

Dept of Labor Memo

37

U. S. DEPARTMENT OF LABOR
OFFICE OF THE SOLICITOR
WASHINGTON 25

MAY 19 1962

MEMORANDUM # 37

TO : AGENCIES ADMINISTERING STATUTES REFERRED TO IN 29
CFR, SUBTITLE A, PART 5.

FROM : James R. Beard
Assistant Solicitor

SUBJECT: Opinions on application of the Davis-Bacon and related
Acts.

Enclosed with previous covering memoranda, copies of opinions on the application of the Davis-Bacon and related Acts were furnished you for information and guidance in your enforcement programs under those Acts.

We are now enclosing a copy of a recent opinion on this same general subject, which we are sure will be of further interest and assistance to you.

Enclosure

Sent to CEBNCO only

cc: Messrs Monger, Saylor, Gregory,
& Saylor; D-B Act

U.S. DEPARTMENT OF LABOR**OFFICE OF THE SOLICITOR****WASHINGTON 25**

April 16, 1962

Colonel Raymond J. Disher
Chief, Contract Management Division
Directorate of Procurement Management
Department of the Air Force
Washington 25, D. C.

Re: Boeing Aircraft Company
Minuteman Missile Facilities
Contract No. AF 04(647)-714
Malmstrom AFB, Montana
E-62-890

Dear Colonel Disher:

This is in reply to your letter and enclosures of February 5, 1962 and February 21, 1962, regarding a complaint filed with this Office by the International Brotherhood of Electrical Workers that the Department of the Air Force failed to require that the provisions of the Davis-Bacon Act be made applicable to certain items of work under the above specified contract relating to Minuteman Missile Facilities. Similar complaints were also made by other labor organizations, individually, and by the Building and Construction Trades Department, AFL-CIO.

The enclosures to your letters set forth certain facts with respect to the overall project and provide charts showing the nature of the work involved. The project has been divided into two general categories: phase one, that identified as the construction phase, including all work in connection with the support facilities; and phase two, that designated as the manufacturing and supply of the missiles, including incidental control and service equipment. You advise that the work covered by phase one above is being accomplished by general construction-type contractors under contracts handled by the Corps of Engineers and subject to the Davis-Bacon Act. Phase two work is scheduled to be accomplished through the above specified Air Force contract awarded to the Boeing Company, a manufacturing and supply-type firm.

We have carefully reviewed each of the work items shown on the five charts and individually described in the accompanying lists. These charts show the following structures and facilities:

1. LF Support Building
2. Launcher Control Center
3. Launcher Equipment Room
4. LCC Support Building
5. Launcher

On each of these charts the items in phase 2, reserved for the Boeing Company, are shown in brown and, in one case, in red, or are indicated by the ACO as assigned to Boeing regardless of color. You have stated that, with one possible exception, all items shown for installation by the Boeing Company are either portable equipment or else are simply installed by placing on the floor and in some cases by bolting to I beams through pre-drilled holes. To the extent necessary, cables connecting the equipment are prefabricated off the site and terminate in cannon-type molded pin and socket connections. Other cabling is of the plug-in type. Cables with pin and socket connections are interchangeable, can be replaced without the use of tools and are simply placed in cable trays previously installed by the construction contractor and then are connected at the socket. Some of the work involves placing minor fixtures or connections of various kinds in their proper position. A complete description of all major elements of installation as shown on the charts, is contained in a report for the Department of Labor dated January 29, 1962, copy attached.

The Air Force has pointed out that the collective bargaining agreement between the Boeing Company and the International Association of Machinists provides that any work under the Boeing Contract which may be subject to the Davis-Bacon Act will be performed by Boeing employees at wage rates predetermined in accordance with the Davis-Bacon Act. They have also pointed out that, according to the Boeing Company, on one wing of 150 missiles the total construction industry work is estimated as 6,738,788 man-hours, while the total Boeing assembly and installation work is estimated as only 218,096 man-hours. These considerations have, of course, no bearing on this determination under the Davis-Bacon Act because they do not affect what constitutes construction, alteration or repair within the meaning of that Act.

