rail.
6670	Shippers registered with this Board to ship tetrafluoromethane in manifolded 3A, 3AA, 3AX, and 3AAX cylinders.	Highway.
6671	Dow Chemical Co., Midland, Mich., to ship certain class B poisonous liquids in original drums damaged in transit overpacked in DOT-17C (single trip) open-head drum.	Do.
6672	Shippers registered with this Board to ship helium in steel cylinders complying with DOT Specification 39 with certain exceptions.	Highway, cargo only aircraft.
6674	Sierra Chemical Co., Reno, Nev., to ship, via private carriage, surplus cannon powder (propellant explosives, class A) in military specification containers.	Highway.
6675	Olin Corp., Stamford, Conn., to ship pressurized liquid synthetic plastic in twin MC331 cargo tanks mounted in tandem.	Do.

Following is a list of requests for special permits which were denied during September 1972:

## DENIED—SUBJECT

1. Request by Turner Co., Sycamore, Ill., for a special permit to authorize deviation in DOT Specification 4B test criterion.

2. Request by Great Lakes Chemical Corp., West Lafayette, Ind., for a special permit to ship bromine in a MC310 cargo tank loaded on a flat car.

ALAN I. ROBERTS,  
Secretary.

[FR Doc. 72-17372 Filed 10-11-72; 8:47 am]

**National Highway Traffic Safety  
Administration**

**NATIONAL HIGHWAY SAFETY  
ADVISORY COMMITTEE**

**Notice of Public Meeting**

On October 16, 1972, the Executive Subcommittee of the National Highway Safety Advisory Committee will hold an open meeting in Chicago, Ill., at the Hyatt Regency O'Hare, 9300 West Bryn Mawr, Rosemont, adjacent Chicago O'Hare Airport.

The National Highway Safety Advisory Committee is composed of 35 members appointed by the President in accordance with the Highway Safety Act, 23 U.S.C. 401 et seq. The committee consists of representatives of State and local governments, State legislatures, public and private interests contributing to, affected by, or concerned with highway safety, other public and private agencies, organizations, and groups demonstrating an active interest in highway safety, and research scientists and other experts in highway safety.

The Advisory Committee advises, consults with, and makes recommendations to the Secretary of Transportation on matters relating to the activities of the Department in the field of highway safety. The committee is specifically authorized to (1) review research and programs and (2) review, prior to issuance, standards proposed to be issued by the Secretary under the State and Community Highway Safety Program.

The Executive Subcommittee will hold the following meeting on October 16, 10 a.m. to 3 p.m.

Review of past committee resolutions.  
Report by Subcommittee on Research and Program Development.  
Report by Subcommittee on Standards Implementation.  
Colorado Springs Regional Conference.  
Development of agenda for November Committee meeting.  
New business.

This notice is given pursuant to section 13 of Executive Order 11671, dated June 5, 1972.

Issued on October 6, 1972.

DOUGLAS W. TOMS,  
Administrator.

[FR Doc. 72-17524 Filed 10-10-72; 11:35 am]

**National Transportation Safety Board**

[Docket No. SA-434]

**AIRCRAFT ACCIDENT AT  
SACRAMENTO, CALIF.**

**Notice of Investigation Hearing**

In the matter of investigation of accident involving privately owned Canadair F-86, of United States Registry N275X, Sacramento, Calif., September 24, 1972, Docket No. SA-434.

Notice is hereby given that an Accident Investigation Hearing on the above matter will be held commencing at 1 p.m. (local time), on October 16, 1972, in the Bluebeard Room of the Holiday Inn, Sacramento-South, Sacramento, Calif.

Dated this 6th day of October 1972.

[SEAL] BERNARD C. DOYLE,  
Acting Hearing Officer.

[FR Doc. 72-17383 Filed 10-11-72; 8:47 am]

**DEPARTMENT OF THE TREASURY**

**Fiscal Service, Bureau of Accounts**

[Dept. Circ. 570, 1972 Rev., Supp. 5]

**BANKERS FIRE & CASUALTY  
INSURANCE COMPANY**

**Surety Company Acceptable on  
Federal Bonds**

A Certificate of Authority as an acceptable surety on Federal bonds has been issued by the Secretary of the Treasury to the following company under sections 6 to 13 of title 6 of the United States Code. An underwriting limitation of \$79,000 has been established for the company.

*Name of company, location of principal executive office, and State in which incorporated*

Bankers Fire & Casualty Insurance Company,  
St. Petersburg, Florida, Florida.

Certificates of Authority expire on June 30 each year, unless sooner revoked, and new Certificates are issued on July 1 so long as the companies remain qualified (31 CFR Part 223). A list of qualified companies is published annually as of July 1 in Department Circular 570, with details as to underwriting limitations, areas in which licensed to transact fidelity and surety business and other information. Copies of the Circular, when issued, may be obtained from the Treasury Department, Bureau of Accounts, Audit Staff, Washington, D.C. 20226.

Dated: October 5, 1972.

[SEAL] JOHN K. CARLOCK,  
Fiscal Assistant Secretary.

[FR Doc. 72-17370 Filed 10-11-72; 8:47 am]

**Office of the Secretary**

[Dept. Circular Public Debt Series 10-72]

**6-PERCENT TREASURY NOTES OF  
SERIES E-1974**

**Offering of Notes**

OCTOBER 6, 1972.

**I. Offering of notes.** The Secretary of the Treasury, pursuant to the authority of the Second Liberty Bond Act, as amended, invites tenders at a price not less than 99.76 percent of their face value for \$2 billion, or thereabouts, of notes of the United States, designated 6-percent Treasury Notes of Series E-1974. Tenders will be received up to 1:30 p.m., eastern daylight saving time, Wednesday, October 11, 1972. The notes will be issued under competitive and noncompetitive bidding, as set forth in Section III hereof.

**II. Description of notes.** 1. The notes will be dated October 19, 1972, and will bear interest from that date at the rate of 6 percent per annum, payable on a semiannual basis on March 31 and September 30, 1973, and March 31 and September 30, 1974. They will mature September 30, 1974, and will not be subject to call for redemption prior to maturity.

2. The income derived from the notes is subject to all taxes imposed under the Internal Revenue Code of 1954. The notes are subject to estate, inheritance, gift or other excise taxes, whether Federal or State, but are exempt from all taxation now or hereafter imposed on the principal or interest thereof by any State, or any of the possessions of the United States, or by any local taxing authority.

3. The notes will be acceptable to secure deposits of public moneys. They will not be acceptable in payment of taxes.

4. Bearer notes with interest coupons attached, and notes registered as to principal and interest, will be issued in denominations of \$1,000, \$5,000, \$10,000, \$100,000, and \$1,000,000. Provision will be made for the interchange of notes of different denominations and of coupon and registered notes, and for the transfer of registered notes, under rules and regulations prescribed by the Secretary of the Treasury.

5. The notes will be subject to the general regulations of The Department of the Treasury, now or hereafter prescribed, governing U.S. notes.

**III. Tenders and allotments.** 1. Tenders will be received at Federal Reserve banks and branches and at the Office of the Treasurer of the United States, Washington, D.C. 20220, up to the closing hour, 1:30 p.m., eastern daylight saving time, Wednesday, October 11, 1972. Each tender must state the face amount of notes bid for, which must be \$1,000 or a multiple thereof, and the price offered, except that in the case of non-competitive tenders the term "noncompetitive" should be used in lieu of a price. In the case of competitive tenders, the price must be expressed on the basis of 100, with two decimals, e.g., 100.00. Tenders at a price less than 99.76 will

## NOTICES

not be accepted. Fractions may not be used. Noncompetitive tenders from any one bidder may not exceed \$200,000. It is urged that tenders be made on the printed forms and forwarded in the special envelopes marked "Tender for Treasury Notes," which will be supplied by Federal Reserve banks on application therefor.

2. Commercial banks, which for this purpose are defined as banks accepting demand deposits, may submit tenders for account of customers provided the names of the customers are set forth in such tenders. Others than commercial banks will not be permitted to submit tenders except for their own account. Tenders will be received without deposit from banking institutions for their own account, federally insured savings and loan associations, States, political subdivisions or instrumentalities thereof, public pension and retirement and other public funds, international organizations in which the United States holds membership, foreign central banks and foreign states, dealers who make primary markets in Government securities and report daily to the Federal Reserve Bank of New York their positions with respect to Government securities and borrowings thereon, and Government accounts. Tenders from others must be accompanied by payment of 5 percent of the face amount of notes applied for.

3. Immediately after the closing hour tenders will be opened, following which public announcement will be made by the Department of the Treasury of the amount and price range of accepted bids. Those submitting tenders will be advised of the acceptance or rejection thereof. In considering the acceptance of tenders, those at the highest prices will be accepted to the extent required to attain the amount offered. Tenders at the lowest accepted price will be prorated if necessary. The Secretary of the Treasury expressly reserves the right to accept or reject any or all tenders, in whole or in part, and his action in any such respect shall be final. Subject to these reservations, noncompetitive tenders for \$200,000 or less without stated price from any one bidder will be accepted in full at the average price<sup>1</sup> (in two decimals) of accepted competitive tenders.

4. All bidders are required to agree not to purchase or to sell, or to make any agreements with respect to the purchase or sale or other disposition of any notes of this issue at a specific rate or price, until after 1:30 p.m., eastern daylight saving time, Wednesday, October 11, 1972.

5. Commercial banks in submitting tenders will be required to certify that they have no beneficial interest in any of the tenders they enter for the account of their customers, and that their customers have no beneficial interest in the banks' tenders for their own account.

IV. Payment. 1. Settlement for accepted tenders in accordance with the bids must be made or completed on or

before October 19, 1972, at the Federal Reserve Bank or Branch or at the Office of the Treasurer of the United States, Washington, D.C. 20220, in cash or other funds immediately available by that date. Payment will not be deemed to have been completed where registered notes are requested if the appropriate identifying number as required on tax returns and other documents submitted to the Internal Revenue Service (an individual's social security number or an employer identification number) is not furnished. In every case where full payment is not completed, the payment with the tender up to 5 percent of the amount of notes allotted shall, upon declaration made by the Secretary of the Treasury in his discretion, be forfeited to the United States. Any qualified depositary will be permitted to make settlement by credit in its Treasury Tax and Loan Account for notes allotted to it for itself and its customers.

V. General provisions. 1. As fiscal agents of the United States, Federal Reserve Banks are authorized and requested to receive tenders, to make such allotments as may be prescribed by the Secretary of the Treasury, to issue such notices as may be necessary, to receive payment for and make delivery of notes on full-paid tenders allotted, and they may issue interim receipts pending delivery of the definitive notes.

2. The Secretary of the Treasury may at any time, or from time to time, prescribe supplemental or amendatory rules and regulations governing the offering, which will be communicated promptly to the Federal Reserve Banks.

[SEAL] *EDWIN S. COHEN,  
Acting Secretary of the Treasury.*

[FR Doc. 72-17421 Filed 10-11-72 8:50 am]

## ATOMIC ENERGY COMMISSION

[Docket No. 50-313]

### ARKANSAS POWER AND LIGHT CO.

#### Notice of Consideration of Issuance of Facility License and Notice of Opportunity for Hearing

The Atomic Energy Commission (the Commission) will consider the issuance of a facility operating license to the Arkansas Power and Light Company (the applicant) which would authorize the applicant to possess, use, and operate Arkansas Nuclear One, Unit 1, a pressurized water nuclear reactor (the facility), located on the applicant's site on a peninsula in the Dardanelle Reservoir on the Arkansas River in Pope County, Arkansas, at steady-state power levels not to exceed 2568 megawatts thermal in accordance with the provisions of the license and the technical specifications appended thereto, upon the receipt of a report on the applicant's application for a facility operating license by the Advisory Committee on Reactor Safeguards, the submission of a favorable safety evaluation on the application by the Commission's Directorate of Licensing,

the completion of the environmental review required by the Commission's regulations in 10 CFR Part 50, Appendix D, and a finding by the Commission that the application for the facility license, as amended, complies with the requirements of the Atomic Energy Act of 1954, as amended (Act), and the Commission's regulations in 10 CFR Ch. 1. Construction of the facility was authorized by Construction Permit No. CPPR-57, issued by the Commission on December 6, 1968.

Prior to issuance of any operating license, the Commission will inspect the facility to determine whether it has been constructed in accordance with the application, as amended, and the provisions of Construction Permit No. CPPR-57. In addition, the license will not be issued until the Commission has made the findings, reflecting its review of the application under the Act which will be set forth in the proposed license, and has concluded that the issuance of the license will not be inimical to the common defense and security or to the health and safety of the public. Upon issuance of the license, the applicant will be required to execute an indemnity agreement as required by section 170 of the Act and 10 CFR Part 140 of the Commission's regulations.

The facility is subject to the provisions of 10 CFR Part 50, Appendix D, section C.3 which sets forth procedures applicable to review of environmental considerations for production and utilization facilities for which construction permits were issued prior to January 1, 1970.

Within thirty (30) days from the date of publication of this notice in the *FEDERAL REGISTER*, the applicant may file a request for a hearing and any person whose interest may be affected by this proceeding may file a petition for leave to intervene with respect to the issuance of the facility operating license. Requests for a hearing and petitions for leave to intervene shall be filed in accordance with the Commission's rules of practice in 10 CFR Part 2. If a request for a hearing or petition for leave to intervene is filed within the time prescribed in this notice, the Commission will issue a notice of hearing or an appropriate order.

A petition for leave to intervene must be filed under oath or affirmation in accordance with the provisions of 10 CFR 2.714. As required by 10 CFR 2.714, a petition for leave to intervene shall set forth the interest of the petitioner in the proceeding, how that interest may be affected by the results of the proceeding, and any other contentions of the petitioner including the facts and reasons why he should be permitted to intervene, with particular reference to the following factors: (1) the nature of the petitioner's right under the Act to be made a party to the proceeding; (2) the nature and extent of the petitioner's property, financial, or other interest in the proceeding; and (3) the possible effect of any order which may be entered in the proceeding on the petitioner's interest. Any such petition shall be accompanied by a supporting affidavit identifying the specific aspect or aspects of the subject matter of the proceeding as to

<sup>1</sup> Average price may be at, or more or less than 100.00.

which the petitioner wishes to intervene and setting forth with particularity both the facts pertaining to his interest and the basis for his contentions with regard to each aspect on which he desires to intervene. A petition that sets forth contentions relating only to matters outside the jurisdiction of the Commission will be denied.

A request for a hearing or a petition for leave to intervene must be filed with the Office of the Secretary of the Commission, United States Atomic Energy Commission, Washington, D.C. 20545, Attention: Chief, Public Proceedings Staff, or the Commission's Public Document Room, 1717 H Street NW, Washington, D.C., not later than thirty (30) days from the date of publication of this notice in the *FEDERAL REGISTER*. A petition for leave to intervene which is not timely will not be granted unless the Commission determines that the petitioner has made a substantial showing of good cause for failure to file on time and after the Commission has considered those factors specified in 10 CFR 2.714(a).

For further details pertinent to the matters under consideration, see the application for the facility operating license, dated April 23, 1971, as amended, and the Applicant's Environmental Report, dated June 8, 1971, as supplemented, which are available for public inspection at the Commission's Public Document Room, 1717 H Street NW, Washington, D.C., and at the Arkansas River Valley Regional Library, Dardanelle, Arkansas 72834. As they become available, the following documents also will be available at the above locations: (1) The report of the Advisory Committee on Reactor Safeguards on the application for facility operating license; (2) the Commission's draft detailed statement on environmental considerations pursuant to 10 CFR Part 50, Appendix D; (3) the Commission's final detailed statement on environmental considerations; (4) the safety evaluation prepared by the Directorate of Licensing; (5) the proposed facility operating license; and (6) the technical specifications, which will be attached to the proposed facility operating license.

Copies of items (1), (3), (4), and (5) may be obtained by request to the Deputy Director for Reactor Projects, Directorate of Licensing, U.S. Atomic Energy Commission, Washington, D.C. 20545.

Dated at Bethesda, Md., this 6th day of October 1972.

For the Atomic Energy Commission.

A. GIAMBUSSO,  
Deputy Director for Reactor  
Projects, Directorate of Li-  
censing.

[FR Doc.72-17404 Filed 10-11-72;8:46 am]

## CIVIL AERONAUTICS BOARD

[Docket No. 21998 et al.]

### CHICAGO HELICOPTER AIRWAYS, INC.

#### Acquisition of Control; Postponement of Hearing

Notice is hereby given, pursuant to the provisions of the Federal Aviation Act of 1958, as amended, that the hearing in the above-entitled proceeding, which was assigned to be held on October 24, 1972 (37 F.R. 19395, September 20, 1972) will be held on November 8, 1972, at 10 a.m. (local time), in Room 911, Universal Building, 1825 Connecticut Avenue NW, Washington, D.C., before the undersigned.

Dated at Washington, D.C., October 5, 1972.

[SEAL]

HYMAN GOLDBERG,  
Administrative Law Judge.

[FR Doc.72-17405 Filed 10-11-72;8:46 am]

[Docket No. 18401; Order 72-10-10]

### SERVICE TO OMAHA AND DES MOINES

#### Order Consolidating Applications for Hearing

Adopted by the Civil Aeronautics Board at its office in Washington, D.C., on the 5th day of October 1972.

On July 6, 1970, Order 70-7-24, the Board awarded American Airlines a new San Francisco-Omaha-Des Moines-New York segment and granted Trans World Airlines a new Los Angeles-Omaha-Des Moines-Washinton segment. By Order 70-9-26, September 4, 1970, the Board stayed the effectiveness of these awards and deferred action on petitions for reconsideration challenging its findings with respect to service between (1) Omaha and Des Moines, on the one hand, and Los Angeles, San Francisco/Oakland/San Jose, New York/Newark and Washington/Baltimore, on the other, and (2) Omaha and Des Moines, on the one hand, and Chicago, on the other, in conjunction with a transcontinental award. Order 70-9-26 also imposed a temporary restriction on Eastern's authority between Omaha and certain east coast points to expire 60 days after the decision finally disposing of said petitions for reconsideration.

On August 16, 1972, the Board by Order 72-8-72 reopened the record with respect to the deferred issues, including the temporary restriction on Eastern, and remanded the case for further evidentiary hearings and an initial decision by the Administrative Law Judge. The Board also rescinded the prior awards to American and TWA as well as the

findings supporting those awards and the conclusions as to Omaha/Des Moines-Chicago long-haul service. Order 72-8-72 further eliminated three of the pre-trial restrictions in the previous case and retained only two pre-trial restrictions: (1) That any new award will be in the form of a separate segment, and (2) that any new authority in the Omaha/Des Moines or Omaha/Des Moines-Chicago markets will be subject to a long-haul restriction.

All parties to the original proceeding were made parties to the reopened and remanded proceeding and interested persons were given 20 days after the date of service of Order 72-8-72 to file petitions for reconsideration and 10 days thereafter to file answers to such petitions. The order also provided that applications conforming to the scope of the remanded proceeding, together with motions to consolidate such applications shall be filed within 30 days of service of Order 72-8-72.

Petitions for reconsideration of Order 72-8-72 have been filed by United, Northwest, and Frontier. Answers to these petitions were filed by Des Moines, Northwest, TWA, Frontier, Eastern, United, Omaha, American, and the Bureau of Operating Rights. American filed an amendment No. 2 to its application in Docket 19166, and TWA filed an amendment No. 1 to its application in Docket 19804, conforming to the scope of the reopened proceeding. Both carriers filed motions to consolidate their amended applications with the reopened case. Frontier filed (1) a new application in Docket 24725 requesting that its certificate for route 73 be amended to authorize service at Chicago through O'Hare Airport, and (2) a motion that this application be consolidated with the reopened case. The City of Lincoln and the Lincoln Airport Authority filed an answer in support of Frontier's motion to consolidate. The Chamber of Commerce of Rapid City, S. Dak., submitted a letter supporting Frontier's petition for reconsideration.

Frontier requests the Board to revise the scope of the reopened proceeding so as to (1) include as an issue the relaxation of Frontier's Midway restriction to permit service to both O'Hare and Midway Airports on a regulated, percentage basis, and (2) either remove the Omaha-Chicago market from consideration or place further restrictive safeguards on any Omaha-Chicago authorization which can be made in conjunction with the coastal awards. United requests the Board to recast the pretrial restriction to require that any flights operated under the new authority shall serve one of the coastal terminal points in issue both on the east coast and on the west coast. Northwest urges the Board to reimpose the two-stop restriction on all flights between New York/Newark and Washington/Baltimore, on the one hand, and Seattle and Portland, on the other.

## NOTICES

American, Eastern, and TWA urge the Board to reject the requests for the imposition of more rigid pretrial restrictions. The Bureau believes the best solution is to remove the limitations requiring that an Omaha-Chicago award be made only in conjunction with a coastal award and that flights operated pursuant to such an award be required to serve a point or points east of Chicago and/or west of Omaha. Des Moines requests that United's petition for reconsideration be denied and that the Board deny so much of Frontier's petition as relates to service between Des Moines and other cities at issue in the remanded proceeding. Omaha urges the Board to deny all of the petitions for reconsideration but takes the position that if the Board grants Frontier's petition seeking O'Hare authority, the case should be broadened to include the issues of turnaround service in the Chicago-Omaha market and the deletion of Frontier's service at Midway.

We have carefully considered the petitions for reconsideration and the answers filed in response thereto and have concluded that we should examine the question of turnaround service between Omaha, Des Moines, and Chicago in addition to the long-haul service under consideration in the reopened proceeding. Frontier and the Bureau contend that the long-haul pre-trial restrictions will not effectively inhibit a new carrier with extensive Chicago/east or Omaha/west authority from concentrating on the Omaha-Chicago market. While we are not passing on the validity of the Ashbacker argument, the overall public interest considerations require that we look at the total picture and that the Board be given complete flexibility to resolve the service needs of Omaha and Des Moines on the basis of an evidentiary record which covers all aspects of the problem. For this reason we have also decided to include as an issue in the reopened case the question of suspension or deletion of Frontier's Omaha-Chicago segment under section 401(g) of the Act.<sup>1</sup> Also, in the interest of maintaining maximum decisional flexibility, we will deny the requests of various parties for tighter pre-trial restrictions. The parties remain free to demonstrate the need for restrictions at the hearing; we see no reason to limit the record at the outset of the proceeding.

Accordingly, it is ordered, That:

1. The following applications, to the extent they conform to the scope of this proceeding, be and they hereby are consolidated for hearing and decision with the reopened proceeding: Frontier, Docket 24725; TWA, amendment No. 1 to

<sup>1</sup> On September 28, 1972, Frontier filed a motion for leave to file an otherwise unauthorized document, i.e., a reply to the answer of the Omaha parties objecting to the inclusion of the issue of amendment or alteration of Frontier's certificate to eliminate its authority between Chicago and Omaha. We will grant Frontier's motion.

Docket 19804; and American, amendment No. 2 to Docket 19166.

2. The petitions for reconsideration of Frontier, Northwest, and United, to the extent not granted herein, be and they hereby are denied.

3. Ordering paragraph 3 of Order 72-8-72 be and it hereby is amended to read as follows:

The issues on remand shall be:

(a) Whether the public convenience and necessity require additional nonstop service between (i) Omaha and Des Moines, on the one hand, and Los Angeles, San Francisco/Oakland/San Jose, New York/Newark, or Washington/Baltimore, on the other, and between (ii) Omaha and Des Moines, on the one hand, and Chicago, on the other;

(b) Which carrier or carriers, if any, should be selected to provide such service;

(c) Whether the public convenience and necessity require the designation of a specific airport or airports through which any of the points named in paragraph (a) above shall be served;

(d) Whether the public convenience and necessity require the amendment of Frontier's certificate for route 73 so as to suspend, terminate or otherwise modify its authority to serve between Omaha and Chicago; and

(e) Whether the public convenience and necessity require the imposition of a restriction prohibiting Eastern Air Lines from operating single-plane service between Omaha, on the one hand, and Washington, D.C., or points north or east thereof on route 5, on the other.

4. Any authority awarded in the remanded proceeding shall be subject to the following terms, conditions, and limitations:

(a) Such authority shall, except in the case of a carrier already holding on-segment authority in a particular market, be in the form of a new segment or segments, each such segment to include:

(i) Omaha, Des Moines, and one or more of the coastal terminal points named in paragraph 3(a)(i), above; or

(ii) Omaha, Des Moines, or both, and Chicago;

(b) All flights operated pursuant to such authority shall serve (i) Omaha or Des Moines, or both, plus Chicago, or at least one of the coastal terminal points named in paragraph 3(a)(i) above.

5. Additional or amended applications conforming to the revised scope of the remanded proceeding, together with motions to consolidate such applications for hearing and decision herein, shall be filed within 10 days of the date of service of this order.

6. Except to the extent granted herein, all motions, petitions and requests for relief be and they hereby are denied.

7. This order shall be published in the FEDERAL REGISTER.

By the Civil Aeronautics Board.

[SEAL] HARRY J. ZINK,  
Secretary.

[FR Doc.72-17407 Filed 10-11-72;8:46 am]

[Docket No. 18401]

**SERVICE TO OMAHA AND DES MOINES**

**Reassignment of Prehearing Conference**

Prehearing Conference in the above-entitled proceeding was previously scheduled for October 3, 1972. On September 18, 1972, Frontier filed a motion to postpone the prehearing conference in order to permit the Board to rule upon petitions for reconsideration and the answers filed in response thereto in connection with the Board's Order of Remand, Order 72-8-72. Frontier's motion was granted on September 21, 1972, and the Board's order ruling upon the petitions for reconsideration was issued on October 5, 1972, Order 72-10-10. Notice is hereby given, pursuant to the provisions of the Federal Aviation Act of 1958, as amended, that the prehearing conference in the above-entitled proceeding will be held on November 15, 1972, at 10 a.m. (eastern standard time) in Room 726, Universal Building, 1825 Connecticut Avenue NW., Washington, DC., before the undersigned Administrative Law Judge.

It should be noted that the Bureau of Operating Rights previously circulated its request for evidence on September 14, 1972, and the date for the submissions of the other parties was postponed in view of the postponement of the prehearing conference. Since the scope of the proceeding has been changed by Order 72-10-10, the Bureau is directed to submit by October 25, 1972, any revisions it may have to its previous statement. The positions of the other parties shall be submitted on November 8, 1972, shall be limited only to points on which they differ with the Bureau of Operating Rights, and shall follow the numbering and lettering used by the Bureau.

Dated at Washington, D.C., October 5, 1972.

[SEAL] ROSS I. NEWMANN,  
Administrative Law Judge.  
[FR Doc.72-17406 Filed 10-11-72;8:46 am]

**CIVIL SERVICE COMMISSION**

**EXAMINING, TESTING, STANDARDS,  
AND EMPLOYMENT PRACTICES**

**Instructions**

On June 30, 1972, notice of proposed instructions was published in the FEDERAL REGISTER (37 F.R. 12984) that under authority of sections 3301 and 3302 of title 5, United States Code, and E.O. 10577, 3 CFR 1954-58 Comp., p. 218, the Civil Service Commission proposed to issue supplements to the Federal Personnel Manual to comply with the requirements and limitations established by Subpart A, Part 300, Civil Service Regulations, insuring among others, that examining, testing, standards, and employment

practices are not affected by discrimination on account of race, color, religion, sex, national origin, partisan political affiliation, or other nonmerit factors.

While not required to do so, the Commission published those proposed instructions in advance of their effective date in the interest of obtaining views from as many sources as possible.

Comments, objections, and suggestions having been received and thoroughly considered, the Civil Service Commission is now issuing the final instructions. These instructions are attached.

UNITED STATES CIVIL SERVICE COMMISSION,  
[SEAL] JAMES C. SPRY,  
Executive Assistant to  
the Commissioners.

[FPM Supplement 330-1]

#### EXAMINING PRACTICES

##### SUBCHAPTER S1—INTRODUCTION

###### S1-1—Purpose

This supplement describes the Civil Service Commission's responsibilities for administering the examining program for filling positions in the Federal service through merit and in accordance with the spirit of section 1 of Executive Order 11478 which reads: "This policy of equal opportunity applies to, and must be an integral part of every aspect of personnel policy and practices in the employment, development, advancement, and treatment of, civilian employees in the Federal Government." It complies with the requirements and limitations established by Subpart A, Employment Practices, Part 300 of the Civil Service Regulations. Persons using this supplement should be familiar with Chapter 271 (Developing Policies, Procedures, Programs and Standards) plus Supplements 1 (Development of Qualification Standards) and 2 (Tests and Other Applicant Appraisal Procedures), and with Chapters 332 (Recruitment and Selection Through Competitive Examining) and 338 (Qualification Standards, General) of the Federal Personnel Manual.

###### S1-2—Applicability

This supplement serves as a guide to all offices responsible for developing, approving, and using competitive examining techniques. Individual examining practices should be reviewed against it in order to assure that they meet the requirements of Subpart A, Employment Practices, Part 300 of the Civil Service Regulations.

##### SUBCHAPTER S2—PLANNING AN EXAMINING PROGRAM

###### S2-1—Commission Responsibility

The Civil Service Commission is responsible for administering an examining program which, to the fullest extent possible, embodies the principles of equal opportunity in filling competitive positions in the Federal service through the application of merit principles.

a. Merit principles involve:

- (1) Open competitive examinations;
- (2) Examinations based upon testing and other applicant appraisal procedures which do not discriminate on the basis

of race, sex, religion, national origin, or any other factor not directly related to the requirements on the job or jobs involved;

(3) Equal opportunity for everyone to be examined for positions for which he has the minimum qualifications;

(4) Selection from among the best qualified.

###### S2-2—Planning

a. *Current and future needs.* Appropriate offices of the Commission at the national, regional, and area level are responsible, in their areas of jurisdiction, for being continually informed about the current and future needs of the agencies they serve and for developing a competitive examining program to meet those needs.

b. *Factors affecting examining programs.* When developing an examining program, these offices consider, in the light of merit principles, such factors as:

- (1) Changes in the missions of the agencies served,
- (2) Recruiting needs,
- (3) Turnover rates of employees,
- (4) Any other pertinent information.

###### S2-3—Informing the public

a. *Information program.* In implementing the examining program, Commission examining offices are responsible for:

- (1) Preparing recruiting material and distributing announcements, press releases, etc.; and
- (2) Making information available to the public on opportunities to compete for Federal employment.

##### SUBCHAPTER S3. ISSUING EXAMINATION ANNOUNCEMENTS

###### S3-1—Content of announcements

a. *Notices to public.* Announcements, recruiting bulletins, or similar issuances serve as official notices to the general public that applications are being accepted to fill certain types of positions in the Federal service in accordance with merit system principles. The announcement should contain enough information to enable a prospective applicant to determine reasonably well:

(1) Whether he is qualified and wishes to apply; and

(2) How, when and where to apply.

b. *Mandatory information.* Certain information must appear in every announcement, as follows:

(1) The following statement: "All qualified applicants will receive consideration for appointment without regard to race, religion, color, national origin, sex, political affiliations, or any other nonmerit factor."

(2) The qualification requirements.<sup>1</sup>

(3) The basis on which applications will be evaluated.

<sup>1</sup> Usually described in general terms. Qualification standards for specific occupations are contained in CSC Handbook-118 (Qualification Standards for White Collar Positions Under the General Schedule) and Handbook X-118C (Job Qualification System for Trades and Labor Occupations), available at many libraries, personnel offices of Federal installations, and offices of the Civil Service Commission.

(4) The title, entrance pay (or grade), and other appropriate information regarding the positions for which applications are being sought.

(5) The location of the positions to be filled.

(6) A statement referring applicants to Civil Service Commission Pamphlet No. BRE-37, Working for the U.S.A. This pamphlet gives background information that will guide prospective applicants, by explaining requirements, terms used, employee benefits, and other matters. This pamphlet is available to all applicants upon request.

(7) List of forms required to apply, where the forms may be obtained, and where they should be sent.

c. *Closing date.* In establishing a closing date or in determining whether an announcement should remain open on a continuous basis, the following factors will be considered:

(1) The amount of time required to give adequate publicity to the announcement;

(2) The probable volume of competition as a result of the planned publicity, and the number of potentially eligible competitors;

(3) The present and future staffing needs of the Federal agencies served;

(4) The degree of urgency for early referral of qualified candidates.

d. *Optional information.* Although they are not required in all announcements, the following kinds of items must be used whenever the nature of the jobs involved require them:

(1) Special physical abilities required;

(2) Restriction of certain positions to persons entitled to veterans preference by law (section 3310 of title 5, United States Code). [See Federal Personnel Manual, Chapter 330, Recruitment, Selection, and Placement (General).]

(3) Sex restrictions, applied only when:

(a) Sharing of common sleeping quarters is required, or

(b) Institutional or custodial services can properly be performed only by a member of the same sex as the recipients of the service.

(4) Age requirements.

(5) Salary restrictions.

(6) Interview requirement.

(7) Qualifications investigation requirement.

(8) Required fingerprinting of competitors.

(9) Special conditions of employment such as shift work, isolated duty stations, travel required, and others.

(10) Information about lists of eligibles.

(11) Referral information.

(12) Information on recompeting in the same or related examinations.

##### SUBCHAPTER S4—RECRUITING PLANS

###### S4-1—Distribution of announcements

a. *Normal distribution.* In conformity with merit system principles, examination announcements should be given appropriate distribution to assure free and open competition to potentially qualified applicants. The following are some of the organizations to which announcements should be distributed as appropriate:

## NOTICES

- (1) Appropriate offices of the Commission,
- (2) Agency personnel offices,
- (3) State and local employment service offices and veterans employment centers,
- (4) Members of Congress,
- (5) Veterans information centers,
- (6) Minority group and women's organizations,
- (7) Military separation centers and employment counseling centers,
- (8) Employee associations,
- (9) Appropriate professional groups,
- (10) College placement officers and college counselors if the announcement is appropriate for college students,
- (11) Other educational institutions (e.g., high schools, technical institutes).

*b. Special procedures for few-of-a-kind positions.* (1) Few-of-a-kind positions are defined as those for which:

- (a) There is no continuing demand for eligibles;
- (b) It is expected that only one or a very few positions will be filled in the course of a year, and
- (c) The Commission has determined that the regular examining procedures are not practical and feasible.

(2) In such cases, the appropriate office of the Commission issues either a few-of-a-kind announcement or a General Notice announcement. See Federal Personnel Manual, Chapter 332, Appendix C, Recruiting for Few-of-a-Kind Positions.

(a) In using these procedures, the appropriate office of the Commission and the recruiting agency are responsible for assuring that few-of-a-kind positions are filled with due regard to merit system and equal opportunity principles.

## SUBCHAPTER S5—EVALUATING CANDIDATES

## S5-1—Qualification standards and applicant appraisal procedures

*a. Job-relatedness.* Qualification standards, written tests, and other measures employed to appraise applicants must be:

- (1) The same as those described in the examination announcement; and
- (2) Appropriate to the positions for which candidates are being examined.

*b. Equal treatment of candidates.* All candidates applying under the same examination announcement for the same or similar positions must be examined in terms of the same qualification standard and/or other applicant appraisal procedures. See Federal Personnel Manual, Chapter 271, Supplements 1 (Development of Qualification Standards) and 2 (Tests and Other Applicant Appraisal Procedures).

## S5-2—Rating schedules

*a. Rating of applicants.* Candidates' knowledges, skills, and abilities, except as measured by tests, are evaluated by trained qualifications examiners in terms of the qualification requirements for positions to be filled as described in the examination announcement.

*b. Rating schedules.* Rating schedules provide a uniform basis for evaluating experience, education and test scores. They include the following:

(1) Specific interpretations of the qualification requirements in terms of the positions being examined for.

(2) The scale of weights for the various kinds and amounts of pertinent experience, education and training.

(3) The scale of weights for use of test scores in the final rating, if tests are part of the examination.

*c. Development of rating schedules.* Rating schedules must be developed in accordance with merit system and equal opportunity principles.

(1) Rating schedules must assure that the same standards are applied to all candidates.

(2) Rating schedules are developed by qualified personnel on the basis of the requirements of the positions covered.

## S5-3—Retesting and reexamination

*a. Applicants rated ineligible.* Applicants rated ineligible may reapply and be reexamined at any time if the examination is still open under such conditions as may be prescribed by the Commission.

*b. Retesting.* If a test is part of the examination process, an applicant may be retested subject to the availability of test materials.

## SUBCHAPTER S6—REGISTRATION AND APPOINTMENT

## S6-1—Register of eligibles

The names of all eligible candidates are listed in accordance with rules established by law and regulation; the resulting list is called a *register of eligibles*.

*a. Single-position registers.* Eligible candidates are listed on the register in the order of their numerical ratings, with no regard to race, sex, religion, national origin, or any other nonmerit factor.

(1) By law, persons entitled to veterans preference receive 5 extra points; disabled veterans receive 10 extra points.

(2) Veterans are entered on the register as follows:

(a) For nonprofessional positions, and for professional positions in grades GS-5 and GS-7, veterans who have compensable service-connected disability of 10 percent or more are entered at the top of the register in the order of their augmented ratings.

(b) For other professional positions, these veterans are placed on the register in accordance with their augmented ratings.

*b. Multiple-position registers.* When the register is used to fill many different positions for which there are infrequent vacancies, the qualifications of candidates will generally be evaluated and ratings assigned only when there is a specific vacancy for which they can be considered. Such evaluations and ratings will be made in accordance with merit system and equal opportunity principles as discussed above.

## SUBCHAPTER S7—REFERRED FOR EMPLOYMENT CONSIDERATION

## S7-1—Request for certification

When an agency wishes to fill a vacant position from an outside source, it re-

quests the appropriate examining office to provide a certificate of eligibles (a smaller list taken from the register specifically for filling a vacancy).

*a. Order of certification.* Eligibles will be placed on the certificate in the order of their standing on the register. Enough eligibles must be placed on the certificate to allow for declinations or unavailability of some of the eligibles listed.

*b. Selective certification.* An appointing officer may request certification of only those eligibles who have special qualifications needed for the job to be filled.

(1) The need for special qualifications must be based upon the duties and requirements of the job, with full regard for the merit system and equal opportunity principles.

(2) The data presented must show that the special qualifications are directly related to immediate job requirements or that they are necessary to meet known future staffing needs.

(3) If the Commission agrees that selective certification is appropriate, the certificate will list only those eligibles with the appropriate special qualifications.

*c. Job-relatedness.* Names of candidates from a register of eligibles will be referred for consideration only for:

(1) Those positions to which the announcement is limited, or

(2) Closely related positions for which the qualification requirements listed in the examination announcement have been determined to be appropriate.

*d. Selection.* When considering candidates on the certificate, the appointing officer, with sole reference to merit and fitness, is required by law to make a selection for a vacancy from among the highest three eligibles available for appointment, except that a nonveteran may not be selected when there is an available veteran with the same or a higher rating.

*e. Name requests.* When an appointing officer wishes a particular eligible to be referred for his consideration, he may so request the certifying office. The certifying office will certify the name requested in rank order, together with names of other eligibles with higher scores, if any, if it can determine that the individual is within reach for consideration in relation to other competitors or that he falls within the range of competitors normally certified, allowing for the possible nonavailability of top-standing eligibles.

## S7-2—Elimination from consideration

*a. Objections.* An appointing officer may object to an eligible listed on the certificate and the Civil Service Commission must sustain or disapprove the objection.

*b. Reasons.* An appointing officer may base his objections on:

(1) A determination that the candidate is not qualified or fit to fill the specific job or jobs for which he has been judged eligible in the examining process; or

(2) A determination that the job to be filled has specialized qualification requirements which the applicant lacks, and for which selective certification would be appropriate.

#### S7-3—Commission action on objections

In acting upon an objection to an eligible or a request to pass over a veteran, Commission offices will apply the following general principles:

a. *Basis for objection.* The information or evidence on which the objection is based must clearly show that the eligible is disqualified for some or all of the positions to be filled from certificates from the register. This disqualification must be based upon the requirements of the job. [See S7-2(b).]

b. *Adherence to principles.* The disqualification must be made in accordance with merit and equal opportunity principles.

c. *Notification.* Eligibles must be notified if it is proposed to change their ratings or to terminate their eligibility. Eligibles have the right to appeal this decision to the appropriate examining office, with further right of appeal to the regional office of the Civil Service Commission. (See chapter 337, subchapter 2-7, of the Federal Personnel Manual.)

#### SUBCHAPTER S8—DOCUMENTATION

##### S8-1—Records

Each examining office of the Commission is required to maintain complete records documenting the basis for decisions made and actions taken.

[FPM Supplement 271-1]

#### DEVELOPMENT OF QUALIFICATION STANDARDS

##### SUBCHAPTER S1—INTRODUCTION

###### S1-1—Purpose

This supplement describes the process for developing qualification standards for occupations in the Federal service. It complies with the requirements and limitations established by Subpart A, Employment Practices, Part 300 of the Civil Service Regulations. Persons using this supplement should be familiar with Chapters 271 (Developing Policies, Procedures, Programs and Standards) and 338 (Qualification Standards, General) of the Federal Personnel Manual, with Qualification Standards for White Collar Positions Under the General Schedule (Handbook X-118), with the Job Qualification System for Trades and Labor Occupations (Handbook X-118C) and with the Internal Qualification Guides for Trades and Labor Jobs.

###### S1-2—Applicability

a. *Use of this supplement.* This supplement serves as a guide to all officials responsible for developing, approving, and using qualification standards. Every proposed standard should be reviewed against this supplement before approval to make sure that, in its development and proposed application, it meets the requirements of Subpart A, Employment Practices, Part 300 of the Civil Service Regulations.

b. *Coverage.* Qualification standards to which these instructions apply are designed to cover typical work situations and occupational categories comprising most positions under the General Schedule and the Coordinated Federal Wage System.

c. *Exceptions.* These instructions do not apply to standards developed (1) for unique, few-of-a-kind or special-need situations, (2) for occupations not covered by approved standards where a full-scale occupational study as described in S3-1 below is not necessary or feasible. In such cases, special standards may be prepared and used by qualified personnel to assure that placement needs of Federal agencies are met. Such standards will be based upon a careful analysis of job requirements, published standards for related occupations, instructions contained in Federal Personnel Manual Chapter 338 or 335 as appropriate and, to the extent feasible the provisions of this supplement. A written record will be retained of the process and rationale followed in developing these special standards. (Information regarding internal placement actions may be found in Chapters 335, 337, and 338 of the Federal Personnel Manual.)

#### SUBCHAPTER S2—QUALIFICATION STANDARDS

##### S2-1—Definition and use

Qualification standards<sup>1</sup> describe the knowledges, skills, activities, and other characteristics needed to perform Federal jobs successfully. They also define the evidences that the Commission will accept as indicating the extent to which candidates possess the requisite knowledges, skills, and abilities for the positions involved. Qualification standards are intended to insure the recruitment of a competent, stable work force with equal employment opportunity for all candidates on the basis of merit and fitness for the work to be done.

##### S2-2—Standards development

The development of a qualification standard for a specific occupation includes the following processes:

a. Identification of the knowledges, skills, abilities, and other characteristics required of workers for successful performance in the occupation (job analysis);

b. Selection of methods for determining that candidates possess or have potential for acquiring these knowledges, skills, abilities, or other characteristics, and for assessing their relative capacities for performing successfully on the job;

<sup>1</sup> The term "qualification standard" refers to qualification requirements for positions in the General Schedule published in Qualification Standards for White Collar Positions Under the General Schedule (Handbook X-118) and qualification requirements for wage grade positions published in the Job Qualification System for Trades and Labor Occupations (Handbook X-118C) and the Internal Qualification Guides for Trades and Labor Jobs. It also includes standards developed or approved by the Commission for positions that are unique to one agency which are not published in these handbooks.

c. Documentation of the findings in the occupational study on which the standard is based, including identification of the knowledges, skills, and abilities required and the basis for the methods selected for assessing these knowledges, skills, and abilities.

#### SUBCHAPTER S3—DETERMINING KNOWLEDGES, SKILLS, ABILITIES, AND OTHER CHARACTERISTICS NECESSARY FOR JOB SUCCESS

##### S3-1—Occupational study

a. *Methodology.* The knowledges, skills, abilities, and other characteristics which are necessary for successful job performance are identified through a comprehensive study of the occupation by or under the direction of an occupational specialist or other qualified person. The study encompasses as many of the following steps as are feasible and relevant to the particular occupation:

- (1) Review of literature concerning the occupation;
- (2) Obtaining job information from personnel officials, program managers, supervisors, and employees familiar with the occupation;
- (3) Consulting with appropriate employee groups, unions, professional societies (or representatives of private industry);
- (4) Reviewing official position descriptions, job performance standards, training materials, work products;
- (5) Observing work processes; and
- (6) Reviewing policies and programs affecting jobs in the occupation.

b. *Coordination with classification standards.* The qualification requirements derived from this study are coordinated with published standards for grading or classifying positions in the same occupation to assure that the qualification and classification standards are consistent with regard to differences in kinds and levels of work. To assure this, both types of standards will be developed on the basis of the same occupational study to the extent possible.

##### S3-2—Physical requirements

a. *Methodology.* Physical requirements included in qualification standards must be approved by a Commission medical officer. They are established on the basis of:

- (1) Studies by medical officers of the Commission of the physical abilities necessary to perform the duties;
- (2) Consultation with Federal appointing officials; and
- (3) Research relating to the effects of specific diseases and defects on employment generally.

b. *Minimum requirement.* Section 7153 of title 5, United States Code, requires that applicants or employees need possess only the minimum physical abilities necessary to perform effectively and safely in the job for which they are being considered or to which they will be assigned.

##### S3-3—Age requirements

a. *General policy.* Section 3307 of title 5, United States Code, prohibits setting

## NOTICES

a maximum age for entrance into the Federal service, except as amended for specific occupations (Air Traffic Controllers and U.S. Park Police.) General policy establishes a minimum age of 18 years for Federal employment, which may be lowered to 16 years under conditions set forth in the Federal Personnel Manual, Chapter 338.

(1) The Commission may for a particular job establish a different minimum age when the interests of sound administration require it.

(2) A statement on age is included in qualification standards or guide only when the age requirements for a particular occupation differ from the policy established for Federal employment generally.

#### S3-4—Licenses and credentials

A few occupations require professional or other licenses or credentials for performance of the work. These are required to protect the affected public from the consequences of improperly performed work, such as in the case of physicians, nurses, pharmacists, and others.

a. In these occupations that require licenses, the applicant typically must possess a valid license at the time of appointment.

b. All jobs that involve driving a motor vehicle on public highways require that the applicant possess a valid State license to operate the motor vehicle concerned.

c. The Federal Government specifies licenses or other credentials as a requisite for employment only when these are required by State and local jurisdictions, constitute prerequisites to full practice in the occupation involved, and are also found to be necessary to the proper performance of work in the Federal Government.

#### S3-5—Other requirements

Whenever it is essential to successful job performance, applicants may be required to speak, read, and write English.

#### SUBCHAPTER S-4—APPRaising KNOWLEDGES, SKILLS, AND ABILITIES OF CANDIDATES FOR EMPLOYMENT OR INTERNAL PLACEMENT

##### S4-1—Equal employment opportunity

The use of all appraisal methods is subject to conditions of fair employment practices previously laid down by the Commission in accordance with the spirit of section 1 of Executive Order 11478, which reads: " \* \* \* This policy of equal opportunity applies to and must be an integral part of every aspect of personnel policy and practice in the employment, development, advancement, and treatment of civilian employees in the Federal Government". Also, Public personnel actions affecting employees or applicants for employment (in the Federal Government) shall be made free from any discrimination based on race, color, religion, sex, or national origin.

##### S4-2—Selection of applicant appraisal methods

a. *Criteria.* After the knowledges, skills, and abilities necessary for success-

ful job performance have been identified in the occupational study, consideration is given to the selection of the best methods of evaluating applicants to determine whether they possess the needed knowledges, skills, and abilities and to assess their competitive standing. In determining evaluation, appraisal or measurement methods, the following criteria are applied:

(1) They must be relevant to the occupation, and appropriate for the qualities being measured;

(2) They must measure applicants without regard to race, color, religion, sex, or national origin;

(3) They must be practical and administratively feasible in terms of cost, workload, or other factors; and

(4) They must conform to relevant legal restrictions.

b. *Procedures.* Drafts of the proposed classification and qualification standard for an occupation are reviewed by personnel research psychologists.

(1) After consultation with the occupational specialists, they recommend appropriate evaluation methods based upon the guidelines in Federal Personnel Manual Supplement 271-2, Tests and Other Applicant Appraisal Procedures. Wherever possible, they recommend alternative measurement methods to measure the abilities of applicants who present various types of evidence of qualifications.

(2) The appropriate applicant appraisal procedures are included in the draft of the proposed qualification standards.

(3) Interested parties—agencies, unions, professional associations, and others—have the opportunity to make their views on the proposed evaluation methods known when the draft qualification standard is circulated for comment.

#### SUBCHAPTER S5—EXPERIENCE REQUIREMENTS AND SUBSTITUTION OF EDUCATION FOR EXPERIENCE

##### S5-1—Meeting qualification standards

The knowledges, skills, and abilities specified in qualification standards may be acquired or developed by means of work experience, education, training, community service activities, or a variety of other ways. The intent is to evaluate the knowledges, skills, and abilities that the person has, as these relate to a job to be done.

##### S5-2—Setting education and experience requirements

a. *Benchmarks.* For General Schedule positions education and experience requirements are based upon grade level descriptions established in section 5104 of title 5, United States Code. Requirements are developed more specifically for each occupation and grade based upon the results of job analysis, and are based upon the knowledges and skills necessary to perform work satisfactorily at a certain grade level in a given occupation.

#### S5-3—Minimum education requirements

a. *Restrictions.* Under section 3308 of title 5, United States Code, no minimum educational requirement may be prescribed for an examination for the competitive service except when the Commission decides that the duties of a scientific, technical, or professional position cannot be performed by a person who does not have a prescribed minimum education. This restriction applies to formal education at all levels.

b. *Requirements.* The Commission establishes minimum education requirements only when it is satisfied that the knowledges, skills, and abilities requisite for the position can be acquired only through successful completion of formal schooling.

#### S5-4—Written tests

In addition to or in place of experience and/or educational requirements, written tests may also be required for appointment. See Federal Personnel Manual Supplement 271-2, Tests and Other Applicant Appraisal Procedures.

#### SUBCHAPTER S6—DOCUMENTATION REQUIREMENTS

##### S6-1—Record of job-relatedness

A record must be maintained in support of every qualification standard developed or approved by the Civil Service Commission pursuant to this supplement. This record will show the results of the job analysis and the basis for the relationship determined to exist between the job in the occupation and the qualification requirements established by the standard. It will show evidence that the applicant appraisal methods have been approved by a professional psychologist.

##### S6-2—Approved modifications of standards

When atypical jobs have different job requirements from those cited in the qualification standard for an occupation, modifications made in accordance with Commission policy, including waivers of years-of-experience and educational requirements approved by the Commission, will be recorded and retained with the file.

#### SUBCHAPTER S7—PUBLICATION OF STANDARDS

##### S7-1—Media for publication

a. *Approved standards.* When the final standard is approved, it is published in the appropriate Commission issuance system, or otherwise made a matter of record.

b. *Minimum educational requirements.* Any minimum educational requirements must be published in the FEDERAL REGISTER, in accordance with section 3308 of title 5, United States Code.

#### SUBCHAPTER S8—MAINTENANCE

##### S8-1—Review of qualification standards

a. *Occupational changes.* Qualification standards, once issued, are reviewed pe-

riodically as determined by the needs of the Federal service, by significant changes in the occupation resulting from changes in technology or agency objectives, or by other factors.

b. *Revision.* As necessary, complete or partial revisions are made in accordance with the requirements of Subchapter 3.

[FPM Supplement 271-2]

TESTS AND OTHER APPLICANT APPRAISAL PROCEDURES

SUBCHAPTER S1—INTRODUCTION

S1-1—Purpose

This supplement is based on the principle that properly developed, standardized, and job-related applicant appraisal procedures can significantly contribute to sound selection and placement systems in the Federal Government on the basis of merit and fitness and without discrimination because of race, color, religion, sex, or national origin. It describes the process of developing such instruments. By informing an employer to some degree as to the probability of an applicant's job success, job-related applicant appraisal procedures significantly aid in the development and maintenance of the efficiency and well-being of the work force.

S1-2—Policy

It is the policy and practice of the Civil Service Commission to use as the basis for employment decisions such tests and other appraisal procedures as are reasonably related to job requirements, so that employment by merit principles and the concept of equal employment opportunity are served and affirmed.

S1-3—Applicability

a. *Coverage.* This supplement is designed to serve as a set of workable instructions for the Civil Service Commission staff and for Federal agencies developing and using tests and other applicant appraisal procedures as part of a systematic plan for making decisions for hiring and initial placement. It complies with the requirements and limitations established by Subpart A, Part 300, Civil Service Regulations.

