

**PURCHASE ORDER**

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE  
Capitol Reef National Park  
Torrey, Utah 84775

REQUISITION NO.	THIS NUMBER MUST APPEAR ON ALL PACKAGES AND PAPERS RELATING TO THIS ORDER
DATE OF ORDER 07-25-78	ORDER NUMBER PX 1350-8-0101
ACCOUNTING CLASSIFICATION 1350- -300-N-2300-8-\$143.22	

**VENDOR'S NAME AND ADDRESS**  
Division of Water Rights  
442 State Capitol  
Salt Lake City, Utah 84114

**ISSUING OFFICE**

**CONTRACT NO.**

**DISCOUNT TERMS**  
Net

**DELIVERY: F.O.B.**

**SHIPPING POINT**

**SHIP TO: (Consignee and Address;)**  
Superintendent  
Capitol Reef National Park  
Torrey, Utah 84775

**SHIP VIA**

**GOVT. B/L NO.**

ITEM NO.	ARTICLES OR SERVICES	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT
1.	1977 share of expenses for Sand & Sulphur Creek River Distribution System (Apr. 11, 77-Aug. 1, 77)	1	YR	\$143.22	\$143.22

**CONFIRMATION COPY**

NOTE TO VENDOR: SUBMIT INVOICES IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE HEREOF. PLEASE REFER TO ADVERTISED AND REQUIRED OFFICE UNLESS OTHER ADDRESS SHOWN BELOW.

**INQUIRIES TO:**

Rocky Mountain Regional Office  
National Park Service  
P. O. Box 25287  
Denver, CO 80225

**SIGNATURE**  
*Eleanor Murphy*

**NAME AND TITLE**  
Eleanor Murphy, Administrative Officer  
801--425-3871  
PURCHASING OFFICER

**1. ORIGINAL ORDER**

TOTAL \$143.22

CONDITIONS

COVENANT AGAINST CONTINGENT FEES.-The Contractor 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 Contractor 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 the full amount of such commission, percentage, brokerage, or contingent fee.

OFFICIALS NOT TO BENEFIT.-No member of or delegate to Congress, or resident commissioner, shall be admitted 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.

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

BUY-AMERICAN ACT.-The Contractor agrees that there will be delivered under this contract only such unmanufactured articles, materials and supplies, hereinafter referred to in this clause as "supplies", as have been mined or produced in the United States and only such manufactured supplies as have been manufactured in the United States substantially all from supplies mined, produced, or manufactured in the United States. Provided, however, that the exemptions and exceptions from the foregoing, established by or under the "Buy-American Act" (41 U.S. Code 10.a-d), shall apply.

DISCOUNTS.-In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher is received in the office specified by the Government if the latter date is later than the date of delivery.

INSPECTION.-Except as may be otherwise provided in this contract, final inspection and acceptance will be made at destination. Supplies rejected at destination for nonconformance with specifications shall be removed by the Contractor at his expense promptly after notice of rejection.

WORK HOURS ACT OF 1962.-"This contract, to the extent that it is of a character specified in the Work Hours Act of 1962 (Public Law 87-581, 76 Stat. 357-360) and is not covered by the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), is subject to the following provisions and to all other provisions and exceptions of said Work Hours Act of 1962.

"(a) No contractor or subcontractor contracting for any part of the contract work shall require or permit any laborer or mechanic to be employed on such work in excess of eight hours in any calendar day or in excess of forty hours in any workweek unless such laborer or mechanic received compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

"(b) In the event of any violation of the provisions of paragraph (a), the contractor and any subcontractor responsible for such violation shall be liable to any affected employee for his unpaid wages. In addition, such contractor or 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 work in excess of eight hours or in excess of forty hours in a workweek without payment of the required overtime wages.

"(c) The Contracting Officer may withhold, or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor, the full amount of wages required by this contract and such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided in paragraph (b)."

FEDERAL, STATE AND LOCAL TAXES.-Except as may be otherwise provided in this contract, the contract price includes all applicable Federal taxes in effect on the date of this contract but does not include any State or local sales, use, or other tax directly applicable to the completed supplies or services covered by this contract nor any other tax from which the Contractor or this transaction is exempt. Upon request of the Contractor, the Government shall furnish a tax exemption certificate or similar evidence of exemption with respect to any such tax not included in the contract price pursuant to this clause. For the purpose of this clause, the term "date of this contract" means the date of the contractor's quotation or, if no quotation, the date of this purchase order.

VENDOR'S BILLING INSTRUCTIONS

Vendor's invoices shall be submitted in the ORIGINAL only and shall contain the following information: Contract or proposal number (if any), order number, and item numbers, description of supplies or services, sizes, quantities, unit prices and extended totals. Bill of Lading number and weight of shipment will be shown for shipments made on Government bills of lading. If prepaid parcel post charges are billed, the gross weight and shipping point must be shown.

PLEASE SEND INVOICES AND RETURN INQUIRIES TO:

Rocky Mountain Regional Office  
National Park Service  
P. O. Box 22287  
Denver, CO 80222

TOTAL \$113.22  
PURCHASING OFFICER  
ADMINISTRATIVE OFFICER  
804-100-2071  
ORIGINAL ORDER