Since there are two types of contracts involved in this complaint, the first for construction and the second for supplying materials and equipment to the Federal Government, it is necessary to examine the relationship between and proper application of both the Walsh-Healey Public Contracts Act and the Davis-Bacon Act to the types of activities which are in dispute. The Walsh-Healey Public Contracts Act applies, by its terms, to all contracts for the manufacture or furnishing of materials, supplies, articles and equipment in any amount exceeding \$10,000. The requirements of this statute as to prevailing minimum wage rates, the eight hour day and the forty hour week with time and one-half for overtime would clearly apply to the Boeing Contract in this case. Accordingly, it is appropriate to consult the Rulings and Interpretations under the Walsh-Healey Public Contracts Act in order to determine the extent and nature of this coverage where, as here, some of the activities under the supply contract involve installation at a construction site.

Rulings and Interpretations No. 3 issued under the Walsh-Healey Public Contracts Act Part 1, Section 6 entitled "Contracts Involving Construction", reflect the relationship between that Act and the Davis-Bacon Act, where job-site installation of equipment or materials are involved, as follows:

" If such a contract involves more than an incidental amount of erection or installation work it may also be subject to the Davis-Bacon Act with respect to such work if the site of such work is known at the time the invitation to bid is issued. Examples of such contracts are those for the manufacture or furnishing and installation of elevators or of generators requiring prepared foundations or housing. "

Thus, even though the Davis-Bacon Act may apply to job-site installation or erection under a contract in an amount exceeding \$2000 for "construction, alteration or repair of a public work of the United States", this Act does not wholly apply to such installation or erection under supply contracts subject to the Walsh-Healey Public Contracts Act. Delivery and incidental installation required by these contracts are considered an integral part of manufacturing and furnishing and, where both involve no more than a minimal amount of job-site activity, the Davis-Bacon Act has not and should not be applied to these contracts.

Bearing in mind these interpretative guidelines, attention can now be properly directed toward the question of whether all of the items to be installed by the Boeing Company under its supply contract, as shown on the charts and in the attached report, involve "More than an incidental amount of erection or installation work subject to the Davis-Bacon Act."

A careful study and review of each one of these items, as generally described above, leads to the conclusion that all operations are simple in character, involve no structural or engineering operations and each individually take a minimum of time. Under these circumstances, it could not properly be determined that this work represents more than incidental installation within the purpose and intent of the language quoted above. Therefore, this work would not be subject to the provisions of the Davis-Bacon Act.

One possible exception to this conclusion involves the actuator assembly illustrated on the Launcher chart. It is our understanding that this actuator has the purpose of opening the silo door when the missile is fired. It cannot be used to close the door. At times, when the door must be opened or closed for maintenance or other purposes, a portable electric mule is brought from a storage place and positioned on steel tracks to be used to slide the door back and forth. The actuator is operated by means of an explosive device, discharged automatically as a part of the firing sequence, moving the actuator downward, thereby opening the door at the time of firing. This appears to be an unusual piece of equipment, without precedent and establishing no precedent, useable only once, intimately connected with and vital to the discharge of the missile.

The attached "Report for the Department of Labor" describes the actuator installation as follows:

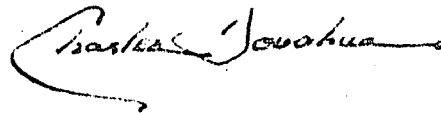
" The actuator is manufactured off the site. It will be brought to the site of work, lowered into place atop a steel ring mount, placed by a Corps of Engineers general contractor's forces and attached by means of bolts. The upper linkage of the actuator operates by means of a cable running to a pulley structure permanently attached to the heavy concrete silo door by a Corps of Engineers general contractors forces."

While nothing in the above description indicates that more than incidental installation is involved, nevertheless, the full circumstances of actual installation of this unusual device are not disclosed in detail by the report. Here again the same tests must be applied and if a careful study and review leads to the conclusion that the necessary work is simple in character, involves no structural or engineering operations and takes a minimum of time, then no more than incidental installation work is involved. These are the guides which the contracting agency should follow in accordance with long-standing interpretations, Reorganization Plan 14 of 1950 and the terms of the Walsh-Healey Public Contracts Act.