Every test or other applicant appraisal procedure should be reviewed against this supplement before approval to make sure that, in its development and proposed application, it meets the requirements of Subpart A, Employment Practices, Part 300 of the Civil Service Regulations. (The use of tests for promotion, transfer, training, and other in-service placement actions is covered in Federal Personnel Manual Supplement 335-1.)

b. *Exceptions.* This supplement applies primarily to the systematic development of applicant appraisal procedures normally specified in qualification standards. As the needs of the Federal service may require, if appropriate appraisal procedures have not been developed for particular occupations or positions, or if there is a need for modifying established appraisal procedures because of new or special job requirements, appraisal procedures may be developed by qualified

personnel based upon approved appraisal techniques used for related occupations. These ad hoc procedures must meet the test of rationally determined job-relatedness, but they may be revised when a formal study is completed.

SUBCHAPTER S2—APPLICANT APPRAISAL PROCEDURES

S2-1—Definition

The term "applicant appraisal procedure" is defined as any paper-and-pencil or performance measure used as a basis for an employment decision.

a. *Inclusions.* Applicant appraisal procedures include:

(1) Measures of actual demonstrations of job skills such as typing;

(2) Demonstrations of skills in structured individual or group interviews and exercises which are scored and used as the basis for an employment decision;

(3) Measures of abilities related to learning in various situations;

(4) Measures of specific classes of abilities: verbal, numerical, mechanical, clerical, and others;

(5) Measures of dexterity and coordination;

(6) Measures of knowledge and proficiency;

(7) Occupational and other interest measures; and

(8) All other formal, scored, quantified, or standardized techniques for assessing job qualifications. Such techniques include, for example, standardized methods for evaluating the quality, amount, kind, and level of knowledges, skills, and abilities acquired through training, education, and experience.

(There are special restrictions governing the use of attitude, personality, or temperament tests. See Federal Personnel Manual, Chapter 337.)

S2-2—Use of applicant appraisal procedures

a. *Policy.* The Commission's staff develops and uses applicant appraisal procedures to assess the knowledges, skills, and abilities of persons for jobs and not persons in the abstract.

(1) Appraisal procedures are designed to reflect real, reasonable, and necessary qualifications for effective job behavior.

(2) An appraisal procedure must, among other requirements, have a demonstrable and rational relationship to important job-related performance objectives identified by management, such as:

- (a) Effective job performance;
- (b) Capability;
- (c) Success in training;
- (d) Reduced turnover; or
- (e) Job satisfaction.

SUBCHAPTER S3—DEVELOPMENT OF APPLICANT APPRAISAL PROCEDURES

S3-1—Standards and methods

a. *Standards.* Specific standards which appraisal procedures must meet are outlined below. (The Commission has already issued similar guides to Federal agencies for the use of written tests for internal placement in Federal Person-

nel Manual Supplement 335-1, Appendix A.)

(1) *Objectivity.* An applicant appraisal procedure is objective if it elicits responses which are observable, and if they can be recorded and reported in a precise, specified way. Objectivity seeks to remove personal opinion by reducing the impact of individual judgment.

(2) *Reliability.* An applicant appraisal procedure is reliable if the scores obtained with the procedure are consistent and stable.

(3) *Job-relatedness.* An applicant appraisal procedure is job-related if the knowledges, skills, abilities, and other qualification requirements included in it have been determined to be necessary for successful job performance through a careful job analysis.

(4) *Validity.* An applicant appraisal procedure is valid if it measures the knowledges, skills, abilities, and other employee characteristics it is intended to measure.

b. *Methods of validation.* There are two general classes of methods of validation: (1) rational and (2) statistical.

(1) Rational validation involves definition, through empirical analyses of job duties or other job-relevant activities, of the knowledges, skills, abilities, and other employee characteristics necessary for effective job behavior, in order to assure that the applicant appraisal procedure is job-related. The applicant appraisal procedures are then designed on empirical and rational bases to provide meaningful measures of the specified qualification requirements, in order to assure that they are valid.

(2) Statistical validation methods (often referred to as criterion-related methods) involve definition of what is to be measured (i.e., criterion) by some systematic method based upon observations of job behavior of individuals. Possible measures of the knowledges, skills, abilities, and other employee characteristics are then obtained for individuals. Through statistical means, the strength of the relationships between the criterion and the measures is evaluated (validity).

If the criterion has been defined rationally through a careful empirical analysis of job duties, job-relatedness of the appraisal procedure is considered to be present. If the criterion has not been defined in this way, job-relatedness is inferred but not assured.

These are not unrelated methods or research techniques, but can be overlapping steps in a continuous process. If the researcher begins with a job analysis, establishing job-relatedness, he proceeds through the process to a point where there is evidence of the validity of the appraisal procedures through an appropriate professionally acceptable method. If, in the absence of a careful job analysis, he uses a criterion measure less rigorously developed, the evidence of validity should consist of statistical relationships between the appraisal procedure and the measure of job performance.

There is no single method of validation to the exclusion of others, nor is one to be considered superior to another as an

abstract strategy, but only in relation to actual situations. The method(s) must be tailored to the purposes of measurement and to the individual employer's actual job needs.

### S3-2—Validation requirements

This subchapter describes the general conditions for acceptability of an applicant appraisal procedure from a validity standpoint, and describes the process of rational validation in more detail.

a. *General standards for validation.* An applicant appraisal procedure is acceptable if either of two sets of conditions is met:

(1) There is evidence from a careful job analysis that the knowledge, skills, and abilities being measured are in fact an important part of the job (class of jobs, or occupation) and logically related to successful performance on that job (class of jobs, or occupation); and there is competent evidence of professionally determined content and/or construct validity (as defined in American Psychological Association Standards for Educational and Psychological Tests and Manuals) in the appraisal procedure being studied or

(2) There is competent evidence of a useful degree of criterion related validity arrived at by comparing applicant appraisal procedure scores with a criterion which is legitimately based on the needs of the Federal Government.

b. *Standards for rational validity.* Rational validity involves establishing both the job-relatedness of a qualification requirement and the validity of the measure used to assess the requirement. The process proceeds through the following steps:

(1) Systematic analysis of the job, class of jobs, or occupation to determine the duties and responsibilities important to successful performance, and to identify other appropriate characteristics in the work situation.

(2) Identification and definition of the knowledges, skills, abilities, and other job requirements necessary for successful performance and relevant to the objectives of management. These qualification requirements are derived systematically from the results of the analysis in (1) above.

(3) Selection or development of appropriate and feasible appraisal procedures to measure the most relevant qualification requirements in accordance with professional examining principles and methods. A systematic process is followed in which the various measurable characteristics inherent in the qualification requirements are defined; the measurement methods and devices are specified based on the information in steps (1) and (2); and the rationale therefor is properly documented. This rationale is developed, refined, and checked on the basis of a knowledge of tests and measurements; past experience; search of the literature; special studies, where appropriate; study or knowledge of available measuring devices; and application of other appropriate psychometric techniques.

A systematic process must be followed to determine the relative importance of the qualification requirements for the job in order to identify those of greatest relevance for measurement and, if appropriate, for later weighting when measures are combined.

c. *Evidence of rational validity of appraisal procedures.* Essential evidence of the rational validity of appraisal procedures shall consist of a written description of the following:

(1) The job duties or other work behaviors concerned;

(2) The method by which the qualifications requirements were determined, the results of this process, and definition of each qualification;

(3) The method by which the necessary and important qualification requirements to be measured were identified and selected and the results of these processes;

(4) The professional appraisal procedures selected or developed to measure the qualifications requirements, including relevant quantitative data (e.g., means, standard deviations, reliabilities, item indices, weights).

d. *Acceptability.* Evidence of rational validity developed through the above steps is acceptable:

(1) When there is sufficient documentation so that the processes used can be ascertained; and

(2) When each of the basic steps in the process has been carried out in a technically adequate manner.

### S3-3—Statistical studies as evidence for validity (statistical criterion-related validity)

Where feasible and appropriate, validity can be established by other evidence such as through statistical studies which involve correlating scores from appraisal procedures with job-related criterion measures.

These statistical studies are necessary when it is not feasible to undertake the process described in paragraph b, S3-2. These kinds of studies are done either by relating scores on applicant appraisal procedures to measures of later success on the job (predictive validity), or by relating the scores to criterion measures collected at approximately the same time (concurrent validity).

a. *Evidence in statistical criterion-related studies.* Evidence should consist of statistical data demonstrating that the appraisal procedure, to a significant degree, measures performance or qualifications requirements which are relevant to the job or jobs for which candidates are being evaluated. (All other data developed in the process of the study should also be available.)

b. *Criterion measures.* The work behaviors or other criteria of employee adequacy which the appraisal procedure is intended to identify or predict must be fully described. Criterion measures may include work samples, objective measures of productivity, ratings, tests, or other appropriate methods. These criterion measures are not necessarily equally appropriate in every situation,

and consequently they should be tailored to each situation. Sometimes it may be necessary or desirable to use more than one criterion measure. The type and number of measures are matters to be determined on the basis of the best professional psychometric judgment of the researcher.

### S3-4—Limitations of statistical criterion-related studies in merit system employment

Merit system employment requires selection from a ranking of the best qualified persons. Often this results in hiring people with high scores within a narrow range. These situations may make predictive validity studies of the applicant appraisal procedure improper or infeasible, or they may place such severe limitations on them as to make them of doubtful professional value for employment purposes.

Conducting concurrent validity studies with present employees only also may present severe problems. This is especially evident, for example, when the employed group has been selected on the basis of the appraisal procedure to be studied or one highly correlated with it. Under these circumstances, various problems can lead to inaccurate estimates of the validity of the appraisal procedure. (For example, restriction in range of both appraisal procedure and criterion.) Statistical criterion-related studies may also be infeasible under other circumstances, such as when criteria are either unreliable or less dependably measured than the appraisal procedures, or when the group size is too small to support a study.

### S3-5—Appropriate job levels against which job-relatedness is determined

If job progression structures are established so that new employees may, within a reasonable period of time and in a great majority of cases, progress to a higher level, it may be considered that candidates are being evaluated for their ability to progress to or to perform jobs at that higher level. In these cases, it must be determined that the period of time between initial selection and subsequent promotion to a higher level is devoted to substantial and essential training and development, which, although it may last for several years, is a "reasonable period" of time for this purpose.

When job progression structures are not of this nature, and where such a developmental time is not appropriate, candidate should be evaluated for a job at or near the entry level.

### S3-6—Use of existing statistical criterion-related studies

a. *Studies done by other organizations.* If statistical criterion-related studies conducted in other organizations are used to support use of an applicant appraisal procedure, evidence must be presented to substantiate such use. Evidence may be considered to be acceptable when:

(1) The jobs are comparable in terms of the most important qualification requirements, and

(2) There are not major differences in other variables which are likely to affect significantly the generality of the results.

#### S3-7—Documentation of evidence of statistical criterion-related studies

Evidence must be documented in some commonly accepted professional form and should include means, standard deviations, coefficients of correlation or expectancy tables, reliabilities, or any other appropriate statistical data.

#### SUBCHAPTER S4—TECHNICAL REQUIREMENTS FOR USE OF APPRAISAL PROCEDURES

a. In order to insure their proper use, each appraisal procedure must include:

(1) Standard directions for conducting or completing the procedure.

(2) Standard scoring or summarizing instructions.

(3) A method of interpreting (converting, weighting, combining, e.g.) the scores or summaries and applying them in the context of the other methods used in the total evaluation process leading to ranking of applicants.

(4) A method for recording scores so that the record is meaningful and usable in the future.

(5) Where appropriate, provisions for reporting the scores in meaningful terms to applicants and appointing officials.

(6) A method for maintaining the security of appraisal results so that they are available only to the applicant and those Federal employees who have a "need to know."

#### SUBCHAPTER S5—DOCUMENTATION REQUIREMENTS

##### S5-1—Evidence of job-relatedness

A record must be maintained in support of applicant appraisal methods used by the Civil Service Commission. Where appropriate, this record should include: All evidence of job-relatedness with any supporting statistical studies; statistical criterion-related validity studies and criterion measures; and evidence supporting the use of statistical studies done by other organizations.

[FR Doc.72-17422 Filed 10-11-72;8:51 am]

## COUNCIL ON ENVIRONMENTAL QUALITY

Environmental impact statements received by the Council on Environmental Quality, September 25—September 29, 1972.

NOTE: At the head of the listing of statements received from each agency is the name of an individual who can answer questions regarding those statements.

#### DEPARTMENT OF AGRICULTURE

Contact: Dr. T. C. Byerly, Office of the Secretary, Washington, D.C. 20250, 202-388-7803.

#### FOREST SERVICE

##### Draft, September 26

Mazatzal Wilderness, Ariz., County: Maricopa. The statement refers to the proposed drilling (to 1,000 feet) of three sites by private parties who have located 22 mining claims in the wilderness, which is part of the Tonto National Forest. The purpose of the action is that of determining the economic mineral potential of the claims. The operation would necessitate construction of an access road, the development of a water source (which could affect downstream riparian habitat) and the leveling of sites and the deposition of sludge with resultant lasting scars upon the landscape. This is in direct conflict with the basic philosophy of wilderness. If drilling substantiates the presence of a large body of ore and mining results a portion of the wilderness could be lost. (ELR Order No. 05355, 42 pages) (NTIS Order No. EIS-72 5355-D)

El Dorado National Forest, Calif., Counties: Alpine, Amador, and El Dorado. The statement refers to the proposed development of the Kirkwood Winter Sports Complex in the forest. The development will include 13 ski lifts, a day lodge, support facilities, and commercial and residential construction to accommodate 2,500 living units (including some year-round units). Some wildlife habitat will be lost; species particularly affected will be the pine marten and the Columbian black-tailed deer. Major impact will be upon soil, and water quality and esthetics. (53 pages) (ELR Order No. 05354) (NTIS Order No. EIS-72 5354-D)

#### SOIL CONSERVATION SERVICE

##### Final, September 28

Oliver Bottoms, Ark., County: Sebastian. The statement refers to the proposed installations of 1.4 miles of channel improvement and appurtenant pipe overfall structures for grade stabilization and erosion control on a 521 acre watershed. (21 pages) Comments made by COE (one State agency). (ELR Order No. 05373) (NTIS Order No. EIS-72 5373-F)

#### ATOMIC ENERGY COMMISSION

Contact: For Non-Regulatory Matters: Robert J. Catlin, Director, Division of Environmental Affairs, Washington, D.C. 20545, 202-973-5391. For Regulatory Matters: A. Giambusso, Deputy Director for Reactor Projects, Directorate of Licensing, 202-973-7373, Washington, D.C. 20545.

##### Final, September 25

Leasing of Uranium Reserves, Colorado, New Mexico, and Utah. The statement considers the proposed leasing of 25,000 acres of AEC controlled land along Uranium Mineral Belt to private industries. The area will be mined for uranium and vanadium. Mining measures devised by the Bureau of Land Management for environmental protection will be stipulated in the leases. (200 pages) Comments made by USDA, DOC, EPA, DOD, HEW, DOI, FPC, and State agencies of Colorado, New Mexico, and concerned citizens. (ELR Order No. 05340) (NTIS Order No. EIS-72 5340-F)

#### DEPARTMENT OF COMMERCE

Contact: Dr. Sidney R. Galler, Deputy Assistant Secretary for Environmental Affairs, Department of Commerce, Washington, D.C. 20230, 202-967-4335.

#### Draft, September 28

New Mexico, County: San Miguel. The statement refers to the proposed construction of 33 miles of two-lane all weather roadway, in order to improve access to a proposed winter recreation area which is intended to stimulate local economic conditions. Approximately 240 acres of timberland, 32 acres of range-land, and 300 acres of wildlife habitat will be required for right-of-way. (85 pages) (ELR Order No. 05374) (NTIS Order No. EIS-72 5374-D)

#### DEPARTMENT OF DEFENSE, ARMY CORPS

Contact: Francis X. Kelly, Director, Office of Public Affairs, Attn: DAEN-PAP, Office of the Chief of Engineers, U.S. Army Corps of Engineers, 1000 Independence Avenue SW, Washington, DC 20314, 202-693-7168.

##### Draft, September 28

Apalachicola Bay, Fla. The statement refers to the proposed dredging of a new navigation channel and the construction of a breakwater at Two Mile. Temporary turbidity will adversely affect marine biota. (ELR Order No. 05370, 18 pages) (NTIS Order No. EIS-72 5370-D)

##### Draft, September 27

South Fork Zumbro River, Minn., County: Olmstead. The statement refers to the proposed modification of 10 miles of channel on the Zumbro, Bear Creek, and Cascade Creek, along with supplementary levee and pump station construction. The purpose of the action is that of flood control. There will be a disruption of greenbelt corridors and a loss of natural riparian habitat. The area provides an overwintering habitat for Canada geese and giant Canada geese which is of national importance; it would be adversely affected. Two residences and eight businesses would be displaced. (ELR Order No. 05365, 82 pages) (NTIS Order No. EIS-72 5365-D)

##### Final, September 25

Cache River Basin, Ark. The statement refers to a legislative proposal which would allow for modifications to the Cache River Basin Project to allow the acquisition of 30,000 acres which would be developed in order to mitigate the fish and wildlife losses of the project. The statement anticipates no adverse environmental effects. (70 pages) Comments made by EPA, DOI and one State agency. (ELR Order No. 05350) (NTIS Order No. EIS-72 5350-F)

##### Final, September 22

Santa Paula and Mud Creeks, Calif., County: Ventura. The statement refers to the proposed construction of debris basins and reinforced concrete channels on the two creeks. The purpose of the project is that of flood control. Some riparian habitat will be lost. (74 pages) Comments made by USDA, EPA, DOI, and DOT. (ELR Order No. 05334) (NTIS Order No. EIS-72 5334-F)

##### Final, September 25

U.S. Post Office, Honolulu, Hawaii. The statement refers to the proposed construction of a one-story general industrial-type building with a two-story office wing. Auxiliary construction will consist of parking areas, paved maneuvering area, an underpass, and necessary utilities and landscaping. The facility will comprise 400,000 gross square feet. (56 pages) Comments made by USDA, USA, DOC, USAF, HEW, DOI, DOT, EPA, and State and local agencies. (ELR Order No. 05345) (NTIS Order No. EIS-72 5345-F)

## NOTICES

El Dorado Lake, Kans., County: Butler. The statement refers to the proposed construction of a dam and reservoir on mile 100.2 of the Walnut River, for the purposes of flood control, water supply and quality control, and recreation. Approximately 8,000 acres would be permanently inundated by the project, with an additional 2,700 acres being retained for the flood pool. Fifty-four families would be displaced by the project, along with public utilities (approximately 450 pages). Comments made by USDA, EPA, DOI, State, local and regional agencies and concerned citizens. (ELR Order No. 05351) (NTIS Order No. EIS-72 5351-F)

*Draft, September 22*

Pearl River Basin, Neshoba County, Miss. Proposed construction, upon authorization from Congress, of a multipurpose reservoir project on the Pearl River. The project would be constructed for purposes of flood control, water quality control, recreation, and wildlife enhancement. Approximately 16,000 acres of agricultural and wildlife lands and an unspecified amount of free-flowing stream habitat would be inundated; an unspecified number of homes would be displaced. Comments made by USDA, EPA, DOI, DOT, and HEW. (ELR Order No. 05331, 135 pages) (NTIS Order No. EIS-72 5331-F)

Pascagoula River Basin, Jefferson Davis, Covington, and Lamar Counties, Miss. The statement refers to the proposed project authorization for a multipurpose reservoir project on Bowie Creek. Approximately 5,500 acres of agricultural and forest lands would be inundated. Endangered species for which such land provides habitat include the Bald Eagle, the Peregrine Falcon, the Ivory-billed Woodpecker, Bachman's Warbler and the American Alligator. Comments made by USDA, HEW, DOI, DOT, WRC, and State agencies. (ELR Order No. 05332, 133 pages) (NTIS Order No. EIS-72 5332-F)

Tallahala Project, Jasper County, Miss. The statement considers the proposed construction of a dam and reservoir on Tallahala Creek, for the purposes of flood control, water supply and quality control, recreation, and fish and wildlife enhancement. Approximately 4,435 acres of agricultural and forest land will be inundated. Comments made by USDA, EPA, DOI, DOT, State agencies, and concerned citizens. (ELR Order No. 05336, 117 pages) (NTIS Order No. EIS-72 5336-F)

Boomer Creek Channel Improvement, Payne County, Okla. The project consists of approximately 14,000 feet of channel construction on West Boomer Creek and 5,000 feet of channel improvement on Boomer Creek. The project will include 5,500 feet of concrete-lined channel, one new highway bridge, one new railroad bridge, 11 concrete culverts, three drop structures; removal of several foot bridges in the park; and alteration of several existing bridges. The purpose of the project is protection against the 100-year frequency flood. Five families will be displaced; 59 acres of land will be committed to the action. Comments made by USDA, EPA, HUD, DOI, DOT, State and local agencies. (ELR Order No. 05337, 48 pages) (NTIS Order No. EIS-72 5337-F)

## FEDERAL POWER COMMISSION

Contact: Dr. Richard Hill, Advisor on Environmental Quality, 441 G Street NW., Washington, D.C. 20426, 202-386-6084.

*Draft, September 28*

Pan Hydroelectric Project 1894, Fairfield and Newberry Counties, S.C. The statement refers to a request by the South Carolina Electric & Gas Co., for a new license for the project, and authorization to construct a pumped storage development and use the upper reservoir of the development as a cooling impoundment for a proposed nuclear electric power generating facility. Construction of the new storage facility will require the use of 9,350 acres of pine forest, hardwood forest, and farmland, and will have adverse effects upon wildlife and fish resources. (ELR Order No. 05376, Approximately 400 pages) (NTIS Order No. EIS-72 5376-D)

*Draft, September 26*

Badger-Rapide Croche Project 2677, Outagamie County, Wis. The statement refers to the proposed approval of an application by the Green Bay and Mississippi Canal Co., for a license for a hydroelectric power complex with a total output of 8,000 kw. The run of the river project has been in existence for 42 years; no additional impact is anticipated. (ELR Order No. 05353, 16 pages) (NTIS Order No. EIS-72 5353-D)

*Draft, September 28*

Project No. 2709, Tucker and Grant Counties, W. Va. The statement refers to the proposed granting of a construction license to the Monongahela Power Co., for the Davis Pumped Storage Project. The project, on the Blackwater River and Red Creek, will consist of two reservoirs, penstocks, a tunnel, a powerhouse with four 250 MW pump turbines, 12 miles of 500 kv. transmission line, and recreation facilities. Approximately 7,600 acres of wildlife habitat and grazing land will be inundated by the project. (ELR Order No. 05369, 116 pages) (NTIS Order No. EIS-72 5369-D)

## GENERAL SERVICES ADMINISTRATION

Contact: Rod Kreger, Acting Administrator, GSA-AD, Washington, D.C., 20405, 202-343-6077.

*Draft, September 26*

Argonne National Laboratory, Du Page County, Ill. The statement considers the reassignment of 2,040 acres of land comprising a portion of AEC's Argonne National Laboratory. The land would be assigned to the Department of the Interior for conveyance to Du Page County. It would be utilized for park and recreational purposes. No major adverse environmental impact is anticipated. Comments made by EPA, AEC, and DOI. (ELR Order No. 05356, 266 pages) (NTIS Order No. EIS-72 5356-F)

## DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Contact: Richard H. Broun, Director, Environmental and Land Use Planning Division, Washington, D.C. 20410, 202-755-6186.

*Draft, September 25*

Harpers Square Apartments, Princess Anne County, Va. The statement refers to a proposed 400-unit Department of Defense set-aside housing project, which is to be developed under the provisions of section 236, HUD subsidized mortgage housing. The site is to the south of Oceana Naval Air Station, Virginia Beach. The site is within CNR Zone 2 of the station, making the impact of military aircraft noise significant to residents of the project. (ELR Order No. 05343, 67 pages) (NTIS Order No. EIS-72 5343-D)

*Draft, September 27*

Neighborhood Development Program, Colorado. The project is a Neighborhood Development Program which provides low and moderate assisted low-income housing in an area west of the central business district of Denver. The project would remove 27 businesses and 140 housing units from the 41.5-acre site and replace them with 200 units of housing for the elderly, 150 garden apartments, 250 townhouse apartments and a 300-unit motel. Adverse effects in the project area are those of air pollution and noise exposure. Land use will remain primarily residential but at a higher density level. (ELR Order No. 05366, 105 pages) (NTIS Order No. EIS-72 5366-D)

Neighborhood Development Program, Colorado. The statement refers to a Neighborhood Development Program which would provide low and moderate assisted low-income housing in an area east of the central business district of Denver. The project would remove 10 businesses and 266 housing units from the 72-acre site and replace them with 200 units of housing for the elderly, 150 garden apartments, 200 townhouse apartments, and 150 units of high rise apartments. Land use will remain primarily residential but at a higher density level. (ELR Order No. 5364, 106 pages) (NTIS Order No. EIS-72 5364-D)

*Draft, September 25*

Downtown Urban Renewal Area, District of Columbia. The statement refers to the proposed use of redevelopment or "disposition" controls to aid redevelopment of five urban renewal sites in the retail core of the downtown urban renewal area. These controls would establish permitted uses, height, lot occupancy, floor-area ratios, offstreet parking and loading regulations for the sites. The dislocation of small retail business establishments will result. Comments made by EPA, GSA, HEW, DOI, DOT, NCPC, DOC, local agencies and concerned citizens. (ELR Order No. 05352, 3 volumes) (NTIS Order No. EIS-72 5352-F)

## DEPARTMENT OF INTERIOR

Contact: Bruce Blanchard, Director, Environmental Project Review, Room 7260, Department of the Interior, Washington, D.C. 20240, 202-343-3891.

## BUREAU OF RECLAMATION

*Draft, September 26*

Central Arizona Project, Arizona and New Mexico. The statement refers to a project which is intended to provide water for the Tucson and Phoenix metropolitan areas and for lands in Maricopa, Pinal, and Pima Counties in Arizona, and Grant County in New Mexico. Physical features of the project will include the following: One concrete and three earthfill dams; four aqueducts, including tunnels, a major pumping plant and several smaller plants; and transmission facilities. The aqueduct system will require 16,000 acres of right-of-way; the four reservoirs will require the use of 38,000 acres. Comments made by USDA, COE, EPA, HEW, HUD, DOT, DOI, State, local and regional agencies, and concerned citizens. (ELR Order No. 05357, approximately 400 pages) (NTIS Order No. EIS-72 5357-F)

Final, September 27

O'Neill Unit, Lower Niobrara, several counties, Nebraska. The statement refers to a legislative proposal to authorize the multipurpose Norden Dam and Reservoir, which would regulate the Niobrara River. The project would provide irrigation for 77,000 acres, recreation facilities, fish and wildlife conservation, and flood control. Canals, lateral distribution systems, pumping plants, and transmission lines would be constructed. Approximately 30,355 acres would be used for the project features; 6,300 acres would be inundated, some of it wildlife habitat. Comments made by DOI, EPA, State and local agencies, and concerned citizens. (ELR Order No. 05367, 217 pages) (NTIS Order No. EIS-72 5367-F)

#### DEPARTMENT OF TRANSPORTATION

Contact: Martin Convisser, Director, Office of Environmental Quality, 400 7th Street SW., Washington, D.C. 20590, 202-426-4355.

#### FEDERAL AVIATION AGENCY

Draft, September 28

Somerset County Airport, Somerset County, Pa. The statement refers to the proposed extension (by 800 feet) of an existing runway, construction of a parallel taxiway and an apron and the resurfacing of existing facilities. Ten acres will be acquired for the project. Operations from the new runway (R/W 6-24), will greatly increase the ambient sound level for 650 people residing in the area; an elementary school is located in Zone II of the approach and will also be affected by increased noise. (ELR Order No. 05372, 17 pages) (NTIS Order No. EIS-72 5372-D)

Draft, September 25

Patrick Henry Airport, Va. The statement refers to the proposed purchase of 200 acres of farmland to construct a 1,500 foot runway extension and to extend and strengthen runway, taxiway, and lighting systems. An electrical substation will require relocation; 16 residences will be displaced and 45 acres of shrub growth cleared. (ELR Order No. 05338, 79 pages) (NTIS Order No. EIS-72 5338-D)

#### FEDERAL HIGHWAY ADMINISTRATION

Draft, September 20

Interstate 10, Maricopa County, Ariz. The statement is a draft supplement to a final statement which was dated June 15, 1971. It discusses the environmental impact of I-10 from Ehrenberg to Phoenix. (ELR Order No. 05315, 102 pages) (NTIS Order No. EIS-72 5315-D)

Draft, September 27

I-75, Lee, Charlotte, and Sarasota Counties, Fla. The proposed facility will ultimately be a four-lane, limited access, divided highway of interstate standards, 52.4 miles long. The segment covered in this statement is 41.4 miles long and lies north of the Lee-Charlotte County line. Major environmental impacts will be the Peace River crossing, the Cecil M. Webb Wildlife Management Area crossing, the displacement of people and the possible disruption of surface hydrology in the area. A section 4(f) statement has been filed for the Wildlife Management Area encroachment. (ELR Order No. 05368, 190 pages) (NTIS Order No. EIS-72 5368-D)

Draft, September 20

Illinois Route 23, La Salle County, Ill. The proposed project involves 12 miles of Route 23 from the north corporate limits of Streator to the south corporate limits of Ottawa. The project consists of widening and resurfacing 9.76 miles of two-lane pavement, reconstructing 2.24 miles to four lanes on relocation and replacing the bridge over Wolf Creek. One farmhouse and barn will be displaced; several other properties will be severed to acquire needed right-of-way. (ELR Order No. 05310, 78 pages) (NTIS Order No. EIS-72 5310-D)

Draft, September 25

Lexington to Paris Road, Fayette and Bourbon Counties, Ky. The proposed project is the replacement of a two-lane road with a four-lane, high speed, parkway type highway between Lexington and Paris Road; length would be 12.1 miles. Thirteen families would be displaced, a private country club relocated, and a private school would lose recreation ground. (ELR Order No. 05348, 40 pages) (NTIS Order No. EIS-72 5348-D)

U.S. 19, Swain County, N.C. The statement refers to the proposed reconstruction of U.S. 19, with minor relocations, to a four-lane divided highway. Project length is 6.21 miles. Approximately 250 acres of land will be committed to right-of-way. Eight families and two businesses will be displaced. There will be temporary erosion and siltation during construction. (ELR Order No. 05342, 38 pages) (NTIS Order No. EIS-72 5342-D)

Draft, September 28

S.R. 30 to S.R. 56, Logan County, N. Dak. The proposed project is the reconstruction of an existing 5 mile roadway section. Two acres for right-of-way will be acquired from the Fish and Wildlife Service. Adverse impacts will be upon wildlife, primarily birds. (ELR Order No. 05371, 14 pages) (NTIS Order No. EIS-72 5371-D)

Draft, September 25

S.R. 140 relocated, Scioto County, Ohio. The proposed project is the construction of 0.8 mile of four-lane pavement and 1.75 miles of two-lane pavement on new four-lane right-of-way. Twenty-two families and four businesses will be displaced; 80 acres of agricultural and residential land will be committed to the action. (ELR Order No. 05339, 16 pages) (NTIS Order No. EIS-72 5339-D)

Draft, September 22

L.R. 1076, sections 3, 4, and 5, Allegheny County, Pa. The proposed project is a portion of the S.R. 48 parallel expressway which will serve as an outer belt circumferential route around the Metropolitan Pittsburgh area. The action consists of construction of approximately 7 miles of four-lane expressway with interchanges at required points. Section 4(f) land from White Oak Park will be encroached upon. Twenty-six businesses and 107 families will be displaced. (ELR Order No. 05329, 55 pages) (NTIS Order No. EIS-72 5329-D)

Draft, September 25

State Route 95, Loudon County, Tenn. The proposed project, State Route 95, will be constructed to provide a four-lane divided facility, a medium, and a minimum right-of-way width of 200 feet. The project length is 4 miles. Several displacements would be necessary. The project will involve the loss of wildlife habitat and between 75 and 90 acres of agricultural land. (ELR Order No. 05344, 17 pages) (NTIS Order No. EIS-72 5344-D)

State Highway 72, Karnes County, Tex. The proposed project consists of constructing a new pavement with paved shoulders. The project length is 2 miles with approximately one half on new location. Adverse effects on the environment will include erosion, water pollution, destruction of plant vegetation, and urban congestion. (ELR Order No. 05346, 18 pages) (NTIS Order No. EIS-72 5346-D)

Draft, September 18

I-464, Virginia. The proposed project is the construction of the final 1.407 mile segment of I-464 to complete the north/south spur route connecting I-64 in Chesapeake and all points south with downtown Norfolk. One hundred sixty-four families, 14 businesses and five non-profit organizations will be displaced. Section 4(f) land, recreational facilities, from the Lincoln Recreation Center and the area adjacent to St. Helena School will be encroached upon. (ELR Order No. 05283, 64 pages) (NTIS Order No. EIS-72 5283-D)

Draft, September 25

Northeast Pacific Street Relocation, Washington. The project is the proposed relocation of Northeast Pacific Street between 1st Avenue NE, and 15th Avenue NE, within the city limits of Seattle. The project will eliminate two existing arterial streets and allow these street areas to be incorporated into the University of Washington's West Campus development. Project length is 0.89 mile. Two businesses will be displaced to satisfy right-of-way requirements. (ELR Order No. 05341, 48 pages) (NTIS Order No. EIS-72 5341-D)

Final, September 27

U.S. 80, Dallas County, Ala. The proposed project is the improvement of U.S. 80 from a two-lane rural to a four-lane rural highway. Project length is approximately 17.6 miles. Approximately 294 acres of rural developed lands would be acquired. Dislocation includes 33 families and 14 businesses. Comments made by USDA, COE, DOD, EPA, HEW, HUD, DOI, State and regional agencies. (ELR Order No. 05361, 54 pages) (NTIS Order No. EIS-72 5361-F)

Relocation of U.S. 431, Russell County, Ala. The project is the proposed relocation and reconstruction of approximately 13.6 miles of U.S. 431 to a four-lane divided facility. An unspecified amount of rural land is required to provide a 300-foot right-of-way. Thirty-six families, six businesses and one nonprofit organization will be displaced. Comments made by USDA, COE, DOD, EPA, HEW, HUD, DOI, State and local agencies. (ELR Order No. 05362, 66 pages) (NTIS Order No. EIS-72 5362-F)

Final, September 20

I-291, Hartford County, Conn. The proposed project involves the construction of a section of I-291 in the towns of Wethersfield, Rocky Hill, Newington, New Britain, and Farmington, from an interchange with I-91 in Rocky Hill to an interchange with I-84 in Farmington. The project will provide a part of the proposed belt route around the Metropolitan Hartford area. Project length is approximately 7.6 miles. Section 4(f) lands from Churchill Park and the Eagle Lantern Village Open Space will be acquired for right-of-way. Fifteen businesses and 58 families will be displaced; 65 acres of industrial land will be committed to the project. Comments made by USDA, HUD, DOI, DOT, State and local agencies. (ELR Order No. 05309, 145 pages) (NTIS Order No. EIS-72 5309-F)

## NOTICES

Final, September 22

S.R. 435, Orange County, Fla. The two projects encompassed in this statement involve the four laning of 1.785 miles of the urban section of S.R. 435 and the resurfacing and widening of four miles of two-lane rural S.R. 435. The number of displacements will depend upon the route taken. Comments made by USDA, EPA, DOI, State and local agencies. (ELR Order No. 05328, 71 pages) (NTIS Order No. EIS-72 5328-F)

Final, September 27

U.S. 20, Webster County, Iowa. The statement refers to the proposed reconstruction of 1.7 miles of U.S. 20 from U.S. 169 to 12th Street in Fort Dodge. The bridge over the Des Moines River will be widened as required. Five families and two businesses will be displaced. Comments made by USDA, EPA, HUD, DOI, DOT, and State agencies. (ELR Order No. 05359, 32 pages) (NTIS Order No. EIS-72 5359-F)

Final, September 22

Maryland Route 414 and I-495 interchange, Prince Georges County, Md. The project is the proposed modification of the existing interchange by providing additional ramps and the dualizing and widening of Maryland Route 414. Project length is approximately 1.70 miles. Fifteen businesses and 12 families will be displaced. Comments made by DOT. (ELR Order No. 05330, 29 pages) (NTIS Order No. EIS-72 5330-F)

Route 87, Howard County, Mo. The statement refers to the proposed reconstruction of Route 87 from the Route E junction to south of Route J. Approximately 120 acres of agricultural and 10 acres of brush covered land will be committed to the action. Channel changes to Blue and Richland Creeks will eliminate approximately 2 acres of wildlife habitat. Four houses and one mobile home will be displaced. Comments made by USDA, COE, EPA, HEW, DOI, DOT, state, and local agencies. (ELR Order No. 05358, 23 pages) (NTIS Order No. EIS-72 5358-F)

Final, September 21

N.Y. Route 3, St. Lawrence County, N.Y. The statement provides for the reconstruction of Route 3 along the existing alignment. Approximately 120 acres of forested land is required for additional right-of-way. Eighteen acres of section 4(f) Forest Preserve lands within the Adirondack State Park will be committed to highway usage. Comments made by USDA, HUD, and DOT. (ELR Order No. 05326, 27 pages) (NTIS Order No. EIS-72 5326-F)

Final, September 27

Grant Pass—New Hope Road Section, Josephine County, Oreg. The statement refers to the widening of existing Jacksonville highway from its intersection with New Hope Road, a distance of 1.4 miles. Adverse effects include temporary disruption due to construction and the loss of frontage areas. Comments made by COE, EPA, HUD, DOI, State, and local agencies. (ELR Order No. 05360, 36 pages) (NTIS Order No. EIS-72 5360-F)

Final, September 20

Hixson Pike (Route 4306), Hamilton County, Tenn. The statement considers the proposed reconstruction of Route 4306 from the S.R. 153 interchange to Middle Valley Road. Project length is 1.792 miles. The proposed facility will consist of four 12-foot traffic lanes, a bridge over the Chickamauga Creek and an overhead structure for Southern Railroad. Three families and one business may be displaced. Comments made by COE, EPA, DOI, TVA, and DOT. (ELR Order No. 005311, 38 pages) (NTIS Order No. EIS-72 5311-F)

Final, September 22

S.R. 24, Adams County, Wash. The proposed project includes the reconstruction of approximately 5.5 miles of S.R. 24 through rural farmland and within the city limits of Othello. One family will be displaced by the action. An unspecified amount of agricultural land will be committed to transportation uses. Comments made by EPA, HUD, DOT, State, and local agencies. (ELR Order No. 05333, 46 pages) (NTIS Order No. EIS-72 5333-F)

S.R. 97, Chelan to Junction S.R. 151, Chelan County, Wash. The proposed project consists of the construction on new alignment of approximately 3.56 miles of S.R. 97. It will provide a controlled access bypass of the central business district of Chelan with 2.2 miles of four-lane roadway including two two-lane bridges spanning the Chelan River. Two businesses and 48 families will be displaced. Approximately 79 acres, of which 36 acres is producing orchard, will be committed to right-of-way. Comments made by USCG, EPA, HUD, DOI, DOT, State and local agencies, and concerned citizens. (ELR Order No. 05335, 121 pages) (NTIS Order No. EIS-72 5335-F)

U.S. COAST GUARD

Draft, September 27

Oil Pollution Act of 1961. Amendments. The statement considers a bill (S. 3766, H. 15627), which would amend the Oil Pollution Act of 1961, as amended, by the implementation of the 1969 and 1971 Amendments to the International Convention for the Prevention of the Pollution of the Sea by Oil, 1954, as amended. The bill would establish rigid control measures to prevent and control pollution of the sea by oil. The statement indicates that no adverse environmental effects would result from enactment of the bill. (ELR Order No. 05363, 52 pages) (NTIS Order No. EIS-72 5363-D)

Final, September 28

Edisto River, Colleton County, S.C. The proposed action is the approval of location and plans for a pipeline bridge across the river. The purpose of the bridge is to carry fossil fuel ash from a steam electrical generating plant to settling basins on the opposite side of the river. Both are properties of the South Carolina Electric & Gas Co. Approximately 400 acres of the company's land will be committed to the action; some of this is wildlife habitat. Comments made by USDA, COE, EPA, HEW, DOI, and DOT. (ELR Order No. 05375, 124 pages) (NTIS Order No. EIS-72 5375-F)

TIMOTHY ATKESON,  
General Counsel.

[FR Doc.72-17369 Filed 10-11-72;8:47 am]

## FEDERAL COMMUNICATIONS COMMISSION

### CABLE TELEVISION TECHNICAL ADVISORY COMMITTEE, PANEL 2

#### Notice of Meeting

SEPTEMBER 29, 1972.

Panel 2, the Subjective Evaluation Panel, of the Cable Television Technical Advisory Committee will hold a meeting on October 11, 1972, at 2 p.m. The meeting will be held in Room 847S of the

main FCC building at 1919 M Street NW, Washington, D.C.

FEDERAL COMMUNICATIONS  
COMMISSION,  
[SEAL] BEN F. WAPLE,  
Secretary.

[FR Doc.72-17408 Filed 10-11-72;8:46 am]

## FEDERAL POWER COMMISSION

[Docket No. CI73-229]

KERR-McGEE CORP.

### Notice of Application

OCTOBER 6, 1972.

Take notice that on September 28, 1972, Kerr-McGee Corp. (applicant), Kerr-McGee Building, Oklahoma City, Okla. 73102, filed in Docket No. CI73-229 an application pursuant to section 7(c) of the Natural Gas Act for a certificate of public convenience and necessity authorizing the sale for resale and delivery of natural gas in interstate commerce to Panhandle Eastern Pipe Line Co. from the Hobart Ranch Field, Hemphill County, Tex., all as more fully set forth in the application which is on file with the Commission and open to public inspection.

Applicant proposes to sell up to an average daily maximum of 10,000 Mcf of gas per day at 35 cents per Mcf at 14.65 p.s.i.a., plus 5.25 cents per Mcf upward B.t.u. adjustment, within the contemplation of § 2.70 of the Commission's general policy and interpretations (18 CFR 2.70).

It appears reasonable and consistent with the public interest in this case to prescribe a period shorter than 15 days for the filing of protests and petitions to intervene. Therefore, any person desiring to be heard or to make any protest with reference to said application should on or before October 17, 1972, file with the Federal Power Commission, Washington, D.C. 20426, a petition to intervene or a protest in accordance with the requirements of the Commission's rules of practice and procedure (18 CFR 1.8 or 1.10) and the regulations under the Natural Gas Act (18 CFR 157.10). All protests filed with the Commission will be considered by it in determining the appropriate action to be taken but will not serve to make the protestants parties to the proceeding. Any person wishing to become a party to a proceeding or to participate as a party in any hearing therein must file a petition to intervene in accordance with the Commission's rules.

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act and the Commission's rules of practice and procedure, a hearing will be held without further notice before the Commission on this application if no petition to intervene is filed within the time required herein, if the Commission on its own review of the matter finds that a grant of the certificate is required by the public convenience and necessity. If a petition

for leave to intervene is timely filed, or if the Commission on its own motion believes that a formal hearing is required, further notice of such hearing will be duly given.

Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for applicant to appear or be represented at the hearing.

KENNETH F. PLUMB,  
Secretary.

[FR Doc. 72-17347 Filed 10-11-72; 8:49 am]

[Docket No. CI73-80]

**SUN OIL CO.**

**Notice of Petition To Amend**

OCTOBER 6, 1972.

Take notice that on September 21, 1972, Sun Oil Co. (petitioner), Post Office Box 2880, Dallas, TX 75221, filed in Docket No. CI73-80 a petition to amend the order issuing a certificate of public convenience and necessity pursuant to section 7(c) of the Natural Gas Act in said docket by authorizing the sale of natural gas to Transcontinental Gas Pipe Line Corp. from additional wells in the Humphreys Field, Terrebonne Parish, La., all as more fully set forth in the petition to amend which is on file with the Commission and open to public inspection.

Petitioner proposes to increase its maximum daily quantity from 3,000 to 3,500 Mcf of gas at 35 cents per Mcf at 15.025 p.s.i.a. within the contemplation of § 2.70 of the Commission's general policy and interpretations (18 CFR 2.70).

Any person desiring to be heard or to make any protest with reference to said petition to amend should on or before October 17, 1972, file with the Federal Power Commission, Washington, D.C. 20426, a petition to intervene or a protest in accordance with the requirements of the Commission's rules of practice and procedure (18 CFR 1.8 or 1.10). All protests filed with the Commission will be considered by it in determining the appropriate action to be taken but will not serve to make the protestants parties to the proceeding. Any person wishing to become a party to a proceeding or to participate as a party in any hearing therein must file a petition to intervene in accordance with the Commission's rules.

KENNETH F. PLUMB,  
Secretary.

[FR Doc. 72-17348 Filed 10-11-72; 8:49 am]

[Docket No. CI73-231]

**TEXACO INC.**

**Notice of Application**

OCTOBER 6, 1972.

Take notice that on October 2, 1972, Texaco Inc. (applicant), Post Office Box 52332, Houston, TX 77052, filed in Docket No. CI73-231 an application pursuant to section 7(c) of the Natural Gas Act for a certificate of public convenience and

necessity authorizing the sale for resale and delivery of natural gas in interstate commerce to Natural Gas Pipeline Co. of America from Block 88, High Island Area, offshore Texas, all as more fully set forth in the application which is on file with the Commission and open to public inspection.

Applicant proposes to sell up to 12,000 Mcf of gas per day at 35 cents per Mcf at 14.65 p.s.i.a., plus 0.805 cent per Mcf upward B.t.u. adjustment, within the contemplation of § 2.70 of the Commission's general policy and interpretations (18 CFR 2.70).

It appears reasonable and consistent with the public interest in this case to prescribe a period shorter than 15 days for the filing of protests and petitions to intervene. Therefore, any person desiring to be heard or to make any protest with reference to said application should on or before October 17, 1972, file with the Federal Power Commission, Washington, D.C. 20426, a petition to intervene or a protest in accordance with the requirements of the Commission's rules of practice and procedure (18 CFR 1.8 or 1.10) and the regulations under the Natural Gas Act (18 CFR 157.10). All protests filed with the Commission will be considered by it in determining the appropriate action to be taken but will not serve to make the protestants parties to the proceeding. Any person wishing to become a party to a proceeding or to participate as a party in any hearing therein must file a petition to intervene in accordance with the Commission's rules.

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act and the Commission's rules of practice and procedure, a hearing will be held without further notice before the Commission on this application if no petition to intervene is filed within the time required herein, if the Commission on its own review of the matter finds that a grant of the certificate is required by the public convenience and necessity. If a petition for leave to intervene is timely filed, or if the Commission on its own motion believes that a formal hearing is required, further notice of such hearing will be duly given.

Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for applicant to appear or be represented at the hearing.

KENNETH F. PLUMB,  
Secretary.

[FR Doc. 72-17349 Filed 10-11-72; 8:49 am]

**FEDERAL RESERVE SYSTEM**

**BANK OF VIRGINIA CO.**

**Order Denying Acquisition of Bank**

Bank of Virginia Company (formerly Virginia Commonwealth Bankshares, Inc.), Richmond, Va., a bank holding

company within the meaning of the Bank Holding Company Act, has applied for the Board's approval under section 3(a)(3) of the Act (12 U.S.C. 1842(a)(3)) to acquire all of the voting shares of the successor by merger to The First National Bank in Onancock, Onancock, Va. (Bank). The bank into which Bank is to be merged has no significance except as a means of acquiring all of the voting shares of Bank. Accordingly, the proposed acquisition of the successor organization is treated herein as the proposed acquisition of Bank.

Notice of the application, affording opportunity for interested persons to submit comments and views, has been given in accordance with section 3(b) of the Act. The time for filing comments and views has expired, and the Board has considered the application and all comments received in light of the factors set forth in section 3(c) of the Act (12 U.S.C. 1842(c)).

Applicant, the fourth largest banking organization in the State, has 16 subsidiary banks with aggregate deposits of \$781.1 million, representing 8.5 percent of the total commercial bank deposits in the State. (Unless otherwise indicated, banking data are as of December 31, 1971, adjusted to reflect holding company formations and acquisitions approved by the Board through June 30, 1972.) As a result of the acquisition of Bank (\$10.5 million deposits), Applicant's position in relation to the State's other banking organizations would remain unchanged and its share of deposits in the State would be increased by 0.1 percentage point.

Bank, located in Accomack County, the northernmost of two counties on Virginia's Eastern Shore, is the third largest of six banking organizations, three of which are subsidiaries of bank holding companies, operating in Accomack County, (the relevant market), and holds about 16 percent of the total commercial bank deposits therein. A branch of Applicant's lead bank (Bank of Virginia-Central, Richmond), located 16 miles north of Bank, is the largest banking organization in the market and holds deposits of \$14.6 million, representing about 29 percent of the total commercial bank deposits in Accomack County. Consumption of the proposal would increase Applicant's share of deposits in the market to about 46 percent of the total.

In connection with its review of the application, the Board has considered a comment filed by the Department of Justice expressing the view that the transaction would have an adverse effect on banking competition in Accomack County. The Department indicates that the transaction would eliminate some direct competition and the possibility of future competition, increase banking concentration, and reduce the number of banking alternatives in the market.

<sup>1</sup> Accomack County market share data and branch deposit figures are as of June 30, 1970.

## NOTICES

On the basis of the facts of record, including Applicant's response to the comments of the Department of Justice, the Board finds that consummation of Applicant's proposal would have an adverse effect on existing competition and foreclose the development of potential competition.

As a result of their proximity, Bank and the Hallwood branch of Applicant's lead bank are in direct competition. The service areas of the two banks overlap, and each obtains loan and deposit business from the area served by the other. This existing competition between the two institutions would be eliminated by consummation of the proposal. In addition, by acquiring an independent bank located in the same market in which it operates, Applicant would reduce the number of banking alternatives available to area residents from six to five institutions while increasing banking concentration in the relevant market a significant degree. (Applicant would hold more than 2½ times as much in deposits as the second largest banking organization in Accomack County.) Moreover, consummation of the proposal would foreclose the development of potential competition between Bank and Applicant since Bank would be removed as an alternative means of entry into the market by a bank holding company not already represented therein, a prospect the Board considers competitively preferable to Applicant's proposal. In the Board's view, the adverse effects of Applicant's proposal on competition are even more significant when viewed in the context of the Accomack County banking market, where there are a limited number of banking alternatives and the prospect for de novo entry by banking organizations not already in the market is considered unlikely.

On the basis of the foregoing and all other facts in the record, the Board concludes that consummation of Applicant's proposal would have adverse effects on banking competition in the relevant market, and that unless the anticompetitive effects are outweighed by considerations relating to the convenience and needs of the community to be served or by other considerations, the public interest requires denial of the application.

The financial condition of Applicant and each of its subsidiary banks is regarded as generally satisfactory, their managements appear capable, and the prospects of the group are considered favorable. The same conclusions apply generally with respect to the financial and managerial resources and prospects of Bank, whether as an independent bank or as a subsidiary of Applicant. Although affiliation with Applicant would assure Bank of a source of qualified management for the future, this factor alone does not provide sufficient weight to require approval of the application.

The banking needs of the public in Accomack County are presently being met by the six banking institutions operating therein, three of which are subsidiaries of multi-bank holding companies. The new services that Applicant proposes to

establish at Bank are already being offered by the existing institutions, including Applicant's branch at Hallwood. On the other hand, consummation of the proposal would remove Bank as an alternative source of banking services without providing any significant benefits to the convenience and needs of the residents of the area. Accordingly, the Board finds that the anticompetitive effects inherent in Applicant's proposal are not outweighed by the considerations relating to the convenience and needs of the community to be served.

On the basis of all relevant facts in the record, the Board concludes that approval of the proposed acquisition is not in the public interest, and the application is accordingly denied.

By order of the Board of Governors,<sup>2</sup> effective October 3, 1972.

[SEAL]

TYNAN SMITH,  
Secretary of the Board.

[FR Doc. 72-17391 Filed 10-11-72; 8:45 am]

### BOONE COUNTY INSURANCE AGENCY, INC.

#### Acquisition of Bank

Boone County Insurance Agency, Inc., Centralia, Mo., has applied for the Board's approval under section 3(a) (3) of the Bank Holding Company Act (12 U.S.C. 1842(a)(3)) to acquire an additional 25.65 percent of the voting shares of the First National Bank of Centralia, Centralia, Mo. The factors that are considered in acting on the application are set forth in section 3(c) of the Act (12 U.S.C. 1842(c)).

The application may be inspected at the office of the Board of Governors or at the Federal Reserve Bank of St. Louis. Any person wishing to comment on the application should submit his views in writing to the Secretary, Board of Governors of the Federal Reserve System, Washington, D.C. 20551, to be received not later than October 30, 1972.

Board of Governors of the Federal Reserve System, October 2, 1972.

[SEAL] MICHAEL A. GREENSPAN,  
Assistant Secretary of the Board.

[FR Doc. 72-17394 Filed 10-11-72; 8:45 am]

### CENTRAL COLORADO BANCORP, INC.

#### Order Approving Acquisition of Bank

Central Colorado Bancorp, Inc., Colorado Springs, Colo., a bank holding company within the meaning of the Bank Holding Company Act, has applied for the Board's approval under section 3(a) (3) of the Act (12 U.S.C. 1842(a)(3)) to acquire not less than 90 percent of the voting shares of State Bank of Greeley, Colo. (Bank).

<sup>2</sup> Voting for this action: Chairman Burns and Governors Mitchell, Daane, Brimmer, and Sheehan. Absent and not voting: Governors Robertson and Bucher.

Notice of the application affording opportunity for interested persons to submit comments and views has been given in accordance with section 3(b) of the Act. The time for filing comments and views has expired and the Board has considered the application and all comments received in the light of the factors set forth in section 3(c) of the Act (12 U.S.C. 1842(c)).

Applicant controls three subsidiary banks with aggregate deposits of approximately \$51 million, representing about 1 percent of deposits of commercial banks in Colorado.<sup>1</sup> Consummation of the proposed transaction would increase Applicant's share of statewide deposits by only 0.1 percentage point and would not result in a significant increase in the concentration of banking resources in Colorado.

On the basis of deposits, Bank (deposits of \$2.5 million) is the smallest of six banks located in Greeley and ranks 13th among 15 banks in Weld County. Applicant's closest banking subsidiary to Bank is located approximately 120 miles north of Greeley. In view of factors, such as the distances involved and the nature of Colorado's branching laws, consummation of this transaction would have no significant effect on existing competition, nor is there a reasonable probability that significant potential competition would develop among Applicant's banking subsidiaries and Bank if this application were denied. In view of the number of banks already serving the Greeley area and a proposal by another holding company to open a new bank in the area, the possibility that Applicant could reasonably enter the area through establishment of a de novo bank is remote. Indeed, consummation of this transaction may have a procompetitive effect on competition in the Greeley area since it will serve to dilute the interest in Bank of an officer of a competing bank. The Board concludes that the competitive considerations are consistent with approval of the application.

The financial and managerial resources and future prospects of Applicant, its subsidiary banks, and Bank are regarded as generally satisfactory and consistent with approval of the application, particularly in view of the commitment of Applicant to raise \$4.5 million of additional capital within the next 9-month period, part of which is to be supplied to its banking subsidiaries. Considerations relating to the convenience and needs of the community to be served lend some weight to approval of the application, since Applicant proposes to give financial assistance in the relocation of Bank to an office in Greeley with more modern facilities from which Bank might be able to become a more viable competitor and is expected to expand and improve its banking services. It is the Board's judgment that the proposed transaction is in the public interest and that the application should be approved.

<sup>1</sup> All banking data are as of December 31, 1971.

On the basis of the record, the application is approved for the reasons summarized above. The transaction shall not be consummated (a) before the 30th calendar day following the effective date of this order or (b) later than 3 months after the effective date of this order, unless such period is extended for good cause by the Board, or by the Federal Reserve Bank of Kansas City pursuant to delegated authority.

By order of the Board of Governors,<sup>2</sup> effective October 3, 1972.

[SEAL] **TYNAN SMITH,**  
*Secretary of the Board.*

[FR Doc. 72-17392 Filed 10-11-72; 8:45 am]

### CHARTER NEW YORK CORP.

#### Order Approving Acquisition of Bank

Charter New York Corp., New York, N.Y., a bank holding company within the meaning of the Bank Holding Company Act, has applied for the Board's approval under section 3(a)(3) of the Act (12 U.S.C. 1842(a)(3)) to acquire 100 percent of the voting shares (less directors' qualifying shares) of the successor by merger to The Hayes National Bank of Clinton, Clinton, N.Y. (Bank). The Bank into which Bank is to be merged has no significance except as a means to facilitate the acquisition of the voting shares of Bank. Accordingly, the proposed acquisition of shares of the successor organization is treated herein as the proposed acquisition of the shares of Bank.

Notice of the application, affording opportunity for interested persons to submit comments and views, has been given in accordance with section 3(b) of the Act. The time for filing comments and views has expired, and the Board has considered the application and all comments received in light of the factors set forth in section 3(c) of the Act (12 U.S.C. 1842(c)).

Applicant, the eighth largest banking organization in New York, controls 10 banks with aggregate deposits of \$4.3 billion representing 4.5 percent of the total domestic deposits of commercial banks in the State. (Banking data are as of December 31, 1971, with the exception of data for the Utica-Rome market which are as of June 30, 1970, and reflect holding company formations and acquisitions approved through August 31, 1972.) Consummation of the proposed acquisition of Bank, with deposits of \$14.1 million, would increase Applicant's share of commercial bank deposits within the State only minimally, would not change its statewide ranking, and would not result in a significant increase in the concentration of banking resources in New York.

Bank, the fifth largest of 11 banks in the Utica-Rome area, controls 2.2 percent of market deposits. Applicant's closest subsidiary to Bank is in Syracuse,

and the nearest offices of these two banks are 32 miles apart. It appears that no meaningful competition exists between Bank and any of Applicant's subsidiaries. Further, it appears unlikely that significant future competition between Bank and Applicant's present subsidiaries would be eliminated by consummation of the proposal in light of the distances separating Applicant's subsidiaries and Bank, and the orientation of Applicant's closest subsidiary to Bank to the Syracuse market. While Applicant could enter the market by establishment of a de novo bank or the acquisition of a smaller bank, the Bank's size and the relatively large number of remaining "foothold" entries make it unlikely that the acquisition would have any significant anticompetitive effects. Moreover, by strengthening the ability of Bank to compete, the affiliation with Applicant may reduce the concentration of deposits within the market (over 80 percent of bank deposits are held by two banking organizations) without adversely affecting smaller competitors. Thus, competitive considerations are consistent with approval.

The financial and managerial resources and future prospects of Applicant, its subsidiary banks, and Bank appear to be satisfactory. Bank is presently the only bank in Clinton and because of its relatively small size and resources, it has not offered the wide variety of services available at some of the area's larger banks. Among the new services to be provided by Bank are data processing and trust services for customers. Thus, considerations related to convenience and needs of the communities involved lend some weight to approval of this application. It is the Board's judgment that the proposed transaction is in the public interest and that the application should be approved.

On the basis of the record, the application is approved for the reasons summarized above. The transaction shall not be consummated (a) before the 30th calendar day following the effective date of this order or (b) later than 3 months after the effective date of this order, unless such period is extended for good cause by the Board, or by the Federal Reserve Bank of New York pursuant to delegated authority.

By order of the Board of Governors,<sup>2</sup> effective October 3, 1972.

[SEAL] **TYNAN SMITH,**  
*Secretary of the Board.*

[FR Doc. 72-17388 Filed 10-11-72; 8:45 am]

### FIRST BANCORP, INC.

#### Order Approving Formation of Bank Holding Company

First Bancorp, Inc., Cincinnati, Ohio, has applied for the Board's approval un-

der section 3(a)(1) of the Bank Holding Company Act (12 U.S.C. 1842(a)(1)) of formation of a bank holding company through acquisition of 100 percent of the voting shares (less directors' qualifying shares) of The Athens National Bank, Athens ("Athens Bank") and The New Richmond National Bank, New Richmond ("Richmond Bank"), both in Ohio.

Notice of the application, affording opportunity for interested persons to submit comments and views, has been given in accordance with section 3(b) of the Act. The time for filing comments and views has expired, and the Board has considered the application and all comments received in light of the factors set forth in section 3(c) of the Act (12 U.S.C. 1842(c)).

Applicant is a newly formed organization and has no operating history. Athens Bank (\$36.3 million of deposits) and Richmond Bank (\$3.9 million of deposits) are presently owned by a partnership whose principals organized Applicant.<sup>3</sup> This partnership became a regulated bank holding company as a result of the Bank Holding Company Act Amendments of 1970. The partnership and its wholly owned subsidiary corporation, which owns all of the outstanding shares (less directors' qualifying shares) of The Security Bank, Athens, Ohio, have filed irrevocable declarations pursuant to section 4(c)(12) of the Act that they will divest themselves of their respective interests in The Security Bank and the two banks which are the subjects of this proposal, prior to January 1, 1981. The proposal herein does not involve a change in the ownership of these banks. It is, however, an intermediate step toward divestiture of Athens and Richmond banks by Applicant's organizers. Upon consummation of the proposal herein, Applicant would own 100 percent of the voting shares (less directors' qualifying shares) of Athens and Richmond banks. Initially, the partnership would control all of the shares of Applicant. Thereafter, to effect divestiture of the subject banks, it is proposed that all of the shares of Applicant will be sold by the organizing partnership to a control group of Athens residents and to other members of the public.<sup>3</sup>

On May 4, 1972 (1972 Federal Reserve Bulletin 598), the Board denied an application filed by Applicant for approval to become a bank holding company through the acquisition of Athens Bank and Richmond Bank in addition to The Security Bank. The Board found that because The Security Bank and Athens

<sup>1</sup> All bank data are as of Dec. 31, 1971 and reflect holding company formations and acquisitions approved through Aug. 31, 1972.

<sup>2</sup> Organizers of Applicant have assured the Board that the future divestiture of Security Bank would in no way be connected with the sale of Applicant's shares of Athens and Richmond banks and that shares of Security Bank will be sold under different circumstances and to persons totally unrelated to those involved in the purchase of Applicant's shares.

<sup>3</sup> Voting for this action: Chairman Burns and Governors Mitchell, Daane, Brimmer, and Sheehan. Absent and not voting: Governors Robertson and Bucher.

## NOTICES

Bank together hold more than 50 percent of the total deposits of commercial banks in Athens, approval would raise serious competitive questions in view of Applicant's stated intention to divest these banks as a unit through a bank holding company vehicle. Such action was seen as foreclosing any significant possibility of deconcentration and therefore would have an adverse effect on competition. On the other hand, the Board found that affiliation of Richmond Bank with either one of the Athens banks would not raise similar problems. The present proposal excludes acquisition of The Security Bank. Upon consummation of the acquisitions of Athens and Richmond banks, Applicant would hold 0.17 percent of total deposits in the State and would rank eighth among nine bank holding companies in Ohio.

Athens Bank is the largest of eight banks in the Athens County, Ohio, banking market. Richmond Bank is located approximately 130 miles west of Athens, Ohio, in New Richmond, Clermont County, Ohio (which is considered part of the Cincinnati, Ohio, banking market). Because these banks are already under common shareholder control and operate in separate banking markets, no competition exists between them which would be eliminated by consummation of the subject proposal. The prospect of competition developing in the future between these banks appears remote in view of the existing affiliation, distances involved, and the Ohio branching law which prohibits branching outside the county in which a bank's main office is located.

On the basis of the record before it, the Board concludes that consummation of the proposal would not have an adverse effect on competition in any relevant area. Moreover, to the extent approval of this proposal facilitates the divestiture of Athens and Richmond banks and results, thereby, in a severance of the longstanding affiliation between Athens Bank and The Security Bank, such action could have a significant beneficial effect on banking competition in the Athens market.

The financial and managerial resources and future prospects of Applicant and both Athens and Richmond banks are satisfactory and consistent with approval of the proposed transaction. Due to the fact that the proposal involves essentially a restructuring of present affiliations, consummation would have little immediate effect on the banking convenience and needs of the communities served by these banks.

On the basis of the record, the application is approved for the reasons summarized above. The transaction shall not be consummated (a) before the 30th calendar day following the effective date of this order or (b) later than 3 months after the effective date of this order, unless such period is extended for good cause by the Board, or by the Federal Reserve Bank of Cleveland pursuant to delegated authority.

By order of the Board of Governors,<sup>3</sup> effective October 3, 1972.

[SEAL] **TYNAN SMITH,**  
*Secretary of the Board.*  
[FR Doc.72-17393 Filed 10-11-72;8:45 am]

### MID AMERICA BANCORPORATION, INC.

#### Acquisition of Bank

Mid America Bancorporation, St. Paul, Minn., has applied for the Board's approval under section 3(a)(3) of the Bank Holding Company Act (12 U.S.C. 1842(a)(3)) to acquire 90 percent or more of the voting shares of Hillcrest State Bank of St. Paul, St. Paul, Minn. The factors that are considered in acting on the application are set forth in section 3(c) of the Act (12 U.S.C. 1842(c)).

The application may be inspected at the office of the Board of Governors or at the Federal Reserve Bank of Minneapolis. Any person wishing to comment on the application should submit his views in writing to the Secretary, Board of Governors of the Federal Reserve System, Washington, D.C. 20551, to be received not later than October 30, 1972.

Board of Governors of the Federal Reserve System, October 3, 1972.

[SEAL] **MICHAEL A. GREENSPAN,**  
*Assistant Secretary of the Board.*  
[FR Doc.72-17389 Filed 10-11-72;8:45 am]

### NORTH AMERICAN MORTGAGE CORP.

#### Acquisition of Bank

North American Mortgage Corp., St. Petersburg, Fla., has applied for the Board's approval under section 3(a)(3) of the Bank Holding Company Act (12 U.S.C. 1842(a)(3)) to acquire 27.1 percent or more of the voting shares of The American Bank, St. Petersburg, Fla. The factors that are considered in acting on the application are set forth in section 3(c) of the Act (12 U.S.C. 1842(c)).

The application may be inspected at the office of the Board of Governors or at the Federal Reserve Bank of Atlanta. Any person wishing to comment on the application should submit his views in writing to the Secretary, Board of Governors of the Federal Reserve System, Washington, D.C. 20551, to be received not later than November 1, 1972.

Board of Governors of the Federal Reserve System, October 5, 1972.

[SEAL] **MICHAEL A. GREENSPAN,**  
*Assistant Secretary of the Board.*  
[FR Doc.72-17395 Filed 10-11-72;8:45 am]

<sup>3</sup> Voting for this action: Chairman Burns and Governors Mitchell, Daane, Brimner, and Sheehan. Absent and not voting: Governors Robertson and Bucher.

### NORTHWEST BANCORP.

#### Acquisition of Bank

Northwest Bancorp., Minneapolis, Minn., has applied for the Board's approval under section 3(a)(3) of the Bank Holding Company Act (12 U.S.C. 1842(a)(3)) to acquire not less than 90 percent of the voting shares of Bettendorf Bank and Trust Co., Bettendorf, Iowa. The factors that are considered in acting on the application are set forth in section 3(c) of the Act (12 U.S.C. 1842(c)).

The application may be inspected at the office of the Board of Governors or at the Federal Reserve Bank of Minneapolis. Any person wishing to comment on the application should submit his views in writing to the Secretary, Board of Governors of the Federal Reserve System, Washington, D.C. 20551, to be received not later than November 1, 1972.

Board of Governors of the Federal Reserve System, October 5, 1972.

[SEAL] **MICHAEL A. GREENSPAN,**  
*Assistant Secretary of the Board.*  
[FR Doc.72-17387 Filed 10-11-72;8:45 am]

### THIRD NATIONAL CORP.

#### Acquisition of Bank

Third National Corp., Nashville, Tenn., has applied for the Board's approval under section 3(a)(3) of the Bank Holding Company Act (12 U.S.C. 1842(a)(3)) to acquire 100 percent of the voting shares of the successor by merger to Merchants Bank, Cleveland, Tenn. The factors that are considered in acting on the application are set forth in section 3(c) of the Act (12 U.S.C. 1842(c)).

The application may be inspected at the office of the Board of Governors or at the Federal Reserve Bank of Atlanta. Any person wishing to comment on the application should submit his views in writing to the Secretary, Board of Governors of the Federal Reserve System, Washington, D.C. 20551, to be received not later than October 30, 1972.

Board of Governors of the Federal Reserve System, October 3, 1972.

[SEAL] **MICHAEL A. GREENSPAN,**  
*Assistant Secretary of the Board.*  
[FR Doc.72-17390 Filed 10-11-72;8:45 am]

### NATIONAL LABOR RELATIONS BOARD

#### STATEMENT OF ORGANIZATION AND FUNCTIONS

#### Technical Amendment

On August 19, 1972, the Civil Service Commission published in the *FEDERAL REGISTER* (37 F.R. 16787) a rule changing the title of hearing examiner, as used in

5 C.F.R., Part 930, Subpart B, to administrative law judge. The National Labor Relations Board, in order to conform its Statement of Organization and Functions (32 F.R. 9588, as amended at 37 F.R. 15956) to that change in title, hereby, in conformance with the requirements of Public Law 90-23, 5 U.S.C. (a) (1) (A), makes changes in its previously published Statement of Organization and Functions as follows: (1) wherever the term "trial examiner" appears the term "administrative law judge" is substituted therefor; (2) wherever the term "trial examiners" appears the term "administrative law judges" is substituted therefor; and (3) wherever the term "division of trial examiners" appears the term "division of judges" is substituted therefor.

These changes are effective as of August 19, 1972.

Dated, Washington, D.C., October 5, 1972.

By direction of the Board.

JOHN C. TRUESDALE,  
Executive Secretary.

[FR Doc. 72-17436 Filed 10-11-72; 8:50 am]

## OFFICE OF ECONOMIC OPPORTUNITY

### NATIONAL PRIVATE RESOURCES ADVISORY COMMITTEE

#### Notice of Open Meeting

Notice is hereby given, pursuant to Executive Order 11671, that the next meeting of the National Private Resources Advisory Committee will be held on October 11 and 12, 1972, at 9 a.m., at 1200 19th Street NW., Washington, D.C. 20506.

The committee was established to advise the OEO Director on matters of national OEO policy as it relates to the mobilization of resources from the private sector community, for poverty related programs.

The proposed agenda includes presentations by OEO grantees and OEO staff personnel to the five subcommittees on Community Development, Economic Development, Health, Housing, and Human Resources.

Names of committee members and other information may be obtained from N. Tilt Kurtz, Executive Director, National Private Resources Advisory Committee, Office of Economic Opportunity, 1200 19th Street NW. (B-822), Washington, DC 20506.

WESLEY L. HJORNEVIK,  
Deputy Director.

[FR Doc. 72-17385 Filed 10-11-72; 8:47 am]

## SMALL BUSINESS ADMINISTRATION

[MESBIC License Application No. 03/03-5114]

### MODEDCO INVESTMENT CO.

#### Notice of Application for a License as a Minority Enterprise Small Business Investment Company

An application for a license to operate as a minority enterprise small business investment company (MESBIC) under the provisions of the Small Business Investment Act of 1958, as amended (15 U.S.C. 661 et seq.), has been filed by MODEDCO Investment Co. (applicant) with the Small Business Administration (SBA) pursuant to § 107.102 of the SBA rules and regulations governing small business investment companies (13 CFR § 107.102 (1972)).

The officers and directors of the applicant are as follows:

Thomas H. Countee, Jr., President, General Manager, 2100 Washington Avenue, No. 9D, Silver Spring, MD 20910.

Wyatt Dougherty, Vice President, Director, 1422 Ninth Street, NW., Washington, DC 20001.

Willie Leftwich, Secretary-Treasurer, Director, 1732 Shepherd Street NW., Washington, DC 20011.

Walter J. Archev, Director, 7823 12th Street NW., Washington, DC 20012.

The applicant, a District of Columbia corporation, with its principal place of business located at 1325 Massachusetts Avenue NW., Suite 110, Washington, D.C. 20005, will begin operations with \$1,150,000 of paid-in capital, consisting of 1,000 shares of common stock. The issued and outstanding stock will be owned by Model Cities Economic Development Corporation (78.3 percent), a nonprofit corporation located at 1325 Massachusetts Avenue NW., Suite 110, Washington, DC 20005, receiving its principal funding from the District of Columbia Model Cities Program, and Cooperative Assistance Fund, a nonprofit corporation located at 1325 Massachusetts Avenue NW., Suite 303, Washington, DC 20005, receiving its principal funding from private foundations and charitable organizations.

Applicant will not concentrate its investments in any particular industry. According to the company's stated investment policy, its investments will be made solely in small business concerns which will contribute to a well-balanced national economy by facilitating ownership in such concerns by persons whose participation in the free enterprise system is hampered because of social or economic disadvantages.

Matters involved in SBA's consideration of the applicant include the general business reputation and character of the proposed owners and management, and the probability of successful operation of

the applicant under their management, including adequate profitability and financial soundness, in accordance with the Small Business Investment Act and the SBA rules and regulations.

Any person may, not later than 15 days from the date of publication of this notice, submit to SBA written comments on the proposed MESBIC. Any such communication should be addressed to the Associate Administrator for Operations and Investment, Small Business Administration, 1441 L Street NW., Washington, DC 20416.

A copy of this notice shall be published in a newspaper of general circulation in Washington, D.C.

Dated: October 6, 1972.

ANTHONY G. CHASE,  
Deputy Administrator.

[FR Doc. 72-17475 Filed 10-11-72; 8:54 am]

## INTERSTATE COMMERCE COMMISSION

[Notice 95]

### ASSIGNMENT OF HEARINGS

OCTOBER 6, 1972.

Cases assigned for hearing, postponement, cancellation or oral argument appear below and will be published only once. This list contains prospective assignments only and does not include cases previously assigned hearing dates. The hearings will be on the issues as presently reflected in the Official Docket of the Commission. An attempt will be made to publish notices of cancellation of hearings as promptly as possible, but interested parties should take appropriate steps to insure that they are notified of cancellation or postponements of hearings in which they are interested. No Amendments will be entertained after the date of this publication.

MC 121499 Sub 4, William Hayes Lines, Inc., now assigned October 16, 1972, at Nashville, Tenn., is postponed indefinitely.  
MC 123048 Sub 219, Diamond Transportation System, Inc., now assigned November 6, 1972, at Chicago, Ill., is postponed indefinitely.

MC 119767 Subs 287 and 292, Beaver Transport Co., now being assigned hearing November 6, 1972 (2 days), at Chicago, Ill., in a hearing room to be later designated.

MC 55889 Sub 40, Cooper Transfer Co., Inc., now being assigned January 15, 1972 (2 weeks), at Jacksonville, Fla., in the Quality Heart of Jacksonville Motel, 901 Main Street.

MC 134776 Sub 20, Milton Trucking, Inc., now being assigned hearing November 16, 1972, at the Office of the Interstate Commerce Commission, Washington, D.C.

## NOTICES

MC 10223 Sub 4, Robert E. Mack, Sophie R. Mack, Estelle M. Funk, Carol Brown and Theresa R. Molloy, doing business as Mack Transportation Co., MC 105809 Sub 13, Mack Transportation Co. Extension-Hardware now being assigned hearing November 30, 1972, at the Offices of the Interstate Commerce Commission, Washington, D.C.

MC 116133 Sub 8, Pollard Delivery Service, Inc., continued to November 9, 1972, at the Offices of the Interstate Commerce Commission, Washington, D.C.

MC 135425 Sub 5, Cycles Ltd., now being assigned hearing November 16, 1972, at The Offices of the Interstate Commerce Commission, Washington, D.C.

MC 119632 Sub 54, Reed Lines, Inc., now being assigned January 8, 1973 (1 day), at Columbus, Ohio, in a hearing room to be later designated.

MC 29886 Sub 282, Dallas & Mavis Forwarding Co., Inc., now being assigned January 9, 1973 (1 day), at Columbus, Ohio, in a hearing room to be later designated.

MC 105566 Sub 53, Sam Tanksley Trucking, Inc., Extension—Bananas, now being assigned January 10, 1973 (3 days), at Columbus, Ohio, in a hearing room to be later designated.

MC 114019 Sub 199, Midwest Emery Freight System, Inc., Extension—Meats, now being assigned January 15, 1973 (1 week), at Columbus, Ohio, in a hearing room to be later designated.

MC-C-4201, Midwest Emery Freight System, Inc., investigation and revocation of certificates, now assigned November 6, 1972, at Columbus, Ohio, is postponed to January 15, 1973, at Columbus, Ohio, in a hearing room to be later designated.

[SEAL] ROBERT L. OSWALD,  
Secretary.

[FR Doc. 72-17420 Filed 10-11-72; 8:50 am]

[Notice 27]

## MOTOR CARRIER ALTERNATE ROUTE DEVIATION NOTICES

OCTOBER 6, 1972.

The following letter-notices of proposals (except as otherwise specifically noted, each applicant states that there will be no significant effect on the quality of the human environment resulting from approval of its application), to operate over deviation routes for operating convenience only have been filed with the Interstate Commerce Commission under the Commission's Revised Deviation Rules—Motor Carriers of Passengers, 1969 (49 CFR 1042.2(c)(9)) and notice thereof to all interested persons is hereby given as provided in such rules (49 CFR 1042.2(c)(9)).

Protests against the use of any proposed deviation route herein described may be filed with the Interstate Commerce Commission in the manner and form provided in such rules (49 CFR 1042.2(c)(9)) at any time, but will not operate to stay commencement of the proposed operations unless filed within 30 days from the date of publication.

Successively filed letter-notices of the same carrier under the Commission's Revised Deviation Rules—Motor Carriers of Property, 1969, will be numbered consecutively for convenience in identifi-

cation and protests, if any, should refer to such letter-notices by number.

### MOTOR CARRIERS OF PASSENGERS

No. MC-1515 (Deviation No. 627) (Cancels Deviation No. 565), GREYHOUND LINES, INC. (Eastern Division), 1400 West Third Street, Cleveland, Ohio 44113, filed September 25, 1972. Carrier proposes to operate as a *common carrier*, by motor vehicle, of *passengers and their baggage*, and *express and newspapers* in the same vehicle with passengers, over a deviation route as follows: From junction Interstate Highway 65 and U.S. Highway 62, northeast of Elizabethtown, Ky., over Interstate Highway 65 to Nashville, Tenn., with the following access routes: (1) from Elizabethtown, Ky., over U.S. Highway 62 to junction Interstate Highway 65, (2) from Elizabethtown, Ky., over U.S. Highway 31-W to junction Interstate Highway 65, (3) from Horse Cave, Ky., over unnumbered highway to junction Interstate Highway 65, (4) from Cave City, Ky., over unnumbered highway to junction Interstate Highway 65, (5) from junction of access highway and U.S. Highway 31-W northeast of Bowling Green, Ky., over access highway to junction Interstate Highway 65, and (6) from Bowling Green, Ky., over U.S. Highway 231 to junction Interstate Highway 65, and return over the same route, for operating convenience only. The notice indicates that the carrier is presently authorized to transport passengers and the same property, over pertinent service routes as follows: (1) from Huntington, W. Va., over U.S. Highway 60 to Louisville, Ky., thence over U.S. Highway 31-W via West Point, Ky., to Tip Top, Ky., (2) from Tip Top, Ky., over U.S. Highway 31-W to Goodlettsville, Tenn., (3) from Evansville, Ind., over U.S. Highway 41 via Hopkinsville, Ky., and Springfield and Goodlettsville, Tenn., to Nashville, Tenn., and (4) from Elizabethtown, Ky., over the toll road extending through Shepardsville and Lebanon Junction, Ky., to be designated as the Kentucky Turnpike, to Louisville, Ky., and return over the same routes.

No. MC-1515 (Deviation No. 628) (Cancels Deviations Nos. 357 and 415), GREYHOUND LINES, INC. (Eastern Division), 1400 West Third Street, Cleveland, Ohio 44113, filed September 25, 1972. Carrier proposes to operate as a *common carrier*, by motor vehicle, of *passengers and their baggage*, and *express and newspapers* in the same vehicle with passengers, over a deviation route as follows: Between Nashville, Tenn., and Knoxville, Tenn., over Interstate Highway 40, with the following access routes: (1) from Crossville, Tenn., over U.S. Highway 127 to junction Interstate Highway 40, (2) from Rockwood, Tenn., over Tennessee Highway 61 to junction Interstate Highway 40, (3) from Sparta, Tenn., over Tennessee Highway 42 to junction Interstate Highway 40, and (4) from Kingston, Tenn., over Tennessee Highway 58 to junction Interstate Highway 40, and return over the same routes, for operating convenience only. The no-

tice indicates that the carrier is presently authorized to transport passengers and the same property over pertinent service routes as follows: (1) from Nashville, Tenn., over U.S. Highway 41 to Murfreesboro, Tenn., thence over U.S. Highway 70-S to Sparta, Tenn., thence over U.S. Highway 70 to Knoxville, Tenn., and (2) from Nashville, Tenn., over U.S. Highway 70 to junction Tennessee Highway 26 at Lebanon, Tenn., thence over Tennessee Highway 26 to Sparta, Tenn., and return over the same routes.

By the Commission.

[SEAL] ROBERT L. OSWALD,  
Secretary.

[FR Doc. 72-17416 Filed 10-11-72; 8:49 am]

[Notice 82]

## MOTOR CARRIER APPLICATIONS AND CERTAIN OTHER PROCEEDINGS

OCTOBER 6, 1972.

The following publications<sup>1</sup> are governed by the new Special Rule 1100.247 of the Commission's rules of practice, published in the *FEDERAL REGISTER*, issue of December 3, 1963, which became effective January 1, 1964.

The publications hereinafter set forth reflect the scope of the applications as filed by applicant, and may include descriptions, restrictions, or limitations which are not in a form acceptable to the Commission. Authority which ultimately may be granted as a result of the applications here noticed will not necessarily reflect the phraseology set forth in the application as filed, but also will eliminate any restrictions which are not acceptable to the Commission.

No. MC 1515 (Sub-No. 176) (Republication), filed March 23, 1972, published in the *FEDERAL REGISTER* issue of April 27, 1972, and republished this issue. Applicant: GREYHOUND LINES, INC., 1400 West Third Street, Cleveland, OH 44113. Applicant's representative: Barrett Elkins (same address as applicant). An order of the Commission, Operating Rights Board, dated September 8, 1972, and served September 28, 1972, finds that the present and future public convenience and necessity require operation by applicant, in interstate or foreign commerce, as a *common carrier* by motor vehicle of (a) regular route: Passengers and their baggage, and express and newspapers in the same vehicle with passengers, between Cincinnati, Ohio, and Richmond, Ind., serving all intermediate points. From Cincinnati over U.S. Highway 127 to Hamilton, Ohio, thence over Ohio Highway 129 to Millville, Ohio, thence over U.S. Highway 27 to Richmond, and return over the same route. (b) Alternate routes, for operating convenience only: Passengers and

<sup>1</sup> Except as otherwise specifically noted, each applicant (on applications filed after March 27, 1972) states that there will be no significant effect on the quality of the human environment resulting from approval of its application.

their baggage, and express and newspaper in the same vehicles with passengers, (1) between junction U.S. Highway 1 and Maine Highway 109 and Interchange No. 2 of the Maine Turnpike, over Maine Highway 109, serving no intermediate points, (2) between junction U.S. Highway 1 and Maine Highway 35 and Interchange No. 3 of the Maine Turnpike, over Maine Highway 35, serving no intermediate points, (3) between junction U.S. Highway 1 and Maine Highway 111 and Interchange No. 4 of the Maine Turnpike, over Maine Highway 111, serving no intermediate points.

(4) Between junction Interstate Highway 270 and Interstate Highway 71 south of Columbus, Ohio, and junction Interstate Highway 270 and U.S. Highway 62 south of Columbus, Ohio, over Interstate Highway 270, serving no intermediate points, and serving the termini for purposes of joinder only. (5) Between junction Interstate Highway 270 and U.S. Highway 62 south of Columbus, Ohio, and junction Interstate Highway 270 and U.S. Highway 40 west of Columbus, Ohio, over Interstate Highway 270, serving no intermediate points, and serving the termini for purposes of joinder only. (6) Between junction Interstate Highway 270 and U.S. Highway 40 west of Columbus, Ohio, and junction Interstate Highway 270 and Interstate Highway 70 west of Columbus, Ohio, over Interstate Highway 270, serving no intermediate points, and serving the termini for purposes of joinder only. (7) Between junction Interstate Highway 270 and Interstate Highway 70 west of Columbus, Ohio, and junction Interstate Highway 270 and U.S. Highway 23 north of Columbus, Ohio, over Interstate Highway 270, serving no intermediate points, and serving the termini for purposes of joinder only. (8) Between junction Interstate Highway 270 and U.S. Highway 23 north of Columbus, Ohio, and junction Interstate Highway 270 and Interstate Highway 71 north of Columbus, Ohio, over Interstate Highway 270, serving no intermediate points, and serving the termini for purposes of joinder only. (9) Between junction Interstate Highway 270 and Interstate Highway 71 north of Columbus, Ohio, and junction Interstate Highway 270 and Ohio Highway 3 north of Columbus, Ohio, over Interstate Highway 270, serving no intermediate points, and serving the termini for purposes of joinder only. (10) Between junction Interstate Highway 270 and Ohio Highway 3 north of Columbus, Ohio, and junction Interstate Highway 270 and U.S. Highway 62 east of Columbus, Ohio, over Interstate Highway 270, serving no intermediate points, and serving the termini for purposes of joinder only. (11) Between junction Interstate Highway 270 and U.S. Highway 62 east of Columbus, Ohio, and junction Interstate Highway 270 and U.S. Highway 40 east of Columbus, Ohio, over Interstate Highway 270, serving no intermediate points, and serving the termini for purposes of joinder only.

(12) Between junction Interstate Highway 270 and U.S. Highway 40 east of Columbus, Ohio, and junction Interstate Highway 270 and Interstate Highway 70 east of Columbus, Ohio, over Interstate Highway 270, serving no intermediate points, and serving the termini for purposes of joinder only. (13) Between junction Interstate Highway 270 and Interstate Highway 70 east of Columbus, Ohio, and junction Interstate Highway 270 and U.S. Highway 23 south of Columbus, Ohio, over Interstate Highway 270, serving no intermediate points, and serving the termini for purposes of joinder only. (14) Between junction Interstate Highway 270 and U.S. Highway 23 south of Columbus, Ohio, and junction Interstate Highway 270 and Interstate Highway 71 south of Columbus, Ohio, over Interstate Highway 270, serving no intermediate points, and serving the termini for purposes of joinder only, and (c) irregular routes: Passengers and their baggage, in one-way and round-trip charter operations, from points in Hamilton and Butler Counties, Ohio, and Union and Wayne Counties, Ind., to points in the United States (including Alaska, but excluding Hawaii), and return. The authority granted in (c) above shall not be severable, by sale or otherwise, from the regular-route authority granted in (a) above, that applicant is fit, willing, and able properly to perform such service and to conform to the requirements of the Interstate Commerce Act and the Commission's rules and regulations thereunder. Because it is possible that other parties, who have relied upon the notice of the application as published, may have an interest in and would be prejudiced by lack of proper notice of the authority described in the findings in this order, a notice of the authority actually granted will be published in the *FEDERAL REGISTER* and issuance of a certificate in this proceeding will be withheld for a period of 30 days from the date of such publication, during which period any proper party in interest may file an appropriate petition seeking leave to intervene in this proceeding setting forth in detail the precise manner in which it has been so prejudiced.

No. MC 108207 (Sub-No. 338) (Republication), filed November 8, 1971, published in the *FEDERAL REGISTER* issue of December 9, 1971, and republished this issue. Applicant: FROZEN FOOD EXPRESS, a corporation, 318 Cadiz Street, Post Office Box 5888, Dallas, TX 75222. Applicant's representative: J. B. Ham (same address as applicant). An order of the Commission, Review Board No. 3, dated September 22, 1972, and served October 2, 1972, finds that the present and future public convenience and necessity require operation by applicant, in interstate and foreign commerce, as a common carrier, by motor vehicle, over irregular routes, of candy, in vehicles equipped with mechanical refrigeration, from Memphis, Tenn., to points in Arkansas, Louisiana, Missouri, and

Texas, restricted to the transportation of shipments originating at the facilities of Standard Candy Co. at Nashville, Tenn.; that applicant is fit, willing, and able properly to perform such service and to conform to the requirements of the Interstate Commerce Act and the Commission's rules and regulations thereunder; that a notice of the authority actually granted herein should be published in the *FEDERAL REGISTER* and issuance of a certificate in the proceeding shall be withheld for a period of 30 days from the date of such publication, during which time any proper party in interest who would be prejudiced by the lack of proper notice of the actual origin of the traffic involved herein, may file an appropriate petition for intervening or other relief, setting forth in detail the precise manner in which it has been so prejudiced.

No. MC 114211 (Sub-No. 159) (Republication), filed August 16, 1971, published in the *FEDERAL REGISTER* issue of September 30, 1971, and republished this issue. Applicant: WARREN TRANSPORT, INC., 324 Manhard Street, Post Office Box 420, Waterloo, IA 50704. Applicant's representative: Charles W. Singer, Suite 1625, 33 North Dearborn, Chicago, IL 60602. An order on further processing of the Commission, Review Board No. 2, dated September 21, 1972, and served October 2, 1972, finds that the present and future public convenience and necessity require operation by applicant, in interstate or foreign commerce, as a common carrier by motor vehicle, over irregular routes, of metallic aggregates, chemicals, expansion joints, curing compounds, and road blankets from Buffalo, N.Y., to points in Iowa, Minnesota, North Dakota, South Dakota, and Wisconsin; that applicant is fit, willing, and able properly to perform such service and to conform to the requirements of the Interstate Commerce Act and the Commission's rules and regulations thereunder. Because it is possible that other parties who have relied upon the notice of the application as published, may have an interest in and would be prejudiced by the lack of proper notice of the authority described in the findings herein, a corrected notice of the authority actually granted will be republished in the *FEDERAL REGISTER* and issuance of a certificate herein will be withheld for a period of 30 days from the date of such republication, during which period any proper party in interest may file an appropriate petition showing how it has been prejudiced by a lack of proper notice of the authority actually granted herein.

No. MC 116947 (Sub-No. 22) (Republication), filed August 19, 1971, published in the *FEDERAL REGISTER* issue of October 7, 1971, and republished this issue. Applicant: HUGH H. SCOTT, doing business as SCOTT TRANSFER CO., 920 Ashby Street SW, Atlanta, GA 30310. Applicant's representative: William Adams, Suite 527, 1776 Peachtree Street NW, Atlanta, GA 30309. An order of the Commission, Review Board No. 3, dated

## NOTICES

September 22, 1972, and served October 3, 1972, finds that operation by applicant, in interstate or foreign commerce, as a contract carrier by motor vehicle, over irregular routes, of metal containers, and equipment, materials, and supplies used in the manufacture, sale, and distribution of metal containers and metal container ends, between the facilities of National Can Corp. at Madisonville, Ky., on the one hand, and, on the other, points in Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Kansas, Missouri, Oklahoma, and Texas, under a continuing contract or contracts with National Can Corporation, of Chicago, Ill., will be consistent with the public interest and the national transportation policy; that applicant is fit, willing, and able properly to perform such service and to conform to the requirements of the Interstate Commerce Act and the Commission's rules and regulations thereunder. Because it is possible that other parties, who have relied upon the notice of the application as published, may have an interest in and would be prejudiced by the lack of proper notice of the authority described below, a notice of the authority actually granted will be published in the *FEDERAL REGISTER* and the issuance of a permit in this proceeding will be withheld for a period of 30 days from the date of such publication, during which period any proper party in interest may file an appropriate petition for intervention or other relief in this proceeding setting forth in detail the precise manner in which it has been so prejudiced.

No. MC 135389 (Sub-No. 4) (Republication), filed August 16, 1971, published in the *FEDERAL REGISTER* issue of September 30, 1971, and republished this issue. Applicant: ELNICK WAREHOUSING AND TRUCKING, INC., 85 Bishop Street, Jersey City, NJ 07304. Applicant's representative: Morton E. Kiel, 140 Cedar Street, New York, NY 10006. A report of the Commission, Review Board No. 2, decided September 18, 1972, and served September 29, 1972, finds that operation by applicant, in interstate or foreign commerce, as a contract carrier by motor vehicle, over irregular routes, of expanded plastic foam insulating material, except in bulk, from Linden, N.J., to points in New York, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, Pennsylvania, West Virginia, Virginia, Vermont, Rhode Island, and the District of Columbia, under a continuing contract or contracts with Apache Foam Products, Division of Millmaster Onyx Corp., will be consistent with the public interest and the national transportation policy; that applicant is fit, willing, and able properly to perform such service and to conform to the requirements of the Interstate Commerce Act and the Commission's rules and regulations thereunder. Because it is possible that other parties, who have relied upon the application as published, may have an interest in and would be prejudiced by the lack of proper notice of the authority

described in the findings below, a notice of the authority actually granted will be published in the *FEDERAL REGISTER* and grant of a permit in this proceeding will be withheld for 30 days from the date of such publication, during which period any proper party in interest may file an appropriate petition for leave to intervene in this proceeding setting forth in detail the precise manner in which it has been so prejudiced.

## NOTICES FOR FILING OF PETITIONS

No. MC-8948, filed August 30, 1972 (Notice of filing of petition for interpretation, or in the alternative, for modification of certificates). Petitioner: WESTERN GILLETTE, INC., 2550 East 28th Street, Los Angeles, CA 90058. Petitioner's representative: R. Y. Schureman, 1545 Wilshire Boulevard, Los Angeles, CA 90017. Petitioner holds certificates in No. MC-8948, issued July 29, 1965, and No. MC-8948 (Sub-No. 55), issued May 13, 1971, authorizing operations as a common carrier by motor vehicle, over regular and irregular routes, in the transportation among other things of general commodities, except classes A and B explosives (other than explosives, incendiary, gas, smoke, or tear producing ammunition). By the instant petition, petitioner requests determination that said commodity description authorizes it to transport manufactured ingredients or component parts of ammunition, or, in the alternative, to modify the described portions of the above certificates to read as follows: "Except classes A and B explosives (other than explosives, incendiary, gas, smoke, or tear producing ammunition, or manufactured ingredients and component parts of ammunition)." Any person or persons desiring to participate may file an original and six copies of his written representations, views, or arguments in support of or against the petition within 30 days from the date of publication in the *FEDERAL REGISTER*.

No. MC-8948 (Sub-No. 68), filed August 4, 1972 (Notice of Filing of petition for modification of certificate). Petitioner: WESTERN GILLETTE, INC., 2550 East 28th Street, Los Angeles, CA 90058. Petitioner's representative: R. Y. Schureman, 1545 Wilshire Boulevard, Los Angeles, CA 90017. Petitioner holds a certificate in No. MC-8948 (Sub-No. 68), issued March 2, 1967, authorizing, as pertinent herein, the transportation of general commodities, except those of unusual value, classes A and B explosives, livestock, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment, between San Bernardino, Calif., and Oklahoma City, Okla., from San Bernardino over U.S. Highway 66 (now Interstate Highway 15) to junction U.S. Highway 66 (now Interstate Highway 40) to Oklahoma City and return over the same routes, serving no intermediate points, in connection with carrier's authorized regular route operations, as an alternate route for operating convenience only. Desert Express (which was acquired by applicant in No. MC-F-10193), holds a

certificate in No. MC-110147, issued April 29, 1971, authorizing, as pertinent herein, the transportation of general commodities, except those of unusual value, classes A and B explosives, household goods as defined by the Commission, commodities in bulk, commodities requiring special equipment, and livestock, between Bakersfield, Calif., and the junction of Interstate Highways 15 and 40 immediately east of Barstow, which route consists of California Highway 58 (formerly U.S. Highway 466), from Bakersfield to Yermo, Calif., serving the intermediate point of junction U.S. Highway 15 (formerly U.S. Highway 91), thence from said intermediate point over Interstate Highway 15 (formerly known as U.S. Highway 91) to junction Interstate Highway 40. Petitioner avers that the California Division of Highways has projected the relocation of California Highway 58, at superhighway standard, between Bakersfield and its junction with Interstate Highway 15 at or immediately west of Barstow. By the instant petition, petitioner seeks to modify its certificate in No. MC-8948 (Sub-No. 68) so as to authorize service at the junction of U.S. Highways 15 and 40, and at the proposed junction of California Highway 58 and Interstate Highway 15. It seeks to modify its certificate to read as follows: "between San Bernardino, Calif., and Oklahoma City, Okla., in connection with carrier's authorized regular route operations, serving no intermediate points, but serving the junction of Interstate Highway 40 (formerly U.S. Highway 66), and Interstate Highway 15 (formerly U.S. Highway 91), and the junction of California Highway 58 (formerly U.S. Highway 466), and Interstate Highway 15 for purposes of joinder only." Any person or persons desiring to participate may file an original and six copies of his written representations, views, or arguments in support of or against the petition within 30 days from the date of publication in the *FEDERAL REGISTER*.

## APPLICATION FOR CERTIFICATES OR PERMITS WHICH ARE TO BE PROCESSED CONCURRENTLY WITH APPLICATIONS UNDER SECTION 5 GOVERNED BY SPECIAL RULE 240 TO THE EXTENT APPLICABLE

No. MC 121060 (Sub-No. 23), filed September 15, 1972. Applicant: ARROW TRUCK LINES, INC., 1220 West Third Street, Post Office Box 5568, Birmingham, AL 35207. Applicant's representative: William P. Jackson, Jr., 919 18th Street NW, Washington, DC 20006. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) Lime between Demopolis, Newala, Siluria and Saginaw, Ala.; (2) Cottonseed meal and hulls and cotton seed between Selma and Demopolis, Ala.; (3) Syrup, fertilizer, farm machinery and pickles between Montgomery and Demopolis, Ala.; and (4) General commodities (except commodities in bulk, Classes A and B explosives and household goods as defined by the Commission) between Mobile and Demopolis, Ala. NOTE: Applicant states that the requested authority will be tacked

with its existing authority at Demopolis, Ala. Applicant also indicates that duplicating authority may be involved under certificate No. MC 121060 (Sub-No. 8). The instant application is a matter directly related to MC-F 11665 published in the *FEDERAL REGISTER* issue of September 27, 1972. If a hearing is deemed necessary, applicant requests it be held at Birmingham or Montgomery, Ala.

APPLICATIONS UNDER SECTIONS 5 AND 210a(b)

The following applications are governed by the Interstate Commerce Commission's special rules governing notice of filing of applications by motor carriers of property or passengers under sections 5(a) and 210a(b) of the Interstate Commerce Act and certain other proceedings with respect thereto. (49 CFR 1.240).

MOTOR CARRIERS OF PROPERTY

No. MC-F-11673. Authority sought for purchase by RELIANCE TRUCK COMPANY, 2500 North 24th Avenue, Phoenix, AZ 85009, of the operating rights and property of DAIGH & STEWART TRUCK CO., 3223 Brittan Road, Bakersfield, CA 93302, and for acquisition by CECIL A. PELOTS also of Phoenix, Ariz. 85009, of control of such rights and property through the purchase. Applicants' attorneys: A. Michael Bernstein, 1327 United Bank Building, Phoenix, Ariz. 85012, and Phil Jacobson, 510 West Sixth Street, Los Angeles, CA 90014. Operating rights sought to be transferred: *Machinery, materials, supplies, and equipment*, incidental to, or used in, the construction, development, operation, and maintenance of facilities for the discovery, development, and production of natural gas and petroleum, as a *common carrier* over irregular routes, between points in Kern, King, Los Angeles, and San Joaquin Counties, Calif.; and under a certificate of registration in Docket No. MC-70011 (Sub-No. 5), covering the transportation of property, as a *common carrier*, in interstate commerce, within the State of California. Vendee is authorized to operate as a *common carrier* in Arizona, California, and Nevada. Application has not been filed for temporary authority under section 210a(b). Note: MC-54567 (Sub-No. 12), is a matter directly related.

No. MC-F-11674. Authority sought for control by TERMINAL TRANSPORT COMPANY, INC., 248 Chester Avenue SE, Atlanta, GA 30316, of C.A.B.Y. TRANSPORTATION COMPANY, 3200 Hamilton Avenue, Cleveland, OH 44114, and for acquisition by AMERICAN COMMERCIAL LINES, INC., Box 13244, Houston, TX 77019, and in turn by TEXAS GAS TRANSMISSION CORPORATION, 3800 Frederica Street, Post Office Box 1160, Owensboro, KY 42301, of control of C.A.B.Y. TRANSPORTATION COMPANY, through the acquisition by TERMINAL TRANSPORT COMPANY, INC. Applicants' attorney: Harold H. Clokey, 414 The Equitable Building, Atlanta, Ga. 30303. Operating rights sought to be controlled: *General commodities*, excepting among others, dangerous ex-

plosives, livestock, household goods and commodities in bulk as a *common carrier* over regular routes between Cleveland, Ohio, and Rochester, N.Y., between Cleveland, and Youngstown, Ohio, between Rochester, N.Y., and Alton, Fairport, and Syracuse, N.Y., between Akron, and Mogadore, Ohio, between Buffalo, N.Y., and Erie, Pa. (as an alternate route for operating convenience only); *general commodities*, excepting among others, dangerous explosives, livestock, household goods, and commodities in bulk, over irregular routes, from Cleveland, Ohio, and points and places within 5 miles of Cleveland, to certain specified points and places in New York, between Buffalo, N.Y., on the one hand, and, on the other, points and places in New York within 15 miles of Buffalo; *canned or preserved foodstuffs*, from Rome, N.Y., and points and places in that part of New York on and west of New York Highway 14 from the Pennsylvania-New York State line to certain specified points in New York and Ohio; *toilet preparations*, from Newark, N.Y., to certain specified points in Ohio, and points and places within 5 miles of Cleveland; *canned or preserved foodstuffs*, minimum 10,000 pounds, from Medina, Ohio, to certain specified points and places in New York; *glass containers*, minimum 10,000 pounds, from Olean, N.Y., to certain specified points in Ohio; *cold pack and frozen foodstuffs*, from Rome, N.Y., and points and places in that part of New York on, west, and north of a line beginning at the Pennsylvania-New York State line and extending along New York Highway 14 to certain specified points in New York, and to Cleveland, Ohio. TERMINAL TRANSPORT COMPANY, INC., is authorized to operate as a *common carrier* in Kentucky, Illinois, Ohio, Georgia, Alabama, Indiana, Florida, Michigan, Tennessee, Mississippi, and Missouri. Application has been filed for temporary authority under section 210a(b).

No. MC-F-11675. Authority sought for control and merger by THUNDERBIRD FREIGHT LINES, INC., 1515 South 22d Avenue, Phoenix, AZ 85009, of the operating rights and property of OAKLEY TRANSFER & STORAGE COMPANY, 702 McKnight Avenue NW, Albuquerque, NM 87107, and for acquisition by ALLAN ARTHUR, JR., 261 Via Lido Nord, Newport Beach, CA 92600, HAROLD CHRISTOPHERSON, 4517 East Calle Tuberia, Phoenix, AZ 85018, and ED TOVREA, 6218 East Catalina, Scottsdale, AZ 85251, of control of such rights and property through the transaction. Applicants' attorney: Russell R. Sage, 421 King Street, Alexandria, VA 22304. Operating rights sought to be controlled and merged: *General commodities*, excepting among others, commodities in bulk, classes A and B explosives, and household goods, as a *common carrier* over irregular routes, between the Albuquerque, N. Mex., Airport, on the one hand, and, on the other, points in Bernalillo, McKinley, Valencia, Socorro, Guadalupe, San Miguel, Santa Fe, Taos, and Rio Arriba Counties, N. Mex., between the Albuquerque, N. Mex., Airport, and Los Alamos (Los Alamos County), N. Mex., with restrictions, and under certificates of registration, in Docket No. MC-129035 (Sub-No. 3) and (Sub-No. 4), covering the transportation of general commodities in interstate commerce, within New Mexico. THUNDERBIRD FREIGHT LINES, INC., is authorized to operate as a *common carrier* in Arizona, California, and New Mexico. Application has been filed for temporary authority under section 210a(b).

No. MC-F-11676. Authority sought for purchase by SHANAHAN'S EXPRESS, INC., 126 Prospect Street, Philadelphia, PA 19109, of the operating rights of PENNSYLVANIA TRANSFER COMPANY OF PHILADELPHIA, INC., 469 North American Street, Philadelphia, PA 19123, and for acquisition by JAMES J. SHANAHAN, SR., JAMES J. SHANAHAN, JR., and EMMA SHANAHAN, all of 126 Prospect Street, Philadelphia, PA 19109, of control of such rights through the purchase. Applicants' attorney: Raymond A. Thistle, Jr., Suite 1012, Four Penn Center Plaza, Philadelphia, PA 19103. Operating rights sought to be transferred: *General commodities*, with the usual exceptions, as a *common carrier* over regular routes, between Philadelphia, Pa., and Atlantic City, N.J.; *general commodities*, with the usual exceptions, over irregular routes, between points in the Philadelphia, Pa., Commercial Zone, as defined by the Commission in 17 M.C.C. 533; *X-ray equipment*, from Philadelphia, Pa., to Wilmington, Del.; *malt beverages*, from Philadelphia, Pa., to Wilmington, Del., and points in New Jersey; and return with *empty containers for malt beverages*; *building materials*, between Philadelphia, Pa., on the one hand, and, on the other, Wilmington, Del., and points in New Jersey within 15 miles of Philadelphia; *household goods* as defined in *Practices of Motor Common Carriers of Household Goods*, 17 M.C.C. 467, between points in that part of Cape May County, N.J., on and south of a line beginning at the Cumberland-Cape May County line and extending along New Jersey Highway 49 to certain specified points in New Jersey on the one hand, and, on the other, points in that part of Pennsylvania within 15 miles of City Hall, Philadelphia, Pa., between Hammonton, Atlantic City, and Ocean City, N.J., on the one hand, and, on the other, points in Delaware, Pennsylvania, Maryland, and the District of Columbia, and those in the New York, N.Y. Commercial Zone, as defined by the Commission in 1 M.C.C. 665. Vendee is authorized to operate as a *common carrier* in New Jersey and Pennsylvania. Application has been filed for temporary authority under section 210a(b).