It must be emphasized that our conclusions in this case, are based on the facts presented with respect to the instant contract and under the circumstances affecting this work at this time. It does not, and is not intended to, extend to any contract for modification of facilities, or to additional contracts to be let in the future which may involve different factual considerations.

It is also emphasized this decision is confined to the operations defined in phase 2 as reserved for the Boeing Company. It does not relate to changes or alterations in work already performed, as a part of phase one, by employees of construction contractors. Any such changes or alterations or adjustments must be considered separately on the basis of the particular facts and may well be subject to the Davis-Bacon Act.

Yours sincerely,

A handwritten signature in cursive script, appearing to read "Charles Donahue". The signature is written in dark ink and is positioned above the typed name.

Charles Donahue
Solicitor of Labor

Attachments

CONTRACT SUPPORT DETACHMENT 18
WESTERN CONTRACT MANAGEMENT REGION

UNITED STATES AIR FORCE
MALMBROM AIR FORCE BASE, MONTANA

REPLY TO
ATTN. OF:

RW1018A

29 Jan 1962

SUBJECT: Report for Department of Labor - Davis Bacon Applicability on
MINUTEMAN Program at Malmstrom AFB, Montana

TO: WCHR (RWPS)
AFSC (SCMKM-1)
AFSPM-CM-2-PD
IN TURN

1. Section I - The Davis Bacon Act covers "contracts for construction, altering and repair, including painting and decorating".
2. The Air Force contract Nr AF 04(647)-714, awarded to the Boeing Airplane Company, requires that the contractor perform "assembly and test" of a weapon system (133A) for the installation, servicing and firing of certain ballistic missiles. The construction phase, including all work in connection with the supporting facilities, is being accomplished through the Corps of Engineers, U S Army, by contracts awarded to general construction type contractors. The second phase calling for the manufacturing and supplying of the missiles themselves and the control and servicing equipment incident thereto is to be accomplished through AF contracts awarded to the Boeing Company and other manufacturers and suppliers.
3. Section II - Regulation 5, Title 29, Subtitle A, Code of Federal Regulations, provides that the federal agency responsible for contracts and their performance shall have responsibility for the administration and enforcement of certain applicable labor regulations. The Department

Atch 1

of Defense in carrying out its overall responsibility for the activities of the military departments has provided in its Armed Services Procurement Regulations for certain minimum actions to be taken by the military departments and their contractors in observance of applicable labor regulations. The Air Force, through its Air Force procurement instructions, has further implemented the ASPR regulation to provide that

a. Contractors performing work shall first go to the appropriate Contracting Officer for a determination of applicability of the various regulations and.

b. That the Contracting Officer will make such a determination and make known the results of his determination to the contractor before any of the work in question is actually done.

4. Acting under this responsibility an Air Force Team reviewed all tasks to be performed under the above contract for possible Davis Bacon application. This Team discussed each task in detail with Boeing representatives who were familiar with the manner in which each task is to be performed, and received from Boeing a commitment that all tasks would be performed as stipulated. The team then visited the Boeing Plant in Seattle. There they were conducted through various fabrication operations. They next visited the mock-up of the support facilities where they saw all the equipment in question put in its proper place. Finally they made a tour of an actual MINUTEMAN silo, in which real components were set up as if for an operational site and observed prefabricated, cannon-

type molded pin-and-socket electrical connectors, completely manufactured flexible ducts and adapters, storage batteries, generators assembled and mounted on skids and the rest of the equipment named on the accompanying charts and lists. The Team asked questions about each item until satisfied as to its proper disposition under the Davis Bacon Act.