No. MC-F-11678. Authority sought for purchase by GEORGIA HIGHWAY EXPRESS, INC., 2090 Jonesboro Road SE, Atlanta, GA 30315, of the operating rights of OHIO-KENTUCKY EXPRESS, INC., 1818 Freeman Avenue, Cincinnati, OH 45214, and for acquisition by H. D. WINSHIP, JR., also of Atlanta, Ga.

## NOTICES

30315, of control of such rights through the purchase. Applicants' attorney: Robert C. Dryden, 2090 Jonesboro Road SE, Atlanta, GA 30315. Operating rights sought to be transferred: *General commodities*, excepting among others, classes A and B explosives, household goods and commodities in bulk, as a *common carrier* over irregular routes, between points in the Cincinnati, Ohio Commercial Zone, as defined by the Commission. Vendee is authorized to operate as a *common carrier* in Tennessee, Georgia, Alabama, and Florida. Application has been filed for temporary authority under section 210a(b).

No. MC-F-11679. Authority sought for control by ET&WNC TRANSPORTATION COMPANY, 132 Legion Street, Johnson City, TN 37601, of RED LINE TRANSFER AND STORAGE COMPANY, INC., Box 856, Pine Bluff, AR 71601. Applicants' attorney: Russell R. Sage, Suite 301 Tavern Square, 421 King Street, Alexandria, VA 22314. Operating rights sought to be controlled: *General commodities*, excepting among others, classes A and B explosives, household goods and commodities in bulk, as a *common carrier* over regular routes, between Pine Bluff, Ark., and the Arkansas-Louisiana State line, between Lake Village, Ark., and Greenville, Miss., between junction U.S. Highways 65 and 165 at or near Dermott, and West Crossett, Ark., between Pine Bluff, and Warren, Ark., serving all intermediate points with restriction, between Pine Bluff, Ark., and Memphis, Tenn., between Pine Bluff, and the Pine Bluff Municipal Airport, Ark., serving no intermediate points, between Little Rock, and Pine Bluff, Ark., serving all intermediate points, and the off-route point of Baldwin, Ark., with restriction, between Pine Bluff, Ark., and the site of Lock and Dam No. 3 on the Arkansas River (near Swan Lake, Ark.), serving no intermediate points, between Pine Bluff, Ark., and the site of Lock and Dam No. 4 on the Arkansas River (near Swan Lake, Ark.), serving no intermediate points, between Pine Bluff, Ark., and West Monroe, La., serving Bastrop and Monroe, La., as intermediate points, and also serving Greenville, Miss., and points in that part of Arkansas bounded by a line beginning at Pine Bluff, Ark., and extending along the southeast bank of the Arkansas River to certain specified points in Mississippi and Arkansas, with restriction, between Eudora, Ark., and Mer Rouge, La., serving all intermediate points and all off-route points located within 10 miles of such highways and Pioneer and Epps, La., between junction U.S. Highway 65 and Louisiana Highway 2 and Lake Providence, La., serving all intermediate points and all off-route points located within 10 miles of such highway, serving Sterlington, La., as an off-route point in connection with carrier's authorized regular-route operations between Pine Bluff, Ark., and West Monroe, La., between Memphis, Tenn., and West Monroe, La., serving the intermediate point of Monroe, La., with restriction, between Pine Bluff, Ark., and Fort Worth, Tex., serving the inter-

mediate point of Dallas, Tex., with restriction; *seed, newsprint, paper, paper bags, and paper cups*, from Memphis, Tenn., to Altheimer, Ark.; *rice and rice products*, from Stuttgart, Ark., to Memphis, Tenn., serving no intermediate points; *general commodities*, excepting among others, classes A and B explosives, household goods and commodities in bulk, over irregular routes, between Little Rock, Ark., on the one hand, and, on the other, certain specified points in Arkansas, between Pine Bluff, Ark., and the site of the U.S. arsenal plant at Baldwin, Ark. (located approximately 7 miles north of Pine Bluff), on the one hand, and, on the other, points in the Arkansas destination territory specified immediately above, between Greenville, Miss., on the one hand, and, on the other, certain specified points in Arkansas, with restrictions; *meats, meat products, and meat byproducts, dairy products, and articles distributed by meatpacking houses*, as defined by the Commission in the appendix to the report in *Modification of Permits of Motor Contract Carriers of Packing House Products*, 46 M.C.C. 23, from Pine Bluff, Ark., to certain specified points in Arkansas, and return with *rejected shipments*; *soap, soap products, and lard substitutes*, from Pine Bluff, Ark., to certain specified points in Arkansas, with restriction. ET&WNC TRANSPORTATION COMPANY, is authorized to operate as a *common carrier* in Tennessee, North Carolina, South Carolina, Arkansas, Alabama, Mississippi, New York, New Jersey, Delaware, Maryland, Pennsylvania, Louisiana, and the District of Columbia. Application has not been filed for temporary authority under section 210a(b).

## MOTOR CARRIER PASSENGER

No. MC-F-11677. Authority sought for purchase by BRUSH HILL TRANSPORTATION COMPANY, 31 Milk Street, Boston, MA 02109, of a portion of the operating rights of UNION STREET RAILWAY COMPANY, 935 Purchase Street, New Bedford, MA 02740, and for acquisition by ALBERT A. ANZUONI, 112 Sandwich Street, Plymouth, MA 02360, GEORGE S. ANZUONI, 31 Milk Street, Boston, MA 02109, LAWRENCE A. ANZUONI, 109 Norfolk Street, Dorchester, MA 02124, JOHN F. ANZUONI, 36-38 Harbor Street, Lynn, MA 01901, and RICHARD W. ANZUONI, 851 Broadway, Revere, MA 02151, of control of such rights through the purchase. Applicants' attorneys: S. Harrison Kahn, 733 Investment Building, Washington, DC 20005, and Frank Daniels, 15 Court Square, Boston, MA 02108. Operating rights sought to be transferred: Passengers and their baggage, and express and newspapers in the same vehicle with passengers, as a *common carrier* over regular routes, between Brockton, and Boston, Mass., serving the intermediate point of Milton, Mass., between Brockton, Mass., and Providence, R.I., serving all intermediate points; (A) between Boston, and Lawrence, Mass., between Boston, Mass., and Rochester, N.H., serving all intermediate points, except that service at Plaistow, N.H., and Haverhill, Mass., and

intermediate points between Plaistow and Haverhill is restricted to traffic moving to or from points north of Plaistow or south of Haverhill between Quincy and Brockton, Mass., serving all intermediate points; (B) passengers and their baggage, during the season extending from the 23d day of May to the 15th day of September, inclusive, restricted to Sundays and holidays, between Lowell and Lawrence, Mass., serving all intermediate points; passengers and their baggage, during the racing seasons, between Lynn, Mass., and Salem, N.H., serving all intermediate points in Massachusetts; (C) passengers and their baggage, in the same vehicle with passengers, between Lowell and Boston, Mass., between Lawrence and North Andover, Mass., serving all intermediate points; passengers and their baggage, in the season extending from April 1, to December 15, both inclusive, of each year, between Malden and Lawrence, Mass., serving all intermediate points; (D) passengers and their baggage, restricted to traffic originating in the territory indicated, in charter operations, over irregular routes, from points in that part of Massachusetts east of line beginning at the Rhode Island-Massachusetts State line at a point 5 miles west of Attleboro, Mass., and extending in an easterly direction to certain specified points in Massachusetts, and except those points authorized under the regular routes specified under (B) herein, to points in New Hampshire and Rhode Island. Vendee is authorized to operate as a *common carrier* in all of the States in the United States (except Alaska and Hawaii). Application has been filed for temporary authority under section 210a(b).

## NOTICE

R. D. TIMPANY, trustee of the property of the Central Railroad Company of New Jersey has filed an application in Finance Docket No. 27145 with the Interstate Commerce Commission at Washington, D.C., seeking authority pursuant to section 3(5) of the Interstate Commerce Act, to use certain terminal facilities of the Penn Central Transportation Co. and Lehigh Valley Railroad Co., in and about Jersey City, N.J.

(1) The name and address of the applicant is Mr. R. D. Timpany, trustee, Central Railroad Co. of New Jersey, 1100 Raymond Boulevard, Newark, NJ 07102. The name and address of the attorney for the applicant is Mr. Stanley Weiss, 744 Broad Street, Newark, NJ 07102. (2) The proposed transaction is for the applicant to use certain terminal facilities of the Penn Central Transportation Co. and the Lehigh Valley Railroad Co. in and about Jersey City, N.J. (3) Authority is sought to use the Penn Central Transportation Co. and Lehigh Valley Railroad Co.'s bridge across Newark Bay, Penn Central Transportation Co.'s tracks between a new connection with the Central Railroad Co. of New Jersey's tracks to be built at Oak Island Junction and the western terminus of the Penn Central Transportation Co. and Lehigh Valley Railroad Co.'s bridge, Lehigh Valley

Railroad Co.'s tracks between the eastern terminus of the Penn Central Transportation Co. and Lehigh Valley Railroad Co.'s bridge and Constable Junction, the junction between Lehigh Valley Railroad Co.'s tracks and Lehigh Valley Railroad Co.'s national docks railroad in Jersey City, Lehigh Valley Railroad Co.'s national docks railroad tracks between Constable Junction and a new connection with Central Railroad Co. of New Jersey's tracks to be built at Phillips Street interlocking in Jersey City.

The proceeding will be handled without public hearings unless protests are received which contain information indicating a need for such hearings. Any protests submitted shall be filed with the Commission no later than 30 days from the date of first publication in the *FEDERAL REGISTER*. In the opinion of the applicant, the proposed transaction will not significantly effect the quality of the human environment.

By the Commission.

[SEAL] ROBERT L. OSWALD,  
Secretary.

[FR Doc. 72-17415 Filed 10-11-72; 8:49 am]

[Notice 134]

#### MOTOR CARRIER TEMPORARY AUTHORITY APPLICATIONS

OCTOBER 2, 1972.

The following are notices of filing of applications<sup>1</sup> for temporary authority under section 210a(a) of the Interstate Commerce Act provided for under the new rules of Ex Parte No. MC-67 (49 CFR 1131) published in the *FEDERAL REGISTER*, issue of April 27, 1965, effective July 1, 1965. These rules provide that protests to the granting of an application must be filed with the field official named in the *FEDERAL REGISTER* publication, within 15 calendar days after the date of notice of the filing of the application is published in the *FEDERAL REGISTER*. One copy of such protests must be served on the applicant, or its authorized representative, if any, and the protests must certify that such service has been made. The protests must be specific as to the service which such protestant can and will offer, and must consist of a signed original and six (6) copies.

A copy of the application is on file, and can be examined at the Office of the Secretary, Interstate Commerce Commission, Washington, D.C., and also in field office to which protests are to be transmitted.

#### MOTOR CARRIERS OF PROPERTY

No. MC 3252 (Sub-No. 82 TA), filed September 21, 1972. Applicant: MERRILL TRANSPORT CO., 1037 Forest Avenue, Portland, ME 04103. Applicant's representative: Francis E. Barrett, Jr., 10 Industrial Park Road, Hingham, MA 02043. Authority sought to operate as a

common carrier, by motor vehicle, over irregular routes, transporting: *Ore*, in dump vehicles, from Blue Hill, Maine, to Bucksport and Searsport, Maine, traffic to be interlined with rail or water carriers at destinations, for 180 days. Supporting shipper: Kerr American Co., Inc., Blue Hill Project, Maine 04614. Send protests to: Donald G. Weiler, District Supervisor, Bureau of Operations, Interstate Commerce Commission, Room 307, 76 Pearl Street, Post Office Box 167, PSS, Portland, ME 04112.

No. MC 82063 (Sub-No. 41 TA), filed September 22, 1972. Applicant: KLIPSCH HAULING CO., 119 East Loughborough Avenue, Mailing 112 North Fourth Street (63102), St. Louis, MO 63111. Applicant's representative: Ernest A. Brooks II, 1301-02 Ambassador Building, St. Louis, MO 63101. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Liquid sweeteners*, in bulk in tank vehicles, from Pine Bluff, Ark., to points in Arkansas and Missouri, for 180 days. Supporting shipper: Standard Brands Inc., 625 Madison Avenue, New York, N.Y. 10022. Send protests to: District Supervisor J. P. Werthmann, Interstate Commerce Commission, Bureau of Operations, 210 North 12th Street, St. Louis, MO 63101.

No. MC 52704 (Sub-No. 93 TA), filed September 19, 1972. Applicant: GLENN McCLENDON TRUCKING COMPANY, INC., Post Office Drawer "H," Opelika Highway, Lafayette, AL 36862. Applicant's representative: Archie B. Culbreth, Suite 246, 1252 West Peachtree Street NW, Atlanta, GA 30309. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Foodstuffs*, prepared or canned, other than frozen and other than fresh or cured meats (except in bulk), from St. Martinville, La., to points in Alabama, Florida, Georgia, Maryland, Missouri, North Carolina, Oklahoma, Pennsylvania, South Carolina, Tennessee, Texas, and the District of Columbia, for 180 days. Supporting shipper: Evangeline Food and Pepper Co., Post Office Box 151, St. Martinville, LA 70582. Send protests to: Clifford W. White, District Supervisor, Interstate Commerce Commission, Bureau of Operations, Room 814, 2121 Building, Birmingham, Ala. 35203.

No. MC 103993 (Sub-No. 731 TA), filed September 20, 1972. Applicant: MORGAN DRIVE-AWAY, INC., 2800 West Lexington Avenue, Elkhart, IN 46514. Applicant's representative: Paul D. Borgesani, Vice President-General Counsel, Morgan Drive Away, Inc. (same address as above). Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Trailers*, designed to be drawn by passenger automobiles, in initial movements from points in Jackson County, W. Va., to points in the United States, east of the Mississippi River, and Minnesota and Louisiana, for 180 days. Note: Applicant does not intend to tack with its existing authority. Supporting shipper: Douglas

Associates, Inc., Post Office Box 166, Ripley, WV. Send protests to: District Supervisor J. H. Gray, Bureau of Operations, Interstate Commerce Commission, 345 West Wayne Street, Room 204, Fort Wayne, IN 46802.

No. MC 103993 (Sub-No. 732 TA), filed September 20, 1972. Applicant: MORGAN DRIVE-AWAY, INC., 2800 West Lexington Avenue, Elkhart, IN 46514. Applicant's representative: Paul D. Borgesani, Vice President-General Counsel, Morgan Drive-Away, Inc. (same address as above). Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Trailers*, designed to be drawn by passenger automobiles, in initial movements, from points in Johnson County, Tenn., to points in the United States, east of the Mississippi River, Minnesota, and Louisiana, for 180 days. Note: Applicant does not intend to tack with its existing authority. Supporting shipper: Holly Inn Mobile Homes, Inc., 219 Vandalia Street, Mountain City, TN. Send protests to: District Supervisor J. H. Gray, Bureau of Operations, Interstate Commerce Commission, 345 West Wayne Street, Room 204, Fort Wayne, IN 46802.

No. MC 103993 (Sub-No. 733 TA), filed September 20, 1972. Applicant: MORGAN DRIVE-AWAY, INC., 2800 West Lexington Avenue, Elkhart, IN 46514. Applicant's representative: Paul D. Borgesani (same address as above). Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Trailers*, designed to be drawn by passenger automobiles, in initial movements, from points in Marshall County, Tenn., to points in the United States east of the Mississippi River, including Minnesota and Louisiana, for 180 days. Supporting shipper: Wickes Homes, Inc., Marshall County, Tenn. Send protests to: District Supervisor J. H. Gray, Interstate Commerce Commission, Bureau of Operations, 345 West Wayne Street, Room 204, Fort Wayne, IN 46802.

No. MC 107871 (Sub-No. 62 TA), filed September 21, 1972. Applicant: BONDED FREIGHTWAYS, INC., 10 West Baltimore Avenue, Lansdowne, PA 19050. Applicant's representative: John Nelson (same address as above). Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Chrome ore*, in bulk, in pressure differential equipment, from Wilmington, Del., to Pittsburgh, Easton, and Erie, Pa., for 180 days. Supporting shipper: C-E Minerals, a division of Combustion Engineering, Inc., 443 South Gulph Road, King of Prussia, PA 19406. Send protests to: Ross A. Davis, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 1518 Walnut Street, Room 1600, Philadelphia, PA 19102.

No. MC 108449 (Sub-No. 344 TA) published in the *FEDERAL REGISTER* issue of September 16, 1972, amended and republished in part as amended this issue. Applicant: INDIANHEAD TRUCK LINE, INC., 1947 West County Road C,

<sup>1</sup>Except as otherwise specifically noted, each applicant states that there will be no significant effect on the quality of the human environment resulting from approval of its application.

## NOTICES

St. Paul, MN 55113. Applicant's representative: W. A. Myllenbeck (same address as above). Note: The purpose of this partial republication is to add to the territory description Salem, Danvers Point, Gloucester, Reading, and Revere, Mass. The rest of the application remains the same.

No. MC 110988 (Sub-No. 287 TA), filed September 22, 1972. Applicant: SCHNEIDER TANK LINES, INC., 200 West Cecil Street, Neenah, WI 54956. Applicant's representative: David A. Petersen (same address as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Lignin liquor*, in bulk, in tank vehicles, from Rhinelander, Wis., to points in South Dakota, for 180 days. Supporting shipper: St. Regis Paper Co., 100 S. Wacker Drive, Chicago, IL 60606 (Joseph M. Gittens, Assistant Regional Transportation Manager). Send protests to: District Supervisor John E. Ryden, Bureau of Operations, Interstate Commerce Commission, 135 West Wells Street, Room 807, Milwaukee, WI 53203.

No. MC 111401 (Sub-No. 372 TA), filed September 20, 1972. Applicant GROENDYKE TRANSPORT, INC., Post Office Box 632, 2310 Rock Island Boulevard, Enid, OK 73701. Applicant's representative: Victor R. Comstock, Post Office Box 632, 2510 Rock Island Boulevard, Enid, OK 73701. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Neutral paraffin wax*, in bulk, in tank vehicles, from Claymont, Del., to Port of Entry at Brownsville, Tex., in foreign commerce only, for 180 days. Note: Applicant does not intend to tack with its existing authority. Supporting shipper: I. R. Hearn, Manager, Traffic Research, ICI America Inc., Wilmington, Del. 19899. Send protests to: C. L. Phillips, District Supervisor, Interstate Commerce Commission, Bureau of Operations, Room 240 Old Post Office Building, 215 NW Third, Oklahoma City, OK 73102.

No. MC 116487 (Sub-No. 8 TA), filed September 21, 1972. Applicant: SULLIVAN'S MOTOR DELIVERY, INC., 711 South First Street, Milwaukee, WI 53204. Applicant's representative: Richard W. Darrow (same address as above). Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Business papers, records, audit and accounting media of all kinds*, for the A. O. Smith Corp., between Milwaukee, Wis., on the one hand, and, on the other, points in Boone, Cook, Du Page, Lake, McHenry, and Winnebago Counties, Ill., for 180 days. Supporting Shipper: A. O. Smith Corp., Post Office Box 584, Milwaukee, WI 53201 (Allan C. Crane, Vice President and Controller). Send protests to: District Supervisor John E. Ryden, Bureau of Operations, Interstate Commerce Commission, 135 West Wells Street, Room 807, Milwaukee, WI 53203.

No. MC 124144 (Sub-No. 2 TA), filed September 20, 1972. Applicant: ROBERT

N. TOOMEY, doing business as ROBERT N. TOOMEY TRUCKING CO. 1516 South George, York, PA 17403. Applicant's representative: Norman T. Petow, 43 North Duke Street, York, PA 17401. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Fiberglass screening*, from the plant of Oxford Mills in Los Angeles County, Calif., to York, Pa., serving the intermediate point of the plant of New York Wire Co. in Chicago, Ill., for 180 days. Supporting shipper: New York Wire Co., 441 East Market Street, York, PA 17403. Send protests to: Robert W. Ritenour, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 508 Federal Building, Post Office Box 869, Harrisburg, PA 17108.

No. MC 124839 (Sub-No. 18 TA), filed September 6, 1972. Applicant: BUILDERS TRANSPORT, INC., Post Office Box 7057, 4800 Augusta Road, Savannah, GA 31408. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Insulating materials, roofing materials and materials, supplies and equipment* used in their manufacture, distribution and installation, from points in Chatham County, Ga., to points in Florida, for 180 days. Supporting shipper: Certain-Teed Products Corp., Valley Forge, Pa. 19481. Send protests to: District Supervisor G. H. Fauss, Jr., Bureau of Operations, Interstate Commerce Commission, Box 35008, 400 West Bay Street, Jacksonville, FL 32202.

No. MC 125687 (Sub-No. 12 TA), filed September 21, 1972. Applicant: EASTERN STATES TRANSPORTATION, INC., Post Office Box 1761, 1060 Lafayette Street, 17403, York, PA 17405. Applicant's representative: S. Harrison Kahn, Suite 733 Investment Building, Washington, D.C. 20005. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Malt beverages*, from Halethorpe, Md., to points in Connecticut, Rhode Island, and Massachusetts, for 90 days. Supporting shipper: Carling Brewing Co., 610 Lincoln Street, Waltham, MA 02154. Send protests to: Robert W. Ritenour, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 508 Federal Building, Post Office Box 869, Harrisburg, PA 17108.

No. MC 126736 (Sub-No. 62 TA), filed September 21, 1972. Applicant: PETROLEUM CARRIER, Corporation of Florida, Post Office Box 5809 (32207), 6000 Powers Avenue, Jacksonville, FL 32217. Applicant's representative: Martin Sack, Jr., Gulf Life Tower, Jacksonville, Fla. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Black liquor skimmings*, from Jacksonville, Fla., to Clyattville, Ga., for 180 days. Supporting shipper: Alton Box Board Co., 1915 Wigmore Street, Jacksonville, FL. Send protests to: District Supervisor G. H. Fauss, Jr., Bureau of Operations, Interstate Commerce Commission, Box 35008, 400 West Bay Street, Jacksonville, FL 32207.

No. MC 128878 (Sub-No. 26 TA), filed September 22, 1972. Applicant: SERVICE TRUCK LINE, INC., Post Office Box 3904, Office: 3400 Mansfield Road, Suite A, Shreveport, LA 71103. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Glass bottles and pallets*, from Shreveport, La., to Palestine, Tex., and (2) *chocolate soft drinks*, from Palestine, Tex., to Shreveport, La., for 180 days. Supporting shipper: Melvin Goldberg, Pepsi-Cola Bottling Co., Shreveport, La. Send protests to: Paul D. Collins, District Supervisor, Bureau of Operations, Interstate Commerce Commission, T-9038 Federal Building, 701 Loyola Avenue, New Orleans, LA 70113.

No. MC 134775 (Sub-No. 4 TA), filed September 21, 1972. Applicant: GUNTER BROTHERS, INC., 1960 Frager Road, Kent, WA 98031. Applicant's representative: George R. LaBissoniere, 1424 Washington Building, Seattle, Wash. 98101. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Roofing materials*, from Portland, Oreg., to points in King County, Wash., for 180 days. Supporting shipper: Roofing Supply Co., Inc., 10909-120th Avenue NE, Kirkland, WA 98033. Send protests to: E. J. Casey, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 6130 Arcade Building, Seattle, Wash. 98101.

No. MC 138051 TA, filed September 20, 1972. Applicant: TAMELING SOIL BUILDERS, INC., 5300 West 39th Street, Cicero, IL 60650. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Compost*, that is a mixture of manure and sweepings with water and bacterial agents to hasten fermentation, used as a growth medium, from points in Allegan County, Mich., and Lagrange County, Ind., to West Chicago, Ill., for 180 days. Supporting shipper: Campbell Soup Co., Campbell Place, Camden, N.J. 08101. Send protests to: District Supervisor Robert G. Anderson, Interstate Commerce Commission, Bureau of Operations, Everett McKinley Dirksen Building, 219 South Dearborn Street, Room 1086, Chicago, IL 60604.

By the Commission.

[SEAL]

ROBERT L. OSWALD,  
Secretary.

[FR Doc. 72-17417 Filed 10-11-72; 8:49 am]

[Notice 135]

#### MOTOR CARRIER TEMPORARY AUTHORITY APPLICATIONS

OCTOBER 4, 1972.

The following are notices of filing of applications<sup>1</sup> for temporary authority under section 210(a) of the Interstate

<sup>1</sup> Except as otherwise specifically noted, each applicant states that there will be no significant effect on the quality of the human environment resulting from approval of its application.

## NOTICES

Commerce Act provided for under the new rules of Ex Parte No. MC-67 (49 CFR 1131), published in the FEDERAL REGISTER, issue of April 27, 1965, effective July 1, 1965. These rules provide that protests to the granting of an application must be filed with the field official named in the FEDERAL REGISTER publication, within 15 calendar days after the date of notice of the filing of the application is published in the FEDERAL REGISTER. One copy of such protests must be served on the applicant, or its authorized representative, if any, and the protests must certify that such service has been made. The protests must be specific as to the service which such protestant can and will offer, and must consist of a signed original and six (6) copies.

A copy of the application is on file, and can be examined at the Office of the Secretary, Interstate Commerce Commission, Washington, D.C., and also in field office to which protests are to be transmitted.

## MOTOR CARRIERS OF PROPERTY

No. MC 59367 (Sub-No. 81 TA), filed September 26, 1972. Applicant: DECKER TRUCK LINE, INC., 3584 Fifth Avenue South, Post Office Box 915, Fort Dodge, IA 50501. Applicant's representative: William L. Fairbank, 900 Hubbell Building, Des Moines, IA 50309. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: Articles manufactured and/or dealt in by wholesale and retail grocery houses, from the warehouse of United Facilities, Inc., at Galesburg, Ill., to points in Iowa, Minnesota, Nebraska, and Wisconsin, for 180 days. Supporting shipper: United Facilities, Inc., Post Office Box 539, Peoria, IL 61601. Send protests to: Herbert W. Allen, Transportation Specialist, Interstate Commerce Commission, Bureau of Operations, 875 Federal Building, Des Moines, IA 50309.

No. MC 94350 (Sub-No. 318 TA), filed September 26, 1972. Applicant: TRANSIT HOMES, INC., Post Office Box 1628, Haywood Road at Transit Dr., Greenville, SC 29602. Applicant's representative: Mitchell King, Jr. (same address as above). Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: Trailers, designed to be drawn by passenger automobiles in initial shipments, from Ripley, W. Va., to points in Pennsylvania, Delaware, Maryland, Ohio, Kentucky, Indiana, and West Virginia, for 180 days. Supporting shipper: Douglas Associates, Inc., Post Office Box 166, Ripley, W. Va. 25271. Send protests to: E. E. Strotheid, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 300 Columbia Building, 1200 Main Street, Columbia, SC 29201.

No. MC 111729 (Sub-No. 360 TA), filed September 26, 1972. Applicant: AMERICAN COURIER CORPORATION, 2 Nevada Drive, Lake Success, NY 11040. Applicant's representative: John M. Delany (same address as above). Authority sought to operate as a common carrier, by motor vehicle, over irregular routes,

transporting: Business papers, records, audit and accounting media of all kinds, between Elk Grove Village, Ill., and Cincinnati, Ohio, for 150 days. Supporting shipper: Rex Sales Corp., 1775 Lively Boulevard, Elk Grove Village, IL 60007. Send protests to: Thomas W. Hopp, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 26 Federal Plaza, New York, NY 10007.

No. MC 112184 (Sub-No. 37 TA), filed September 26, 1972. Applicant: MANFREDI MOTOR TRANSIT COMPANY, 11250 Kinsman Road, Newbury, OH 44065. Applicant's representative: John P. McMahon, 100 East Broad Street, Columbus, OH. Authority sought to operate as a contract carrier, by motor vehicle, over irregular routes, transporting: Paint and paint products, in bulk, in tank vehicles, from Cleveland, Ohio, to Janesville, Wis., for 180 days. Supporting shipper: PPG Industries, Inc., One Gateway Center, Pittsburgh, PA 15222. Send protests to: Franklin D. Ball, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 181 Federal Office Building, 1240 East Ninth Street, Cleveland, OH 44199.

No. MC 112713 (Sub-No. 147 TA), filed September 20, 1972. Applicant: YELLOW FREIGHT SYSTEM, INC., Post Office Box 8462, 92d Street and State Line, Kansas City, MO 64114. Applicant's representative: John M. Records (same address as above). Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: Calcium chloride (except in bulk), from Ludington and Midland, Mich., to points in Illinois, Indiana, Kentucky, Ohio, Tennessee, West Virginia, and Wisconsin; points in Minnesota on and east of Interstate Highway 35; points in Iowa on and east of U.S. Highway 69; points in Missouri on and east of U.S. Highway 65; Kansas City, Mo.; points in Pennsylvania on and west of the following line: From the Pennsylvania-Maryland State line north along U.S. Highway 220 to U.S. Highway 15; thence north on U.S. Highway 15 to Pennsylvania-New York State line, points in New York on and west of the following line: From the New York-Pennsylvania State line north on U.S. Highway 11 to Pulaski, thence along New York Highway 13 to Lake Ontario, for 180 days. Supporting shipper: Dow Chemical U.S.A., 433 Building, Midland, Mich. 48640. Send protests to: John V. Barry, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 1100 Federal Office Building, 911 Walnut Street, Kansas City, MO 64106.

No. MC 113855 (Sub-No. 259 TA), filed September 22, 1972. Applicant: INTERNATIONAL TRANSPORT, INC., 2450 Marion Road SE, Rochester, MN 55901. Applicant's representative: Alan Foss, 502 First National Bank Building, Fargo, N. Dak. 58102. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: Snowmobiles, from ports of entry on the United States-Canada international

boundary in North Dakota and Montana, to points in New Hampshire, New Jersey, New York, Vermont, Connecticut, Massachusetts, Rhode Island, Maine, Pennsylvania, Indiana, Iowa, Illinois, Ohio, Michigan, Wisconsin, Minnesota, North Dakota, South Dakota, Nebraska, Montana, Wyoming, Colorado, Idaho, Utah, Nevada, Washington, Oregon, and California, for 180 days. Supporting shipper: Roll-O-Flex, Ltd., Post Office Box 1384, Eighth Avenue and Toronto Street, Regina, Saskatchewan, Canada. Send protests to: District Supervisor A. N. Spath, Interstate Commerce Commission, Bureau of Operations, 448 Federal Building and U.S. Court House, 110 South Fourth Street, Minneapolis, MN 55401.

No. MC 113908 (Sub-No. 238 TA), filed September 25, 1972. Applicant: ERICKSON TRANSPORT CORPORATION, Post Office Box 3180, Glenstone Station, Springfield, MO 65804. Applicant's representative: B. B. Whitehead (same address as above). Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: Alcoholic liquors (rum), in bulk, in tank vehicles, from Lake Alfred, Fla., to Cincinnati, Ohio, for 180 days. Supporting shipper: National Distillers Products Co., 11750 Chesterdale Road, Atkinson Square, Cincinnati, OH 45246. Send protests to: District Supervisor John V. Barry, Interstate Commerce Commission, Bureau of Operations, 1100 Federal Office Building, 911 Walnut Street, Kansas City, MO 64106.

No. MC 118910 (Sub-No. 2 TA), filed September 21, 1972. Applicant: T. E. GROTEVANT, doing business as J & G CONTRACT CARRIER, 610 West Henry Street, Pontiac, IL 61764. Applicant's representative: Edward G. Bazelon, 39 South LaSalle Street, Chicago, IL 60603. Authority sought to operate as a contract carrier, by motor vehicle, over irregular routes, transporting: Steel doors, channels, angles and coils, hardware, screens and awnings, and such commodities as are used by or dealt in by manufacturers of aluminum products and component parts thereof, from Rice Lake, Wis., to Bayport, Minn., under contract with Nichols-Homeshield, Inc., for 180 days. Supporting shipper: Nichols-Homeshield, Inc., Chatsworth, Ill. Send protests to: District Supervisor Wm. J. Gray, Jr., Interstate Commerce Commission, Bureau of Operations, Everett McKinley Dirksen Building, 219 South Dearborn Street, Room 1086, Chicago, IL 60604.

No. MC 121082 (Sub-No. 4 TA), filed September 25, 1972. Applicant: ALLIED DELIVERY SYSTEM, INC., 2201 Fenkell Avenue, Detroit, MI 48238. Applicant's representative: Robert F. McFarland, 23801 Gratiot, East Detroit, MI 48021. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: Ladies wearing apparel, in packages, from Detroit, Mich., to points in Michigan located on and south of Michigan Highway 21, for 180 days. Supporting shipper: Petrie Stores Corp., 70 Enterprise Avenue,

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Secaucus, NJ. Send protests to: District Supervisor Melvin F. Kirsch, Interstate Commerce Commission, Bureau of Operations, 1110 Broderick Tower, 10 Witherell, Detroit, MI 48226.

No. MC 123050 (Sub-No. 4 TA), filed September 26, 1972. Applicant: MICHEL TRANSPORT, INC., 4 Union Street, Arthabaska, Quebec, Canada. Applicant's representative: Frank J. Weiner, 15 Court Square, Boston, MA 02108. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Lumber*, from ports of entry on the international boundary lines between the United States and Canada located in Maine, New Hampshire, Vermont, and New York to points in Maine, New Hampshire, Vermont, and New York, restricted to traffic originating at or destined to points in Arthabaska County, Quebec, for 180 days. Supporting shipper: Weyerhaeuser Quebec Limited, Post Office Box 670, Princeville, Quebec. Send protests to: District Supervisor Ross J. Seymour, Bureau of Operations, Interstate Commerce Commission, 424 Federal Building, Concord, NH 03301.

No. MC 129124 (Sub-No. 7 TA), filed September 25, 1972. Applicant: SAMUEL J. LANSBERRY, Rural Delivery, Woodland, Pa. 16881. Applicant's representative: S. Berne Smith, 100 Pine Street, Harrisburg, PA 17108. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Sand*, from the facilities of Walter C. Best, Inc., at or near Chardon (Geauga County), Ohio, to Claysburg and Sproul (Blair County), Pa., for 180 days. Supporting shipper: General Refractories Co., 1520 Locust Street, Philadelphia, PA 19102. Send protests to: District Supervisor James C. Donaldson, Interstate Commerce Commission, Bureau of Operations, 2111 Federal Building, 1000 Liberty Avenue, Pittsburgh, PA 15222.

No. MC 135234 (Sub-No. 10 TA), filed September 22, 1972. Applicant: COMMERCIAL CARTAGE, INC., Stop 24 Winfield Road, St. Albans, WV 25177. Applicant's representative: Marvin L. Meadows (same address as above). Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Electric signs and components*, from Lima, Ohio, to points in the continental United States except Alaska and Hawaii on and east of Interstate Highway 25, and rejected or returned shipments, from points in the continental United States except Alaska and Hawaii on the east of Interstate Highway 25 to Lima, Ohio, for 180 days. Supporting shipper: Essex International, Inc., 1601 Wall Street, Fort Wayne, IN. Attention: J. J. Phillips, corporate traffic manager. Send protests to: H. R. White, district supervisor, Interstate Commerce Commission, Bureau of Operations, 3108 Federal Office Building, 500 Quarrier Street, Charleston, WV 25301.

No. MC 135406 (Sub-No. 2 TA), filed September 26, 1972. Applicant: LAMAR TRUCKING, INC., 19 Driscoll Street,

Rockville Centre, NY 11570. Applicant's representative: Samuel B. Zinder, 98 Cutter Mill Road, Great Neck, NY 11021. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Chemicals, minerals, mineral ores, pigments and materials and supplies* used in the manufacture of paints, except commodities in bulk, between points in New York, N.Y., commercial zone, as defined by the Commission, on the one hand, and, on the other, points in New York, N.Y., New Jersey under contract with Smith Chemical & Color Co., Inc., of Brooklyn, N.Y., for 150 days. Supporting shipper: Smith Chemical & Color Co., Inc., 124 Commerce Street, Brooklyn, NY 11231. Send protests to: Thomas W. Hopp, district supervisor, Interstate Commerce Commission, Bureau of Operations, 26 Federal Plaza, New York, NY 10007.

No. MC 138003 (Sub-No. 1 TA), filed September 26, 1972. Applicant: ROBERT F. KAZIMOUR, 1200 Norwood Drive SE. (52403), Post Office Box 2011, Cedar Rapids, IA 52406. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Appliances and parts*, from Newton, Webster City, and Fort Dodge, Iowa, to points in Washington, Oregon, California, Utah, Arizona, New Mexico, Texas, Louisiana, Mississippi, Alabama, Georgia, Nevada, and Florida, for 180 days. Supporting shippers: Franklin Manufacturing Co., 600 Stockdale Street, Webster City, Iowa 50595; The Maytag Co., 403 West Fourth Street, North, Newton, Iowa 50208. Send protests to: Herbert W. Allen, transportation specialist, Interstate Commerce Commission, Bureau of Operations, 875 Federal Building, Des Moines, Iowa 50309.

No. MC 138039 (Sub-No. 1 TA), filed September 26, 1972. Applicant: BAY DELIVERY CORP., 105 Price Parkway, Farmingdale, NY 11735. Applicant's representative: Arthur J. Piken, Suite 1515, One Lefrak City Plaza, Flushing, NY 11368. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Prefabricated swimming pools, sporting goods, swimming pool accessories, equipment and supplies, and toys*, from Farmingdale, N.Y., to points in Fairfield County, Conn., Bergen, Essex, Hudson, Hunterdon, Mercer, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, and Warren Counties, N.J., for 180 days. Supporting shipper: Greenman Brothers, Inc., 105 Price Parkway, Farmingdale, L.I., NY 11735. Send protests to: Thomas W. Hopp, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 26 Federal Plaza, New York, NY 10007.

No. MC 138056 TA, filed September 22, 1972. Applicant: DICK SIMON TRUCKING, INC., 3700 South 4355 W., Granger, Utah 84120. Applicant's representative: Irene Warr, 419 Judge Building, Salt Lake City, UT 84111. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transport-

ing: *Frozen cherries and bottled and canned fruit juices*, from the plantsite of Payson Fruit Growers Association near Payson, Utah, and from Provo and Moroni, Utah, to Los Angeles, Los Angeles Harbor commercial zone, Santa Ana, Anaheim, San Francisco, Modesto, Elk Grove, Union City, Redwood City, and San Diego, Calif., for 180 days. Supporting shipper: Payson Fruit Growers Association, Rural Free Delivery No. 1, Box 244, Payson, Utah (Don M. Christiansen, office manager). Send protests to: Lyle D. Helfer, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 5239 Federal Building, 125 South State Street, Salt Lake City, UT 84111.

No. MC 138060 TA, filed September 26, 1972. Applicant: WINDERMERE STORAGE COMPANY, INC., doing business as HEIL'S WINDERMERE STORAGE AND MOVING CO., 14441 Euclid Avenue, Cleveland, OH 44112. Applicant's representative: Alan F. Wohlstetter, 1700 K Street NW, Washington, DC 20006. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Used household goods* as defined by the Commission, between points in the counties of Cuyahoga, Lake, Lorain, Summit, Geauga, Portage, Erie, and Huron, including the city of Bellevue, in the State of Ohio, restricted to the transportation of traffic having a prior or subsequent movement beyond said points in containers, and further restricted to the performance of pickup and delivery service in connection with packing, crating, and containerization or unpacking, uncrating, and decontainerization of such traffic, for 180 days. Supporting shippers: Express Forwarding and Storage Co., Inc., 19 Rector Street, New York, NY 10006; Smyth Worldwide Movers, Inc., 11616 Aurora Avenue North, Seattle, WA 98133. Send protests to: Franklin D. Ball, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 181 Federal Office Building, 1240 East Ninth Street, Cleveland, OH 44199.

No. MC 138061 TA, filed September 26, 1972. Applicant: DUBLIN FAST FREIGHT, INC., 6457 Dublin Court, Dublin, CA 94566. Applicant's representative: James H. Vernon, 177 Front Street, Danville, CA 94526. Authority sought to operate as a *contract carrier*, by motor vehicle, over regular routes, transporting: *Auto parts, accessories, and merchandising commodities*, from San Francisco and Oakland, Calif., to Dublin and Pleasanton, Calif., Route No. 1 commencing at San Francisco docks, east across bay on Highway 80/50, south on Highway 17, east on Interstate Highway 580 to terminal in Dublin, Route No. 2 commencing at Oakland docks, south on Highway 17, east on Interstate Highway 580 to terminal in Pleasanton, for 180 days. Supporting shippers: AMFAC Merchandising Corp., 6700 Golden Gate Drive, Dublin, Calif. 94566; Reynold C. Johnson Co., 7100 Johnson Industrial Drive, Pleasanton, Calif. 94566. Send protests to: A. J. Rodriguez, Rate and Tariff

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Specialist, Bureau of Operations, Interstate Commerce Commission, 450 Golden Gate Avenue, Box 36004, San Francisco, CA 94102.

## MOTOR CARRIERS OF PASSENGERS

No. MC 138053 (Sub-No. 1 TA), filed September 22, 1972. Applicant: YELLOW CAB OF BOCA RATON, INC., 2150 Northwest First Place, Boca Raton, FL 33432. Applicant's representative: Richard B. Austin, 5720 Southwest 17th Street, Miami, FL 33155. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Interstate airline passengers and their baggage*, from Miami International Airport to Boca Raton, Fla., and from Boca Raton, Fla., to Miami International Airport, Miami, Fla., all of said passengers and their baggage to be transported in nine (9) passenger (including driver) limousines as part of a total prearranged air and ground transportation movement, for 180 days. Supporting shipper Boca Raton Hotel and Club, Boca Raton, Fla. 33432. Send protests to: District Supervisor Joseph B. Teichert, Interstate Commerce Commission, Bureau of Operations, 5720 Southwest 17th Street, Room 105, Miami, FL 33155.

By the Commission.

[SEAL] ROBERT L. OSWALD,  
Secretary.

[FR Doc.72-17418 Filed 10-11-72;8:50 am]

[Notice 140]

## MOTOR CARRIER BOARD TRANSFER PROCEEDINGS

Synopses of orders entered by the Motor Carrier Board of the Commission pursuant to sections 212(b), 206(a), 211, 312(b), and 410(g) of the Interstate Commerce Act, and rules and regulations prescribed thereunder (49 CFR Part 1132), appear below:

Each application (except as otherwise specifically noted) filed after March 27, 1972, contains a statement by applicants that there will be no significant effect on the quality of the human environment resulting from approval of the application. As provided in the Commission's special rules of practice any interested person may file a petition seeking reconsideration of the following numbered proceedings within 20 days from the date of publication of this notice. Pursuant to section 17(8) of the Interstate Commerce Act, the filing of such a petition will postpone the effective date of the order in that proceeding pending its disposition. The matters relied upon by petitioners must be specified in their petitions with particularity.

No. MC-FC-73711. By order entered September 28, 1972, the Motor Carrier Board approved the transfer to Hammers Moving and Storage, Inc., Lansdale, Pa., of that portion of the operating rights set forth in Certificate No. MC-81959, issued August 15, 1968, to Ascot Van Lines, Inc., Liverpool, N.Y., authorizing the trans-

portation of household goods, as defined by the Commission, between points in Pennsylvania, on the one hand, and, on the other, points in Massachusetts, Connecticut, Pennsylvania, Maryland, Ohio, Illinois, and the District of Columbia. Robert J. Gallagher, 1776 Broadway, New York, N.Y. 10019, attorney for applicants.

No. MC-FC-73801. By order of September 22, 1972, the Motor Carrier Board approved the transfer to Bonin Auto Limitee, 20 Prince Street, Sorel, PQ, Canada, of the operating rights in Certificate No. MC-119142 issued August 28, 1964, to Archambeault & Fils, Inc., 765 Saint-Pierre Street, St. Hyacinthe, PQ, Canada, authorizing the transportation of passengers and their baggage, in round trip charter operations, beginning and ending at the United States-Canada boundary line at or near Champlain and Rouses Point, N.Y. and Swanton and Derby Line, Vt. and extending to points in New York and Vermont, subject to restrictions; and beginning and ending at the United States-Canada boundary line at or near Champlain and Rouses Point, N.Y. and Derby Line and Swanton, Vt. and extending to Washington, D.C., and to points in Florida, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, and Vermont, subject to restrictions.

No. MC-FC-73924. By order of September 26, 1972, the Motor Carrier Board approved the transfer to Pinal Warehouse Company, Inc., Casa Grande, Ariz., of Certificate of Registration No. MC-97296 (Sub-No. 1) issued February 14, 1966, to R. A. Spooner, doing business as Spooner Transfer and Storage, Coolidge, Ariz., evidencing a right to engage in transportation in interstate commerce corresponding in scope to Certificate of Convenience and Necessity No. 4058, dated November 30, 1959, issued by the Arizona Corporation Commission. Ronald V. Meeks, 100 West Camelback Road, Phoenix, AZ 85013, applicants' practitioner.

[SEAL] ROBERT L. OSWALD,  
Secretary.

[FR Doc.72-17419 Filed 10-11-72;8:50 am]

## NOTICE OF FILING OF MOTOR CARRIER INTRASTATE APPLICATIONS

OCTOBER 6, 1972.

The following applications for motor common carrier authority to operate in intrastate commerce seek concurrent motor carrier authorization in interstate or foreign commerce within the limits of the intrastate authority sought, pursuant to section 206(a)(6) of the Interstate Commerce Act, as amended October 15, 1962. These applications are governed by Special Rule 1.245 of the Commission's rules of practice, published in the *FEDERAL REGISTER*, issue of April 11, 1963, page 3533, which provides, among other things, that protests and requests for information concerning the time and place of State Commission hearings or other proceedings, any subsequent

changes therein, any other related matters shall be directed to the State Commission with which the application is filed and shall not be addressed to or filed with the Interstate Commerce Commission.

Montana Docket (number not shown) filed September 27, 1972. Applicant: BIG SKY DISTRIBUTING CO., Route 1, Box 218-A, Sidney, MT 59270. Applicant's representative: John Berger (same address as applicant). Certificate of public convenience and necessity sought to operate a freight service as follows: Transportation of (1) posts, lumber and processed feed in intrastate commerce, (2) salt and grain from Salt Lake City, (3) fertilizer, grain and roofing from Minneapolis, (4) feed from Grand Forks, N. Dak., (5) grain bins, hog and cattle feeders from Omaha, (6) steel from Duluth and (7) steel buildings from Oklahoma City in interstate commerce. Both intrastate and interstate authority sought. HEARING: Date, time, and place not known. Requests for procedural information including the time for filing protests concerning this application should be addressed to the Public Service Commission, State of Montana, 1227-11th Avenue, Helena, MT 59601 and should not be directed to the Interstate Commerce Commission.

Indiana Docket No. 8-L filed August 16, 1972. Applicant: HOOSIER MOTOR CLUB, 40 West 40th Street, Indianapolis, IN. Applicant's representative: Rex M. Joseph, Jr., 111 Monument Circle, 10th Floor, Indianapolis, Ind. 46204. Certificate of public convenience and necessity for the transportation of *passengers (and their baggage)*, from points within counties where the Hoosier Motor Club operates to points within the State of Indiana and points outside of the State of Indiana. Both intrastate and interstate authority sought. HEARING: Tuesday, October 16, 1972 at 9:30 a.m. e.s.t., room 903 State Office Building, Indianapolis, Ind. Requests for procedural information including the time for filing protests concerning this application should be addressed to the Public Service Commission of Indiana, 901 State Office Building, Indianapolis, Ind. 46204 and should not be directed to the Interstate Commerce Commission.

By the Commission.

[SEAL] ROBERT L. OSWALD,  
Secretary.

[FR Doc.72-17414 Filed 10-11-72;8:49 am]

[Notice 83]

## MOTOR CARRIER, BROKER, WATER CARRIER AND FREIGHT FORWARDER APPLICATIONS

OCTOBER 6, 1972.

The following applications (except as otherwise specifically noted, each applicant (on applications filed after March 27, 1972) states that there will be no significant effect on the quality of the human environment resulting from approval of its application), are governed

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by Special Rule 1100.247<sup>1</sup> of the Commission's general rules of practice (49 CFR, as amended), published in the **FEDERAL REGISTER** issue of April 20, 1966, effective May 20, 1966. These rules provide, among other things, that a protest to the granting of an application must be filed with the Commission within 30 days after date of notice of filing of the application is published in the **FEDERAL REGISTER**. Failure reasonably to file a protest will be construed as a waiver of opposition and participation in the proceeding. A protest under these rules should comply with section 247(d)(3) of the rules of practice which requires that it set forth specifically the grounds upon which it is made, contain a detailed statement of protestant's interest in the proceeding (including a copy of the specific portions of its authority which protestant believes to be in conflict with that sought in the application, and describing in detail the method—whether by joinder, interline, or other means—by which protestant would use such authority to provide all or part of the service proposed), and shall specify with particularity the facts, matters, and things relied upon, but shall not include issues or allegations phrased generally. Protests not in reasonable compliance with the requirements of the rules may be rejected. The original and one (1) copy of the protest shall be filed with the Commission, and a copy shall be served concurrently upon applicant's representative, or applicant if no representative is named. If the protest includes a request for oral hearing, such requests shall meet the requirements of section 247(d)(4) of the special rules, and shall include the certification required therein.

Section 247(f) of the Commission's rules of practice further provides that each applicant shall, if protests to its application have been filed, and within 60 days of the date of this publication, notify the Commission in writing: (1) That it is ready to proceed and prosecute the application, or (2) that it wishes to withdraw the application, failure in which the application will be dismissed by the Commission.

Further processing steps (whether modified procedure, oral hearing, or other procedures) will be determined generally in accordance with the Commission's general policy statement concerning motor carrier licensing procedures, published in the **FEDERAL REGISTER** issue of May 3, 1966. This assignment will be by Commission order which will be served on each party of record. Broadening amendments will not be accepted after the date of this publication except for good cause shown, and restrictive amendments will not be entertained following publication in the **FEDERAL REGISTER** of a notice that the proceeding has been assigned for oral hearing.

<sup>1</sup> Copies of Special Rule 247 (as amended) can be obtained by writing to the Secretary, Interstate Commerce Commission, Washington, D.C. 20428.

No. MC 730 (Sub-No. 340), filed September 18, 1972. Applicant: **PACIFIC INTERMOUNTAIN EXPRESS CO.**, a corporation, 1417 Clay Street, Post Office Box 958, Oakland, CA 94604. Applicant's representative: Earl J. Brooks (same address as above). Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, except those of unusual value, classes A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment, serving the Lost Creek Dam site located approximately 30 miles northeast of Medford, Oreg., near McLeod, Oreg., and points within 10 miles of the damsite as off-route points in connection with regular routes to and from Medford, Oreg. Note: Common control may be involved. Applicant states duplicating authority may be involved under certificate No. MC 730 (Sub-No. 47) authorizing transportation of frozen foods from all points in Oregon to points in seven Midwestern States. If a hearing is deemed necessary, applicant requests it be held at Portland or Salem, Oreg.

No. MC 8535 (Sub-No. 40), filed September 18, 1972. Applicant: **GEORGE TRANSFER AND RIGGING COMPANY, INCORPORATED**, Interstate Highway 83 at Route 439, Parkton, Md. 21120. Applicant's representative: John Guandolo, 1000 16th Street NW, Washington, DC 20036. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Composition board and materials and accessories* used or useful in the installation thereof (except in bulk), from Deposit, N.Y., to points in Pennsylvania, Virginia, and West Virginia. Note: Applicant states that the requested authority can be joined at Kenbridge or Victoria, Va., to provide service to points in North Carolina and South Carolina. If a hearing is deemed necessary, applicant requests it be held at Tampa, Fla., or Washington, D.C.

No. MC 8535 (Sub-No. 41), filed September 21, 1972. Applicant: **GEORGE TRANSFER AND RIGGING COMPANY, INCORPORATED**, Interstate 83 at Route 439, Parkton, Md. 21120. Applicant's representative: John Guandolo, 1000 16th Street NW, Washington, DC 20036. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Flat glass and glass glazing units* from Clinton and Laurinburg, N.C., to points in Virginia, Kentucky, West Virginia, Ohio, Indiana, Maryland, Delaware, New Jersey, Pennsylvania, New York, and the District of Columbia. Note: Applicant states that the requested authority cannot be tacked with its existing authority. Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Toledo, Ohio, or Washington, D.C.

No. MC 29886 (Sub-No. 285) (Amendment), filed August 10, 1972, published

in the **FEDERAL REGISTER** issue of September 7, 1972, and republished, in part, as corrected this issue. Applicant: **DALLAS & MAVIS FORWARDING CO., INC.**, 4000 West Sample Street, South Bend, IN 46621. Applicant's representative: Charles Pieroni (same address as applicant). Note: The purpose of this partial republication is to amend the tacking information to reflect that applicant intends to tack its proposed authority to its existing authority for: (1) "Size-or-weight" and "15,000-pounds" commodities at points in Illinois to operate to and from points in Indiana, Ohio, Michigan, New York, Pennsylvania, New Jersey, Massachusetts, Rhode Island, Connecticut, Maine, New Hampshire, and Vermont (Subs 184, 189, 196, and 208); and (2) specified commodities to the extent they could also be transported under "size-or-weight" or "15,000-pounds" authority at specified points: (a) in Illinois to points in the United States (Sub 73); (b) in Wisconsin to points in Indiana, Michigan, Ohio, Tennessee, and Kentucky (Sub 197), (c) in Indiana to points in the United States (Subs 72, 85, 117, and 122), and (d) in Michigan to points in the United States (Sub 55). Persons interested in the tacking possibilities are cautioned that failure to oppose the application may result in an unrestricted grant of authority. The rest of the application remains as previously published.

No. MC 30032 (Sub-No. 3), filed September 28, 1972. Applicant: **HOUDKE MOTOR SERVICE, INC.**, 625 North 12th Street, St. Charles, IL 60174. Applicant's representative: James R. Madler, Village Suite 1608, 1255 North Sandburg Terrace, Chicago, IL 60610. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *General commodities* (except commodities in bulk, household goods as defined by the Commission, and classes A and B explosives), (1) between Chicago, Ill., and points in Lake, McHenry, Winnebago, Ogle, Lee, Grundy, Kankakee, Boone, Cook, Du Page, Kane, De Kalb, Will, Kendall, and La Salle Counties, Ill., and Burns Harbor, Porter County, Ind.; and (2) between points in (1) on the one hand, and, on the other, points in Illinois. Note: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill.

No. MC 30844 (Sub-No. 427), filed August 28, 1972. Applicant: **KROBLIN REFRIGERATED EXPRESS, INC.**, 2125 Commercial Street, Waterloo, IA 50704. Applicant's representative: Truman A. Stockton, Jr., The 1650 Grant Street Building, Denver, Colo. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Meats, meat products, meat byproducts, and articles distributed by meat packinghouses* as described in sections A and C of appendix I to the report in *Descriptions of Motor Carrier Certificates*, 61 M.C.C. 209 and 766, from

Carroll, Denison, and Iowa Falls, Iowa, to points in Connecticut, Delaware, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia, and the District of Columbia. Note: Common control may be involved. Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Kansas City, Mo., or Washington, D.C.

No. MC 30844 (Sub-No. 428), filed September 5, 1972. Applicant: KROBLIN REFRIGERATED XPRESS, INC., 2125 Commercial Street, Waterloo, IA 50704. Applicant's representative: Truman A. Stockton, Jr., The 1650 Grant Street Building, Denver, Colo. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Plant machinery, equipment, materials and supplies, metal and plastic boxes, metal cabinets, metal chests, and hospital carts*, from Waterloo, Iowa, to Pocahontas, Ark. Note: Common control may be involved. Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Des Moines, Iowa, or Washington, D.C.

No. MC 30887 (Sub-No. 181), filed September 13, 1972. Applicant: SHIPLEY TRANSFER, INC., 49 Main Street, Post Office Box 55, Reisterstown, MD 21138. Applicant's representative: Theodore Polydoroff, 1250 Connecticut Avenue NW, Washington, DC 20036. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Dry plastic granules*, in bulk, in tank vehicles, from Baltimore, Md., to West Chester, Pa., restricted to shipments having an immediately prior movement by rail. Note: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 31533 (Sub-No. 12), filed September 18, 1972. Applicant: SOUTH BEND FREIGHT LINE, INC., 1200 South Olive Street, South Bend, IN 46621. Applicant's representative: Ferdinand Born, 601 Chamber of Commerce Building, Indianapolis, Ind. 46204. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Iron and steel articles*, from Indiana Oaks, Ill., to points in Illinois, Indiana, Iowa, Kentucky, Michigan, Ohio, and Wisconsin. Note: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill.

No. MC 35628 (Sub-No. 336), filed September 18, 1972. Applicant: INTERSTATE MOTOR FREIGHT SYSTEM, a corporation, 134 Grandville SW, Grand Rapids, MI 49504. Applicant's representative: Leonard D. Verdier, Jr., 900 Old Kent Building, Grand Rapids, Mich.

49504. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities* (except those of unusual value, classes A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment) serving applicant's terminal facilities, located in Hickory Township, Mercer County, Pa., as an off-route point in connection with its regular route operations to and from Youngstown, Ohio, as authorized at sheet 15 of its Certificate No. MC 35628. Note: If a hearing is deemed necessary, applicant requests it be held at Lansing or Detroit, Mich.

No. MC 35835 (Sub-No. 29), filed September 18, 1972. Applicant: JENSEN TRANSPORT, INC., 300 Ninth Avenue SE, Independence, IA 50644. Applicant's representative: Kenneth F. Dudley, 611 Church Street, Post Office Box 279, Ottumwa, IA 52501. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Corn products and blends*, in bulk in tank vehicles, from Elk Grove Village, Ill., to points in Illinois, Indiana, Iowa, Kentucky, Michigan, Minnesota, Ohio, Tennessee, West Virginia, and Wisconsin. Note: Applicant states that there are tacking possibilities at Elk Grove Village and various Iowa points. Persons interested in the tacking possibilities are cautioned that failure to oppose the application may result in an unrestricted grant of authority. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill.

No. MC 35835 (Sub-No. 30), filed September 18, 1972. Applicant: JENSEN TRANSPORT, INC., 300 Ninth Avenue SE, Independence, IA 50644. Applicant's representative: Kenneth F. Dudley, 611 Church Street, Post Office Box 279, Ottumwa, IA 52501. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Lactose and lactose products*, from Independence, Iowa, to Sturgis, Mich., and Columbus, Ohio. Note: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill., or Des Moines, Iowa.

No. MC 41522 (Sub-No. 8), filed September 1, 1972. Applicant: RENTON-ISSAQAN AUTO FREIGHT, INC., 723 South Seventh Street, Renton, WA 98055. Applicant's representative: Carl A. Johnson, 400 Central Building, Seattle, Wash. 98104. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *General commodities*, regular routes: (1) Between Seattle, Wash., and the Snoqualmie Pass Summit Area located on Interstate Highway 90, in the State of Washington, over Interstate Highway 90, serving all intermediate points and the off-route points within 5 miles of either side of Interstate Highway 90 lying between North Bend, Wash., and Snoqualmie Pass Summit Area, an unincorporated area, the easterly point

of which is the Hyak Ski Resort; and (2) irregular routes: Between points in King County, Wash., on the one hand, and, on the other, Tacoma, Wash. Note: Applicant states that part (2) cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Seattle, Wash.

No. MC 43475 (Sub-No. 55), filed September 5, 1972. Applicant: GLENDENNING MOTORWAYS, INC., 1665 West County Road C, St. Paul, MN 55113. Applicant's representative: James L. Nelson, 325 Cedar Street, St. Paul, MN 55101. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Bentonite clay*, in bags, from Burnett, Minn., to points in Wisconsin, and to points in Illinois on and north of a line beginning at the junction of U.S. Highway 30 with the Illinois-Indiana State line, thence west over U.S. Highway 30 to junction Interstate Highway 80 at or near Joliet, Ill., thence west over Interstate Highway 80 to junction Interstate Highway 280, thence west over Interstate Highway 280 to Rock Island, Ill., including points on said highways, and (2) *returned or rejected shipments, and equipment, materials and supplies* used in the mining and processing of bentonite clay, from the destination territory described in (1) above, to Burnett, Minn., the authority sought in (2) above being restricted against the movement of commodities in bulk and those which because of size or weight require special handling or the use of special equipment. Note: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at St. Paul or Minneapolis, Minn.

No. MC 47171 (Sub-No. 86), filed August 28, 1972. Applicant: COOPER MOTOR LINES, INC., Post Office Box 4255 (301 Hammett Street), Greenville, SC 29608. Applicant's representative: Harris G. Andrews (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Flat glass and glass glazing units*, from Clinton and Laurinburg, N.C., to points in Delaware, Maryland, New Jersey, New York, Pennsylvania, South Carolina, Virginia, and the District of Columbia. Note: Common control may be involved. Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Charlotte, N.C., or Atlanta, Ga.

No. MC 59150 (Sub-No. 70), filed September 18, 1972. Applicant: PLOOF TRANSFER COMPANY, INC., 1901 Hill Street, Jacksonville, FL 32202. Applicant's representative: Martin Sack, Jr., 1754 Gulf Life Tower, Jacksonville, Fla. 32207. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Roofing and roofing materials, gypsum and gypsum products, composition boards, insulation materials, urethane and urethane products and related materials, supplies*,

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and accessories incidental thereto (except commodities in bulk), from the plantsite and warehouse facilities of the Celotex Corp. located in Wayne County, N.C., to points in Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, and Virginia. **NOTE:** Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Tampa, Fla., Atlanta, Ga., or Washington, D.C.

No. MC 59150 (Sub-No. 71), filed September 25, 1972. Applicant: PLOOF TRANSFER COMPANY, INC., 1901 Hill Street, Jacksonville, FL 32202. Applicant's representative: Martin Sack, Jr., 1754 Gulf Life Tower, Jacksonville, FL 32207. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Plastic pipe, fittings, and accessories* for the installation thereof, from the plantsite and facilities of Johns-Manville Corp. located at or near Butner, N.C., to points in Arkansas, Delaware, Georgia, Kentucky, Louisiana, Maryland, Mississippi, Pennsylvania, South Carolina, Tennessee, Virginia, West Virginia, the District of Columbia, Alabama, and Florida. **NOTE:** Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C. or Birmingham, Ala.

No. MC 61592 (Sub-No. 281), filed August 29, 1972. Applicant: JENKINS TRUCK LINE, INC., 3708 Elm Street, Bettendorf, IA 52722. Applicant's representative: Jack R. Davis, 1100 IBM Building, Seattle, Wash. 98101. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Industrial chemicals*, in containers, from Los Angeles, San Francisco, Bay Area, Modesto, and Pittsburg, Calif., Portland and Lebanon, Oreg., Seattle, Tacoma, Olympia, and Bellingham, Wash., to ports of entry on the United States-Canada boundary line at Washington. **NOTE:** Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Seattle, Wash.

No. MC 63562 (Sub-No. 51), filed September 14, 1972. Applicant: BN TRANSPORT INC., 796 South Pearl Street, Galesburg, IL 61401. Applicant's representative: Larry J. Schwarz (same address as above). Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities* (except those of unusual value, classes A and B explosives, livestock, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment), serving the site of Western Electric Co. plant and warehouse facilities located adjacent to and east of Iowa Highway 191, at or near Underwood, Iowa, as an off-route point in connection with carrier's regular-route operations authorized in Part H in Sub-50, between Chicago, Ill., and Omaha, Nebr. **NOTE:**

Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Omaha, Nebr., Des Moines, Iowa, Chicago, Ill., or Washington, D.C.

No. MC 78228 (Sub-No. 33), filed September 12, 1972. Applicant: J MILLER EXPRESS, INC., 152 Wabash Street, Pittsburgh, PA 15220. Applicant's representative: Henry M. Wick, 2310 Grant Building, Pittsburgh, PA 15219. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Alloys, ores and silicon metals, in dump vehicles*; and (2) *materials and supplies* used in the manufacture of alloys and silicon metals, between Calvert City, Ky., on the one hand, and, on the other, points in Illinois, Indiana, Michigan, Missouri, New York, Ohio, Pennsylvania, and West Virginia. **NOTE:** Common control may be involved. Applicant states that the requested authority can be tacked with its existing authority but indicates that it has no present intention to tack and therefore does not identify the points or territories which can be served through tacking. Persons interested in the tacking possibilities are cautioned that failure to oppose the application may result in an unrestricted grant of authority. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C. or Buffalo, N.Y.

No. MC 78228 (Sub-No. 34), filed September 12, 1972. Applicant: J MILLER EXPRESS, INC., 152 Wabash Street, Pittsburgh, PA 15220. Applicant's representative: Henry M. Wick, 2310 Grant Building, Pittsburgh, PA 15219. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Alloys, ores, and silicon metals*, in dump vehicles, between East Liverpool, Ohio, and Braddock, Pa., on the one hand, and, on the other, points in Delaware, Illinois, Indiana, Kentucky, Maine, Maryland (except Baltimore, Md.), Michigan, New Jersey (except points in Cumberland, Salem, Gloucester, Cape May, Atlantic, Camden, and Burlington Counties), New York, Pennsylvania, Virginia, and West Virginia. **NOTE:** Applicant states common control may be involved. Applicant also states that the requested authority can be tacked with its existing authority at Niagara Falls, N.Y., but indicates that it has no present intention to tack. Persons interested in the tacking possibilities are cautioned that failure to oppose the application may result in an unrestricted grant of authority. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C. or Niagara Falls, N.Y.

No. MC 82841 (Sub-No. 102), filed September 5, 1972. Applicant: HUNT TRANSPORTATION, INC., 10770 "I" Street, Omaha, NE 68127. Applicant's representative: Donald L. Stern, 530 Uniroyal Building, 7100 West Center Road, Omaha, NE 68106. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) (a) *Agricultural implements, farm machinery, and farm trailers*; and (b) *parts and accessories* of the commodities as described in (a) above, from points in Merrick and Hamilton Counties, Nebr., to points in Washington, Oregon, Idaho, Montana, Wyoming, Utah, New Mexico, Minnesota, Iowa, Missouri, Arkansas, Illinois, Indiana, Ohio, Colorado, North Dakota, South Dakota, Kansas, Oklahoma, Texas, Kentucky, Tennessee, and Virginia, and (2) *materials, equipment, and supplies* used in the manufacture of the above-described commodities (except commodities in bulk), from points in the destination States named above to points in Merrick and Hamilton Counties, Nebr. **NOTE:** Applicant states that the re-

more, Md., to points in the United States (except Alaska, Connecticut, Delaware, Maryland, Massachusetts, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, South Carolina, Virginia, West Virginia, and that part of Ohio east of a line beginning at Lake Erie and extending along Ohio Highway 4 to Bucyrus, Ohio, thence along Ohio Highway 98 to Waldo, Ohio, thence along U.S. Highway 23 to the Kentucky State line). **NOTE:** Common control may be involved. Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C. or Baltimore, Md.

No. MC 78228 (Sub-No. 36), filed September 18, 1972. Applicant: J MILLER EXPRESS, INC., 152 Wabash Street, Pittsburgh, PA 15220. Applicant's representative: Henry M. Wick, 2310 Grant Building, Pittsburgh, Pa. 15219. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Alloys, ores, and metals*, in dump vehicles, between Niagara Falls, N.Y., on the one hand, and, on the other, points in Delaware, Illinois, Indiana, Kentucky, Maine, Maryland (except Baltimore, Md.), Michigan, New Jersey (except points in Cumberland, Salem, Gloucester, Cape May, Atlantic, Camden, and Burlington Counties), New York, Pennsylvania, Virginia, and West Virginia. **NOTE:** Applicant states common control may be involved. Applicant also states that the requested authority can be tacked with its existing authority at Niagara Falls, N.Y., but indicates that it has no present intention to tack. Persons interested in the tacking possibilities are cautioned that failure to oppose the application may result in an unrestricted grant of authority. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C. or Niagara Falls, N.Y.

No. MC 82841 (Sub-No. 102), filed September 5, 1972. Applicant: HUNT TRANSPORTATION, INC., 10770 "I" Street, Omaha, NE 68127. Applicant's representative: Donald L. Stern, 530 Uniroyal Building, 7100 West Center Road, Omaha, NE 68106. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) (a) *Agricultural implements, farm machinery, and farm trailers*; and (b) *parts and accessories* of the commodities as described in (a) above, from points in Merrick and Hamilton Counties, Nebr., to points in Washington, Oregon, Idaho, Montana, Wyoming, Utah, New Mexico, Minnesota, Iowa, Missouri, Arkansas, Illinois, Indiana, Ohio, Colorado, North Dakota, South Dakota, Kansas, Oklahoma, Texas, Kentucky, Tennessee, and Virginia, and (2) *materials, equipment, and supplies* used in the manufacture of the above-described commodities (except commodities in bulk), from points in the destination States named above to points in Merrick and Hamilton Counties, Nebr. **NOTE:** Applicant states that the re-

quested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Omaha, Nebr.

No. MC 83539 (Sub-No. 349), filed September 25, 1972. Applicant: C & H TRANSPORTATION CO., INC., 1936-2010 West Commerce Street, Post Office Box 5976, Dallas, TX 75222. Applicant's representative: Thomas E. James (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Plastic pipe*, (1) from Pueblo, Colo., to points in California, Colorado, Idaho, Iowa, Kansas, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, and Wyoming, and (2) from Tucson, Ariz., to points in Arizona, Idaho, Iowa, Kansas, Missouri, Montana, Nebraska, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Washington, and Wyoming. Note: Applicant states that the requested authority can be tacked with its existing authority but indicates that it has no present intention to tack and therefore does not identify the points or territories which can be served through tacking. Persons interested in the tacking possibilities are cautioned that failure to oppose the application may result in an unrestricted grant of authority. Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Denver, Colo.

No. MC 95136 (Sub-No. 18), filed September 7, 1972. Applicant: ALLEN S. YEATMAN, INCORPORATED, Post Office Box 383, Montross, VA 22520. Applicant's representative: Maxwell A. Howell, Suite 1100, Investment Building, 1511 K Street NW, Washington, DC 20005. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Pallets*, between points in Northumberland, Richmond, and Westmoreland Counties, Va., on the one hand, and, on the other, points in Connecticut, Delaware, Maryland, Massachusetts, New Jersey, New York, Pennsylvania, and the District of Columbia. Note: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 95876 (Sub-No. 130), filed September 21, 1972. Applicant: ANDERSON TRUCKING SERVICE, INC., 203 Cooper Avenue North, St. Cloud, MN 56301. Applicant's representative: Andrew R. Clark, 1000 First National Bank Building, Minneapolis, Minn. 55402. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Prefabricated steel buildings and iron and steel components, parts and accessories for buildings*, from Milwaukee, Wis., to points on and east of U.S. Highway 83 in North Dakota and South Dakota and points in Nebraska. Note: Applicant states that the requested authority cannot be tacked with its existing authority. Common control may be involved. If a hearing is deemed

necessary, applicant requests it be held at Milwaukee, Wis., or Chicago, Ill.

No. MC 99780 (Sub-No. 21), filed September 5, 1972. Applicant: CHIPPER CARGO COMPANY, INC., 1327 Northeast Bond Street, Peoria, IL 61604. Applicant's representative: John R. Zang (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Such merchandise as is dealt in by wholesale and retail grocery houses (except products in bulk)*, from the United Facilities, Inc., at Galesburg, Ill., to points in Iowa, Minnesota, Missouri, Wisconsin, and Illinois. Note: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Peoria, Chicago, or Springfield, Ill.

No. MC 104523 (Sub-No. 50), filed September 22, 1972. Applicant: HUSTON TRUCK LINE, INC., Friend, Nebr. 68359. Applicant's representative: David R. Parker, Post Office Box 82028, Lincoln, NE 68501. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Plastic pipe, and plastic tubing and fittings therefor*, from the plantsite and facilities of Tex-Tube Division, Detroit Steel Corp., Houston, Tex., to points in Arizona, Arkansas, California, Colorado, Idaho, Illinois, Indiana, Iowa, Kansas, Louisiana, Minnesota, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, and Wyoming. Note: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Houston or Dallas, Tex.

No. MC 104523 (Sub-No. 51), filed September 22, 1972. Applicant: HUSTON TRUCK LINE, INC., Friend, Nebr. 68359. Applicant's representative: David R. Parker, Post Office Box 82028, Lincoln, NE 68501. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Pipe, tubing, pipe fittings and pipe accessories*, restricted against the movement of commodities such as are included in *T. E. Mercer & G. E. Mercer, Extension Oil Field Commodities*, 74 M.C.C. 459, from Lone Star, Tex., and points within 5 miles thereof, to points in Colorado, Iowa, Kansas, Missouri, Nebraska, and Oklahoma. Note: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Denver, Colo., or Dallas, Tex.

No. MC 106195 (Sub-No. 3), filed September 18, 1972. Applicant: CLARK BROS. TRANSFER, INC., 800 North First, Norfolk, NE 68701. Applicant's representative: Richard A. Peterson, 521 South 14th Street (Post Office Box 80806), Lincoln, NE 68501. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities (except those of unusual value, classes A and B explosives, household goods as*

defined by the Commission, commodities in bulk, and commodities requiring special equipment), between Lincoln, Nebr., and Sioux City, Iowa, over U.S. Highway No. 77 as an alternate route for operating convenience only. Note: If a hearing is deemed necessary, applicant requests it be held at Lincoln or Omaha, Nebr.

No. MC 106398 (Sub-No. 626), filed September 5, 1972. Applicant: NATIONAL TRAILER CONVOY, INC., 1925 National Plaza, Tulsa, Okla. 74151. Applicant's representative: Irvin Tull (same address as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Trailers*, designed to be drawn by passenger automobiles, in initial movements, and *buildings* in sections, mounted on wheeled undercarriages, from points in Adams County, Colo., to points in the United States (except Alaska and Hawaii). Note: Applicant states that the requested authority cannot be tacked with its existing authority. Common control and dual operations may be involved. If a hearing is deemed necessary, applicant requests it be held at Denver, Colo.

No. MC 107912 (Sub-No. 17), filed August 21, 1972. Applicant: REBEL MOTOR FREIGHT, INC., 3060 Gill Road, Post Office Box 9384, Memphis, TN 38109. Applicant's representative: James N. Clay III, 2700 Sterick Building, Memphis, Tenn. 38103. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, except commodities in bulk, household goods as defined by the Commission and commodities requiring special equipment, between Grenada, Miss., and Jackson, Miss., over U.S. Highway 51 and Interstate Highway 55, serving Canton, Miss., as an intermediate point. Note: If a hearing is deemed necessary, applicant requests it be held at Memphis, Tenn., and Jackson, Miss.

No. MC 109847 (Sub-No. 13), filed September 18, 1972. Applicant: BOSSLINCO LINES, INC., 450 Genesee Building, 1 Genesee Street, Buffalo, NY 14240. Applicant's representative: Harold G. Hernly, Jr., 2030 North Adams Street, Suite 510, Arlington, VA 22201. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities* (except livestock, classes A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment), serving the Mobil Chemical Co. distribution center at or near Williamson, N.Y., as an off-route point in connection with carrier's regular route operations between Rochester and Syracuse, N.Y. Note: Common control and dual operations may be involved. If a hearing is deemed necessary, applicant requests it be held at Buffalo, N.Y., or Washington, D.C.

No. MC 110012 (Sub-No. 26) (Correction), filed June 26, 1972, published in the *FEDERAL REGISTER* issue of July 20, 1972, and republished in part, as corrected this issue. Applicant: G. B. C.,

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INC., 707 North Liberty Hill Road, Morristown, TN 37814. Applicant's representative: Robert E. Joyner, 2008 Clark Tower, 5100 Poplar Avenue, Memphis, TN 38137. The purpose of this partial republication is to clarify the authority sought as: " \* \* \* and materials and supplies used in the manufacture of furniture to Livingston and Morristown, Tenn., on return", in lieu of, or return which was erroneously published. The rest of the application remains as previously published.

No. MC 110525 (Sub-No. 1042), filed September 21, 1972. Applicant: CHEMICAL LEAMAN TANK LINES, INC., 520 East Lancaster Avenue, Downingtown, PA 19335. Applicant's representative: Thomas J. O'Brien (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Petroleum oil and petroleum grease*, in bulk, in tank vehicles, from points in Niagara County, N.Y., to points in Maryland, Ohio, Pennsylvania, West Virginia, Michigan, Illinois, and ports of entry on the international boundary line between the United States and Canada located in New York, Vermont, New Hampshire, and Maine. Note: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Buffalo, N.Y., or Washington, D.C.

No. MC 110563 (Sub-No. 86), filed September 22, 1972. Applicant: COLDWAY FOOD EXPRESS, INC., Ohio Building, 113 North Ohio Avenue, Sidney, OH 45365. Applicant's representative: Joseph M. Scanlan, 111 West Washington, Chicago, IL 60602. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Meat, meat products and meat by-products, and articles distributed by meat packinghouses* as described in sections A and C of Appendix I to the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209 and 766 (except hides and commodities in bulk), from Sioux City, Iowa, to points in Nebraska, Colorado, Illinois, Wisconsin, Minnesota, Indiana, Ohio, Pennsylvania, New York, New Jersey, Maryland, Delaware, Connecticut, Massachusetts, New Hampshire, Vermont, Maine, and Missouri. Note: Applicant states that the requested authority can be tacked with its existing authority at Chicago, Ill., and Cleveland, Ohio, but states that it does not intend to do so. Persons interested in the tacking possibilities are cautioned that failure to oppose the application may result in an unrestricted grant of authority. If a hearing is deemed necessary, applicant requests it be held at Des Moines, Iowa.

No. MC 110563 (Sub-No. 89), filed September 25, 1972. Applicant: COLDWAY FOOD EXPRESS, INC., 113 North Ohio Avenue, Ohio Building, Post Office Box 747, Sidney, OH 45365. Applicant's representative: Joseph M. Scanlan, 111 West Washington, Chicago, IL 60602. Authority sought to operate as a *common car-*

*rier*, by motor vehicle, over irregular routes, transporting: (1) *Frozen foods* and (2) *Meat, meat products, meat by-products and articles distributed by meat packinghouses* as described in sections A and C of Appendix I to the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209 and 766 (except hides, pelts, and commodities in bulk), from Omaha, Nebr., to points in Minnesota, Wisconsin, Illinois, Indiana, Michigan, Ohio, Pennsylvania, New York, New Jersey, Maryland, Delaware, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, Maine, Missouri, and Iowa. Note: Applicant states that the requested authority can be tacked with its existing authority at Chicago, Ill., and Cleveland, Ohio, but indicates that it has no present intention to tack. Persons interested in the tacking possibilities are cautioned that failure to oppose the application may result in an unrestricted grant of authority. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 111170 (Sub-No. 191) (Correction), filed July 5, 1972, published in the *FEDERAL REGISTER* issue of August 10, 1972, and republished, in part, as corrected this issue. Applicant: WHEELING PIPE LINE, INC., Post Office Box 1718, El Dorado, AR 71730. Applicant's representative: Don A. Smith, Post Office Box 34, Fort Smith, AR 72901. Note: The purpose of this partial republication is to reflect that the commodity description under (4) should read, *liquid alum*, in bulk, in lieu of liquid aluminum, in bulk as previously published in the *FEDERAL REGISTER* issue of August 10, 1972. The rest of the application remains the same.

No. MC 111785 (Sub-No. 53), filed September 19, 1972. Applicant: BURNS MOTOR FREIGHT, INC., Post Office Box 149, U.S. Highway 219 North, Marlinton, WV 24954. Applicant's representative: Theodore Polydoroff, 1250 Connecticut Avenue NW, Suite 600, Washington, D.C. 20036. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Veneer and particle board*, from points in Indiana, Kentucky, North Carolina, and Virginia, to Elkins, W. Va. Note: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Charleston, W. Va.

No. MC 111812 (Sub-No. 480), filed September 5, 1972. Applicant: MIDWEST COAST TRANSPORT, INC., 405½ East Eighth Street, Post Office Box 1233, Sioux Falls, SD 57101. Applicant's representative: Donald L. Stern, 530 Univac Building, 7100 West Center Road, Omaha, NE 68106. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Candy, confectionery products* and (2) *advertising matter, premiums and display materials*, when shipped in the same vehicle with commodities described in (1) (except commodities in

bulk, in tank vehicles), from the plantsite and storage facilities of M & M/Mars at Elizabethtown, Pa., and Hackettstown, N.J., to points in Ohio, Michigan, Indiana, Illinois, Wisconsin, Missouri, Iowa, Minnesota, North Dakota, South Dakota, Nebraska, and Colorado, restricted to the transportation of traffic originating at the above-named plantsites and storage facilities and destined to the above-named destination States. Note: Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 113267 (Sub-No. 288), filed September 12, 1972. Applicant: CENTRAL & SOUTHERN TRUCK LINES INC., 312 West Morris Street, Caseyville, IL 62232. Applicant's representative: Lawrence A. Fischer (same address as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Meats, meat products, meat byproducts and articles distributed by meat packinghouses* as described in sections A and C of Appendix I to the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209 and 766 (except hides and commodities in bulk), from Dubuque, Iowa, to points in Illinois on and south of U.S. Highway 150 and on and west of U.S. Highway 45 and points in Arkansas, Kansas, Louisiana, Mississippi, Missouri, Oklahoma, and Texas. Note: Common control may be involved with certificate No. MC 2698. Applicant states duplicating authority may be involved be tacking No. MC 113267 (Sub-Nos. 86 and 141) at Paducah, Ky., and Memphis, Tenn., to serve Arkansas and part of Mississippi. Applicant also states the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at St. Louis, Mo., or Des Moines, Iowa.

No. MC 113678 (Sub-No. 466), filed August 25, 1972. Applicant: CURTIS, INC., 4810 Pontiac Street, Commerce City, CO 80022. Applicant's representative: Richard A. Peterson, Post Office Box 80806, Lincoln, NE 68501. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Meats, meat products, meat byproducts and articles distributed by meat packinghouses*, as described in sections A and C of Appendix I to the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209 and 766, from Denison and Iowa Falls, Iowa, to points in Arizona, California, Colorado, Idaho, Montana, Nevada, Oregon, Utah, Washington, and Wyoming, restricted to traffic originating at the plantsite and/or warehouse of, or utilized by Farmland Foods, Inc., at the above-named origin and destined to the above-named location. Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Denver, Colo., Omaha, Nebr., or Chicago, Ill.

No. MC 114004 (Sub-No. 119), filed August 24, 1972. Applicant: CHANDLER TRAILER CONVOY, INC., 8828 New

Benton Highway, Little Rock, AR 72204. Applicant's representative: Harold G. Hernly, Jr., 2030 North Adams Street, Suite 510, Arlington, VA 22201. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: Trailers designed to be drawn by passenger automobiles in initial movements, from points in Henderson County, Tenn., to points in the United States (except Alaska and Hawaii). Note: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Memphis, Tenn., or Elkhart, Ind.

No. MC 114273 (Sub-No. 126), filed August 22, 1972. Applicant: CEDAR RAPIDS STEEL TRANSPORTATION, INC., Post Office Box 68, Cedar Rapids, IA 52406. Applicant's representative: Robert E. Konchar, Suite 315, Commerce Exchange Building, 2720 First Avenue NE, Cedar Rapids, IA 52402. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: Meats, meat products, meat byproducts and articles distributed by meat packinghouses, as described in sections A and C of Appendix I to the report in *Descriptions of Motor Carrier Certificate*, 61 M.C.C. 209 and 766, (a) from the plantsite of Farmland Foods, Inc., at Carroll, Denison, and Iowa Falls, Iowa to points in Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia, and the District of Columbia, and (b) from Farmland Foods, Inc., plantsite of Iowa Falls, Iowa to points in Minnesota, Colorado, Missouri, Indiana, and Michigan. Note: Applicant states that the requested authority cannot be tacked with its existing authority. Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill.

No. MC 114290 (Sub-No. 67), filed September 15, 1972. Applicant: EXLEY EXPRESS, INC., 2610 Southeast Eighth Avenue, Portland, OR 97202. Applicant's representative: James T. Johnson, 1610 IBM Building, Seattle, Wash. 98101. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: Animal food, canned and dry, and advertising matter, premiums and display material when shipped in the same vehicle with animal food, from points in California to points in Oregon and Washington. Note: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Portland, Oreg., or Seattle, Wash.

No. MC 114457 (Sub-No. 133), filed September 18, 1972. Applicant: DART TRANSIT COMPANY, a corporation, 780 North Prior Avenue, St. Paul, MN 55104. Applicant's representative: James C. Hardman, 127 North Dearborn Street, Chicago, IL 60602. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transport-

ing: Container ends and iron and steel articles, from Portage, Ind., to points in Illinois, Iowa, Missouri, Wisconsin, Minnesota, and Nebraska. Note: Applicant states that the requested authority could be tacked with its existing authority to a limited extent, that certain type consignees could be served at points in North Dakota, South Dakota, and Montana, but tacking, however, is not intended. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill., or St. Paul, Minn.

No MC 114632 (Sub-No. 52), filed August 31, 1972. Applicant: APPLE LINES, INC., Post Office Box 507, Madison, SD 57042. Applicant's representative: Val Higgins, 1000 First National Bank Building, Minneapolis, Minn. 55402. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: Such merchandise as is dealt in by wholesale and retail grocery and food business houses, from the storage facilities utilized by United Facilities, Inc., at or near Galesburg, Ill., to points in Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, and South Dakota. Note: Applicant states that the requested authority cannot be tacked with its existing authority. Applicant holds contract carrier authority under MC 129706, therefore, dual operations may be involved. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill., or Des Moines, Iowa, or Minneapolis, Minn.

No. MC 115242 (Sub-No. 10), filed September 19, 1972. Applicant: DONALD MOORE, 603 Buchanan Street, Prairie du Chien, WI 53821. Applicant's representative: John D. Varda, 121 South Pinckney Street, Madison, WI 53703. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: Rough sawn cooperage stock, stays and heading (except commodities in bulk, in tank vehicles), from Prairie du Chien, Wis., Hamilton, Murphysboro, Peoria, and Tremont, Ill., to Louisville and Lebanon, Ky., and Jackson, Tenn. Note: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill., or Madison, Wis.

No. MC 116273 (Sub-No. 157), filed August 20, 1972. Applicant: D & L TRANSPORT, INC., 3800 South Laramie Avenue, Cicero, IL 60650. Applicant's representative: William R. Lavery (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: Corn products and blends thereof, in bulk, in tank vehicles having a prior movement by rail, from Detroit, Mich., to points in Michigan. Note: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill.

No. MC 116544 (Sub-No. 133), filed August 28, 1972. Applicant: WILSON BROTHERS TRUCK LINE, INC., 700 East Fairview Avenue, Post Office Box 636, Carthage, MO 64836. Applicant's

representative: C. H. Fliesbach (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: Such commodities that are dealt in by The R. T. French Co. and foodstuffs, from Springfield, Mo., to points in Kansas, Nebraska, Iowa, Minnesota, Illinois, Wisconsin, Florida, Louisiana, Texas, Mississippi, Alabama, Oklahoma, Colorado, Arkansas, and New Mexico. Note: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Kansas City, Mo.

No. MC 116544 (Sub-No. 134), filed September 5, 1972. Applicant: WILSON BROTHERS TRUCK LINE, INC., 700 East Fairview Avenue, Post Office Box 636, Carthage, MO 64836. Applicant's representative: John H. Lewis, The 1650 Grant Street Building, Denver, Colo. 80203. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: Candy and confectionery products (except in bulk), packaging materials, advertising materials, and premium merchandise, moving in mixed loads with candy and confectionery products (except commodities in bulk), and materials and supplies used in the manufacture, sale and/or distribution of candy and confectionery products, from New Orleans and Thibodaux, La., to Milwaukee and Pewaukee, Wis. Note: Applicant states that the requested authority cannot be tacked with its existing authority. Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Milwaukee, Wis., or New Orleans, La.

No. MC 117823 (Sub-No. 43), filed August 28, 1972. Applicant: DUNKLEY REFRIGERATED TRANSPORT, INC., 1915 South Eighth West, Salt Lake City, UT 84104. Applicant's representative: Lon Rodney Kump, 720 Newhouse Building, Salt Lake City, Utah 84111. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: Foodstuffs, in mechanically refrigerated vehicles, from points in Cache County, Utah, to points in Utah and Arizona. Note: Applicant states that the requested authority will be tacked from Cache County, Utah to other points in Utah with its existing authority in certificate No. MC 117823 (Sub-No. 10), authorizing the transportation of dairy products from Salt Lake City, Aurora, Loa, Spanish Fork, and Elsinore, Utah, to points in Nevada and California. Applicant also indicates that duplicating authority may be involved under certificate No. MC 117823 and Subs thereunder. If a hearing is deemed necessary, applicant requests it be held at Salt Lake City, Utah.

No. MC 121604 (Sub-No. 1), filed August 18, 1972. Applicant: CENTRAL TRANSFER AND DISTRIBUTION COMPANY, a corporation, 801 South 15th Street, Omaha, NE 68101. Applicant's representative: Earl H. Scudder, Jr., Post Office Box 82028, 605 South 14th

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Street, Lincoln, NE 68501. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *General commodities* (except commodities in bulk, household goods as defined by the Commission, commodities which because of size or weight require the use of special equipment, and classes A and B explosives), between points in the Omaha, Nebr.-Council Bluffs, Iowa commercial zone on the one hand, and, on the other, points in Nebraska. **NOTE:** Applicant holds a certificate of registration which reads the same as the authority sought here. This application is to convert to a certificate of public convenience and necessity. If a hearing is deemed necessary, applicant requests it be held at Omaha, Nebr.

No. MC 123048 (Sub-No. 230), filed August 28, 1972. Applicant: DIAMOND TRANSPORTATION SYSTEM, INC., 1919 Hamilton Avenue, Racine, WI 53401. Applicant's representative: Paul C. Gartzke (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Tractors*, (2) *Forklifts*, (3) *Front-end loaders*, (4) *Self-propelled compactors*, (5) *Attachments* for (1) through (4) above, (6) *Parts* for (1) through (5) above, (7) *Materials, equipment, and supplies* used in the manufacture, sale, and distribution of the commodities described in (1) through (6) above, between points in Burnett County, Wis., on the one hand, and, on the other hand, points in the United States (except Alaska and Hawaii). Applicant states that the requested authority can be tacked with its existing authority, but indicates that it has no present intention to tack and therefore does not identify the points or territories which can be served through tacking. Persons interested in the tacking possibilities are cautioned that failure to oppose the application may result in an unrestricted grant of authority. If a hearing is deemed necessary, applicant requests it be held at Minneapolis, Minn., Chicago, Ill., or Washington, D.C.

No. MC 123048 (Sub-No. 231), filed August 30, 1972. Applicant: DIAMOND TRANSPORTATION SYSTEMS, INC., 1919 Hamilton Avenue, Racine, WI 53401. Applicant's representative: Paul C. Gartzke, 121 West Doty Street, Madison, WI 53703. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Iron or steel pipe and tubing* and (2) *Plastic pipe, tubing and fittings*, from the plantsite of Tex-Tube Division Detroit Steel Corp., a division of Cyclops Corp. at or near Houston, Tex., to points in the United States (except Alaska and Hawaii). **NOTE:** Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Houston, Tex., or Washington, D.C.

No. MC 123987 (Sub-No. 4), filed September 5, 1972. Applicant: JEWETT SCOTT TRUCK LINE, INC., Post Office Box 267, Mangum, OK 73554. Applicant's

representative: Grady L. Fox, 222 Amarillo Building, Amarillo, TX 79101. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Fire clay*, in bags, (1) from Elgin, Tex., to points on and west of U.S. Highway 77 (Interstate Highway 35) in Oklahoma, and (2) *brick and structural tile*, (1) from Hope, Clarksville, and Malvern, Ark., to points on and west of U.S. Highway 77 (Interstate Highway 35) in Oklahoma, and that part of Texas west and north of U.S. Highway 281 from the Oklahoma-Texas State line to Wichita Falls, Tex., thence west of U.S. Highway 82 to Guthrie, Tex., thence north on U.S. Highway 83 to Paducah, Tex., thence west on U.S. Highway 70 to the Texas-New Mexico State line; (2) from Concordia and Hoisington, Tex., to points on and west of U.S. Highway 77 (Interstate Highway 35) in Oklahoma, and that part of Texas west and north of U.S. Highway 281 from the Oklahoma-Texas State line to Wichita Falls, Tex., thence west of U.S. Highway 82 to Guthrie, Tex., thence north on U.S. Highway 83 to Paducah, Tex., thence west on U.S. Highway 70 to the Texas-New Mexico State line, and (4) from Elmendorf and San Antonio, Tex., to points on and west of U.S. Highway 77 (Interstate Highway 35) in Oklahoma. **NOTE:** Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Oklahoma City, Okla., or Dallas, Tex.

No. MC 124078 (Sub-No. 530), filed August 22, 1972. Applicant: SCHWERMANN TRUCKING CO., a corporation, 611 South 28th Street, Milwaukee, WI 53246. Applicant's representative: James R. Ziperski (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Cement* from Fairborn, Ohio, to points in West Virginia, (2) *wood preservatives*, in bulk, in tank vehicles, from Oshkosh, Wis., to points in the Upper Peninsula of Michigan, and (3) *sand*, in bulk, in tank vehicles, from Hanover, Wis., to points in Ohio. **NOTE:** Common control may be involved. Applicant states that the requested authority under items (1) and (2) could be tacked with its existing authority but indicates that it has no present intention to tack and therefore does not identify the points or territories which can be served through tacking. Persons interested in the tacking possibilities are cautioned that failure to oppose the application may result in an unrestricted grant of authority. If a hearing is deemed necessary, applicant requests it be held at Milwaukee, Wis., or Chicago, Ill.

No. MC 124109 (Sub-No. 10), filed September 11, 1972. Applicant: B. F. C. TRANSPORTATION, INC., 950 Shaver Road, Cedar Rapids, IA 52406. Applicant's representative: William L. Fairbank, 900 Hubbell Building, Des Moines, Iowa 50309. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: (1)

*Urethane foam* from Iowa City, Iowa, to Chicago and Kankakee, Ill., and Omaha, Nebr., under contract with Sheller-Globe Corp.; and (2) *Rolled paper* from Fort Madison, Iowa, to points in Illinois, Missouri, Nebraska, and Wisconsin; and (3) *Scrap paper* from points in Illinois, Missouri, Nebraska, and Wisconsin, to Fort Madison, Iowa, under contract in parts (2) and (3) with Consolidated Packaging Corp. **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill.

No. MC 124144 (Sub-No. 3), filed September 7, 1972. Applicant: ROBERT N. TOOMEY, doing business as ROBERT N. TOOMEY TRUCKING CO., Rural Delivery No. 2, York, Pa. 17403. Applicant's representative: Norman T. Petow, 43 North Duke Street, York, PA 17401. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Fiberglass screening*, from the plant of Oxford Mills in Los Angeles County, Calif., to York, Pa., serving the intermediate point of the plant of New York Wire Co. in Chicago, Ill., under contract with Oxford Mills, subsidiary of New York Wire Co. **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Harrisburg, Pa., or Baltimore, Md.

No. MC 124170 (Sub-No. 31), filed August 31, 1972. Applicant: FROSTWAYS, INC., 3900 Orleans, Detroit, MI 48207. Applicant's representative: Robert D. Schuler, 1 Woodward Avenue, Suite 1700, Detroit, MI 48226. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Meats, meat products and meat by-products*, as described in sections A and C of Appendix I to the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209, 272, in vehicles equipped with mechanical refrigeration, from Coldwater, Mich., to points in Connecticut, Delaware, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, New Jersey, New York, New Hampshire, North Carolina, Ohio, Pennsylvania, Rhode Island, Vermont, Virginia, South Carolina, West Virginia, Tennessee, and Washington, D.C. **NOTE:** Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Lansing or Detroit, Mich.

No. MC 124649 (Sub-No. 2), filed September 20, 1972. Applicant: JOSEPH BONANNO, INC., 1 Cranford Avenue, Linden, NJ 07036. Applicant's representative: Morton E. Kiel, 140 Cedar Street, New York, NY 10006. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Ferrous scrap metal*, between points in New York and New Jersey, on the one hand, and, on the other, points in New York, New Jersey, Connecticut, Pennsylvania, Delaware, and Maryland. **NOTE:** Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at New York, N.Y.

No. MC 124774 (Sub-No. 84), filed September 20, 1972. Applicant: MIDWEST REFRIGERATED EXPRESS, INC., 3200 Highway 75 North, Post Office Box 536, Sioux City, IA 51101. Applicant's representative: Patrick E. Quinn, 605 South 14th Street, Post Office Box 82028, Lincoln, NE 68501. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Meats, meat products, and meat byproducts and articles distributed by meat packinghouses* as described in sections A and C of Appendix I to the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209 and 766 (except hides and commodities in bulk, in tank vehicles), from York, Nebr., to points in Florida. Note: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Lincoln or Omaha, Nebr.

No. MC 124796 (Sub-No. 101), filed September 25, 1972. Applicant: CONTINENTAL CONTRACT CARRIER CORP., 15045 East Salt Lake Avenue, Post Office Box 1257, City of Industry, CA 91747. Applicant's representative: J. Max Harding, Post Office Box 82028, Lincoln, NE 68501. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: (1) *Automotive parts and accessories, automotive jacks, cranes (not self-propelled), hand, electric, and pneumatic tools, advertising matter, premiums, racks, and display cases, signs*, from the plantsite and warehouse facilities of Walker Manufacturing Co., Division of Tenneco, Inc., at or near Seward, Nebr., to points in the United States (except Alaska and Hawaii). (2) *Returned shipments and materials, equipment, and supplies utilized in the manufacture, sale, and distribution of the commodities specified in (1) above in the reverse direction*. Restriction: Restricted against the transportation of commodities in bulk and those which by reason of size or weight, require the use of special equipment. Also restricted to a transportation service to be performed under continuing contract, or contracts, with Walker Manufacturing Co., Division of Tenneco, Inc. Note: Common control may be involved. If a hearing is deemed necessary applicant requests it be held at Omaha, Nebr.

No. MC 124904 (Sub-No. 2), filed September 18, 1972. Applicant: GIBNEY DISTRIBUTORS, INC., 2335 Waterbury Avenue, Bronx, NY 10462. Applicant's representative: Arthur J. Piken, One Lefrak City Plaza, Flushing, N.Y. 11368. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Girl Scout cookies*, between the warehouse and storage facilities of Gibney Distributors, Inc., located in Bronx County and Smithtown Township, Suffolk County, N.Y., on the one hand, and, on the other, points in New Jersey and the counties of Nassau, Suffolk, Rockland, and Westchester, N.Y. Note: Applicant states that

the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at New York, N.Y.

No. MC 124947 (Sub-No. 18), filed September 10, 1972. Applicant: MACHINERY TRANSPORTS, INC., Post Office Box 2338 (608 Cass Street), East Peoria, IL 61611. Applicant's representative: T. M. Brown, 600 Leininger Building, Oklahoma City, Okla. 73112. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Refuse handling equipment, containers, compactors, and trailers*; and (2) *Parts and accessories for the commodities in (1) above, from Cleburne, Tex., to points in the United States (including Alaska, but excluding Hawaii)*. Note: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Dallas or Fort Worth, Tex.

No. MC 125168 (Sub-No. 24), filed September 18, 1972. Applicant: OIL TANK LINES, INC., Post Office Box 190, Hook Road and Darby Creek, Darby, PA 19023. Applicant's representative: V. Baker Smith, 2107 The Fidelity Building, Philadelphia, Pa. 19109. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Petroleum oils*, in bulk, in tank vehicles, from Oil City, Pa., to North Bergen, N.J. Restriction: The operations are limited to a transportation service to be performed under a continuing contract or contracts with the Pennsylvania Refining Co. of Butler, Pa. Note: If a hearing is deemed necessary, applicant requests it be held at Philadelphia, Pa., or Washington, D.C.

No. MC 125996 (Sub-No. 30), filed August 24, 1972. Applicant: ROAD RUNNER TRUCKING, INC., Post Office Box 37491, Omaha, NE 68137. Applicant's representative: Arnold L. Burke, 127 North Dearborn Street, Suite 1133, Chicago, IL 60602. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Frozen processed foods*, from the plantsite and storage facilities of Delicious Foods Co., at or near Grand Island and York, Nebr., to points in Arizona, California, Colorado, District of Columbia, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, New York, Ohio, Oregon, Pennsylvania, Rhode Island, Tennessee, Texas, Utah, Virginia, Washington, West Virginia, and Wisconsin; and (2) *Meat, meat products, meat byproducts and articles distributed by meat packinghouses*, as described in sections A and C of Appendix I to the report in *Descriptions in Motor Carrier Certificates* 61 M.C.C. 209 and 766 (except hides and commodities in bulk), from the plantsite and storage facilities of Gibbon Packing Co., at or near Gibbon and Hastings, Nebr., to points in Colorado, Illinois, Minnesota, and Wisconsin. Note: Applicant states that the requested authority cannot be

tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Omaha, Nebr.

No. MC 126346 (Sub-No. 11), filed August 28, 1972. Applicant: HAUP CONTRACT CARRIERS, INC., 226 North 11th Avenue, Post Office Box 842, Wausau, WI 54401. Applicant's representative: Norman L. Haupt (same address as applicant). Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: (1) *Self-propelled cranes*, in driveway service, from Schofield, Wis., and the proving-ground site of J. I. Case Co., Drott Manufacturing Co. Division, located at or near Lincoln County, Wis., to points in Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming; (2) *self-propelled material handling and construction equipment*, with or without attachments (except self-propelled vehicles designed for transporting property or passengers on highways), *cranes, and hoisting equipment*, from Schofield, Wis., and the proving-ground site of J. I. Case Co., Drott Manufacturing Co. Division located at or near Lincoln County, Wis., to points in Wisconsin; (3) *grading, loading, and excavating attachments* for tractors and parts for such attachments, and *parts and attachments* for the commodities described in (2) above, from Schofield, Wis., and the proving-ground site of J. I. Case Co., Drott Manufacturing Co. Division located at or near Lincoln County, Wis., to points in Wisconsin; (4) *materials, equipment, and supplies* used in the manufacture and distribution of the commodities described in (1), (2), and (3) above, from points in Alabama, Arkansas, Connecticut, Delaware, Florida, Georgia, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Mississippi, Missouri, Nebraska, New Hampshire, New Jersey, North Carolina, North Dakota, Oklahoma, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, West Virginia, Wisconsin, and the District of Columbia, to Schofield, Wis. Restriction: Operations authorized limited to a transportation service to be performed under a continuing contract, or contracts, with J. I. Case Co., Drott Manufacturing Co. Division, of Schofield, Wis. Note: If a hearing is deemed necessary, applicant requests it be held at Madison, Wis., Chicago, Ill., or Washington, D.C.

No. MC 127283 (Sub-No. 6), filed September 21, 1972. Applicant: SILICA SAND TRANSPORT, INC., Routes 47 and 71, Post Office Box 212, Yorkville, IL 60560. Applicant's representative: Albert A. Andrin, 29 LaSalle Street, Chicago, IL 60603. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Sand*, from LaSalle County, Ill., to all points in the United States (except Alaska and Hawaii), under contract with the Ottawa Silica Co. Note: Applicant states that duplicating authority may be involved under permits No. MC 127283

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and (Sub-No. 2), authorizing the transportation of *sand* to various points in the United States; and No. MC 127283 (Sub-Nos. 4 and 5) authorizing the transportation of *silica sand* to various points in the United States. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill., or Washington, D.C.

No. MC 127602 (Sub-No. 13), filed September 15, 1972. Applicant: DENVER-MIDWEST MOTOR FREIGHT, INC., Post Office Box 156-D.T.S., Omaha, NE 68101. Applicant's representative: Earl H. Scudder, Jr., Post Office Box 82028, 605 South 14th Street, Lincoln, NE 68501. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities* (except commodities in bulk, household goods as defined by the Commission; commodities which because of size or weight require the use of special equipment, and classes A and B explosives), serving Western Electric warehouse site located near Underwood, Iowa as an off-route point in connection with operations via Omaha, Nebr. Note: If a hearing is deemed necessary, applicant requests it be held at Omaha, Nebr.

No. MC 128270 (Sub-No. 5), filed September 19, 1972. Applicant: REDIEHS INTERSTATE, INC., 7869 Milton Road, Gary, IN 46403. Applicant's representative: James C. Hardman, 127 North Dearborn Street, Chicago, IL 60602. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Container ends and iron and steel articles*, from Portage, Ind., to points in Illinois, Iowa, Missouri, Wisconsin, Minnesota, and Nebraska. Note: Applicant states that the requested authority cannot be tacked with its existing authority. Applicant further states no duplicating authority sought. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill.

No. MC 128412 (Sub-No. 4), filed September 25, 1972. Applicant: LO-TEMP EXPRESS, INC., 1810 10th Avenue, Altoona, PA 16603. Applicant's representative: Arthur J. Diskin, 806 Frick Building, Pittsburgh, Pa. 15219. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Confectioneries and confectionery products* (except in bulk), from Altoona, Pa., to points in New Jersey, Virginia, North Carolina, South Carolina, Tennessee, Georgia, Kentucky, Arkansas, and Florida, under a continuing contract with Boyer Bros., Inc. of Altoona, Pa. Note: If a hearing is deemed necessary, applicant requests it be held at Washington, D.C., or Pittsburgh, Pa.