5. A large number of such tasks were determined by the Administrative Contracting Officer to come under the provisions of the Davis Bacon Act. In approaching the problem, the Air Force Team first separated weapon systems equipment tasks from supporting facilities equipment tasks. In making his determination the Administrative Contracting Officer stuck rigidly to the line of delineation thus established. The results of the Air Force's determination were recorded on accompanying charts illustrating equipment tasks and corresponding lists on which the tasks were shown as being either covered or non-covered by the Davis Bacon Act. Such charts and lists have been widely distributed to interested parties. Although the action calling for this report was initiated by the IBEW, the Air Force has since been advised by the President of the Building Trades Department, AFL/CIO that that Department is objecting to all tasks listed as non-Davis Bacon, alleging that they are in fact Davis Bacon covered work.

6. Section III - Some of the tasks may be less clearly non-covered work. Therefore the Air Force has selected some of them for more detailed treatment, as follows:

a. Actuator Assembly Illustrated on Launcher Chart. The actuator is an explosive-motivated device whose function it is to open the silo door in the actual firing of the missile which it must do in the space of approximately five seconds or less. The actuator is manufactured off the site. It will be brought to the site of the work, lowered into place atop a steel ring mount, placed by a C/E general contractor's forces and attached by means of bolts. The upper linkage of the actuator operates by means of a cable running to a pulley structure permanently attached to the heavy concrete silo door by a C/E general contractor's forces. The Air Force determined that the work of handling the actuator, fastening it in place and linking it to the permanently attached pulley structure is only incidental to the manufacture and supplying of this equipment.

b. Service Elevator Cage shown in the Launcher Chart. The service elevator cage is a tool used to service the missile. When necessary it is brought out of its storage place, lowered over the side of the silo hole by a maintenance worker, lowered and raised and moved about as necessary, after which it is again removed from the silo and restored to its storage place.

c. Portable Tractor (Electric Mule) and Power Control Unit shown in the Launcher Chart. The electric mule and its power control unit are used occasionally as needed when the missile is to be serviced or maintenance work is to be done on it. It is brought from a storage place and put in place on steel tracks permanently affixed by a C/E

general contractor's forces, and is used to roll back the silo door. When the maintenance work is completed, the silo door is rolled back by means of the mule and its control unit; the mule and control unit are then removed and placed back in storage. It is a tool used as needed as is the service elevator or cage. The Air Force determined that the work of placing both elevator cage and electric mule in service was maintenance work and the work of handling them was merely incidental to their manufacture and supply.

d. Electronic Equipment Consoles shown in various chart illustrations. These consoles contain electronic circuitry manufactured in a plant and after testing, shipped to the site of the work. The consoles and their equipment are integral entities in every respect in the same way that an adding machine, calculating machine or electronic computer are. Their use depends upon power being supplied from a prefabricated cable to a cannon-type molded pin-and-socket connector. The manufacturer will bring the consoles to the supporting facilities, will place the consoles in position on steel eye-beam bases attached to the floor by C/E general contractor's forces. The consoles will be attached by bolts through pre-drilled holes to the bases.

e. The Telephone Sets and Jacks shown in the LCC support illustration, are standard commercial plug-in types as are in use everywhere.

f. The Cables shown in Launcher Equipment Room Picture. These cables are prefabricated (manufactured) in the manufacturer's plant and brought to the site of the work by the manufacturer. The ends of the cables terminate in cannon type molded pin-and-socket connections. They

are laid in place on trays installed by the C/E general contractor's forces or sub-contractors and their terminal ends connected by simply joining them to their appropriate equipment and power supply source connectors. These cables are interchangeable with others of similar capacity and length and can be replaced with a minimum of effort and also without tools.

7. We should mention at this point that the battery switch boxes shown in the Launcher Equipment Room illustration are used only in the special test project installation at the manufacturer's plant and will not be used in the Malmstrom AFB installation.

8. The primary power used is in all cases brought to the facility by a C/E general contractor's sub-contractor's forces and terminated by them at boxes installed by them on the walls of the facility.

9. The batteries to be installed are specially manufactured in a manufacturing plant. They are not large and not heavy so that two men can carry each one easily. They sit in place directly on the floor of the facility. They are not mounted or bolted to the facility and their use requires that only snap-on connectors be put in place.