No. MC 128555 (Sub-No. 4), filed September 14, 1972. Applicant: MEAT DISPATCH, INC., 1000 Jefferson Road, Rochester, NY 14623. Applicant's representative: Raymond A. Richards, 44 North Avenue, Webster, NY 14580. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Such commodities* as are dealt in by retail department stores between Rochester, N.Y., on the one

hand, and, on the other, points in Alabama, Connecticut, Georgia, Massachusetts, New Hampshire, North Carolina, Rhode Island, South Carolina, Vermont, and Virginia, under contract with Neisser Bros., Inc. Note: If a hearing is deemed necessary, applicant requests it be held at Rochester, N.Y.

No. MC 129068 (Sub-No. 18), filed September 11, 1972. Applicant: GRIFFIN TRANSPORTATION, INC., 3002 South Douglas Boulevard, Oklahoma City, OK 73150. Applicant's representative: Jack L. Griffin (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Trailers* designed to be drawn by passenger automobiles, *building (modular)* completely knocked down or in sections, when moved on wheeled undercarriage, all commodities are restricted to initial movement only, from points in Woodward County, Okla., to points in the United States (except Alaska and Hawaii). Note: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Dallas, Tex., or Oklahoma City, Okla.

No. MC 129191 (Sub-No. 2), filed September 7, 1972. Applicant: RICHARD T. PLATTNER, doing business as JANS MOTOR SERVICE, 4640 West 120th Street, Alsip, IL 60658. Applicant's representative: Albert A. Andrin, 29 South LaSalle Street, Chicago, IL 60603. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Iron and steel articles, and contractor's machinery, equipment, materials and supplies* (except commodities in bulk), between Indian Oaks, Ill., and points in Lake, Porter, and La Porte Counties, Ind. Note: If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill. or Washington, D.C.

No. MC 129282 (Sub-No. 14), filed September 5, 1972. Applicant: BERRY TRANSPORTATION, INC., Post Office Box 1824, Longview, TX 75601. Applicant's representative: Fred S. Berry (same address as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Malt beverages and material and supplies* ordinarily dealt in by malt beverage distributors, from San Antonio, Tex., to points in New Mexico. Note: Applicant states that tacking is possible at San Antonio, Tex., although tacking is not intended. Persons interested in the tacking possibilities are cautioned that failure to oppose the application may result in an unrestricted grant of authority. If a hearing is deemed necessary, applicant requests it be held at San Antonio or Fort Worth, Tex.

No. MC 129282 (Sub-No. 15), filed August 28, 1972. Applicant: BERRY TRANSPORTATION, INC., Post Office Box 1824, Longview, TX 75601. Applicant's representative: Fred S. Berry (same address as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes,

transporting: *Salt and salt products*, with or without chemicals added, in packages or machine pressed blocks, from Jefferson Island, La., to Memphis, Tenn., and points in Arkansas and Texas. Note: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Detroit, Mich., or Chicago, Ill.

No. MC 129647 (Sub-No. 2), filed September 1, 1972. Applicant: R. JUDD PRICKETT, College Highway, Southampton, Mass. 01073. Applicant's representative: David M. Marshall, 135 State Street, Suite 200, Springfield, MA 01103. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Preengineered metal buildings and metal building components and materials, supplies, and equipment* used or useful in the manufacture and erection of metal buildings, between Southampton, Mass., on the one hand, and, on the other, points in the United States on and east of a line beginning at the mouth of the Mississippi River, and extending along the Mississippi River to its junction with the western boundary of Itasca County, Minn., thence northward along the western boundaries of Itasca and Koochiching Counties, Minn., to the international boundary line between the United States and Canada, under contract with Sheango Steel Buildings of New England, Inc. Note: If a hearing is deemed necessary, applicant requests it be held at Springfield, Mass.; Hartford, Conn.; Boston, Mass., or Albany, N.Y.

No. MC 129719 (Sub-No. 2), filed September 18, 1972. Applicant: BURRELL TRUCKING, INC., Fifth Street, New Kensington, Pa. 15068. Applicant's representative: Arthur J. Diskin, 806 Frick Building, Pittsburgh, Pa. 15219. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Salt and salt mixed with potash*, from warehouses of Standard Terminals, Inc., at points in Westmoreland, Allegheny, and Washington Counties, Pa., to points in Ohio (except the commercial zones as defined by the Commission of Akron and Cleveland), Maryland, and West Virginia, under a continuing contract with Standard Terminals, Inc. Note: If a hearing is deemed necessary, applicant requests it be held at Washington, D.C., or Pittsburgh, Pa.

No. MC 133977 (Sub-No. 14) (Clarification), filed August 9, 1972, published in the *FEDERAL REGISTER* issue of September 14, 1972, and republished as clarified this issue. Applicant: GENE'S, INC., 10115 Brookville Salem Road, Clayton, OH 45315. Applicant's representative: Paul F. Beery, 88 East Broad Street, Columbus, OH 43215. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Lenses or reflectors, glass*, from Greenville, Ohio to ports of entry on the international boundary line between the United States and Canada located in Michigan; and (2) *returned shipments of the commodities and packing materials*

used in shipping the commodities described in (1) above, from the ports of entry on the international boundary line between the United States and Canada located in Michigan to Greenville, Ohio. **NOTE:** Applicant states that the requested authority cannot be tacked with its existing authority. Applicant holds contract carrier authority under MC 134239 and Subs thereunder, therefore, dual operations may be involved. The purpose of this republication is to more clearly describe the authority sought in (1) above. If a hearing is deemed necessary, applicant requests it be held at Columbus or Cleveland, Ohio.

No. MC 134323 (Sub-No. 30), filed September 11, 1972. Applicant: JAY LINES, INC., 720 North Grand Street (Post Office Box 4146), Amarillo, TX 79105. Applicant's representative: Gailyn Larson, Post Office Box 80806, Lincoln, NE 68501. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Household appliances, furnaces, air cleaners and conditioners, humidifiers, dehumidifiers and related items; and materials, parts and supplies used in the manufacture, production, and distribution thereof*, between Effingham, Ill., on the one hand, and, on the other, points in Connecticut, Maryland, Massachusetts, New Jersey, New York, Pennsylvania, Rhode Island, and the District of Columbia, under contract with Fedders Corp. **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Washington, D.C., or Omaha, Nebr.

No. MC 134358 (Sub-No. 3), filed September 5, 1972. Applicant: CENTRAL DISPATCH, INC., 52 Kansas Avenue, Kansas City, KS 66105. Applicant's representative: Charles A. Darby, 1215 Commerce Bank Building, Kansas City, Mo. 64106. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *General commodities*, between Lawson, Mo., and points within 10 miles thereof, on the one hand, and, on the other, all points in Missouri. **NOTE:** Applicant states tacking will be made at Lawson, Mo., and points within 10 miles thereof. Applicant further states instant application is filed concurrently with an application under section 212(b) of the Interstate Commerce Act wherein Central Dispatch, Inc., is seeking to acquire the intrastate Certificate of Registration of Stewart Freight, Inc., MC 121030 (Sub-No. 1) and to convert into a Certificate of Public Convenience and Necessity. If a hearing is deemed necessary, applicant requests it be held at Kansas City, Mo.

No. MC 134478 (Sub-No. 2), filed September 21, 1972. Applicant: CONNOLLY CARGO CORP., 1088 North Snelling Avenue, Post Office Box 3660, St. Paul, MN 55101. Applicant's representative: Andrew R. Clark, 1000 First National Bank Building, Minneapolis, MN 55402. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Paper and paper products*, from Minneapolis, Minn., to points in Wisconsin. **NOTE:** Applicant

states that the requested authority cannot be tacked with its existing authority. Applicant has pending applications under MC 135424 and Subs thereunder. Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Minneapolis, Minn.

No. MC 134631 (Sub-No. 143, filed September 18, 1972. Applicant: SCHULTZ TRANSIT, INC., Post Office Box 503, Winona, MN 55987. Applicant's representative: Val M. Higgins, 1000 First National Bank Building, Minneapolis, Minn. 55402. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *New furniture*, in containers, from Chetek, Wis., to points in the United States (except Alaska and Hawaii), under contract with ABC Chetek, Inc. **NOTE:** Applicant also presently holds common carrier authority under MC 118202 and Subs, therefore dual operations may be involved. If a hearing is deemed necessary, applicant requests it be held at Minneapolis, Minn.

No. MC 134755 (Sub-No. 32), filed September 5, 1972. Applicant: CHARTER EXPRESS, INC., 1959 East Turner Street, Springfield, MO 65804. Applicant's representative: Le Roy Smith (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Foodstuffs*, except in bulk, from the plantsites and warehouse facilities of Tony Downs Foods Co. at or near St. James, Madelia, and Butterfield, Minn., and Estherville, Iowa, to points in Colorado, Georgia, Idaho, Illinois, Indiana, Kentucky, Louisiana, Mississippi, Montana, Nevada, New Jersey, New York, New Mexico, North Carolina, Ohio, California, Alabama, Arizona, Wyoming, Utah, Oregon, Washington, Wisconsin, Pennsylvania, Tennessee, West Virginia, Virginia, and South Carolina and (2) *Foodstuffs*, except in bulk, from the plantsites and warehouse facilities of Tony Downs Foods Co. at or near St. James, Madelia, and Butterfield, Minn., and Estherville, Iowa, to points in Arkansas, Iowa, Kansas, Missouri, Nebraska, Oklahoma, and Texas, (1) and (2) restricted to traffic originating at the named origin points and destined to the named destination States. **NOTE:** Applicant does not seek any duplicating authority. If a hearing is deemed necessary, applicant requests it be held at Minneapolis, Minn., or Chicago, Ill.

No. MC 135702 (Sub-No. 3), filed September 22, 1972. Applicant: CHARLES R. ELLSWORTH TRUCKING, INC., Post Office Box 385, Stroud, OK 74079. Applicant's representative: Wilburn L. Williamson, 280 National Foundation Life Building, 3535 Northwest 58th, Oklahoma City, OK 73112. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Roofing and roofing materials* (except in bulk, in tank vehicles), from Stroud, Okla., to points in Kansas, restricted to traffic originating at the named origin and destined to the named destination. **NOTE:** If a hearing is deemed

necessary, applicant requests it be held at Oklahoma City, Okla.

No. MC 135784 (Sub-No. 1), filed August 31, 1972. Applicant: GABE D. ANDERSON, JR., doing business as CONTAINER TRANSPORT, Post Office Box 99, Bovina, TX 79007. Applicant's representative: Grady L. Fox, 222 Amarillo Building, Amarillo, Tex. 79101. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Commodities*, in containers, having a prior or subsequent movement by water, between ports on the Arkansas-Verdigris River System located in Oklahoma and points in Oklahoma, Kansas, New Mexico, Colorado and that part of Texas north of U.S. Highway 84 from the Texas-Louisiana State line; west to junction of U.S. Highway 84 and U.S. Highway 180 in Snyder, Tex., thence west on U.S. Highway 180 to the Texas-New Mexico State line. **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Amarillo, Tex., or Oklahoma City, Okla.

No. MC 135786 (Sub-No. 4), filed September 14, 1972. Applicant: NORRIS E. BASS, doing business as N. E. BASS, 9223 Timberlake Road, Lynchburg, VA. Applicant's representative: Bolling Lambeth, 118 East Main Street, Bedford, VA 24523. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Artificial flowers*, from West Pittston, Pa., to points in Virginia, North Carolina, South Carolina, and Florida. **NOTE:** Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 136146 (Sub-No. 1), filed September 11, 1972. Applicant: EMPIRE WAREHOUSE, INC., 4970 Olive Street, Commerce City, CO 80022. Applicant's representative: Kenuff D. Wolford, 946 Metropolitan Building, Denver, Colo. 80202. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Candy*, between points in Denver, Arapahoe, Adams, Boulder, Weld, and Larimer Counties, Colo., restricted to traffic having a prior out-of-State movement. **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Denver, Colo.

No. MC 136161 (Sub-No. 5), filed September 19, 1972. Applicant: ORBIT TRANSPORT, INC., Post Office Box 163, Spring Valley, IL 61362. Applicant's representative: E. Stephen Heisley, 666 11th Street NW, Washington, DC 20001. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Liquid feed and feed supplements*, in bulk, in tank vehicles, from Cameron, Ill., to points in Illinois, Iowa, Missouri, and Wisconsin. **NOTE:** Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill.

No. MC 136642 (Sub-No. 1), filed September 1, 1972. Applicant: BEAUMONT TRANSPORT INC., 2660 Roland Therrien, Longueuil, Province of Quebec, Canada. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: (1) *Rough and dressed lumber*, between the ports of entry on the international boundary line between the United States and Canada located at or near Champlain, N.Y., Highgate Springs, Norton Mill, and Derby Line, Vt., and Jackman, Maine, and points in New York, Vermont, Maine, Massachusetts, Connecticut, New Hampshire, Rhode Island, Delaware, New Jersey, Pennsylvania, Maryland, Virginia, West Virginia, Kentucky, and Tennessee, and (2) *dressed lumber* from Potsdam, N.Y., to port of entry on the international boundary line between the United States and Canada at or near Champlain, N.Y., under contract with Abbot, Mading & Tardif, Inc., Canfio Division Des Industries Zodiac, Elliot Hardwood Co., Produits Forestiers M. P., Inc., and Chibougamau Lumber, Ltd., restricted to traffic originating at or destined to the above-named ports of entry on the international boundary line between the United States and Canada. Note: If a hearing is deemed necessary, applicant requests it be held at Montpelier, Vt., or Albany, N.Y.

No. MC 136845 (Sub-No. 2), filed August 23, 1972. Applicant: DEEPWELL SERVICE, INC., Post Office Box 12, Columbia, MS 39429. Applicant's representative: David B. Erwin, Suite 112, 1030 East Lafayette Street, Tallahassee, FL 32301. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Water used in oil and gas production* from oil well drilling sites to other drilling sites or disposal facilities, and (2) *liquid mud, oil spillage, oil emulsion, and basic sediment* in connection with oil and gas production, in vacuum equipment only, between points within the Alabama counties of Mobile, Baldwin, Escambia, Covington, Geneva, Coffee, Crenshaw, Butler, Conecuh, Monroe, Clark, Washington, and Wilcox, and points within the Florida counties of Escambia, Santa Rosa, Okaloosa, Walton, Holmes, Washington, and that part of Bay County west of Florida Highway 77. Note: If a hearing is deemed necessary, applicant requests it be held at Pensacola or Tallahassee, Fla.

No. MC 136899 (Sub-No. 1), filed September 18, 1972. Applicant: HIGGINS TRANSPORTATION, LTD., 824 Valley View Drive, Richland Center, WI 53581. Applicant's representative: Michael J. Wyngaard, 125 West Doty Street, Madison, WI 53703. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Signs, sign parts, sign poles, sign pole parts, electrical advertising displays, fiber glass products, and accessories* when moving therewith from Elk Grove Village, Burr Ridge, and West Chicago, Ill., to points in the United States

(except Alaska and Hawaii); and (2) *refused or rejected shipments on return and materials, equipment, and supplies* which are used or useful in the manufacture, sale, production, or distribution of the commodities named above in section (1) of this application, from points in the United States (except Alaska and Hawaii) to Elk Grove Village, Burr Ridge, and West Chicago, Ill. Restriction: Restricted against the transportation of the named commodities in bulk. Note: Applicant states that the requested authority cannot be taxed with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill., or Madison, Wis.

No. MC 136921 (Sub-No. 1), filed September 18, 1972. Applicant: E. & R. FREIGHT, INC., Rural Route No. 1, Byron, Ill. 61010. Applicant's representative: Allan C. Zuckerman, 39 South La Salle Street, Chicago, IL 60603. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *General commodities* (except those of unusual value, livestock, class A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment), between Rockford, Ill., on the one hand, and, on the other, points in Stephenson, Winnebago, Whiteside, Boone, Ogle, and Lee Counties, Ill., and Rock County, Wis., restricted to the transportation of traffic moving from or to the terminal facilities of Lifschultz Fast Freight, Inc., at Rockford, Ill. Note: Applicant states that the requested authority cannot be taxed with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill.

No. MC 138019 (Sub-No. 1), filed September 5, 1972. Applicant: ARTUS TRUCKING CO., INC., Tomkins Tide-water Terminal, Building 20, Kearny, N.J. 07032. Applicant's representative: Arthur J. Piken, 1 Lefrak City Plaza, Suite 1515, Flushing, N.Y. 11368. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Paper and paper bags*, between New York, N.Y., on the one hand, and, on the other, points in Connecticut, Delaware, Maryland, Massachusetts, New Jersey, New York, Pennsylvania, Rhode Island, and the District of Columbia, within 250 miles of New York, N.Y. Note: Applicant presently holds a permit to engage in operations as a *contract carrier* in Docket No. MC-43734, authorizing it to engage in the service proposed herein. This application is filed for the purpose of converting its existing authorization from a permit to a Certificate of Public Convenience and Necessity so as to permit it to operate as a *common carrier* by motor vehicle. This is in accordance with the order of the Commission in Docket No. MC-43734 (Sub-No. 5) dated June 7, 1972, and hearing service date June 30, 1972. It should also be noted that approval of dual operations may be required in view of the holding by applicant of another permit in Docket No. MC 43734 (Sub-

No. 1). In the event dual operations are not approved by your Commission, applicant will consent to a revocation of his permit in Docket No. MC 43734 (Sub-No. 1). If a hearing is deemed necessary, applicant requests it be held at New York, N.Y.

No. MC 138046 filed September 15, 1972. Applicant: JOHN S. GRIMM, INC., 890 Shorewood Drive, Medina, OH 44256. Applicant's representative: James R. Stiverson, 50 West Broad Street, Columbus, OH 43215. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Plastic products*, from Medina, Ohio, to points in Illinois, Indiana, Kentucky, Maryland, Michigan, New York, Pennsylvania, West Virginia, and the District of Columbia, and *materials and supplies used in the manufacture of plastic products* (except commodities in bulk), from points in the above-named destination States to Medina, Ohio, under contract with Plastipak Packaging Div. of Absopure Water Co. Note: If a hearing is deemed necessary, applicant requests it be held at Columbus, Ohio or Washington, D.C.

No. MC 138047 filed September 18, 1972. Applicant: HUEMARK, INC., Post Office Box 453, Atlantic, IA 50022. Applicant's representative: Einar Viren, 904 City National Bank Building, Omaha, NE 68102. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: (1) *Lampshades, lamps (assembled), lamp parts (unassembled), lampshade components (unassembled)*, from Atlantic, Iowa, to points in the United States (except Alaska and Hawaii); (2) *wire* used in the manufacturing of *lampshade frames, both round and flat wire and cloth and fabrics*, from Kansas City, Mo., to Atlantic, Iowa; (3) *wire* used in the manufacturing of *lampshade frames, both round and flat wire*, from Crawfordsville, Ind., to Atlantic, Iowa; (4) *wire* used in the manufacturing of *lampshade frames, both round and flat wire, paper, cloth, glue, solvents, plastic, fiber glass, tape, trims, certain lampshade machine parts, etc., metal lamp parts, lamp pipe, ceramic lamp bases, metal components for lamp shade frames and lamp parts, such as harps, finials, risers, washers, harp holders, shade clamps, etc., paper tubes for packaging and lamp columns, elastic, printed poly sheeting on rolls, textile trimmings (lampshade trim), vinyl and cloth bindings, electrical wire on reels, electrical plugs and sockets, electrical wire made up in cord sets*, from Chicago, Ill., to Atlantic, Iowa; (5) *Corrugated paper cartons*, from Lincoln, Nebr., to Atlantic, Iowa; (6) *Metal lamp base loaders*, from Wayland, Mich., to Atlantic, Iowa; (7) *polyethylene sheeting*, from Terre Haute, Ind., to Atlantic, Iowa; (8) *rolled paper, cloth, laminated fiber glass and plastic*, from Union, N.J., to Atlantic, Iowa; (9) *lamp parts, metal and glass and metal lamp bases*, from Philadelphia, Pa., to Atlantic, Iowa; (10) *textile trimmings*,

from West Conshohocken, Pa., to Atlantic, Iowa; (11) textile trimmings and cloth, from New York, N.Y., to Atlantic, Iowa; (12) metal lamp bases and textile trimmings, from Brooklyn, N.Y., to Atlantic, Iowa; (13) electrical wire on reels, electrical plugs and sockets, electrical light cords and sockets, electrical wire made up in cord sets, from Trenton, N.J., to Atlantic, Iowa; (14) wood lamp parts, finished, from Paoli, Ind., to Atlantic, Iowa; (15) glass lamp parts, from Jeannette, Pa., to Atlantic, Iowa; (16) wood lamp parts, finished, from Hoboken, N.J., to Atlantic, Iowa; (17) metal lamp parts, from Bronx, N.Y., to Atlantic, Iowa; (18) felt pads and textiles, from Weehawken, N.J., to Atlantic, Iowa; and (19) gold paint, from Alliance, Ohio, to Atlantic, Iowa. Note: All of the above under a continuing contract with Beaudine Manufacturing Co. If a hearing is deemed necessary, applicant requests it be held at Omaha, Nebr., Chicago, Ill., Des Moines, Iowa or Washington, D.C.

No. MC 138056 (Sub-No. 1), filed September 25, 1972. Applicant: DICK SIMON TRUCKING, INC., 3700 South 4355 West, Granger UT 84120. Applicant's representative: Irene Warr, 430 Judge Building, Salt Lake City, Utah 84111. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Frozen cherries, and bottled and canned fruit juices*, from the plantsite of Payson Fruit Growers Association at or near Payson, Provo, and Moroni, Utah, to points in California, under contract with Payson Fruit Growers Association. Note: If a hearing is deemed necessary, applicant requests it be held at Salt Lake City or Provo, Utah.

No. MC 138063, filed September 11, 1972. Applicant: KELLER TRUCKING CO., INC., Post Office Box 43, Rubicon, WI 53078. Applicant's representative: William C. Dineen, 710 North Plankinton Avenue, Milwaukee, WI 53203. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: (1) *Cheese*, from Rubicon, Wis., to points in Connecticut, Maryland, Michigan, New Jersey, New York, Ohio, Pennsylvania, and Rhode Island; (2) *returned shipments of cheese*, from the destination points named in (1) to Rubicon, Wis.; and (3) *salt*, except in bulk, from Akron and Rittman, Ohio, to Rubicon, Wis., with (1), (2), and (3) restricted to a continuing contract with Stanga Cheese Corp. of Rubicon, Wis. Note: If a hearing is deemed necessary, applicant requests it be held at Milwaukee or Madison, Wis.

#### MOTOR CARRIER OF PASSENGERS

No. MC 136729 (Sub-No. 1), filed September 21, 1972. Applicant: DEL-VAL Coach, Inc., 35 Cornell Avenue, Gloucester City, NJ 08030. Applicant's representative: Raymond A. Thistle, Jr., Suite 1012, 4 Penn Center Plaza, Philadelphia, PA 19103. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Passengers, occupants-tenants* (non-fare-pay-

ing passengers), whom reside in various apartment complexes in New Jersey within ten (10) miles of Collingswood, N.J., over to Philadelphia. Passengers, for the accounts of Somerset House Apartments, Towers of Windsor Park Apartments, New Parkview Village Apartments, and Cherry Hill Apartments, between Collingswood, N.J., and points within 10 miles of Collingswood, on the one hand, and, on the other, Philadelphia, Pa. Note: If a hearing is deemed necessary, applicant requests it be held at Camden, N.J., or Philadelphia, Pa.

#### APPLICATIONS FOR FREIGHT FORWARDERS

No. FF-211 (Sub-No. 5) (SHULMAN AIR FREIGHT, INC., EXTENSION—ALASKA), filed September 26, 1972. Applicant: SHULMAN AIR FREIGHT, INC., 20 Onley Avenue, Cherry Hill, NJ 08034. Applicant's representative: Herbert Burstein, 1 World Trade Center, New York, NY 10048. Authority sought under section 410, Part IV of the Interstate Commerce Act, for a permit to extend operation as a freight forwarder, in interstate or foreign commerce, through use of the facilities of common carriers by railroad, motor vehicle, and water in the transportation of: *General commodities* (except classes A and B explosives, commodities in bulk, and commodities which because of size or weight require special equipment), (1) between points in the United States on the one hand, and, on the other, Alaska and Hawaii; and (2) between points in Alaska on the one hand, and, on the other, points in Hawaii, restricted to the transportation of shipments having an immediately prior or subsequent movement by air forwarding service of Shulman Air Freight, Inc.

No. FF-245 (Sub-No. 5) (Empire HOUSEHOLD SHIPPING COMPANY OF NEW YORK, INC., EXTENSION—BAGGAGE), filed September 19, 1972. Applicant: EMPIRE HOUSEHOLD SHIPPING COMPANY OF NEW YORK, INC., 187 Florida Street, Farmingdale, NY 11735. Applicant's representative: Herbert Burstein, 1 World Trade Center, New York, NY 10048. Authority sought under section 410, Part IV of the Interstate Commerce Act, for a permit to continue operation as a freight forwarder, in interstate or foreign commerce, through use of the facilities of common carriers by railroad, water, air, and motor vehicle in the transportation of: *Unaccompanied baggage*, between points in the United States, including Alaska and Hawaii.

No. FF-419 (Amendment) (DELCHER INTERCONTINENTAL MOVING SERVICE, INC., FREIGHT FORWARDER APPLICATION), filed June 23, 1972, published in the *FEDERAL REGISTER* issue of July 13, 1972, and republished as amended this issue. Applicant: DELCHER INTERCONTINENTAL MOVING SERVICE, INC., 4219 Central Avenue, St. Petersburg, FL 33733. Applicant's

representative: Alan F. Wohlstetter, 1700 K Street NW, Washington, DC 20006. Authority sought to operate under section 410, Part IV of the Interstate Commerce Act, for a permit authorizing applicant to continue operations as a freight forwarder, in interstate or foreign commerce, through use of the facilities of common carriers, in the forwarding of: (a) *Used household goods and unaccompanied baggage*, between points in the United States (including Hawaii, but excluding Alaska); and (b) *used automobiles*, between points in the United States (including Hawaii, but excluding Alaska), restricted to the transportation of import-export traffic. Note: The purpose of this republication is to remove the import-export restriction on used household goods and unaccompanied baggage, in (a) above.

No. FF-420 (Amendment) (PERFECT PAK COMPANY FREIGHT FORWARDER APPLICATION), filed June 27, 1972, published in the *FEDERAL REGISTER* issue of July 13, 1972, and republished as amended this issue. Applicant: PERFECT PAK COMPANY, a corporation, 1001 Westlake Avenue N, Seattle, WA 98129. Applicant's representative: Alan F. Wohlstetter, 1700 K Street NW, Washington, DC 20006. Authority sought to operate under section 410, Part IV of the Interstate Commerce Act, for a permit authorizing applicant to continue operations as a freight forwarder in interstate or foreign commerce, through the use of the facilities of common carriers, in the forwarding of: (a) *Used household goods and unaccompanied baggage*, between points in the United States (including Hawaii, but excluding Alaska); and (b) *used automobiles*, between points in the United States (including Hawaii, but excluding Alaska), restricted to the transportation of import-export traffic. Note: The purpose of this republication is to remove the import-export restriction on used household goods and unaccompanied baggage, in (a) above.

#### APPLICATIONS FOR BROKERAGE LICENSE

No. MC 12951 (Sub-No. 1), filed August 7, 1972. Applicant: GEORGE K. NERVIG, doing business as NERVIG TRAVEL SERVICE, 569 Harrison Avenue, Panama City, FL 32401. Applicant's representative: Acie W. Matthews, 801 National Bank of South Dakota Building, Sioux Falls, S. Dak. 57102. For a license (BMC 5) to engage in operations as a *broker*, at Panama City, Fla., in arranging for the transportation by motor vehicles, in interstate or foreign commerce, of individual passengers, or groups of passengers and their baggage, in special or charter operations, from Panama City, Fla., to points in the United States (including Alaska but excluding Hawaii).

No. MC 130172 filed July 6, 1972. Applicant: AMERICAN ADVERTISING AND SALES CO., a corporation, doing business as AMERICAN TRAFFIC, 8002 San

## NOTICES

Leon Circle, Buena Park, CA 90620. For a license (BMC-4) to engage in operations as a *broker*, at Buena Park, Calif., in arranging for transportation by motor vehicle, in interstate or foreign commerce of (1) *General commodities*; and (2) *commodities*, the transportation of which is partially exempt under the provisions of section 203(b)(6) of the Interstate Commerce Act if transported in vehicles not used in carrying any other property, when moving in the same vehicle at the same time with the commodities above, beginning and ending at

points in California and extending to points in the United States including Alaska and Hawaii.

## APPLICATION IN WHICH HANDLING WITHOUT ORAL HEARING HAS BEEN REQUESTED

No. MC 135958 (Sub-No. 1), filed September 25, 1972. Applicant: D. F. PAYNE, doing business as DON PAYNE TRUCKING COMPANY, 223 Echo Dale Lane, Knoxville, TN 37920. Applicant's representative: R. Cameron Rollins, 321 East Center Street, Kingsport, TN 37660. Authority sought to operate as a *contract carrier*, by motor vehicle, over ir-

regular routes, transporting: *Concrete blocks, cinder blocks and brick*, from Knoxville, Tenn., to points in Kentucky and North Carolina, under contract with General Shale Products Corporation, Johnson City, Tenn. Note: The instant application seeks to convert applicant's Certificate of Public Convenience and Necessity under MC 116736 into a Permit.

By the Commission.

[SEAL]

ROBERT L. OSWALD,  
Secretary.

[FR Doc. 72-17413 Filed 10-11-72; 8:45 am]

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THURSDAY, OCTOBER 12, 1972

WASHINGTON, D.C.

Volume 37 ■ Number 198

PART II



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## DEPARTMENT OF TRANSPORTATION

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Federal Aviation  
Administration

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Advisory Circular Checklist  
and  
Status of Federal  
Aviation Regulations

# DEPARTMENT OF TRANSPORTATION

## Federal Aviation Administration

[AC 00-2V—Effective August 15, 1972]

### ADVISORY CIRCULAR CHECKLIST AND STATUS OF FEDERAL AVIATION REGULATIONS

1. **Purpose.** This notice contains the revised checklist of current FAA advisory circulars and the status of Federal Aviation Regulations as of August 15, 1972.

2. **Explanation.** The FAA issues advisory circulars to inform the aviation public in a systematic way of nonregulatory material of interest. Unless incorporated into a regulation by reference, the contents of an advisory circular are not binding on the public. Advisory circulars are issued in a numbered-subject system corresponding to the subject areas in the recodified Federal Aviation Regulations (14 CFR Ch. I). This checklist is issued triannually listing all current circulars and now includes information concerning the status of the Federal Aviation Regulations.

#### 3. The Circular Numbering System.

a. **General.** The advisory circular numbers relate to the subchapter titles and correspond to the Parts, and when appropriate, the specific sections of the Federal Aviation Regulations. Circulars of a general nature bear a number corresponding to the number of the general subject (subchapter) in the FAR's.

b. **Subject numbers.** The general subject matter areas and related numbers are as follows:

#### Subject Number and Subject Matter

00	General.
10	Procedural.
20	Aircraft.
60	Airmen.
70	Airspace.
90	Air Traffic Control and General Operations.
120	Air Carrier and Commercial Operators and Helicopters.
140	Schools and Other Certified Agencies.
150	Airports.
170	Air Navigational Facilities.
180	Administrative.
210	Flight Information.

c. **Breakdown of subject numbers.** When the volume of circulars in a general series warrants a subsubject breakdown, the general number is followed by a slash and a subsubject number. Material in the 150, Airports, series is issued under the following subsubjects:

#### Number and Subject

150/1900	Defense Readiness Program.
150/4000	Resource Management.
150/5000	Airport Planning.
150/5100	Federal-aid Airport Program.
150/5150	Surplus Airport Property Conveyance Programs.
150/5190	Airport Compliance Program.
150/5200	Airport Safety—General.
150/5210	Airport Safety Operations (Recommended Training, Standards, Manning).

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150/5220	Airport Safety Equipment and Facilities.
150/5230	Airport Ground Safety System.
150/5240	Civil Airports Emergency Preparedness.
150/5300	Design, Construction, and Maintenance—General.
150/5320	Airport Design.
150/5325	Influence of Aircraft Performance on Aircraft Design.
150/5335	Runway, Taxiway, and Apron Characteristics.
150/5340	Airport Visual Aids.
150/5345	Airport Lighting Equipment.
150/5360	Airport Buildings.
150/5370	Airport Construction.
150/5380	Airport Maintenance.
150/5390	Heliports.

d. **Individual circular identification numbers.** Each circular has a subject number followed by a dash and a sequential number identifying the individual circular. This sequential number is not used again in the same subject series. Revised circulars have a letter A, B, C, etc., after the sequential number to show complete revisions. Changes to circulars have CH 1, CH 2, CH 3, etc., after the identification number on pages that have been changed. The date on a revised page is changed to the effective date of the change.

#### 4. The Advisory Circular Checklist.

a. **General.** Each circular issued is listed numerically within its subject-number breakdown. The identification number (AC 120-1), the change number of the latest change, if any, to the right of the identification number, the title, and the effective date for each circular are shown. A brief explanation of the contents is given for each listing.

b. **Omitted numbers.** In some series sequential numbers omitted are missing numbers, e.g., 00-8 through 00-11 have not been used although 00-7 and 00-12 have been used. These numbers are assigned to advisory circulars still in preparation which will be issued later or were assigned to advisory circulars that have been canceled.

c. **Free and sales circulars.** This checklist contains advisory circulars that are for sale as well as those distributed free of charge by the Federal Aviation Administration. Please use care when ordering circulars to ensure that they are ordered from the proper source.

d. **Internal directives for sale.** A list of certain internal directives sold by the Superintendent of Documents is shown at the end of the checklist. These documents are not identified by advisory circular numbers, but have their own directive numbers.

#### 5. How to get circulars.

a. When a price is listed after the description of a circular, it means that this circular is for sale by the Superintendent of Documents. When (Sub.) is included with the price, the advisory circular is available on a subscription basis only. After your subscription has been entered by the Superintendent of Documents, supplements or changes to the basic document will be provided automatically at no additional charge until

the subscription expires. When no price is given, the circular is distributed free of charge by FAA.

b. Request free advisory circulars shown without an indicated price from: Department of Transportation, Distribution Unit, TAD 484.3, Washington, D.C. 20590.

NOTE: Persons who want to be placed on FAA's mailing list for future circulars should write to the above address. Be sure to identify the subject matter desired by the subject numbers and titles shown in paragraph 3b because separate mailing lists are maintained for each advisory circular subject series. Checklists and circulars issued in the general series will be distributed to every addressee on each of the subject series lists. Persons requesting more than one subject classification may receive more than one copy of related circulars and this checklist because they will be included on more than one mailing list. Persons already on the distribution list for AC's and changes to FAR's will automatically receive related circulars.

c. Order advisory circulars and internal directives with purchase price given from:

Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402;

or from any of the following bookstores located throughout the United States:

GPO Bookstore, Federal Building, Room 1023, 450 Golden Gate Avenue, San Francisco, CA 94102.

GPO Bookstore, Federal Office Building, Room 1463, 14th Floor, 219 South Dearborn Street, Chicago, IL 60604.

GPO Bookstore, Federal Building, 300 North Los Angeles Street, Los Angeles, CA 90012.

GPO Bookstore, Federal Building, 601 East 12th Street, Kansas City, MO 64106.

GPO Bookstore, Room G25, John F. Kennedy Federal Building, Sudbury Street, Boston, MA 02203.

GPO Bookstore, Room 110, 26 Federal Plaza, New York, NY 10007.

GPO Bookstore, Federal Building, U.S. Courthouse, Room 1421, 1961 Stout Street, Denver, CO 80202.

GPO Bookstore, Room 1C46, Federal Building, U.S. Courthouse, 1100 Commerce Street, Dallas, TX 75202.

GPO Bookstore, Room 100, Federal Building, 275 Peachtree Street NE, Atlanta, GA 30303.

GPO Bookstore, Room 102A, 2121 Building, 2121 Eighth Avenue North, Birmingham, AL 35203.

GPO Bookstore, Federal Office Building, 201 Cleveland Avenue SW, Canton, OH 44702.

GPO Bookstore, Room 1015, Federal Office Building, 300 North Los Angeles Street, Los Angeles, CA 90012.

Send check or money order with your order to the Superintendent of Documents. Make the check or money order payable to the Superintendent of Documents in the amounts indicated in the list. Order for mailing to foreign countries should include an additional amount of 25 percent of the total price to cover postage. No c.o.d. orders are accepted.

6. **Reproduction of Advisory Circulars.** Advisory circulars may be reproduced in their entirety or in part without permission from the Federal Aviation Administration.

7. *Cancellations.* The following advisory circulars are canceled:

AC 00-2U *Advisory Circular Checklist*, 3-15-72. Canceled by AC 00-2V, *Advisory Circular Checklist*, 8-15-72.

AC 00-23B *Near Midair Collision Reporting*, 12-4-69. Canceled by AC 00-23C, *Near Midair Collision Reporting*, 1-20-72.

AC 20-6Q *U.S. Civil Aircraft Register*, 7-1-71. Canceled by AC 20-6R, *U.S. Civil Aircraft Register*, 1-1-72.

AC 20-17 *Surplus Military Aircraft*, 1-6-64. Canceled by AC 20-17A, *Surplus Aircraft of the Armed Forces*, 3-7-72.

AC 20-25A *Identification of Technical Standard Order (TSO) Safety Belts*, 3-14-69. Canceled.

AC 20-27A *Certification and Operation of Amateur-Built Aircraft*, 8-12-68. Canceled by AC 20-27B, *Certification and Operation of Amateur-Built Aircraft*, 4-20-72.

AC 20-50 *Ultrasonic Nondestructive Testing*, 11-9-66. Canceled.

AC 60-2H *Annual Aviation Mechanic Safety Awards Program*, 3-7-72. Canceled by AC 60-2J, *Annual Aviation Mechanic Safety Awards Program*, 3-20-72.

AC 60-5 *Advisory Information on Written Test Questions Missed*, 4-24-67. Canceled.

AC 61-1C *Aircraft Type Ratings*, 5-8-70. Canceled by AC 61-1D, *Aircraft Type Ratings*, 5-15-72.

AC 61-17A *Flight Test Guide—Instrument Pilot Airplane*, 6-6-67. Canceled by AC 61-17B, *Flight Test Guide—Instrument Pilot Airplane*, 1-12-72.

AC 61-23 *Private Pilot's Handbook of Aeronautical Knowledge*, 5-27-66. Canceled by AC 61-23A, *Pilot's Handbook of Aeronautical Knowledge*, 7-10-70.

AC 61-41 *Glider Flight Instructor Written Test Guide*, 11-7-67. Canceled by AC 61-41A, *Glider Flight Instructor Written Test Guide*, 1-12-72.

AC 61-43 *Glider Pilot Written Test Guide—Private and Commercial*, 11-30-67. Canceled by AC 61-43A, *Glider Pilot Written Test Guide—Private and Commercial*, 1-12-72.

AC 65-14 *The Seventh Annual FAA International Aviation Maintenance Symposium*, 4-19-71. Canceled.

AC 90-23B *Wake Turbulence*, 5-17-71. Canceled by AC 90-23C, *Wake Turbulence*, 5-16-72.

AC 90-41A *Standard Instrument Departure/Arrival Procedures*, 2-18-71. Canceled by AC 90-41B, *Revised Standard Instrument Department/Arrival Procedures*, 12-8-71.

AC 90-41B *Revised Standard Instrument Department/Arrival Procedures*, 12-8-71. Canceled by AC 90-41C, *Revised Standard Instrument Department/Arrival Procedures*, 4-13-72.

AC 91-5A *Waivers of Subpart B, Part 91 of the Federal Aviation Regulations (FAR's)*, 5-6-69. Canceled by AC 91-5B, *Waivers of Subpart B, Part 91 of the Federal Aviation Regulations (FAR's)*, 1-28-72.

AC 91-25 *Loss of Visual Cues During Low Visibility Landings*, 9-22-69. Canceled by AC 91-25A, *Loss of Visual Cues During Low Visibility Landings*, 6-22-72.

AC 121-9 *Maintenance of Evacuation Slides*, 9-22-66. Canceled.

AC 147-2H *Directory of FAA Certificated Aviation Maintenance Technician Schools*, 10-19-71. Canceled by AC 147-2J, *Directory of FAA Certificated Aviation Maintenance Technician Schools*, 2-4-72.

AC 150/5100-7 *Requirement for Public Hearing in the Airport Development Aid Program*, 1-4-71. Canceled by AC 150/5100-7A, *Requirement for Public Hearing in the Airport Development Aid Program*, 2-25-72.

AC 150/5190-2 *Exclusive Rights at Airports*, 9-2-66. Canceled by AC 150/5190-2A, *Exclusive Rights at Airports*, 4-4-72.

AC 150/5200-1 *Bird Hazards to Aviation*, 3-1-65. Canceled by AC 150/5200-3A, *Bird Hazards to Aircraft*, 3-2-72.

AC 150/5200-2A *Bird Strike/Incident Report Form*, 1-9-70. Canceled by AC 150/5200-3A, *Bird Hazards to Aircraft*, 3-2-72.

AC 150/5200-3 *Bird Hazards to Aircraft*, 10-7-66. Canceled by AC 150/5200-3A, *Bird Hazards to Aircraft*, 3-2-72.

AC 150/5210-7 *Aircraft Fire and Rescue Communications*, 10-28-66. Canceled by AC 150/5210-7A, *Aircraft Fire and Rescue Communications*, 3-16-72.

AC 150/5220-2 *Guide Specification for 1,800-Gallon Aircraft Fire and Rescue Truck*, 7-24-64. Canceled by AC 150/5220-10, *Guide Specification for Water/Foam Type Aircraft Fire and Rescue Trucks*, 5-26-72.

AC 150/5220-3 *Guide Specification for 1,900-Gallon Aircraft Fire and Rescue Truck*, 3-9-67. Canceled by AC 150/5220-10, *Guide Specification for Water/Foam Type Aircraft Fire and Rescue Trucks*, 5-26-72.

AC 150/5220-5 *Guide Specification for a Combination Foam and Dry Chemical Aircraft Fire and Rescue Truck*, 12-29-67. Canceled by AC 150/5220-10, *Guide Specification for Water/Foam Type Aircraft Fire and Rescue Trucks*, 5-26-72.

AC 150/5220-7 *Guide Specification for 2,500-Gallon Aircraft Fire and Rescue Truck*, 8-30-68. Canceled by AC 150/5220-10, *Guide Specification for Water/Foam Type Aircraft Fire and Rescue Trucks*, 5-26-72.

AC 150/5340-15A *Taxiway Edge Lighting System*, 11-1-67. Canceled by AC 150/5340-15B, *Taxiway Edge Lighting System*, 4-4-72.

AC 150/5345-3A *Specification for L-821 Airport Lighting Panel for Remote Control of Airport Lighting*, 10-20-67.

AC 150/5345-28A *Specification for L-851 Visual Approach Slope Indicator System*, 3-17-70. Canceled by AC 150/5345-28B, *Specification for L-851 Visual Approach Slope Indicators and Accessories*, 2-16-72.

AC 211-5 *Recommended Symbols and Terminologies for use with Terminal Area Graphic Notices*, 6-28-71. Canceled.

8. *Additions.* The following advisory circulars are added to the list:

AC 00-23C *Near Midair Collision Reporting*, 1-20-72.

AC 00-34 *Aircraft Ground Handling and Servicing*, 4-12-72.

AC 20-6R *U.S. Civil Aircraft Register*, 1-1-72.

AC 20-7H *Supplement 8, General Aviation Inspection Aids* (April 1972).

AC 20-7H *Supplement 9, General Aviation Inspection Aids* (May 1972).

AC 20-7H *Supplement 10, General Aviation Inspection Aids* (June 1972).

AC 20-7H *Supplement 11, General Aviation Inspection Aids* (July 1972).

AC 20-17A *Surplus Aircraft of the Armed Forces*, 3-7-72.

AC 20-27B *Certification and Operation of Amateur-Built Aircraft*, 4-20-72.

AC 20-77 *Use of Manufacturers' Maintenance Manuals*, 3-22-72.

AC 20-79 *National Seminar—Quality Assurance Systems Analysis Review (QASAR) Program*, (7-19-72).

AC 21-11 *Quality Assurance Systems Analysis Review (QASAR) Program Manufacturers/Suppliers*, (5-26-72).

AC 60-2J *Annual Aviation Mechanic Safety Awards Program*, (3-20-72).

AC 61-1D *Aircraft Type Ratings*, (5-15-72).

AC 61-17B *Flight Test Guide—Instrument Pilot Airplane*, (1-12-72).

AC 61-23A *Pilot's Handbook of Aeronautical Knowledge*, (7-10-70).

AC 61-41A *Glider Flight Instructor Written Test Guide*, (1-12-72).

AC 61-43A *Glider Pilot Written Test Guide—Private and Commercial*, (1-12-72).

AC 61-49 *Airline Transport Pilot—Airplane Practical Test Guide*, (8-9-72).

AC 61-50 *Aerial Applicator Aerodynamics Review of "Region of Reversed Command"*, (2-7-72).

AC 61-51 *Reporting Flight Time on Pilot Applications*, FAA Form 8420-3 (6-26-72).

AC 65-16 *The Eighth Annual FAA International Aviation Maintenance Symposium*, (3-20-72).

AC 90-23C *Wake Turbulence*, (5-18-72).

AC 90-41C *Revised Standard Instrument Departure/Arrival Procedures*, (4-13-72).

AC 90-58 *VOR Course Errors Resulting from 50KHz Channel Selection*, (2-16-72).

AC 90-59 *Arrival and Departure Handling of High Performance Aircraft*, (2-28-72).

AC 90-60 *Weather Observation Reporting*.

*Obscured or Partially Obscured Sky Condition*, (3-31-72).

AC 91-5B *Waivers of Subpart B, Part 91 of the Federal Aviation Regulations (FAR's)*, (1-28-72).

AC 91-25A *Loss of Visual Cues During Low Visibility Landings*, (6-22-72).

AC 91-35 *Noise, Hearing Damage, and Fatigue in General Aviation Pilots*, (3-28-72).

AC 107-1 *Aviation Security—Airports*, (5-19-72).

AC 121-17 *Aviation Security: Certain Air Carriers and Commercial Operators—Security Programs and Other Requirements*, (3-14-72).

AC 135.144-1 *Small Propeller-Driven Air Taxi Airplanes that Meet Section 135.144*, (4-13-72).

AC 147-2J *Directory of FAA Certificated Aviation Maintenance Technician Schools*, (2-4-72).

AC 150/5000-3 *Address List for Regional Airports Divisions and Airport District Offices*, (2-29-72).

AC 150/5100-7A *Requirement for Public Hearing in the Airport Development Aid Program*, (2-25-72).

AC 150/5100-10 *Accounting Records Guide for Airport Development Aid Program Sponsors*, (5-15-72).

AC 150/5190-2A *Exclusive Rights at Airports*, (4-4-72).

AC 150/5200-3A *Bird Hazards to Aircraft*, (3-2-72).

AC 150/5210-7A *Aircraft Fire and Rescue Communications*, (3-16-72).

AC 150/5210-12 *Fire and Rescue Service for Commercial Airports*, (3-2-72).

AC 150/5210-13 *Water Rescue Plans, Facilities, and Equipment*, (5-4-72).

AC 150/5220-10 *Guide Specification for Water/Foam Type Aircraft Fire and Rescue Trucks*, (5-26-72).

AC 150/5280-1 *Airport Operations Manual*, (6-16-72).

AC 150/5300-6 Ch-1 *Airport Design Standards, General Aviation Airports, Basic and General Transport*, (4-13-72).

## RULES AND REGULATIONS

AC 150-5340-15B Taxiway Edge Lighting System (4-4-72).  
 AC 150/5345-3B Specification for L-821 Airport Lighting Panel for Remote Control of Airport Lighting (4-21-72).  
 AC 150/5345-28B Specification for L-851 Visual Approach Slope Indicators and Accessories (2-16-72).

## ADVISORY CIRCULAR CHECKLIST

## Notice

Superintendent of Documents catalogue numbers have been included to aid Superintendent of Documents personnel in processing orders. Please use them when ordering—along with the title and FAA number. To avoid unnecessary delays, do not order single-sales material and subscription-sales material on the same order form, as orders are separated for processing by different departments when they arrive at Superintendent of Documents.

## General

## SUBJECT No. 00

00-1 The Advisory Circular System (12-4-62).

Describes the FAA Advisory Circular System.

00-2V Advisory Circular Checklist (8-15-72).

Transmits the revised checklist of current FAA advisory circulars and the status of the Federal Aviation Regulations as of 8-15-72.

00-6 Aviation Weather (5-20-65).

Provides an up-to-date and expanded text for pilots and other flight operations personnel whose interest in meteorology is primarily in its application to flying. Reprinted 1969. (\$4 GPO.) FAA 5.8/2: W 37.

00-7 State and Regional Defense Airlift Planning (4-30-64).

Provides guidance for the development of plans by the FAA and other Federal and State agencies for the use of non-air-carrier aircraft during an emergency.

00-7 CH 1 State and Regional Defense Airlift Planning (1-5-65).

Provides an example of a State Plan for the Emergency Management of Resources in Appendix 4, and adds new Appendix 9.

00-7 CH 2 State and Regional Defense Airlift Planning (2-20-67).

Revises Appendix 6, SCATANA.

00-14 Flights by U.S. Pilots Into and Within Canada (4-16-65).

Provides information concerning flights into and within Canada.

00-15 Potential Hazard Associated With Passengers Carrying "Anti-Mugger" Spray Devices (8-20-65).

Advises aircraft operators, crewmembers, and others who are responsible for flight safety, of a possible hazard to flight should a passenger inadvertently or otherwise discharge a device commonly known as an "anti-mugger" spray device in the cabin of an aircraft.

00-17 Turbulence in Clear Air (12-16-65).

Provides information on atmospheric turbulence and wind shear, emphasizing important points pertaining to the common causes of turbulence, the hazards associated with it, and the conditions under which it is most likely to be encountered.

00-21 Shoulder Harness (10-5-66).

Provides information concerning the installation and use of shoulder harnesses by pilots in general aviation aircraft.

00-23C Near Midair Collision Reporting (1-20-72).

Advises that the FAA policy on the reporting of near midair collisions, made effective in 1968 (32 F.R. 16539) and continued in effect since that time, will terminate on December 31, 1971, and advises how the reports will be handled after December 31, 1971.

00-24 Thunderstorms (6-12-68).

Contains information concerning flights in or near thunderstorms.

00-25 Forming and Operating a Flying Club (3-24-69).

Provides preliminary information that will assist anyone or any group of people interested in forming and operating a flying club (\$0.35 GPO.) TD 4.8/F 67.

00-26 Definitions of "U.S. National Aviation Standards" (1-22-69).

Informs the aviation community of the approval by the FAA Administrator of a definition of U.S. National Aviation Standards, the need for such standards, and their relationship to the Federal Aviation Regulations.

00-27 U.S. National Standard for the IFF Mark X (SIF) Air Traffic Control Radar Beacon System Characteristics (ATCRBS) (1-24-69).

Informs the aviation community of the approval by the FAA Administrator of the U.S. National Aviation Standard for the ATCRBS.

00-28 Communications Interference Caused by Sticking Microphone Buttons (8-6-69).

Alerts the industry of communications interference from undesired radiofrequency transmissions.

00-29 Airborne Automatic Altitude Reporting Systems (12-9-69).

Provides information regarding the nature and extent of erroneous altitude reporting systems.

00-30 Rules of Thumb for Avoiding or Minimizing Encounters with Clear Air Turbulence (3-5-70).

Brings to the attention of pilots and other interested personnel, the "Rule of Thumb" for avoiding or minimizing encounters with clear air turbulence (CAT).

00-31 U.S. National Aviation Standard for the VORTAC System (6-10-70).

Informs the aviation community of the establishment and content of the U.S. National Aviation Standard for the VORTAC (VOR-TACAN-DME) System.

00-32 Civil Air Patrol and State and Regional Defense Airlift Relationships (7-2-70).

Advises interested persons of the Memorandum of Understanding between CAP and FAA, and provides additional guidance to further improve the use of non-air carrier aircraft in time of national emergency.

00-33 Nickel-Cadmium Battery Operational, Maintenance, and Overhaul Practices (8-26-71).

Provides guidelines for more reliable nickel-cadmium battery operation through sound operational and maintenance practices.

00-34 Aircraft Ground Handling and Servicing (4-12-72).

Contains information and guidance for the servicing and ground handling of aircraft.

## Procedural

## SUBJECT No. 10

11-1 Airspace Rule-Making Proposals and Changes to Air Traffic Control Procedures (10-28-54).

Emphasizes the need for the early submission of proposals involving airspace rule-making activity or changes to existing procedures for the control of air traffic.

## Aircraft

## SUBJECT No. 20

20-3B Status and Availability of Military Handbooks and ANC Bulletins for Aircraft (5-12-69).

Announces the status and availability of Military Handbooks and ANC Bulletins prepared jointly with FAA.

20-5B Plane Sense (1970).

Provides general aviation information for the private aircraft owner.

20-6R U.S. Civil Aircraft Register (1-1-72).