10. The generator shown is a completely manufactured unit mounted in the factory on a skid and set onto a predesignated space of the facility on steel rails installed by the construction contractor forces.

11. The following applies to all of the work determined to be not covered by the Davis Bacon Act.

a. The handling and placing of such equipment is incidental to their manufacture, supply and use.

b. The furnishing of such equipment was not for use on construction.

c. The work of fabricating such equipment is performed off site in a manufacturing plant.

d. Missile weapon systems and their associated equipment are in fact manufactured in various locations other than the site of the work and as such are non-covered. All such equipment, their handling and installing involve pieces which are complete fabrications in themselves, require no construction activity to put them into operation and may be removed and/or replaced without impairing the structure in which they are used or components of that structure and without affecting the architecture, strength, stability, size or function of the support facility in which they are used.

12. When an office or factory building is constructed, under Davis Bacon, it is turned over as a shell to its users, who equip it with desks, office machines, cabinets full of supplies, telephones, etc. Such equipping is not required to be done under Davis Bacon.

13. In the case of MINUTEMAN, the equipment manufacturer is as justified in moving in electronic cabinets as supply cabinets; in bringing in pre-fabbed cable, as extension cords; in setting batteries as in setting desks; in installing intercoms as installing telephones; in installing

computers as installing office machines; where in both cases, ~~on construction work is performed~~. In MINUTEMAN's case, all fabrication work has been performed offsite, at a contractor's plant. The utility of the building is not affected by the equipment's presence, or absence.

14. Finally the AF considered the following facts to be pertinent:

- a. Mandays (estimated) spent on construction phase - 760,000.
- b. Mandays (estimated) spent in manufacture - 825,000.
- c. Mandays (estimated) spent on installation of equipment - 5,900.

The above figures are AF estimates derived from Corps of Engineers and Boeing records and show graphically that the work protested as being entirely subject to Davis Bacon provisions, (item 14c, above) represents less than 1% in relation to the construction effort also less than 1% of the manufacturing effort. The checkout (testing, validating) by Boeing will take many thousands more mandays of effort, but we have not attempted to assemble the actual figures for this report. Clearly, the installation is only incidental to the manufacture and supplying of the weapons system equipment.

Clayton R. Hauschild
CLAYTON R HAUSCHILD
Administrative Contracting Officer,

December 15, 1961

Determination of Davis-Bacon Act Applicability in
Relation to Assembly and Checkout Work for Which
Boeing Airplane Company is Assigned Responsibility
for MINUTEMAN Program Malstrom AFB

The undersigned has determined that work so designated on the lists and charts labelled 2B-11071-20-R1, -21-, -22-, -23-, -24-, and dated December 15, 1961, attached hereto and made a part hereof, is construction, alteration and/or repair within the meanings described in the Davis-Bacon Act.

C. R. Hausler 15 Dec. 61
Administrative Contr. Officer

Number of Tasks to be performed by Boeing employees at site as compared with number of tasks to be sub-contracted to the building trades crafts.

	No. of Tasks	Boeing	Bldg. Trades
Launch Control Center (Chart 20)	42	25	17
Launch Facility Support Bldg. (Chart 21)	27	4	23
Launch Control Center Support Bldg. (Chart 22)	44	11	33
Launcher (Chart 23)	26	15	11
Launcher Equipment Room (Chart 24)	41	23	18
TOTALS :			
No. of Tasks	180		
Boeing		78	
Building Trades			102