Lists all active U.S. civil aircraft by registration number. (\$11.75 GPO.) TD 4.18/2:970.

20-7H General Aviation Inspection Aids, Summary (August 1971).

Provides the aviation community with a uniform means for interchanging service experience that may improve the durability and safety of aeronautical products. Of value to mechanics, operators of repair stations, and others engaged in the inspection, maintenance, and operation of aircraft in general. (\$3, \$3.75 foreign—Sub. GPO.) TD 4.409:9710.

20-7H Supplement 1 (September 1971).

20-7H Supplement 2 (October 1971).

20-7H Supplement 3 (November 1971).  
 20-7H Supplement 4 (December 1971).  
 20-7H Supplement 5 (January 1972).  
 20-7H Supplement 6 (February 1972).  
 20-7H Supplement 7 (March 1972).  
 20-7H Supplement 8 (April 1972).  
 20-7H Supplement 9 (May 1972).  
 20-7H Supplement 10 (June 1972).  
 20-7H Supplement 11 (July 1972).  
 20-9 Personal Aircraft Inspection Handbook (12-2-64).  
 Provides a general guide, in simple, nontechnical language, for the inspection of aircraft. Reprinted 1967. (\$1 GPO.) FAA 5.8/2:AI 7/2.

20-10 Approved Airplane Flight Manuals for Transport Category Airplanes (7-30-63).  
 Calls attention to the regulatory requirements relating to FAA Approved Airplane Flight Manuals.

20-13A Surface-Effect Vehicles (8-28-64).  
 States FAA policy on surface-effect vehicles (vehicles supported by a cushion of compressed air).

20-17A Surplus Aircraft of the Armed Forces (3-7-72).  
 Sets forth the method of obtaining copies of regulations which might be required for certification of surplus aircraft of the Armed Forces.

20-18A Qualification Testing of Turbojet Engine Thrust Reversers (3-16-66).  
 Discusses the requirements for the qualification of thrust reversers and sets forth an acceptable means of compliance with the tests prescribed in Federal Aviation Regulations, Part 33, when run under nonstandard ambient air conditions.

20-20A Flammability of Jet Fuels (4-9-65).  
 Gives information on the possibility of combustion of fuel in aircraft fuel tanks.

20-23D Interchange of Service Experience—Mechanical Difficulties (2-12-71).  
 Provides information on the voluntary exchange service experience data used in improving durability and safety of aeronautical products.

20-24A Qualification of Fuels, Lubricants, and Additives (4-1-67).  
 Establishes procedures for the approval of the use of subject materials in certificated aircraft.

20-27B Certification and Operation of Amateur-Built Aircraft (4-20-72).  
 Provides information and guidance concerning certification and operation of amateur-built aircraft, including gliders, free balloons, helicopters, and gyroplanes, and sets forth an acceptable means, not the sole means, of compliance with FAR Part 21 and FAR Part 91.

20-28 Nationally Advertised Aircraft Construction Kits (8-7-64).  
 Explains that using certain kits could render the aircraft ineligible for the issuance of an experimental certificate as an amateur-built aircraft.

20-29B Use of Aircraft Fuel Anti-icing Additives (1-18-72).  
 Provides information on the use of anti-icing additives PFA-55MB and Mil-I-27686 as an acceptable means of compliance with the FARs that require assurance of continuous fuel flow under conditions where ice may occur in turbine aircraft fuel systems.

20-30A Airplane Position Lights and Supplementary Lights (4-18-68).  
 Provides an acceptable means for complying with the position light requirements for airplane airworthiness and acceptable criteria for the installation of supplementary lights on airplanes.

20-32A Carbon Monoxide (CO) Contamination in Aircraft—Detection and Prevention (9-13-68).  
 Informs aircraft owners, operators, maintenance personnel, and pilots of the potential dangers of carbon monoxide contamination and discusses means of detection and procedures to follow when contamination is suspected.

20-33 Technical Information Regarding Civil Aeronautics Manuals 1, 3, 4a, 4b, 5, 6, 7, 8, 9, 10, 13, and 14 (2-8-65).  
 Advises the public that policy information contained in the subject Civil Aeronautics Manuals may be used in conjunction with specific sections of the Federal Aviation Regulations.

20-34A Prevention of Retractable Landing Gear Failures (4-21-69).  
 Provides information and suggested procedures to minimize landing accidents involving aircraft having retractable landing gear.

20-35B Tie-Down Sense (4-19-71).  
 Provides information of general use on aircraft tie-down techniques and procedures.

20-36A Index of Materials, Parts, and Appliances Certified Under the Technical Standard Order System—March 1, 1966 (4-8-66).  
 Lists the materials, parts, and appliances for which the Administrator has received statements of conformance under the Technical Standard Order system as of March 1, 1966. Such products are deemed to have met the requirements for FAA approval as provided in Part 37 of the Federal Aviation Regulations.

20-37A Aircraft Metal Propeller Blade Failure (4-4-69).  
 Provides information and suggested procedures to increase service life and to minimize blade failures of metal propellers.

20-38A Measurement of Cabin Interior Emergency Illumination in Transport Airplanes (2-8-66).  
 Outlines acceptable methods, but not the only methods, for measuring the cabin interior emergency illumination on transport airplanes, and provides information as to suitable measuring instruments.

20-39 Installation Approval of Entertainment Type Television Equipment in Aircraft (7-15-65).  
 Presents an acceptable method (but not the only method) by which compliance may be shown with Federal Aviation Regulations 23.1431, FAR 25.1309(b), FAR 27.1309(b), or FAR 29.1309(b), as applicable.

20-40 Placards for Battery-Excited Alternators Installed in Light Aircraft (8-11-65).  
 Sets forth an acceptable means of complying with placarding rules in Federal Aviation Regulations 23 and 27 with respect to battery-excited alternator installations.

20-41 Replacement TSO Radio Equipment in Transport Aircraft (8-30-65).  
 Sets forth an acceptable means for complying with rules governing transport category aircraft installations in cases involving the substitution of technical standard order radio equipment for functionally similar radio equipment.

20-42 Hand Fire Extinguishers in Transport Category Airplanes and Rotorcraft (9-1-65).  
 Sets forth acceptable means (but not the sole means) of compliance with certain hand fire extinguisher regulations in FAR 25 and FAR 29, and provides related general information.

20-43B Aircraft Fuel Control (6-8-71).  
 Alerts the aviation community to the potential hazards of inadvertent mixing or contamination of turbine and piston fuels, and provides recommended fuel control and servicing procedures.

20-44 Glass Fiber Fabric for Aircraft Covering (9-3-65).  
 Provides a means, but not the sole means, for acceptance of glass fiber fabric for external covering of aircraft structure.

20-45 Safetying of Turnbuckles on Civil Aircraft (9-17-65).  
 Provides information on turnbuckle safetying methods that have been found acceptable by the FAA during past aircraft type certification programs.

20-46 Suggested Equipment for Gliders Operating Under IFR (9-23-65).  
 Provides guidance to glider operators on how to equip their gliders for operation under instrument flight rules (IFR), including flight through clouds.

20-47 Exterior Colored Band Around Exits on Transport Airplanes (2-8-66).  
 Sets forth an acceptable means, but not the only means, of complying with

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the requirement for a 2-inch colored band outlining exits required to be openable from the outside on transport airplanes.

**20-48 Practice Guide for Decontaminating Aircraft (5-5-66).**  
The title is self-explanatory.

**20-49 Analysis of Bird Strike Reports on Transport Category Airplanes (7-27-66).**  
Provides the results of a statistical study on the frequency of collisions of birds with transport aircraft and the resulting damages.

**20-51 Procedures for Obtaining FAA Approval of Major Alterations to Type Certificated Products (4-12-67).**  
Provides assistance to persons who desire to obtain FAA approval of major alterations to type certificated products.

**20-52 Maintenance Inspection Notes for Douglas DC-6/7 Series Aircraft (8-24-67).**  
Describes maintenance inspection notes which can be used for the maintenance support of certain structural parts of DC-6/7 series aircraft.

**20-53 Protection of Aircraft Fuel System Against Lightning (10-6-67).**  
Sets forth acceptable means, not the sole means, by which compliance may be shown with fuel system lightning protection airworthiness regulations.

**20-54 Hazards of Radium-Activated Luminous Compounds Used on Aircraft Instruments (10-24-67).**  
Provides information concerning health hazards associated with the repair and maintenance of instruments containing luminous markings activated with radium-226 or radium-228 (mesothorium).

**20-55 Turbine Engine Overhaul Standard Practices Manual—Maintenance of Fluorescent Penetrant Inspection Equipment (1-22-68).**  
Advises operators of the necessity for periodic checking of black light lamps and filters used during fluorescent penetrant inspection of engine parts.

**20-56 Marking of TSO-C72a Individual Flotation Devices (1-19-68).**  
Outlines acceptable methods for marking individual flotation devices which also serve as seat cushions.

**20-57A Automatic Landing Systems (ALS) (1-12-71).**  
Sets forth an acceptable means of compliance, but not the only means, for the installation approval of automatic landing systems in transport category aircraft which may be used initially in Category II operations. Approval of these aircraft for use under such conditions will permit the accumulation of data for systems which may be approved for Category IIIa in the future.

**20-58A Acceptable Means of Testing Automatic Altitude Reporting Equipment for Compliance With FAR 91.36(b) (4-28-69).**  
Title is self-explanatory.

**20-59 Maintenance Inspection Notes for Convair 240, 340/440, 240T, and 340T Series Aircraft (2-19-68).**  
Describes maintenance inspection notes which can be used for the maintenance support of certain structural parts of Convair 240, 340/440, 240T, and 340T series aircraft.

**20-60 Accessibility to Excess Emergency Exits (7-18-68).**  
Sets forth acceptable means of compliance with the "readily accessible" provisions in the Federal Aviation Regulations dealing with excess emergency exits.

**20-61 Nondestructive Testing for Aircraft (May 1969).**  
Reviews the basic principles underlying nondestructive testing. (\$0.45 GPO.) TD 4.8:T28

**20-62A Eligibility, Quality, and Identification of Approved Aeronautical Replacement Parts (6-16-70).**  
Provides information relative to the determination of the eligibility of aeronautical parts and materials for installation on certificated aircraft.

**20-63 Airborne Automatic Direction Finder Installations (Low and Medium Frequency) (7-7-69).**  
Sets forth one means, but not the only means, of demonstrating compliance with the airworthiness rules governing the functioning of airborne automatic direction finders. It does not pertain to installations previously approved.

**20-64 Maintenance Inspection Notes for Lockheed L-188 Series Aircraft (8-1-69).**  
Describes maintenance inspection notes which can be used for the maintenance support of certain structural parts of Lockheed L-188 series aircraft.

**20-65 U.S. Airworthiness Certificates and Authorizations for Operation of Domestic and Foreign Aircraft (8-11-69).**  
Provides general information and guidance concerning issuance of airworthiness certificates for U.S. registered aircraft, and issuance of special flight authorizations for operation in the United States of foreign aircraft not having standard airworthiness certificates issued by the country of registry.

**20-66 Vibration Evaluation of Aircraft Propellers (1-29-70).**  
Outlines acceptable means, but not the sole means, for showing compliance with the requirements of the FARs concerning propeller vibration.

**20-67 Airborne VHF Communication System Installations (3-6-70).**  
Sets forth one means, but not the only means, of demonstrating compliance with the airworthiness rules governing the functioning of airborne VHF communication systems.

**20-68 Recommended Radiation Safety Precautions for Airborne Weather Radar (3-11-70).**  
Sets forth recommended radiation safety precautions for ground operation of airborne weather radar.

**20-69 Conspicuity of Aircraft Instrument Malfunction Indicators (5-14-70).**  
Provides design guidance information on methods of improving conspicuity of malfunction indication devices.

**20-71 Dual Locking Devices on Fasteners (12-8-70).**  
Provides guidance and acceptable means, not the sole means, by which compliance may be shown with the requirements for dual locking devices on removable fasteners installed in rotocraft and transport category airplanes.

**20-72 Restricted Category Helicopter Maximum Weight Increases (3-11-71).**  
Provides assistance to persons who desire to obtain FAA approval of overmaximum certificated takeoff weight condition for restricted category helicopter operations.

**20-73 Aircraft Ice Protection (4-21-71).**  
Provides information relating to the substantiation of ice protection systems on aircraft.

**20-74 Aircraft Position and Anticollision Light Measurements (7-29-71).**  
Contains useful information concerning measurements for intensity, covering and color of aircraft position and anti-collision lights.

**20-76 Maintenance Inspection Notes for Boeing B-707/720 Series Aircraft (10-21-71).**  
Provides maintenance inspection notes which can be used for the maintenance support program for certain structural parts of the B-707/720 series aircraft.

**20-77 Use of Manufacturers' Maintenance Manuals (3-22-72).**  
Informs owners and operators about the usefulness of manufacturers' maintenance manuals for servicing, repairing, and maintaining aircraft, engines, and propellers.

**20-79 National Seminar—Quality Assurance Systems Analysis Review (QASAR) Program (7-19-72).**  
Announces and extends an invitation to interested persons to attend one of the three QASAR seminars.

**21-1A Production Certificates (7-9-71).**  
Provides information concerning Subpart G of Federal Aviation Regulations (FAR) Part 21, and sets forth acceptable means of compliance with its requirements.

**21-2B Export Airworthiness Approval Procedures (10-2-69).**  
Announces the adoption of new regulations and provides guidance to the public regarding the issuance of export air-

worthiness approvals for aeronautical products to be exported from the United States.

21-2B Ch. 1 (11-13-70).

21-2B Ch. 2 (2-8-71).

21-3 Basic Glider Criteria Handbook (1962).

Provides individual glider designers, the glider industry, and glider operating organizations with guidance material that augments the glider airworthiness certification requirements of the Federal Aviation Regulations. Reprinted 1969. (\$1 GPO.) FAA 5.8/2:G49/962.

21-4B Special Flight Permits for Operation of Overweight Aircraft (7-30-69).

Furnishes guidance concerning special flight permits necessary to operate an aircraft in excess of its usual maximum certificated takeoff weight.

21-5B Summary of Supplemental Type Certificates (Announcement of Availability) (2-10-71).

Announces the availability to the public of a new edition of the Summary of Supplemental Type Certificates (SSTC), dated January 1971.

21-6 Production Under Type Certificate Only (5-26-67).

Provides information concerning Sub-part F of FAR Part 21, and sets forth examples, when necessary, of acceptable means of compliance with its requirements.

21-7A Certification and Approval of Import Products (11-24-69).

Provides guidance and information relative to U.S. certification and approval of import aircraft, aircraft engines and propellers that are manufactured in a foreign country with which the United States has an agreement for the acceptance of those products for export and import.

21-8 Aircraft Airworthiness; Restricted Category: Certification of Aircraft With Uncertificated or Altered Engines or Propellers (5-21-69).

Sets forth acceptable means of substantiating that uncertificated or altered engines and propellers have no unsafe features for type certification of aircraft in the restricted category.

21-9 Manufacturers Reporting Failures, malfunctions, or Defects (12-30-70).

Provides information to assist manufacturers of aeronautical products (aircraft, aircraft engines, propellers, appliances, and parts) in notifying the Federal Aviation Administration of certain failures, malfunctions, or defects, resulting from design or quality control problems, in the products which they manufacture.

21-10 Flight Recorder Underwater Locating Device (5-20-71).

Provides one acceptable means (not the only means) of showing compliance with the underwater locating device requirements of FAR 25.1459 and FAR 121.343.

21-11 Quality Assurance Systems Analysis Review (QASAR) Program Manufacturers/Suppliers (5-26-72).

Explains the objectives and concept of the FAA's subject program.

21-25-1 Use of Restricted Category Airplanes for Glider Towing (4-20-65).

Announces that glider towing is now considered to be a special purpose for type and airworthiness certification in the restricted category.

21-303-1 Replacement and Modification Parts (3-2-66).

Provides information concerning section 21.303 of Federal Aviation Regulations, Part 21, and sets forth examples of acceptable means of compliance with its requirements.

23-1 Type Certification Spin Test Procedures (4-1-64).

Sets forth an acceptable means by which compliance may be shown with the one-turn spinning requirement in Part 3 of the CAR's.

23-1329-1 Automatic Pilot Systems Approval (Non-Transport) (12-23-65).

Sets forth an acceptable means by which compliance with the automatic pilot installation requirements of FAR 23.1329 may be shown.

25-2 Extrapolation of Takeoff and Landing Distance Data Over a Range of Altitude for Turbine-Powered Transport Aircraft (7-9-64).

Sets forth acceptable means by which compliance may be shown with the requirements in CAR 4b and SR-422B.

25-4 Inertial Navigation Systems (INS) (2-18-66).

Sets forth an acceptable means for complying with rules governing the installation of inertial navigation systems in transport category aircraft.

25-5 Installation Approval on Transport Category Airplanes of Cargo Unit Load Devices Approved as Meeting the Criteria in NAS 3610 (6-3-70).

Sets forth an acceptable means, but not the sole means, of complying with the requirements of the Federal Aviation Regulations (FAR's) applicable to the installation on transport category airplanes of cargo unit load devices approved as meeting the criteria in NAS 3610.

25.253-1 High-Speed Characteristics (11-24-65).

Sets forth an acceptable means by which compliance may be shown with FAR 25.253 during certification flight tests.

25.253-1 CH 1 (1-10-66).

Provides amended information for the basic advisory circular.

25.981-1A Guidelines for Substantiating Compliance With the Fuel Tank Temperature Requirements (1-20-71).

Sets forth some general guidelines for substantiating compliance with fuel tank

temperature airworthiness standards, section 25.981.

25.1329-1A Automatic Pilot System Approval (7-8-68).

Sets forth an acceptable means by which compliance with the automatic pilot installation requirements of FAR 25.1329 may be shown.

25.1457-1A Cockpit Voice Recorder Installations (11-3-69).

Sets forth one acceptable means of compliance with provisions of FAR 25.1457 (b), (e), and (f) pertaining to area microphones, cockpit voice recorder location, and erasure features.

29-1 Approval Basis for Automatic Stabilization Equipment (ASE) Installations in Rotorcraft (12-26-63).

Gives means for compliance with flight requirements in various CAR's.

29-1 CH 1 (3-26-64).

Transmits revised information about the time delay of automatic stabilization equipment.

29.773-1 Pilot Compartment View (1-19-66).

Sets forth acceptable means, not the sole means, by which compliance with FAR 29.773(a)(1), may be shown.

33-1B Turbine-Engine Foreign Object Ingestion and Rotor Blade Containment Type Certification Procedures (4-22-70).

Provides guidance and acceptable means, not the sole means, by which compliance may be shown with the design and construction requirements of Part 33 of the Federal Aviation Regulations.

33-2 Aircraft Engine Type Certification Handbook (3-30-66).

Contains guidance relating to type certification of aircraft engines which will constitute acceptable means, although not the sole means, of compliance with the Federal Aviation Regulations.

33-2 CH 1 (9-13-67).

Transmits revised material to the basic advisory circular.

33-3 Turbine and Compressor Rotors Type Certification Substantiation Procedures (9-9-68).

Sets forth guidance and acceptable means, not the sole means, by which compliance may be shown with the turbine and compressor rotor substantiation requirements in FAR Part 33.

37-2 Test Procedures for Maximum Allowable Airspeed Indicators (12-9-68).

Provides guidance concerning test procedures which may be used in showing compliance with the standards in FAR 37.145 (TSO-C46a).

37-3 Radio Technical Commission for Aeronautics Document DO-138 (1-10-69).

This circular announces RTCA Document DO-138 and discusses how it may be used in connection with technical standard order authorizations.

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**39-1A Jig Fixtures; Replacement of Wing Attach Angles and Doublers on Douglas Model DC-3 Series Aircraft Airworthiness Directive 66-18-2 (3-5-70).**

Describes methods of determining that jig fixtures used in the replacement of the subject attached angles and doublers meet the requirements of Airworthiness Directive 66-18-2.

**39-6B Summary of Airworthiness Directives (5-20-70).**

Announces the availability of a new Summary of Airworthiness Directives dated January 1, 1970.

**43-1 Matching VHF Navigation Receiver Outputs With Display Indicators (8-2-65).**

Alerts industry to the possibility of mismatching outputs, both guidance and flag alarm, of certain VHF navigation receivers when used with some types of display indicators causing the receiver to fail without providing a flag alarm.

**43-2 Minimum Barometry for Calibration and Test of Atmospheric Pressure Instruments (9-10-65).**

Sets forth guidance material which may be used to determine the adequacy of barometers used in the calibration of aircraft static instruments and presents information concerning the general operation, calibration, and maintenance of such barometers.

**43-9-1B Instruction for Completion of FAA Form 337 (6-27-66).**

Provides instructions for completing revised FAA Form 337, Major Repair and Alteration (Airframe, Powerplant, Propeller or Appliance).

**43.13-1 Acceptable Methods, Techniques and Practices—Aircraft Inspection and Repair (5-16-66).**

Contains methods, techniques, and practices acceptable to the Administrator for inspection and repair to civil aircraft. Published in 1965. (\$3—Sub. GPO.) FAA 5.15:965.

Subscription now includes: Ch. 1 (5-1-67); Ch. 2 (8-9-67); Ch. 3 (1-24-68); Ch. 4 (1-29-68); Ch. 5 (9-20-68); Ch. 6 (5-1-69); Ch. 7 (6-12-69); Ch. 8 (6-11-70 and 10-22-70).

**43.13-2 Acceptable Methods, Techniques, and Practices—Aircraft Alterations (4-19-66).**

Contains methods, techniques, and practices acceptable to the Administrator in altering civil aircraft. Published in 1965. (\$2—Sub. GPO.) FAA 5.16:965.

Subscription now includes: Ch. 1 (1-12-67); Ch. 2 (5-26-67); Ch. 3 (6-26-67); Ch. 4 (9-12-67); Ch. 5 (11-9-67); Ch. 6 (4-12-68); Ch. 7 (5-12-69); Ch. 8 (10-29-69); Ch. 9 (10-19-70); Ch. 10 (1-20-71); Ch. 11 (8-11-71).

**43-202 Maintenance of Weather Radar Radomes (6-11-65).**

Provides guidance material useful to repair facilities in the maintenance of weather radar radomes.

**43-203A Altimeter and Static System Tests and Inspections (6-6-67).**

Specifies acceptable methods for testing altimeter and static system. Also, provides general information on test equipment used and precautions to be taken.

**47-1 Aircraft Registration Eligibility, Identification and Activity Report (2-25-70).**

Advises owners and operators of U.S. civil aircraft of recent regulatory changes that require the annual submission of current information related to aircraft registration eligibility, and requests similar submission of information related to identification and activity of aircraft; and to call attention to the availability of the reporting form to be used in complying with this regulatory change.

#### Airmen

##### SUBJECT No. 60

**60-1 Know Your Aircraft (6-12-63).**

Describes potential hazards associated with operation of unfamiliar aircraft and recommends good operating practices.

**60-2J Annual Aviation Mechanic Safety Awards Program (3-20-72).**

Provides the details of the annual Aviation Mechanic Safety Awards Program.

**60-4 Pilot's Spatial Disorientation (2-9-65).**

Acquaints pilots flying under visual flight rules with the hazards of disorientation caused by the loss of reference with the natural horizon.

**60-6 FAA Approved Airplane Flight Manuals, Placards, Listings, Instrument Markings—Small Airplanes (12-13-68).**

Alerts pilots to the regulatory requirements relating to the subject and provides information to aid pilots to comply with the provisions of FAR section 91.31.

**60-7 Statement of Additional Instruction for Retest (1-27-72).**

Announces a new procedure for the use of a computer printed "Statement of Additional Instruction" on each Airmen Written Test Report that has an unsatisfactory grade for any section. It explains the statement and strongly recommends its use.

**61-1D Aircraft Type Ratings (5-15-72).**

Provides designators adopted by the Federal Aviation Administration for aircraft type ratings issued with pilot certificates.

**61-2A Private Pilot (Airplane) Flight Training Guide (9-1-64).**

Contains a complete private pilot flight training syllabus which consists of 30 lessons. Published in 1964. (\$1 GPO.) FAA 5.8/2:P 64/4/964.

**61-3B Flight Test Guide—Private Pilot—Airplane—Single Engine (4-2-68).**

Assists the private pilot applicant in preparing for his certification flight test. Reprinted in 1969. (\$0.25 GPO.) TD 4.408:P 64/2.

**61-4C Multiengine Airplane Class or Type Rating—Flight Test Guide (2-1-71).**

Assists the private pilot applicant in preparing for certification or rating flight tests. (\$0.25 GPO.) TD 4.408:M 91.

**61-5A Helicopter Pilot Written Test Guide—Private—Commercial (8-14-67).**

Gives guidance to applicants preparing for the aeronautical knowledge requirements for a private or commercial pilot certificate with a helicopter rating.

**61-8B Instrument Rating (Airplane) Written Test Guide (4-24-69).**

Outlines the scope of the written test and directs applicants to appropriate study materials. Details subject areas covered in the test and indicates areas of aviation knowledge in which instrument pilots must be well informed. (\$0.70 GPO.) TD 4.8:In 7/4.

**61-9 Pilot Transition Courses for Complex Single-Engine and Light Twin-Engine Airplanes (6-16-64).**

Provides training syllabuses and check-out standards for pilots who seek to qualify on additional types of airplanes. Published in 1964. (\$0.15 GPO.) FAA 5.8/2:P 64/7.

**61-10 Private and Commercial Pilots Refresher Courses (9-1-64).**

Provides a syllabus of ground instruction periods and training lessons. Reprinted in 1969. (\$0.25 GPO.) FAA 5.8/2:P 64/9.

**61-11A Airplane Flight Instructor Written Test Guide (9-5-67).**

Provides information to prospective airplane flight instructors about certification requirements, application procedures, and reference study materials; a sample examination is presented with explanations of the correct answers. Reprinted in 1969. (\$0.70 GPO.) TD 4.408:In 7.

**61-12D Student Pilot Guide (7-16-70).**

Serves as a guide for prospective student pilots and presents general procedures for obtaining student and private pilot certificates. (\$0.20 GPO.) TD 4.8:P 64/3/970.

**61-13 Basic Helicopter Handbook (1-20-66).**

Provides detailed information to applicants preparing for private, commercial, and flight instructor pilot certificates with a helicopter rating about helicopter aerodynamics, performance, and flight maneuvers. It will also be useful to certificated helicopter flight instructors as an aid in training students. Published in 1965. (\$0.75 GPO.) FAA 5.8/2:H 36.

**61-14A Flight Instructor Practical Test Guide (10-23-69).**

Provides assistance to the certificated pilot in preparing for the practical demonstration required for the issuance of the flight instructor certificate. Reprinted in 1972. (\$0.15 GPO.) TD 4.408: In 7/4.

**61-16A Flight Instructor's Handbook (10-14-69).**

Gives guidance and information to pilots preparing to apply for flight instructor certificates, and for use as a reference by flight instructors. (\$1.25 GPO.) TD 4.408: In 7/3.

**61-17B Flight Test Guide—Instrument Pilot Airplane (1-12-72).**

Provides assistance for the instrument pilot applicant in preparing for his instrument rating flight test. (\$0.25 GPO.) TD 4.408: In 7/2.

**61-18C Airline Transport Pilot (Airplane) Written Test Guide (4-19-71).**

Reflects current operating procedures and techniques in a background setting appropriate for applicants preparing for the Airline Transport Pilot (Airplane) Written Test. (\$0.55 GPO.) TD 4.408: P64/3.

**61-19 Safety Hazard Associated With Simulated Instrument Flights (12-4-64).**

Emphasizes the need for care in the use of any device restricting visibility while conducting simulated instrument flights that may also restrict the view of the safety pilot.

**61-21 Flight Training Handbook (1-11-66).**

Provides information and direction in the introduction and performance of training maneuvers for student pilots, pilots requalifying or preparing for additional ratings, and flight instructors. Reprinted in 1969. (\$1.25 GPO.) FAA 1.8:F 64/4.

**61-23A Pilot's Handbook of Aeronautical Knowledge (7-10-70).**

Contains essential, authoritative information used in training and guiding applicants for private pilot certification, flight instructors, and flying school staffs. (\$4 GPO.) TD 4.408:P 64/5.

**61-25 Flight Test Guide—Helicopter, Private and Commercial Pilot (12-7-65).**

Assists the helicopter pilot applicant in preparing for the certification flight tests; provides information concerning applicable procedures and standards. Published in 1965. (\$0.10 GPO.) FAA 1.8:H 36/2.

**61-27B Instrument Flying Handbook (9-22-70).**

Provides the pilot with basic information needed to acquire an FAA instrument rating. It is designed for the reader who holds at least a private pilot certificate and is knowledgeable in all areas covered in the "Pilot's Handbook of Aeronautical Knowledge." (\$2.50 GPO.) TD 4.408: In 7/3.

**61-28A Commercial Pilot Written Test Guide (4-28-70).**

Reflects current operating procedures and techniques for the use of applicants in preparing for the Commercial Pilot-Airplane Written Test. (\$1.50 GPO.) TD 4.408:P 64/4.

**61-29A Instrument Flight Instructor Written Test Guide (10-16-70).**

Reflects current operating procedures, regulations, and techniques for the use of applicants in preparing for the Flight Instructor Instrument Written Test (\$0.50 GPO.) TD 4.8: In 7/5.

**61-30 Flight Test Guide—Gyroplane, Commercial Pilot (2-8-66).**

Assists commercial pilot operator in preparing for certification test. Revised in 1966. (\$0.15 GPO.) FAA 5.8:2:G 99/2/966.

**61-31 Gyroplane Pilot Examination Guide, Private and Commercial (2-9-66).**

Outlines information basic to a gyroplane pilot, lists sources useful in acquiring this knowledge, and presents sample examination questions.

**61-32 Private Pilot Written Examination Guide (8-15-67).**

A combination workbook, written test guide. Includes 71 exercises covering every section of the Private Pilot's Handbook of Aeronautical Knowledge plus a sample written test presented in a fashion similar to the current Private Pilot Written Examination. Reprinted in 1969. (\$1.75 GPO.) TD 4.408:P64.

**61-33 Gyroplane Flight Instructor Examination Guide (3-25-66).**

Assists applicants who are preparing for the Flight Instructor Rotorcraft Gyroplane Written Examination. Revised in 1966.

**61-34A Federal Aviation Regulations Written Test Guide for Private, Commercial and Military Pilots (6-18-70).**

Outlines the scope of the basic knowledge required of civilian or military pilots who are studying FARs as they pertain to the Regulations terminology; to the certification of private and commercial pilots; to the operation of aircraft in the national airspace; and to the requirements of the National Transportation Safety Board. For use as a guide in preparing for the FAR Written Test. (\$0.40 GPO.) TD 4.8:P 64.

**61-38 Rotorcraft Helicopter—Written Test Guide (8-16-67).**

Gives guidance to applicants preparing for the aeronautical knowledge requirement for a flight instructor certificate with a helicopter rating.

**61-39 Flight Test Guide, Private and Commercial Pilot—Glider (8-28-67).**

Assists applicants for private and commercial pilot flight tests in gliders.

**61-41A Glider Flight Instructor Written Test Guide (1-12-72).**

Provides information, guidelines, and sample test items, to assist applicants

for the Glider Flight Instructor rating in attaining necessary aeronautical knowledge.

**61-42 Airline Transport Pilot (Helicopter) Written Test Guide (11-7-67).**

Provides guidance to applicants preparing for the Airline Transport Pilot Rotorcraft/Helicopter (VFR and/or IFR) Written Tests. Describes the type and scope of required aeronautical knowledge covered by the written test. (\$0.35 GPO.) TD 4.408:H 36.

**61-43A Glider Pilot Written Test Guide—Private and Commercial (1-12-72).**

Provides information, guidelines, and sample test items, to assist applicants for the Glider Pilot Certificate in attaining necessary aeronautical knowledge.

**61-45 Instrument Rating (Helicopter) Written Test Guide (1-24-68).**

Assists applicants who are preparing for the helicopter instrument rating. Presents a study outline, study materials and a sample test with answers.

**61-46 Flight Instructor Procedures (6-4-69).**

Informs flight instructors of the procedures involved in the renewal or reinstatement of Flight Instructor Certificates, qualification for "Gold Seal" certificates, and endorsing student pilot logbooks for various operations.

**61-47 Use of Approach Slope Indicators for Pilot Training (9-16-70).**

Informs pilot schools, flight instructors and student pilots of the recommendation of the Federal Aviation Administration on the use of approach slope indicator systems for pilot training.

**61-49 Airline Transport Pilot—Airplane Practical Test Guide (8-9-71).**

Describes the practical test requirements for Airline Transport Pilot Certificates (Airplane) and associated class and type ratings.

**61-50 Aerial Applicator Aerodynamics Review of "Region of Reversed Command" (2-7-72).**

Provided for the purpose of increasing pilot awareness of the aerodynamic limitations pertinent to aerial applicator operations.

**61-51 Reporting Flight Time on Pilot Applications, FAA Form 8420-3 (6-26-72).**

Advises applicants of the importance of entering their pilot flight time on subject form. (OBM No. 04-R0064.)

**61.117-1C Flight Test Guide—Commercial Pilot, Airplane (2-7-69).**

Assists the commercial applicant in preparing for his certification flight test. (\$0.20 GPO.) TD 4.8:P 64/3.

**63-1B Flight Engineer Written Test Guide (10-22-70).**

Provides information to prospective flight engineers and others interested in this certification area. Contains informa-

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tion about certification requirements and describes the type and scope of the written test. Lists appropriate study and reference material and presents sample questions similar to those found in the official written tests. (\$0.50 GPO.) TD 4.408:En 3.

**63-2A Flight Navigator Written Test Guide (4-4-69).**

Defines the scope and narrows the field of study to the basic knowledge required for the Flight Navigator Certificate. Published in 1969. (\$0.40 GPO.) TD 4.8:F 64/2.

**65-2A Airframe and Powerplant Mechanics Certification Guide (10-12-67).**

Provides information to prospective airframe and powerplant mechanics and other persons interested in FAA certification of aviation mechanics. Reprinted in 1969. (\$0.65 GPO.) TD 4.8:AI 7/6.

**65-4A Aircraft Dispatcher Written Test Guide (8-16-68).**

Describes the type and scope of aeronautical knowledge covered by the aircraft dispatcher written examination, lists reference materials, and presents sample questions. Published in 1969. (\$0.50 GPO.) TD 4.8:AI 7/12.

**65-5 Parachute Rigger Certification Guide (6-19-67).**

Provides information on how to apply for a parachute rigger certificate or rating and assists the applicant in preparing for the written, oral, and practical tests. Reprint in 1970. (\$0.25 GPO.) TD 4.8:P 21.

**65-9 Airframe and Powerplant Mechanics—General Handbook (8-26-70).**

Designed as a study manual for persons preparing for a mechanic certificate with airframe or powerplant ratings. Emphasis in this volume is on theory and methods of application, and is intended to provide basic information on principles, fundamentals, and airframe and powerplant ratings. (\$4 GPO.) TD 4.408:AI 7/2.

**65-11A Airframe and Powerplant Mechanics Certification Information (4-21-71).**

Provides answers to questions most frequently asked about Federal Aviation Administration certification of aviation mechanics. (\$0.20 GPO.) TD 4.8:AI:7/21 9-71.

**65-12 Airframe and Powerplant Mechanics Powerplant Handbook (9-25-70).**

Designed to familiarize student mechanics with the construction, theory of operation, and maintenance of aircraft powerplants. (\$3.75 GPO.) TD 4.408:AI 7/3.

**65-13 FAA Inspection Authorization Directory (12-14-70).**

Provides a new directory of all FAA certificated mechanics who hold an inspection authorization as of the effective date shown above.

**65-16 The Eighth Annual FAA International Aviation Maintenance Symposium (3-20-72).**

Informs the aviation community that the FAA will hold the eighth annual symposium on November 28, 29, and 30, 1972.

**65-95-2B Handbook and Study Guide for Aviation Mechanics Inspection Authorization (10-9-70).**

This handbook gives guidance to persons conducting annual and progressive inspections and approving major repairs or alterations of aircraft. While the handbook is primarily intended for mechanics holding or preparing for an Inspection Authorization, it may be useful to aircraft manufacturers and certified repair stations who have these privileges.

**Airspace**

**SUBJECT NO. 70**

**70/7460-1A Obstruction Marking and Lighting (1-1-72).**

Describes FAA standards on obstruction marking and lighting and establishes the methods, procedures, and equipment types for both aviation red and high intensity white obstruction lights.

**70/7460-2C Proposed Construction or Alteration of Objects that may Affect the Navigable Airspace (9-16-71).**

Advises those persons proposing to erect or alter an object that may affect the navigable airspace of the requirement to submit a notice to the Administrator of the Federal Aviation Administration (FAA).

**70/7460-3 Petitioning the Administrator for Discretionary Review; Section 77.37, FAR (8-8-68).**

Revises and updates information concerning the submission of petitions to the Administrator for review, extension, or revision of determinations issued by regional directors or their designees.

**73-1 Establishment of Alert Areas (3-11-68).**

Announces the establishment of alert areas and sets forth the procedures which FAA will follow in establishing such areas.

**Air Traffic Control and General Operations**

**SUBJECT NO. 90**

**90-1A Civil Use of U.S. Government Produced Instrument Approach Charts (4-10-68).**

Clarifies landing minimums requirements and revises instrument approach charts.

**90-5 Coordination of Air Traffic Control Procedures and Criteria (6-13-63).**

States Air Traffic Service policy respecting coordination of air traffic procedures and criteria with outside agencies and/or organizations.

**90-12 Severe Weather Avoidance (4-15-64).**

Provides information regarding air traffic control assistance in avoiding severe weather conditions.

**90-14A Altitude—Temperature Effect on Aircraft Performance (1-26-68).**

Introduces the Denalt Performance Computer and reemphasizes the hazardous effects density altitude can have on aircraft.

**90-19 Use of Radar for the Provision of Air Traffic Control Services (10-29-64).**

Advises the aviation community of FAA practice in the use of radar information to provide air traffic control services.

**90-20 Weather Radar Radomes (11-12-64).**

Highlights some important points to consider in the selection and maintenance of weather radar radomes.

**90-22C Automatic Terminal Information Service (ATIS) (2-2-71).**

Provides updated information concerning the operation of Automatic Terminal Information Service.

**90-23C Wake Turbulence (5-16-72).**

Alerts pilots to the hazards of trailing vortex wake turbulence and recommends avoidance procedures.

**90-31 Retention of Flight Service Station (FSS) Civil Flight Plans and Related Records (7-1-67).**

Establishes new retention periods for flight plans, preflight briefings logs, visual flight rule flight progress strips, and related records with FSS's.

**90-32 Radar Capabilities and Limitations (8-15-67).**

Advises the aviation community of the inherent capabilities and limitations of radar systems and the effect of these factors on the service provided by air traffic control (ATC) facilities.

**90-34 Accidents Resulting from Wheelbarrowing in Tricycle Gear Equipped Aircraft (2-27-68).**

Explains "wheelbarrowing", the circumstances under which it is likely to occur, and recommended corrective action.

**90-36 The Use of Chaff as an In-Flight Emergency Signal (5-22-68).**

Advises of the value and proper usage of chaff to alert radar controllers to the presence of an aircraft in distress which has a two-way radio failure.

**90-38A Use of Preferred IFR Routes (12-29-69).**

Outlines the background, intent, and requested actions pertaining to the use of preferred IFR routes.

**90-41C Revised Standard Instrument Departure/Arrival Procedures (4-13-72).**

Describes the revised Standard Instrument Departure (SID) and Standard

Terminal Arrival Route (STAR) program.

90-42 Traffic Advisory Practices at Non-tower Airports (12-9-68).

This circular establishes, as good operating practices, procedures for pilots to exchange traffic information when operating to or from nontower airports.

90-43C Operations Reservations for High-Density Traffic Airports (11-14-71).

Advises the aviation community of the means for all aircraft operators, except helicopters, scheduled and supplemental air carriers and scheduled air taxis, to obtain a reservation to operate to and/or from designated high-density traffic airports.

90-44 Airport Ground Operations During Low Visibility Conditions (4-25-69).

Alerts the aviation community to potential problem areas which may exist on airport movement areas during periods of extremely low visibility.

90-45 Approval of Area Navigation Systems for Use in the U.S. National Airspace System (8-18-69).

Provides guidelines for implementation of area navigation (RNAV) within the National Airspace System (NAS).

90-45 CH-I (10-20-70).

Deletes certain items found to be in excess of minimum requirements and clarifies certain other items.

90-47 Abbreviated Instrument Flight Rules Departure Clearance (3-18-70).

Provides guidance to pilots and operators for participation in the Abbreviated IFR Departure Clearance Program.

90-48 Pilots' Role in Collision Avoidance (3-20-70).

Alerts all pilots to the midair collision and near midair collision hazard and to emphasize those basic problem areas of concern, as related to the human causal factors, where improvements in pilot education, operating practices, procedures, and techniques are needed to reduce midair conflicts.

90-50 Air Traffic Control Radio Frequency Assignment Plan for VFR and IFR Communications (9-29-70).

Describes the civil air traffic control assignment of frequencies in the very high frequency (118-136 MHz) band.

90-51 FAA Motion Picture—"Caution—Wake Turbulence" (11-17-70).

Announces the availability of a new wake turbulence film and encourages its viewing.

90-54 Cruise Clearances (5-25-71).

Provides the aviation community guidance when operating under a "cruise" clearance.

90-55 Identification of Air Taxi Operations for Air Traffic Counting (8-31-71).

Informs air taxi and commercial operators (ATCO), certificated under the

provisions of Federal Aviation Regulations, Part 135, that they now fall under a separate category for air traffic counting purposes and outlines air traffic identification procedures to be used.

90-58 VOR Course Errors Resulting from 50KHz Channel Selection (2-16-72).

Provides information concerning a potentially hazardous situation when a VOR receiver is tuned 50KHz from the ground station frequency.

90-59 Arrival and Departure Handling of High-Performance Aircraft (2-28-72).

Describes ATC handling of high performance aircraft in terminal areas.

90-60 Weather Observation Reporting Obscured or Partially Obscured Sky Condition (3-31-72).

Provides pilots with information concerning weather conditions reported by weather observers as obscuration or partial obscuration.

91-3 Aerobic Flight (9-30-63).

Sets safe operating practices for the conduct of aerobic flight operations.

91-5B Waivers of Subpart B, Part 91 of the Federal Aviation Regulations (FARs) (1-28-72).

Provides information concerning the submission of applications for and the issuance of waivers of Subpart B, FAR Part 91.

91-6 Water, Slush, and Snow on the Runway (1-21-65).

Provides background and guidelines concerning the operation of turbojet aircraft with water, slush, and/or snow on the runway.

91-7 Hazards Associated With In-Flight Use of "Visible-Fluid" Type Cigarette Lighters (3-16-65).

Discusses the potential hazards associated with in-flight use of "visible-fluid" type cigarette lighters.

91-8A Use of Oxygen by General Aviation Pilots/Passenger (8-11-70).

Provides general aviation personnel with information concerning the use of oxygen.

91-9 Potential Hazards Associated With Turbojet Ground Operations (6-19-65).

Alerts turbojet operators and flight crews to potential hazards involving turbojet operations at airports.

91-10A Suggestions for Use of ILS Minima by General Aviation Operators of Turbojet Airplanes (10-8-65).

Provides general aviation operators of turbojet airplanes with information on practices and procedures to be considered before utilizing the lowest published IFR minima prescribed by FAR Part 97 and provides information on pilot-in-command experience, initial and recurrent pilot proficiency, and airborne airplane equipment.

91-11A Annual Inspection Reminder (12-3-69).

Provides the aviation community with a uniform visual reminder of the date an annual inspection becomes due. (Reference section 91.169(a)(1) of the FARs.)

91-11-1 Guide to Drug Hazards in Aviation Medicine (7-19-63).

Lists all commonly used drugs by pharmacological effect on airmen with side effects and recommendations. Reprinted 1970. (\$0.50 GPO.) FAA 7.9:D 84.

91-12B Required Inspection for Aircraft Operating Under FAR Parts 121, 123, 127, or 135 and Reverting to General Operation Under FAR Part 91 (12-9-70).

Describes acceptable methods for complying with the required inspections set forth in FAR Part 91.

91-13A Cold Weather Operation of Aircraft (1-2-70).

Provides background and guidelines relating to operation of aircraft in the colder climates where wide temperature changes may occur.

91-14B Altimeter Setting Sources (10-1-71).

Provides the aviation public, industry, and FAA field personnel with guidelines for setting up reliable altimeter setting sources.

91-15 Terrain Flying (2-2-67).

A pocket-size booklet designed as a tool for the average private pilot. Contains a composite picture of the observations, opinions, warnings, and advice from veteran pilots who have flown this vast land of ours that can help to make flying more pleasant and safer. Tips on flying into Mexico, Canada, and Alaska. (\$0.55 GPO.) TD 4.2:T 27.

91-16 Category II Operations—General Aviation Airplanes (8-7-67).

Sets forth acceptable means by which Category II operations may be approved in accordance with FAR Parts 23, 25, 61, 91, 97, and 135.

91-17 The Use of View Limiting Devices on Aircraft (2-20-68).

Alerts pilots to the continuing need to make judicious and cautious use of all view limiting devices on aircraft.

91-21 Inspection Schedule—for Handley-Page Model HP-137 (4-24-69).

Provides information for use by persons planning to develop an inspection schedule for the Handley-Page Model HP-137 aircraft.

91-22A Altitude Alerting Devices/Systems (12-23-71).

Provides guidelines for designing, installing, and evaluating altitude alerting systems.

91-23 Pilot's Weight and Balance Handbook (5-6-69).

Provides an easily understood text on aircraft weight and balance for pilots who need to appreciate the importance of weight and balance control for safety of flight. Progresses from an explana-

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tion of basic fundamentals to the complete application of weight and balance principles in large aircraft operations. (\$0.70 GPO.) TD 4.408: P 64/3.

**91-24 Aircraft Hydroplaning or Aquaplaning on Wet Runways (9-4-69).**

Provides information to the problem of aircraft tires hydroplaning on wet runways.

**91-25A Loss of Visual Cues During Low Visibility Landings (6-22-72).**

Provides information concerning the importance of maintaining adequate visual cues during the descent below MDA or DA.

**91-26 Maintenance and Handling of Air-Driven Gyroscopic Instruments (10-29-69).**

Advises operators of general aviation aircraft of the need for proper maintenance of air-driven gyroscopic instruments and associated air filters.

**91-27A Systemsworthiness Analysis Program—General Aviation (12-16-70).**

Explains the purpose and applicability of the Systemsworthiness Analysis Program (SWAP) to certificated air taxis, repair stations, pilot and aviation maintenance technician schools that are operated under the privileges of certificates issued by the Federal Aviation Administration.

**91-28 Unexpected Opening of Cabin Doors (12-23-69).**

Outlines the importance of assuring that cabin doors are properly closed prior to takeoff.

**91-29 Radar Transponder Requirements (3-30-70).**

Describes certain aspects of the planned operation of the Air Traffic Control Radar Beacon System (ATCRBS) which will be of interest to aircraft operators who expect to use radar transponders in their aircraft.

**91-30 Terminal Control Areas (TCA) (6-11-70).**

Explains the TCA concept and answers some of the most frequently asked questions pertaining to TCA.

**9-31 FAR Requirement for the Filing of Flight Plans for Flights Between Mexico and the United States (2-1-71).**

Informs pilots of the requirements of section 91.12(c) of Part 91 of the Federal Aviation Regulations.

**91-32 Safety in and Around Helicopters (5-7-71).**

Provides suggestions to improve helicopter safety by means of acquainting nonflight crew personnel and passengers with the precautions and procedures necessary to avoid undue hazards.

**91-33 Use of Alternate Grades of Aviation Gasoline for Grade 80/87 (10-6-71).**

Provides information relating to the use of alternate grades of aviation gasoline when grade 80/87 is not available,

and the resultant effects of the use of the alternate fuels which may have higher TEL (tetraethyl lead) content.

**91-35 Noise, Hearing Damage, and Fatigue in General Aviation Pilots (3-28-72).**

Acquaints pilots with the hazards of regular exposure to cockpit noise. Especially pertinent are piston-engine, fixed-wing, and rotary-wing aircraft.

**91-29-1 Special Structural Inspections (1-8-68).**

Discusses occurrences which may cause structural damage affecting the airworthiness of aircraft.

**91-83-1 Canceling or Closing Flight Plans (3-12-64).**

Outlines the need for canceling or closing flight plans promptly to avoid costly search and rescue operations.

**91-83-2 IFR Flight Plan Route Information (2-16-66).**

Clarifies the air traffic control needs for the filing of route information in an IFR (Instrument Flight Rules) flight plan.

**95-1 Airway and Route Obstruction Clearance (6-17-65).**

Advises all interested persons of the airspace areas within which obstruction clearance is considered in the establishment of Minimum En Route Instrument Altitudes (MEA's) for publication in FAR Part 95.

**99-1 Security Control of Air Traffic (1-12-72).**

Provides civil aviation with recommended practices for operating aircraft within or penetrating an Air Defense Identification Zone (ADIZ).

**101-1 Waivers of Part 101, Federal Aviation Regulations (1-13-64).**

Provides information on submission of applications and issuances of waivers to FAR Part 101.

**103-2 Information Guide for Air Carrier Handling of Radioactive Materials (7-23-70).**

Acquaints air carrier industry and in particular, air freight handling personnel, with the essential requirements and practical application of the various regulations pertaining to the handling and transportation of radioactive materials.

**105-2 Sport Parachute Jumping (9-6-68).**

Provides suggestions to improve sport parachuting safety; information to assist parachutists in complying with FAR Part 105; and a list of aircraft which may be operated with one cabin door removed, including the procedures for obtaining FAA authorization for door removal.

**107-1 Aviation Security—Airports (5-19-72).**

Furnishes guidance to those individuals and organizations having responsibilities under Part 107 of the Federal Aviation Regulations. It also provides

recommendations for establishing and improving security for restricted or critical facilities and areas the security of which is not dealt with in Part 107.

**Air Carrier and Commercial Operators and Helicopters**

**SUBJECT No. 120**

**120-1A Reporting Requirements of Air Carriers, Commercial Operators, and Travel Clubs (4-24-69).**

Advises of the mechanical reliability reporting requirements contained in FAR Parts 121 and 127 and the accident and incident reporting requirements of NTSB Part 430, Rules Pertaining to Aircraft Accidents, Incidents, Overdue Aircraft, and Safety Investigations.

**120-2A Precautionary Propeller Feathering To Prevent Runaway Propellers (8-20-63).**

Emphasizes the need for prompt feathering when there is an indication of internal engine failure.

**120-5 High Altitude Operations in Areas of Turbulence (8-26-63).**

Recommends procedures for use by jet pilots when penetrating areas of severe turbulence.

**120-7A Minimum Altitudes for Conducting Certain Emergency Flight Training Maneuvers and Procedures (7-27-70).**

Issued to emphasize to all air carriers and other operators of large aircraft the necessity for establishing minimum altitudes above the terrain or water when conducting certain simulated emergency flight training maneuvers.

**120-12 Private Carriage Versus Common Carriage by Commercial Operators Using Large Aircraft (6-24-64).**

Provides guidelines for determining whether current or proposed transportation operations by air constitute private or common carriage.

**120-13 Jet Transport Aircraft Attitude Instrument Systems (6-26-64).**

Provides information about the characteristics of some attitude instrument systems presently installed in some jet transport aircraft.

**120-16A Continuous Airworthiness Program (9-11-69).**

Provide air carriers and commercial operators with guidance and information pertinent to certain provisions of Federal Aviation Regulations Parts 121 and 127.

**120-17 Handbook for Maintenance Control by Reliability Methods (12-31-64).**

Provides information and guidance material which may be used to design or develop maintenance reliability programs which include a standard for determining the time limitations.

**120-17 CH1 (6-24-66).**

**120-17 CH2 (5-6-68).**

**120-18 Preservation of Maintenance Records (5-10-65).**

Provides information and guidance relative to the microfilming of maintenance records.

**120-21 Aircraft Maintenance Time Limitations (6-24-66).**

Provides methods and procedures for the initial establishment and revision of time limitations on inspections, checks, maintenance or overhaul.

**120-24A Establishment and Revision of Aircraft Engine Overhaul and Inspection Periods (2-25-69).**

Describes methods and procedures used by the FAA in the establishment and revision of aircraft engine overhaul periods.

**120-26B Civil Aircraft Operator Designators (5-11-71).**

Revises the criteria and states the procedures for the assignment of a designator and a corresponding air/ground call sign to civil aircraft operators engaged in domestic services on a repetitive basis.

**120-27 Aircraft Weight and Balance Control (10-15-68).**

Provides a method and procedures for weight and balance control.

**120-28A Criteria for Approval of Category IIIa Landing Weather Minima (12-14-71).**

States an acceptable means, not the only means, for obtaining approval of Category IIIa minima and the installation approval of the associated airborne systems.

**120-29 Criteria for Approving Category I and Category II Landing Minima for FAR 121 Operators (9-25-70).**

Sets forth criteria used by FAA in approving turbojet landing minima of less than 300- $\frac{3}{4}$  or RVR 4,000 (Category I) and Category II minima for all aircraft.

**120-29 CH 1 (12-15-71).**

Revises Appendix 1 and deletes statement in Appendix 2 regarding 19-foot criteria (does not apply when using an approved automatic landing system).

**121-1 Standard Maintenance Specifications Handbook (12-15-62).**

Consolidated reprint 3-2-72, includes Changes 1 through 26.

Provides procedures acceptable to FAA which may be used by operators when establishing inspection intervals and overhaul times.

**121-3M Maintenance Review Board Reports (9-29-71).**

Revises the list of Maintenance Review Board Reports that are currently in effect (August 1971).

**121-6 Portable Battery-Powered Megaphones (1-5-66).**

Sets forth an acceptable means for complying with rules (applicable to various persons operating under Part 121 of the Federal Aviation Regulations) that prescribe the installation of approved megaphones.

**121-7 Use of Seat Belts by Passengers and Flight Attendants To Prevent Injuries (7-14-66).**

Concerned with the prevention of injury due to air turbulence.

**121-12 Wet or Slippery Runways (8-17-67).**

Provides uniform guidelines in the application of the "wet runway" rule by certificate holders operating under FAR 121.

**121-13 Self-Contained Navigation Systems (Long Range) (10-14-69).**

States an acceptable means, not the only means, of compliance with the referenced sections of the FAR as they apply to persons operating under Parts 121 or 123 who desire approval of Doppler RADAR navigation systems or Inertial Navigation Systems (INS) for use in their operations.

**121-13 CH-1 (7-31-70).**

Assures standardization of the Minimum Equipment List (MEL) with respect to Inertial Navigation Systems (INS) through the appropriate Flight Operations Evaluation Board (FOEB).

**121-13 CH 2 (12-21-70).**

Permits all flight training for Doppler and INS qualification, to be completed in a simulator or training device approved for conducting the required pilot training and qualifications in the use of these systems.

**121-14 Aircraft Simulator Evaluation and Approval (12-19-69).**

Sets forth one means that would be acceptable to the Administrator for approval of aircraft simulators or other training devices requiring approval under section 121.407.

**121-16 Maintenance Certification Procedures (11-9-70).**

Provides guidance for the preparation of an Operations Specification—Preface Page which will afford nominal and reasonable relief from approved service and overhaul time limits when a part is borrowed from another operator.

**121-17 Aviation Security: Certain Air Carriers and Commercial Operators—Security Programs and Other Requirements (3-14-72).**

Provides general information regarding the requirements of FAR Amdt. 121-85.

**121.195(d)-1 Alternate Operational Landing Distances for Wet Runways; Turbojet Powered Transport Category Airplanes (11-19-65).**

Sets forth an acceptable means, but not the only means, by which the alternate provision of section 121.195(d) may be met.

**123-1 Air Travel Clubs (10-17-68).**

Sets forth guidelines and procedures to assist air travel clubs using large aircraft in meeting safety requirements of FAR Part 123.

**135.144-1 Small Propeller-Driven Air Taxi Airplanes That Meet Section 135.144 (4-13-72).**

Provides a summary of and information on small propeller-driven air taxi airplanes that comply with section 135.144 and may continue operations under FAR Part 135 after May 31, 1972, with 10 or more passenger seats.

**135.155-1 Alternate Static Source for Altimeters and Airspeed and Vertical Speed Indicators (2-16-65).**

Sets forth an acceptable means of compliance with provision in FAR Part 135 and Part 23 dealing with alternate static sources.

**135-1A Air Taxi Aircraft Weight and Balance Control (9-26-69).**

Provides a method and procedures for developing a weight and balance control system for small aircraft operating in the air taxi fleet under FAR Part 135.

**135-2 Air Taxi Operators of Large Aircraft (10-14-69).**

Provides guidelines and procedures for use by air taxi operators or applicants for Air Taxi Operator certificates who desire to obtain FAA authorization to operate large aircraft (more than 12,500 pounds maximum certificated takeoff weight) in air taxi operations.

**135-3 Air Taxi Operators of Small Aircraft (2-17-70).**

Sets forth guidelines and procedures to assist persons in complying with the requirements of Federal Aviation Regulations, Part 135.

**135.60-1 Aircraft Inspection Programs (5-1-70).**

Provides information for use by air taxi operators and commercial operators of small aircraft developing an aircraft inspection program for FAA approval.

**137-1 Agricultural Aircraft Operations (11-29-65).**

Explains and clarifies the requirements of FAR Part 137 and provides additional information, not regulators in nature, which will assist interested persons in understanding the operating privileges and limitations of this Part.

**Schools and Other Certificated Agencies**

SUBJECT NO. 140

**140-1F Consolidated Listing of FAA Certificated Repair Stations (10-29-71).**

Provides a revised directory of all FAA certificated repair stations as of July 1, 1971.

**140-2F List of Certificated Pilot Flight and Ground Schools (7-9-71).**

Lists FAA certificated pilot schools as of January 1, 1971.

**140-3B Approval of Pilot Training Courses Under Subpart D of Part 141 of the FAR (1-8-70).**

The title is self-explanatory.

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140-4 Use of Audio-Visual Courses in Approved Pilot Ground Schools Certificated Under Part 141 (8-7-68).

Informs operators of certificated pilot schools on the use of audio-visual training aids for instruction in approved ground school courses conducted under the FARs.

140-5 Radio Maintenance Technician School Curriculum (8-11-71).

Provides information on curriculum subjects for persons desiring to establish radio maintenance technician training courses.

143-1B Ground Instructor Examination Guide—Basic—Advanced (4-18-67).

Designed to assist applicants preparing for the Basic or Advanced Ground Instructor Written Examination by outlining the required knowledge and by providing sample questions for practice. Revised in 1967. (\$1 GPO.) TD 4.408: G 91.

143-2B Ground Instructor—Instrument—Written Test Guide (6-25-70).

Provides information to applicants for the instrument ground instructor rating about the subject areas covered in the examination and illustrated by a study outline, a list of study materials, and a sample examination with answers. (\$0.65 GPO.) TD 4.8: G 91.

145.101-1A Application for Air Agency Certificate—Manufacturer's Maintenance Facility (3-10-69).

Explains how to obtain a repair station certificate.

147-2J Directory of FAA Certificated Aviation Maintenance Technician Schools (2-4-72).

Provides a revised directory of all FAA certificated aviation maintenance technician schools as of January 15, 1972.

147-3 Phase III, A National Study of the Aviation Mechanics Occupation (3-22-71).

Announces the availability for purchase by the public of a reprint of a report of Phase III, A National Study of the Aviation Mechanics Occupation.

149-2F Listing of Federal Aviation Administration Certified Parachute Lofts (10-8-71).

Provides a revised listing of all FAA certificated parachute lofts as of October 1, 1971.

## Airports

SUBJECT No. 150

AIRPORT PLANNING

150/5000-1 Cancellation of Obsolete Publications Issued by Standards Division, Airports Service (4-17-70).

Cancels outstanding airport engineering data sheets, technical standard orders, airport engineering bulletins, and miscellaneous publications that are no longer current and to direct the reader to a new source of information, where applicable.

150/5000-2 Index of Publications, Airport Service, Standards Division (9-28-70).

Transmits the first Airports Service, Standards Division, index of advisory circulars and related publications.

150/5000-3 Address List for Regional Airports Divisions and Airport District Offices (2-29-72).

Transmits the first address list for all regional Airports Divisions and Airport District Offices.

150/5040-1A Announcement of Report—Aviation Demand and Airport Facility Requirement Forecasts for Large Air Transportation Hubs Through 1980 (3-27-69).

Announces the availability of the new report and where to obtain it.

150/5040-2 Announcement of Report—Aviation Demand and Airport Facility Requirement Forecasts for Medium Air Transportation Hubs Through 1980 (5-22-69).

Announces the availability to the public, Federal Aviation Administration personnel, airport and local government planning officials, the aviation industry, and the interested public with forecasts of aviation demand and selected airport facility requirements for medium hubs through 1980.

150/5040-3 Announcement of Report—A Suggested Action Program for the Relief of Airfield Congestion at Selected Airports (6-19-69).

Announces the availability of the report to the public which identifies and analyzes the possible improvements leading to reduced aircraft delays at 18 of the Nation's highest density airports.

150/5040-4 Announcement of Supplementary Report—A Suggested Action Program for the Relief of Airfield Congestion at Selected Airports (3-31-70).

Announces the availability of the report to the public which identifies and analyzes possible improvements needed to prevent delays at 10 additional airports where demand compared to capacity indicates serious congestion will become a problem. This report is supplementary to the report announced by AC 150/5040-3.

150/5050-2 Compatible Land Use Planning in the Vicinity of Airports (4-13-67).

Advises Federal Aviation Administration personnel, local government officials and the public of the availability of the following two reports prepared under the auspices of the FAA by the firm of Transportation Consultants, Inc. *Compatible Land Use Planning On and Around Airports, and Aids Available for Compatible Land Use Planning Around Airports*.

150/5050-3 Announcement of a Report Entitled "Planning the State Airport System" (1-31-69).

Advises of the availability of the report and how to obtain it.

150/5960-1A Airport Capacity Criteria Used in Preparing the National Airport Plan (7-8-68).

Presents the method used by the Federal Aviation Administration for determining when additional runways, taxiways, and aprons should be recommended in the National Airport Plan. The material is also useful to sponsors and engineers in developing Airport Layout Plans and for determining when additional airport pavement facilities should be provided to increase aircraft accommodation capacity at airports.

150/5060-3A Airport Capacity Criteria Used in Long-Range Planning (12-24-69).

Describes the method used by the Federal Aviation Administration for determining the approximate practical hourly and practical annual capacities of various airport runway configurations and is used in long-range (10 years or more) planning for expansion of existing airports and construction of new airports to accommodate forecast demand.

150/5070-1 Rapid Transit Service for Metropolitan Airports (8-26-65).

Provides information to airport officials of a Federal assistance program for rapid transit.

150/5070-2 Planning the Metropolitan Airport (9-17-65). (Consolidated reprint 6-30-66 includes change 1.)

Provides guidance and methodology for planning the metropolitan airport system as a part of the comprehensive metropolitan planning program.

150/5070-3 Planning the Airport Industrial Park (9-30-65).

Provides guidance to communities, airport boards, and industrial developers for the planning and development of Airport Industrial Parks.

150/5070-4 Planning for Rapid Urbanization Around Major Metropolitan Airports (3-31-66).

Alerts planning agencies to the need for developing appropriate planning programs to guide rapid urbanization in the vicinity of major metropolitan airports and suggests procedures for such planning programs.

150/5070-5 Planning the Metropolitan Airport System (5-22-70).

Gives guidance in developing airport system plans for large metropolitan areas. It may be used by metropolitan planning agencies and their consultants in preparing such system plans and by the FAA in reviewing same. (\$1.25 GPO.) TD 4.108:M56/2.

150/5070-6 Airport Master Plans (2-5-71).

Provides guidance for the preparation of individual airport master plans as provided for under the Airport Airway Development Act of 1970. (\$1.25 GPO.) TD 4.108:P69.

150/5090-1 Regional Air Carrier Airport Planning (2-2-67).

This circular: (1) Informs local and State governments, airport operators,

and area planners of a Federal policy concerning the development of a single airport to serve two or more cities and their environs; and (2) provides such planners with guidance for evaluating the feasibility of establishing such regional airports.

**150/5090-2 National Airport Classification System (Airport System Planning) (6-25-71).**

Sets forth the new national airport classification system. The system is designed for use in the identification and classification of airports within the National System of Airports and for use as a planning tool in long-range airport system planning.

**FEDERAL-AID AIRPORT PROGRAMS**

**150/5100-3A Federal-aid Airport Program-Procedures Guide for Sponsors (9-20-68).**

Provides guidance to public agencies that sponsor or propose to sponsor projects under the Federal-aid Airport Program (FAAP) authorized by the Federal Airport Act.

**150/5100-3A CH 1 (11-28-69).**

Transmits revised pages to subject advisory circular.

**150/5100-5 Land Acquisition in the Federal-aid Airport Program (1-30-69).**

Provides general information to sponsors of airport development projects under the Federal-aid Airport Program on the eligibility of land acquisition and extent of Federal participation in land acquisition costs.

**150/5100-6 Labor Requirements in Federal-aid Airport Program Contracts (6-6-69).**

Covers the basic labor requirements applicable to the Federal-aid Airport Program (FAAP). Intended primarily for the guidance of those public agencies sponsoring projects under the program and the contractors and subcontractors engaged in work under a project.

**150/5100-7A Requirement for Public Hearing in the Airport Development Aid Program (2-25-72).**

Provides guidance to sponsors of airport development projects under the Airport Development Aid Program (ADAP) on the necessity for and conduct of public hearings.

**150/5100-8 Request for Aid; Displaced Persons; Public Hearings; Environmental Considerations; Opposition to the Project (1-19-71).**

Provides general guidance on the information and coordination required in support of a request for aid for an airport development project under the Airport and Airway Development Act of 1970.

**150/5100-10 Accounting Records Guide for Airport Development Aid Program Sponsors (5-15-72).**

Assists sponsors of Airport Development Aid Program (ADAP) projects in maintaining accounting records that will

satisfy the recordkeeping and auditing requirements which are necessary to support claims for progress and final payments under the Airport and Airway Development Act of 1970 (Public Law 91-258).

**SURPLUS AIRPORT PROPERTY CONVEYANCE PROGRAMS**

**150/5150-2 Federal Surplus Personal Property for Public Airport Purposes (6-27-68).**

Outlines policies and procedures for State and local agencies applying for and acquiring surplus Federal personal property for public airport purposes.

**150/5150-2 CH 1 (4-22-69).**

Revises the flow of copies of the SF 123 to provide for more accurate review of donated property.

**AIRPORT COMPLIANCE PROGRAM**

**150/5190-1 Minimum Standards for Commercial Aeronautical Activities on Public Airports (8-18-66).**

Gives to owners of public airports information helpful in the development and application of minimum standards for commercial aeronautical activities.

**150/5190-2A Exclusive Rights at Airports (4-4-72).**

Makes available to public airport owners, and to other interested persons, basic information and guidance on FAA's policy regarding exclusive rights at public airports on which Federal funds, administered by FAA, have been expended.

**150/5190-3 Model Airport Zoning Ordinance (1-16-67).**

Provides a guide to be used in preparing airport zoning ordinances. This model will require modification and revision to suit circumstances and fulfill State and local law.

**AIRPORT SAFETY—GENERAL**

**150/5200-3A Bird Hazards to Aircraft (3-2-72).**

Transmits to the aviation public the latest published information concerning the reduction of bird strike hazards to aircraft in flight and in the vicinity of airports.

**150/5200-4 Foaming of Runways (12-21-66).**

Discusses runway foaming and suggests procedures for providing this service.

**150/5200-5 Considerations for the Improvement of Airport Safety (2-2-67).**

Emphasizes that, in the interest of accident/incident prevention, airport management should conduct self-evaluations and operational safety inspections. An exchange of information and suggestions for the improvement of airport safety is also suggested.

**150/5200-6A Security of Aircraft at Airports (6-28-68).**

Directs attention to the problem of pilferage from aircraft on airports and suggests action to reduce pilferage and the hazards that may result therefrom.

gests action to reduce pilferage and the hazards that may result therefrom.

**150/5200-7 Safety on Airports During Maintenance of Runway Lighting (1-24-68).**

Points the possibility of an accident occurring to airport employees caused by electrocution.

**150/5200-8 Use of Chemical Controls to Repel Flocks of Birds at Airports (5-2-68).**

Acquaints airport operators with new recommendations on the use of chemical methods for dispersing flocks of birds.

**150/5200-9 Bird Reactions and Scaring Devices (6-26-68).**

Transmits a report on bird species and their responses and reactions to scaring devices.

**150/5200-11 Airport Terminals and the Physically Handicapped (11-27-68).**

Discusses the problems of the physically handicapped air traveler and suggests features that can be incorporated in modification or new construction of airport terminal buildings.

**150/5200-12 Fire Department Responsibility in Protecting Evidence at the Scene of an Aircraft Accident (8-7-69).**

Furnishes general guidance for employees of airport management and other personnel responsible for firefighting and rescue operations, at the scene of an aircraft accident, on the proper presentation of evidence.

**150/5200-13 Removal of Disabled Aircraft (8-27-70).**

Discusses the responsibility for disabled aircraft removal and emphasizes the need for prearranged agreements, plans, equipment, and improved coordination for the expeditious removal of disabled aircraft from airport operating areas. It also illustrates some of the various methods used, equipment employed, equipment available, and concepts for aircraft recovery.

**150/5200-14 Results of 90-Day Trial Exercise on Fire Department Activity (9-8-70).**

Transmits statistical data collected during a 90-day trial exercise conducted to determine the relationship between aircraft fire and rescue service activities and airport aeronautical operations.

**150/5200-15 Availability of the International Fire Service Training Association's (IFSTA) Aircraft Fire Protection and Rescue Procedures Manual (9-11-76).**

Announces the availability of the subject manual.

**150/5200-16 Announcement of Report AS-71-1 "Minimum Needs for Airport Fire Fighting and Rescue Services" Dated January 1971 (4-13-71).**

Announces the availability of the subject report and describes how to get it.

## RULES AND REGULATIONS

150/5200-17 Emergency Plan (2-5-72).

Contains guidance material for airport managements to use in developing an emergency plan at civil airports.

150/5200-18 Airport Safety Self-Inspection (2-5-72).

Suggests functional responsibility, procedures, a checklist, and schedule for an airport safety self-inspection.

150/5200-19 Availability of Report No. FAA-RD-71-20 "An Analysis of Airport Snow Removal and Ice Control" dated March 1971 (11-23-71).

Announces the availability of subject report.

150/5210-2 Airport Emergency Medical Facilities and Services (9-3-64).

Provides information and advice so that airports may take specific voluntary preplanning actions to assure at least minimum first-aid and medical readiness appropriate to the size of the airport in terms of permanent and transient personnel.

150/5210-4 FAA Aircraft Fire and Rescue Training Film, "Blanket for Survival" (10-27-65).

Provides information on the purpose, content, and availability of the subject training film.

150/5210-5 Painting, Marking, and Lighting of Vehicles Used on an Airport (8-31-66).

Makes recommendations concerning safety, efficiency, and uniformity in the interest of vehicles used on the aircraft operational area of an airport.

150/5210-6A Aircraft Fire and Rescue Facilities and Extinguishing Agents (1-14-70).

Furnishes general guidance for estimating the aircraft fire and rescue facilities needed at civil airports.

150/5210-7A Aircraft Fire and Rescue Communications (3-16-72).

Provides guidance information for use by airport management in establishing communication and alarm facilities by which personnel required to respond to and function at aircraft ground emergencies may be alerted and supplied with necessary information.

150/5210-8 Aircraft Firefighting and Rescue Personnel and Personnel Clothing (1-13-67).

Provides guidance concerning the manning of aircraft fire and rescue trucks, the physical qualifications that personnel assigned to these trucks should meet, and the protective clothing with which they should be equipped.

150/5210-9 Airport Fire Department Operating Procedures During Periods of Low Visibility (10-27-67).

Suggests training criteria which airport management may use in developing minimum response times for aircraft fire and rescue trucks during periods of low visibility.

150/5210-10 Airport Fire and Rescue Equipment Building Guide (12-7-67).

This title is self-explanatory.

150/5210-11 Response to Aircraft Emergencies (4-15-69).

Informs airport operators and others of an existing need for reducing aircraft firefighting response time, and outlines a uniform response time goal of 2 minutes within aircraft operational areas on airports.

150/5210-12 Fire and Rescue Service for Certificated Airports (3-2-72).

Furnishes guidance and explains to Federal Aviation Administration (FAA) airport inspectors and airport management the minimum criteria to be applied when evaluating the aircraft fire and rescue service required at an airport for its compliance with the requirements of FAR Part 139.

150/5210-13 Water Rescue Plans, Facilities, and Equipment (5-4-72).

Suggests planning procedures, facilities, and equipment to effectively perform rescue operations when an aircraft lands in a body of water, swamp, or tidal area where normal aircraft firefighting and rescue service vehicles are unable to reach the accident scene.

150/5220-1 Guide Specification for a Light-Weight Airport Fire and Rescue Truck (7-24-64).

Describes a vehicle with performance capabilities considered as minimum for an acceptable light rescue truck.

150/5220-4 Water Supply Systems for Aircraft Fire and Rescue Protection (12-7-67).

The title is self-explanatory.

150/5220-6 Guide Specification for 1,000-Gallon Tank Truck (4-10-68).

Assists airport management in the development of local procurement specifications.

150/5220-8 Guide Specification for 2,000-Gallon Tank Truck (6-13-69).

Assists airport management in the development of local procurement specifications for 2,000-gallon tank truck.

150/5220-9 Aircraft Arresting System for Joint Civil/Military (4-6-70).

Updates existing policy and describes and illustrates the various types of military aircraft emergency arresting systems that are now installed at various joint civil/military airports. It also informs users of criteria concerning installations of such systems at joint civil/military airports.

150/5220-10 Guide Specification for Water/Foam Type Aircraft Fire and Rescue Trucks (5-26-72).

Assists airport management in the development of local procurement specifications.

150/5230-3 Fire Prevention During Aircraft Fueling Operations (4-8-69).

This advisory circular provides information on fire preventative measures which aircraft servicing personnel should observe during fueling operations.

150/5280-1 Airport Operations Manual (6-16-72).

Sets forth guidelines to assist airport operators in developing an Airport Operations Manual in compliance with the requirements of FAR Part 139.

DESIGN, CONSTRUCTION, AND MAINTENANCE—GENERAL

150/5300-2B Airport Design Standards—Site Requirements for Terminal Navigational Facilities (11-22-71).

Provides information regarding the relative location and siting requirements for the terminal navigation facilities that may be established on an airport.

150/5300-3 Adaptation of TSO-N18 Criterion to Clearways and Stopways (10-18-64).

Sets forth standards recommended by the FAA for guidance of the public for the adaptation of TSO-N18 criterion to clearways and stopways.

150/5300-4A Utility Airports—Air Access to National Transportation (5-6-69).

Presents recommendations of the Federal Aviation Administration for the design of utility airports. These airports are developed for general aviation operations and this guide has been prepared to encourage and guide persons interested in their development. (\$1.75 GPO.) TD 4.8: Ai 7/968.

150/5300-5 Airport Reference Point (9-26-68).

Defines and presents the method for calculating an airport reference point.

150/5300-6 Airport Design Standards, General Aviation Airports, Basic and General Transport (7-14-69).

Provides recommended design criteria for the development of larger than general utility airports.

150/5300-6 CH-1 (4-13-72).

150/5300-7A FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes (9-27-71).

Informs the aviation community of the FAA policy governing responsibility for funding relocation, replacement and modification to air traffic control and air navigation facilities that are made necessary by improvements or changes to the airport.

150/5300-8 Planning and Design Criteria for Metropolitan STOL Ports (11-5-70).

Provides the criteria recommended for the planning and design of STOL ports in metropolitan areas.

150/5310-3 FAA Order 5310.2, Relocating Thresholds Due to Obstructions at Existing Runways (5-27-68).

Announces the issuance of instructions to FAA field personnel on the displacement or relocation of thresholds.

150/5320-5B Airport Drainage (7-1-70).

Provides guidance for engineers, airport managers, and the public in the design and maintenance of airport drainage systems. (\$1 GPO.) TD 4.8: 78/970.

150/5320-6A Airport Paving (5-9-67).

Provides data for the design and construction of pavements at civil airports.

150/5320-6A CH 1 (6-11-68).

Transmits page changes and adds new chapter 6 to basic AC.

150/5320-6A CH 2 (2-2-70).

Transmits new paragraphs 3, 4, and 5, and adds a new Appendix 2.

150/5320-6A CH 3 (4-1-70).

Transmits several page changes and new subgrade compaction criteria.

150/5325-2B Airport Design Standards—Air Carrier Airports—Surface Gradient and Line of Sight (2-18-70).

Establishes design standards for airports served by certificated air carriers to assist engineers in (1) designing the gradients of airport surface areas used to accommodate the landing, takeoff, and other ground movement requirements of airplanes while (2) providing adequate line of sight between airplanes operating on airports.

150/5325-3 Background Information on the Aircraft Performance Curves for Large Airplanes (1-26-65).

Provides airport designers with information on aircraft performance curves for design which will assist them in an objective interpretation of the data used for runway length determination.

150/5325-3 CH 1 (5-12-66).

Transmits a revision to the effective runway gradient standards.

150/5325-4 Runway Length Requirements for Airport Design (4-5-65).

Presents aircraft performance curves and sets forth standards for the determination of runway lengths to be provided at airports. The use of these standards is required for project activity under the Federal-Aid Airport Program when a specific critical aircraft is considered as the basis for the design of a runway.

150/5325-4 CH 1 (8-5-65).

Provides amended information for the basic advisory circular and includes aircraft performance curves for the BAC 1-11.

150/5325-4 CH 2 (9-21-65).

Transmits aircraft performance curves for the Boeing 707-300C and the Fairchild F-27 and F-27B.

150/5325-4 CH 3 (4-25-66).

Transmits aircraft performance curves for the Douglas DC-8-55, DC-8F-55, and DC-9-10 Series, the Fairchild F-27J, and the Nord 262.

150/5325-4 CH 4 (5-12-66).

Transmits a revision to the effective runway gradient standards.

150/5325-4 CH 5 (7-13-66).

Transmits aircraft performance curves for the Douglas DC-9-10 Series equipped with Pratt & Whitney JT8D-1 Engines.

150/5325-4 CH 6 (12-8-66).

It is recommended that turbojet powered aircraft use more runway length when landing under wet or slippery, rather than under dry conditions. This change furnishes a basis for estimating the additional recommended length.

150/5325-4 CH 7 (2-7-67).

Presents design curves for landing and takeoff requirements of airplanes in common use in the civil fleet. Also presented are instructions on the use of these design curves and a discussion of the factors considered in their development.

150/5325-4 CH 8 (11-8-67).

Transmits aircraft performance curves for the Boeing 747, Convair 640 (340D or 440D), and Douglas DC-9-30 Series.

150/5325-5A Aircraft Data (1-12-68).

Presents a listing of principal dimensions of aircraft affecting airport design for guidance in aircraft development.

150/5325-6 Effects of Jet Blast (4-15-65).

Presents the criteria for treatment of jet blast effects which are acceptable in accomplishing a project meeting the eligibility requirements of the Federal-Aid Airport Program.

150/5325-8 Compass Calibration Pad (5-8-69).

Provides guidelines for the design, location on the airport, and construction of a compass calibration pad, and basic information concerning its use in determining the deviation error in an aircraft magnetic compass.

150/5330-2A Runway/Taxiway Widths and Clearances for Airline Airports (7-26-68).

Presents the Federal Aviation Administration recommendations for landing strip, runway, and taxiway widths and clearances at airports served by certificated air carriers.

150/5330-3 Wind Effect on Runway Orientation (5-5-66).

Provides guidance for evaluating wind conditions and determining their effect on the orientation of runways.

150/5335-1A Airport Design Standards—Airports Served by Air Carriers—Taxiways (5-15-70).

Provides criteria on taxiway design for airports served by certificated route

air carriers with present airplanes and those anticipated in the near future.

150/5335-2 Airport Aprons (1-27-65).

Provides the criteria for airport aprons which are acceptable in accomplishing a project meeting the eligibility requirements of the Federal-aid Airport Program.

150/5335-3 Airport Design Standards—Airports Served by Air Carriers—Bridges and Tunnels on Airports (4-19-71).

Provides general guidance to those contemplating the construction of a bridge-type structure to allow aircraft to cross over an essential surface transportation mode.

150/5340-1C Marking of Paved Areas on Airports (11-3-70).

Describes standards for marking serviceable runways and taxiways as well as deceptive, closed, and hazardous areas on airports.

150/5340-4B Installation Details for Runway Centerline and Touchdown Zone Lighting Systems (5-6-69).

Describes standards for the design and installation of runway centerline and touchdown zone lighting systems.

150/5340-5A Segmented Circle Airport Marker System (9-10-71).

Sets forth standards for a system of airport marking consisting of certain pilot aids and traffic control devices.

150/5340-8 Airport 51-foot Tubular Beacon Tower (6-11-64).

Provides design and installation details on the subject tower.

150/5340-9 Prefabricated Metal Housing for Electrical Equipment (8-18-64).

Provides design and installation details on the subject metal housing.

150/5340-13A High Intensity Runway Lighting System (4-14-67).

Provides corrected curves for estimating loads in high intensity series circuits.

150/5340-14B Economy Approach Lighting Aids (6-19-70).

Describes standards for the design, selection, siting, and maintenance of economy approach lighting aids.

150/5340-15B Taxiway Edge Lighting System (4-4-72).

Describes the recommended standards for the design, installation, and maintenance of a taxiway edge lighting system.

150/5340-16B Medium Intensity Runway Lighting System and Visual Approach Slope Indicators for Utility Airports (10-26-70).

Describes standards for the design, installation, and maintenance of medium intensity runway lighting system (MIRL), and visual approach slope indicators for utility airports.

## RULES AND REGULATIONS

**150/5340-17A** Standby Power for Non-FAA Airport Lighting Systems (3-19-71).

Describes standards for the design, installation, and maintenance of standby power for nonagency owned airport visual aids associated with the National Airspace System (NAS).

**150/5340-18** Taxiway Guidance System (9-27-68).

Describes the recommended standards for design, installation, and maintenance of a taxiway guidance sign system.

**150/5340-19** Taxiway Centerline Lighting System (11-14-68).

Describes the recommended standards for design, installation, and maintenance of a taxiway centerline lighting system.

**150/5340-20** Installation Details and Maintenance Standards for Reflective Markers for Airport Runway and Taxiway Centerlines (2-17-69).

Describes standards for the installation and maintenance of reflective markers for airport runway and taxiway centerlines.

**150/5340-21** Airport Miscellaneous Lighting Visual Aids (3-25-71).

Describes standards for the system design, installation, inspection, testing, and maintenance of airport miscellaneous visual aids; i.e., airport beacons, beacon towers, wind cones, wind tees, and obstruction lights.

**150/5340-22** Maintenance Guide for Determining Degradation and Cleaning of Centerline and Touchdown Zone Lights (4-20-71).

Contains maintenance recommendations for determining degradation and cleaning of centerline and touchdown zone lights installed in airport pavement.

**150/5340-22 CH 1** (6-23-71).

Transmits a page change to subject advisory circular.

**150/5340-23** Guide for Location of Supplemental Wind Cones (8-24-71).

Describes standards for the performance and location of supplemental wind cones.

**150/5345-1C** Approved Airport Lighting Equipment (10-26-71).

Contains lists of approved airport lighting equipment and manufacturers qualified to supply their product in accordance with the indicated specification requirements.

**150/5345-2** Specification for L-810 Obstruction Light (11-4-63).

Required for FAAP project activity.

**150/5345-2 CH 1** (10-28-66).

Transmits page changes to the subject advisory circular. This change provides for a new Alloy 360 in the die casting process.

**150/5345-3B** Specification for L-821 Airport Lighting Panel for Remote Control of Airport Lighting (4-21-72).

Describes the specification requirements for an airport lighting control panel for the remote control of airport lighting circuits and is published by the Federal Aviation Administration for the guidance of the public.

**150/5345-4** Specification for L-289 Internally Lighted Airport Taxi Guidance Sign (10-15-63).

Required for FAAP project activity.

**150/5345-4 CH 1** (10-28-66).

Transmits page changes to the subject advisory circular. This change provides for a new Alloy 360 in the die casting process.

**150/5345-5** Specification for L-847 Circuit Selector Switch, 5,000 Volt 20 Ampere (9-3-63).

Required for FAAP project activity.

**150/5345-7B** Specification for L-824 Underground Electrical Cables for Airport Lighting Circuits (3-18-71).

Describes the specification requirements for underground electrical cables for airport lighting circuits. Published by the FAA for the guidance of the public.

**150/5345-9C** Specification for L-819 Fixed Focus Bidirectional High Intensity Runway Lights (12-23-69).

Describes the subject specifications requirements and is published by the Federal Aviation Administration for the guidance of the public.

**150/5345-10C** Specification for L-828 Constant Current Regulators (10-22-71).

Describes the subject specification requirements and is published by the Federal Aviation Administration for the guidance of the public.

**150/5345-11** Specification for L-812 Static Indoor Type Constant Current Regulator Assembly, 4 Kw and 7½ Kw, With Brightness Control for Remote Operations (3-2-64).

Required for FAAP project activity.

**150/5345-12A** Specification for L-801 Beacon (5-12-67).

Describes the subject specification requirements.

**150/5345-12A CH 1** (3-19-71).

Transmits paragraph changes to the subject advisory circular.

**150/5345-13** Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits (1-6-64).

Required for FAAP project activity.

**150/5345-15** Specification for L-842 Airport Centerline Light 1-6-64.

Required for FAAP project activity.

**150/5345-16** Specification for L-843 Airport In-Runway Touchdown Zone Light (1-20-64).

Required for FAAP project activity.

**150/5345-17** Specification for L-845 Semiflush Inset Prismatic Airport Light (3-3-64).

Describes the subject specification requirements.

**150/5345-18** Specification for L-811 Static Indoor Type Constant Current Regulator Assembly, 4 Kw; With Brightness Control and Runway Selection for Direct Operation (3-3-64).

Required for FAAP project activity.

**150/5345-18 CH 1** (5-28-64).

Advises that a detail requirement is not applicable to the circular.

**150/5345-19** Specification for L-838 Semiflush Prismatic Airport Light (5-11-64).

Describes the subject specification requirements.

**150/5345-20** Specification for L-802 Runway and Strip Light (6-24-64).

Describes the subject specification requirements.

**150/5345-20 CH 1** (8-31-64).

Provides amended information for the basic advisory circular.

**150/5345-20 CH 2** (1-14-66).

Provides new dimensions for the thickness of the metal stake and an organizational change.

**150/5345-20 CH 3** (10-28-66).

Transmits page changes to the subject advisory circular. This change provides for a new Alloy 360 in the die casting process.

**150/5345-20 CH 4** (8-5-69).

Describes the subject specification requirements for a runway and strip light.

**150/5345-21** Specification for L-813 Static Indoor Type Constant Current Regulator Assembly; 4 Kw and 7½ Kw; for Remote Operation of Taxeway Lights (7-28-64).

Describes the subject specification requirements.

**150/5345-22** Specification for L-834 Individual Lamp Series-to-Series Type Insulating Transformer for 5,000 Volt Series Circuit (10-8-64).

Describes the subject specification requirements.

**150/5345-23** Specification for L-822 Taxiway Edge Light (10-13-64).

Describes the subject specification requirements.

**150/5345-23 CH 1** (1-14-66).

Provides new dimensions for the thickness of the metal stake and an organizational change.

## 150/5345-23 CH 2 (10-28-66).

Transmits page changes to the subject advisory circular. This change provides for a new Alloy 360 in the die casting process.

## 150/5345-23 CH 3 (8-5-69).

Describes the subject specification requirements for a taxiway edge light.

## 150/5345-26A Specification for L-823 Plug and Receptacle, Cable Connectors (5-4-71).

Describes the subject specification requirements.

## 150/5345-27A Specification for L-807 Eight-foot and Twelve-foot Unlighted or Externally Lighted Wind Cone Assemblies (6-16-69).

Describes the subject specification requirements for a hinged steel pole support, an anodized tapered aluminum hinged base pole support, and an "A" frame fixed support with a pivoted center pipe support.

## 150/5345-28B Specification for L-851 Visual Approach Slope Indicators and Accessories (2-16-72).

Describes the specification requirements for visual approach slope indicator (VASI) and simple abbreviated visual approach slope indicator (SAVASI) equipment and accessories.

## 150/5345-29A FAA Specification L-852, Light Assembly, Airport Taxiway Centerline (4-28-71).

Describes FAA Specification L-852, Light Assembly, Airport Taxiway Centerline, for the guidance of the public.

## 150/5345-30A Specification for L-846 Electrical Wire for Lighting Circuits To Be Installed in Airport Pavements (2-3-67).

Describes, for the guidance of the public, subject specification requirements for electrical wire.

## 150/5345-31A Specification for L-833 Individual Lamp Series-to-Series Type Insulating Transformer for 600-Volt or 5,000-Volt Series Circuits (4-24-70).

Describes the subject specification requirements and is published by the FAA for the guidance of the public.

## 150/5345-33 Specification for L-844 Individual Lamp Series-to-Series Type Insulating Transformer for 5,000 Volt Series Circuit 6.6/20 Amperes 200 Watt (1-13-65).

Describes the subject specification requirements.

## 150/5345-34 Specification for L-839 Individual Lamp Series-to-Series Type Insulating Transformer for 5,000 Volt Series Circuit 6.6/20 Amperes 300 Watt (1-13-65).

Describes the subject specification requirements.

## 150/5345-35 Specification for L-816 Circuit Selector Cabinet Assembly for 600 Volt Series Circuits (1-28-65).

Describes the subject specification requirements.

## 150/5345-36 Specification for L-808 Lighted Wind Tee (2-3-65).

Describes the subject specification requirements.

## 150/5345-37B FAA Specification L-850, Light Assembly Airport Runway Centerline and Touchdown Zone (1-8-68).

Revises subject light assembly.

## 150/5345-38 Changes to Airport Lighting Equipment (3-23-67).

The title is self-explanatory.

## 150/5345-39A FAA Specification L-853, Runway and Taxiway Centerline Retroreflective Markers (9-17-71).

Describes specification requirements for L-853 Runway and Taxiway Retroreflective markers, for the guidance of the public.

## 150/5345-41 Specification for L-855, Individual Lamp, Series-to-Series Type Insulating Transformer for 5,000-Volt Series Circuit, 6.6/6.6 Amperes, 65 Watts (4-24-70).

Describes the subject specification and is published by the FAA for the guidance of the public.

## 150/5345-42 FAA Specification L-857, Airport Light Bases, Transformer Housing and Junction Boxes (10-27-70).

Describes specification requirements for airport light bases, transformer housing and junction boxes for the guidance of the public.

## 150/5345-43A FAA/DOD Specification L-856, High Intensity Obstruction Lighting Systems (11-19-71).

Describes specification requirements for high intensity obstruction lighting systems.

## 150/5345-44A Specification for L-858 Retroreflective Taxiway Guidance Signs (7-20-71).

Describes the specification for retroreflective taxiway guidance signs.

## 150/5355-1A International Signs to Facilitate Passengers Using Airports (11-3-71).

Informs airport authorities of the desirability to provide international signs and diagrammatic maps within terminal buildings and of the need for clearly marked road signs for airports.

## 150/5355-2 Fallout Shelters in Terminal Buildings (4-1-69).

Furnishes guidance for the planning and design of fallout shelters in airport terminal buildings.

## 150/5360-1 Airport Service Equipment Buildings (4-6-64).

Provides guidance on design of buildings for housing equipment used in maintaining and repairing operational areas.

## 150/5360-2 Airport Cargo Facilities (4-6-64).

Provides guidance material on air cargo facilities.

## 150/5360-3 Federal Inspection Service Facilities at International Airports (4-1-66).

Describes and illustrates recommended facilities for inspection of passengers, baggage, and cargo entering the United States through international airport terminals. The material is for the guidance of architect-engineers and others interested in the planning and design of these airport facilities.

## 150/5370-1A Standard Specifications for Construction of Airports (5-28-68).

Contains specification items for construction of airports and other related information. Acceptable for FAAP project activity. Published in 1968. (\$3.50 GPO.) TD 4.24:968

## 150/5370-2 Safety on Airports During Construction Activity (4-22-64).

Provides guidelines concerning safety at airports during periods of construction activity.

## 150/5370-4 Procedures Guide for Using the Standard Specifications for Construction of Airports (5-29-69).

Provides guidance to the public in the use and application of the Standard Specifications for Construction of Airports.

## 150/5370-5 Offshore Airports (12-15-69).

Announces to the public the availability of a two-volume report on offshore airport planning and construction methods.

## 150/5370-6 Construction Progress and Inspection Report—Federal-Aid Airport Program (3-16-70).

Provides for a report on construction progress and inspection of Federal-aid Airport Program (FAAP) projects, suggests a form for the report, and recommends use of the form unless other arrangements exist to obtain the type of information provided by the form.

## 150/5370-7 Airport Construction Controls To Prevent Air and Water Pollution (4-26-71).

Supplies guidance material on compliance with air and water standards during construction of airports developed under the Airport and Airway Development Act of 1970.

## 150/5370-8 Grooving of Runway Pavements (3-16-71).

Provides guidance for the design, installation, and maintenance of grooves in runway pavements.

## 150/5380-1 Airport Maintenance (4-14-63).

Provides a basic checklist and suggestions for an effective airport maintenance program.

## 150/5380-2A Snow Removal Techniques Where In-Pavement Lighting Systems Are Installed (12-24-64).

Provides information on damage to in-pavement lighting fixtures by snow removal equipment and recommends procedures to avoid such damage.

## RULES AND REGULATIONS

**150/5380-3A Removal of Contaminants from Pavement Surfaces (10-27-70).**

Provides information to the aviation industry relative to cleaning rubber deposits, oil, grease, and jet aircraft exhaust deposits from runway surfaces.

**150/5380-4 Ramp Operations During Periods of Snow and Ice Accumulation (9-11-68).**

Directs attention to an increased accident potential when snow or ice accumulates on the surfaces of ramps and aircraft parking and holding areas and suggests some measures to reduce this potential.

**150/5380-5 Debris Hazards at Civil Airports (3-8-71).**

Discusses problems of debris at airports, gives information on foreign objects, and tells how to eliminate such objects from operational areas.

**150/5390-1A Heliport Design Guide (11-5-69).**

Contains design guidance material for the development of heliports, both surface and elevated. (\$0.75 GPO.) TD 4.108:H36.

#### Air Navigational Facilities

SUBJECT NO. 170

**170-3B Distance Measuring Equipment (DME) (11-8-65).**

Presents information on DME and some of its uses to pilots unfamiliar with this navigational aid.

**170-6A Use of Radio Navigation Test Generators (3-30-66).**

Gives information received from the Federal Communications Commission as to the frequencies on which the FCC will license test generators (used to radiate a radio navigation signal) within the scope of its regulations and gives additional information to assist the user when checking aircraft navigation receivers.

**170/6850-1 Aeronautical Beacons and True Lights (8-28-68).**

Describes FAA standards for the installation and operation of aeronautical beacons serving as true lights.

**170-8 Use of Common Frequencies for Instrument Landing Systems Located on Opposite Ends of the Same Runway (11-7-66).**

In the future, common frequencies may be assigned to like components of two instrument landing systems serving opposite ends of the same runway. This will include the localizers, glide slopes, and associated outer and middle marker compass locators (LOM and LMM).

**170-9 Criteria for Acceptance of Ownership and Servicing of Civil Aviation Interest(s) Navigational and Air Traffic Control Systems and Equipment (11-26-68).**

Contains a revised FAA policy under which the FAA accepts conditional ownership of equipment and systems from civil aviation interests, without the use

of Federal funds, and operates, maintains, and provides the logistic support of such equipment.

**170-10 FAA Recommendations to FCC on Licensing of Non-Federal Radio Navigation Aids (10-17-69).**

Gives background information and describes the basis for recommendations to be made by the FAA to the Federal Communications Commission (FCC) regarding licensing of radio navigation aids.

**170-11 Amendment of Federal Aviation Regulation Part 171 (FAR-171)—Cost of Flight and Ground Inspections (9-17-70).**

Alerts the public to the amendment to FAR Part 171 pertaining to the payment of ground and flight inspection charges prior to the issuance of an approved IFR procedure.

**170-12 Implementation of 50 KHz/Y Channels for ILS/VOR/DME (10-7-70).**

Advises aircraft owners, operators and radio equipment manufacturers of plans for future implementation of split channel assignments in the aeronautical radio navigation bands.

**171-1 Estimating Packing and Shipping Costs for Export Shipments for ATC and Navaid Equipments (2-18-66).**

Assists personnel engaged in preparing packing and shipping estimates of air navigation and traffic control equipment for overseas shipment.

#### Administrative

SUBJECT NO. 180

**183-30 Directory of FAA Designated Mechanic Examiners (12-14-70).**

Provides a new directory of all FAA designated mechanic examiners as of the effective date shown above.

**183-31A FAA Designated Parachute Rigger Examiner Directory (1-17-72).**

Provides a new directory of all FAA designated parachute rigger examiners as of November 30, 1971.

**183-29-1E Designated Engineering Representatives (1-5-70).**

Lists in Appendix 1 the Designated Engineering Representatives who are available for consulting work.

#### Flight Information

SUBJECT NO. 210

**210-1 National Notice to Airmen System (2-8-64).**

Announces FAA policy for the preparation and issuance of essential flight information to pilots and other aviation interests.

**210-2A Established Schedule for Flight Information Effective Dates (9-19-69).**

Emphasizes the importance of adherence to the established schedule of effective dates for flight information, and provides a copy of the schedule through June 1971.

**210-3 National Notice to Airmen System—Elimination of NOTAM Code (5-22-70).**

Announces changes in criteria and procedures for the Notice to Airmen System required to accommodate the transmission of all domestic Notice to Airmen data in clear contracted language and eliminate use of the NOTAM code on the domestic service A circuits.

**211-2 Recommended Standards for IFR Aeronautical Charts (3-20-67).**

Sets forth standards recommended by the Federal Aviation Administration for the guidance of the public in the issuance of IFR aeronautical charts for use in the National Airspace System (NAS).

#### Internal Publications

**Contractions Handbook, 7340.1B (9-16-69).**

Gives approved word and phrase contractions used by personnel connected with air traffic control, communications, weather, charting, and associated services. (\$3.75 Sub.—GPO.) TD 4.308:C76/969.

**Location Identifiers, 7350.1S.**

Incorporates all authorized 3-letter location identifiers for special use in United States, worldwide, and Canadian assignments. Dated 5-15-71. (\$6 Sub.—GPO.) TD 4.310:.

**Flight Services, 7110.10A (4-1-71).**

This handbook consists of two parts. Part I, the basic, prescribes procedures and phraseology for use by personnel providing flight assistance and communications services. Part II, the teletypewriter portion, includes Services A and B teletypewriter operating procedures, pertinent International Teletypewriter Procedures, and the conterminous U.S. Service A Weather Schedules. (\$9 Sub.—GPO.) TD 4.308: F 64.

**International Flight Information Manual, Vol. 19 (April 1971).**

This Manual is primarily designed as a preflight and planning guide for use by U.S. nonscheduled operators, business and private aviators contemplating flights outside of the United States.

The Manual, which is complemented by the International Notams publication, contains foreign entry requirements, a directory of aerodromes of entry including operational data, and pertinent regulations, and restrictions. It also contains passport, visa, and health requirements for each country. Published annually with quarterly amendments. \$3-\$3.75 foreign—Annual Sub. GPO.) TD 4.309:16.

**International Notams.**

Covers notices on navigational facilities and information on associated aeronautical data generally classified as "Special Notices". Acts as a notice-to-airmen service only. Published weekly (\$5—Annual Sub. GPO.) D 4.11:.

**Airman's Information Manual:****Part 1—Basic Flight Manual and ATC Procedures.**

This part is issued quarterly and contains basic fundamentals required to fly in the National Airspace System; adverse factors affecting Safety of Flight; Health and Medical Facts of interest to pilots; ATC information affecting rules, regulations, and procedures; a Glossary of Aeronautical Terms; U.S. Entry and Departure Procedures, including Airports of Entry and Landing Rights Airports; Air Defense Identification Zones (ADIZ); Designated Mountainous Areas, Scatana, and Emergency Procedures. (Annual Sub. \$4, Foreign mailing—\$1 additional. GPO.) TD 4.12:pt. 1/.

**Part 2—Airport Directory.**

This part is issued semiannually and contains a Directory of all Airports, Seaplane Bases, and Heliports in the conterminous United States, Puerto Rico, and the Virgin Islands which are available for transient civil use. It includes all of their facilities and services, except communications, in codified form. Those airports with communications are also listed in Part 3 which reflects their radio facilities. A list of new and permanently closed airports which updates this part is contained in Part 3.

Included, also, is a list of selected Commercial Broadcast Stations of 100 watts or more of power and Flight Service Stations and National Weather Service telephone numbers. (Annual Sub. \$4, Foreign mailing—\$1 additional. GPO.) TD 4.12:pt. 2/.

**Parts 3 and 3A—Operational Data and Notices to Airmen.**

Part 3 is issued every 28 days and contains an Airport/Facility Directory containing a list of all major airports with communications; a tabulation of Air Navigation Radio Aids and their assigned frequencies; Preferred Routes; Standard Instrument Departures (SIDs); Substitute Route Structures; a Sectional Chart Bulletin, which updates Sectional charts cumulatively; Special General and Area Notices; a tabulation of New and Permanently Closed Airports, which updates Part 2; and Area Navigation Routes.

Part 3A is issued every 14 days and contains Notices to Airmen considered essential to the safety of flight as well as supplemental data to Part 3 and Part 4. (Annual Sub. \$20, Foreign mailing—\$5 additional. GPO.) TD 4.12:pt. 3/.

**Part 4—Graphic Notices—Supplemental Data.**

Part 4 is issued semiannually and contains abbreviations used in all parts of AIM; Parachute Jump Areas; VOR Receiver Check Points; Special Notice Area Graphics; and Heavy Wagon and Oil Burner Routes.

Future editions will be expanded to include Special Terminal Area Charts and data not subject to frequent change. (Annual Sub. \$1.50, Foreign mailing—\$0.50 additional GPO.) TD 4.12:pt. 4/.

**Aircraft Type Certificate Data Sheets and Specifications.**

Contains all current aircraft specifications and type certificate data sheets issued by the FAA. Monthly supplements provided. (\$40—Sub., Foreign mailing—\$10 additional. GPO.) TD 4.15:967.

**Aircraft Engine and Propeller Type Certificate Data Sheets.**

Contains all current aircraft engine and propeller type certificate data sheets and specifications issued by FAA. Monthly supplements provided. (\$16—

Sub., Foreign mailing—\$4 additional. GPO.) TD 4.15:2/968.

**Summary of Supplemental Type Certificates.**

Contains all supplemental type certificates issued by FAA regarding design changes in aircraft, engines, or propellers. List includes description of change, the model and type certificate number, the supplemental type certificate number, and the holder of the change. Quarterly supplements provided. (\$23—Sub., Foreign mailing—\$5.75 additional, GPO.) TD 4.36:971.

**STATUS OF THE FEDERAL AVIATION REGULATIONS****As of August 15, 1972****FEDERAL AVIATION REGULATIONS VOLUMES**

Volume No.	Contents	Price	Transmittals
Volume I.	Part 1—Definitions and Abbreviations.	\$1.50 plus 50¢ foreign mailing	5
Volume II.	Part 11—General Rule-Making Procedures. Part 13—Enforcement Procedures. Part 15—Nondiscrimination in Federally assisted Programs of the Federal Aviation Administration. Part 21—Certification Procedures for Products and Parts. Part 37—Technical Standard Order Authorizations. Part 39—Airworthiness Directives. Part 45—Identification and Registration Marking. Part 47—Aircraft Registration. Part 49—Recording of Aircraft Titles and Security Documents. Part 183—Representatives of the Administrator. Part 185—Testimony by Employees and Production of Records in Legal Proceedings. Part 187—Fees. Part 189—Use of Federal Aviation Administration Communications System.	\$6 plus \$1.50 foreign mailing	23
Volume III.	Part 23—Airworthiness Standards: Normal, Utility, and Aerobatic Category Airplanes. Part 25—Airworthiness Standards: Transport Category Airplanes. Part 36—Noise Standards: Aircraft Type Certification.	\$8.50 plus \$2.25 foreign mailing	10
Volume IV.	Part 27—Airworthiness Standards: Normal Category Rotorcraft. Part 29—Airworthiness Standards: Transport Category Rotorcraft. Part 31—Airworthiness Standards: Manned Free Balloons. Part 33—Airworthiness Standards: Aircraft Engines. Part 35—Airworthiness Standards: Propellers.	\$3.50 plus 75¢ foreign mailing	5
Volume V.	Part 43—Maintenance, Preventive Maintenance, Rebuilding, and Alteration. Part 145—Repair Stations. Part 149—Parachute Lofts.	\$2 plus 50¢ foreign mailing	8
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Volume VII.	Part 121—Certification and Operations: Air Carriers and Commercial Operators of Large Aircraft. Part 123—Certification and Operations: Air Travel Clubs Using Large Airplanes. Part 127—Certification and Operations of Scheduled Air Carriers with Helicopters. Part 129—Operations of Foreign Air Carriers	\$6.00 plus \$1.00 foreign mailing	13
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tendent of Documents. Check or money order made payable to the Superintendent of Documents, should be included with each order.

WILLIAM E. MURPHY,  
Acting Manager,  
Headquarters Operations.

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