Dec. 15, 1961
T. F. Neblett

LAUNCH CONTROL CENTER

December 15, 1961
Page 1 of 2

NOMENCLATURE	CONTRACTOR RESPONSIBILITY		DAVIS-D/CON APPLICABILITY
E. V. Electric Control Panel	C. of E.	Contract	Yes
Battery Disconnect Switch	EC		No
CO2 Cannister	EC		No
Survival Kit	EC		No
Fire Extinguisher	EC		No
Freezer - Cooler w/oven	C of E	Contract	Yes
Cable Protector Frame Box	AF	EMG	Yes
Shield Water Tank	C of E	Contract	Yes
Power Panel L.C.D.B.	C of E	Contract	Yes
Shock Isolation Panel	C of E	Contract	Yes
Intrasite Connectors	EC		No
Shock Isolators	C of E	Contract	Yes
Air Bottles	C of E	Contract	Yes
Environmental Control Ducts	AF	AAF	Yes
Electric Rack Cooling Flex Ducts and Adapters	EC		No
Space Heater	C of E	Contract	Yes
Wire Trays	C of E	Contract	Yes
Command Control Console	EC		No
CCC - Operator's Seat	EC		No
Second - Command Control Console	EC		No
Emergency Light	EC		No
Second - Operator's Seat	EC		No
Status Display Panel	EC		No

NOMENCLATURE	CONTRACTOR RESPONSIBILITY		DAVIS-BACON APPLICABILITY
M-G Set	EC		No
Storage Battery	EC		No
Power Supply Group	EC		No
Telephone Jack Assembly	EC		No
Data Processing Equipment, Digital	EC		No
Termination Equipment Hardened Cable	EC		No
Headset, SIN	EC		No
Survival Light	EC		No
HF/SSB	EC		No
465L Telephone Equipment	EC		No
Primary Alert System	EC		No
465L Rack 1, 2, 3, and 4	EC		No
Rack Assembly, Top Hat, LF/UHF Radio System	EC		No
Toilet	C of E	Contract	Yes
KCO ₂ Unit	C of E	Contract	No
Emergency Air Handling Unit	AF	AAF	No
A.C. Exhaust Duct	C of E	Contract	No
Electro Surge Arrestor Panel	AF	EEG	No
Splice Case	AF	EEG	No

LANCE FACILITY SUPPORT BUILDING

December 15, 1961
Page 1 of 1

NOMENCLATURE	CONTRACTOR RESPONSIBILITY		DAVIS-BACON APPLICABILITY
Diesel Exhaust	C of E	Contract	Yes
Sound Trap	C of E	Contract	Yes
Expansion Tank	C of E	Contract	Yes
Removable Cover (2 places)	C of E	Contract	Yes
Brine Chiller Unit	AF	AAF	Yes
Outside Air Intake	C of E	Contract	Yes
Diesel Day Fuel Tank	C of E	Contract	Yes
Filter Box	C of E	Contract	Yes
Fresh Air Intake	C of E	Contract	Yes
Auxiliary Pump	C of E	Contract	Yes
Liquid Level Indicator	C of E	Contract	Yes
Pump	C of E	Contract	Yes
H and V Control	C of E	Contract	Yes
Cable Pressurization Unit	AF	EEG	Yes
Distribution Panel L.D.A.	C of E	Contract	Yes
Future Repeater Racks	EC		No
Generator Cranking Panel	C of E	Contract	Yes
Engine Exercise Recorder	C of E	Contract	Yes
Automatic Transfer Switch	C of E	Contract	Yes
Battery Charger	C of E	Contract	Yes
Telephone Lighting Panel L.A.	C of E	Contract	Yes
Telephone	EC		No
Gross Fault Indicator	EC		No
Diesel Generator Set	C of E	Contract	Yes
SIN Telephone Term. Rack	EC		No
Brine Chiller Exhaust Louvre	C of E	Contract	Yes
Back Draft Damper	C of E	Contract	Yes

LAUNCH CONTROL CENTER SUPPORT BUILDING

December 15, 1961
Page 1 of 2

NOMENCLATURE	CONTRACTOR RESPONSIBILITY		DAVIS-BACON APPLICABILITY
Lighting Panel	C of E	Contract	Yes
H & V Control Panel #2	C of E	Contract	Yes
Service Sink	C of E	Contract	Yes
Expansion Tank	C of E	Contract	Yes
Water Heater	C of E	Contract	Yes
Dryer	SAC		
Washer	SAC		
H & V Control Panel #1	C of E	Contract	Yes
H & V Sensor Amplifier #1	C of E	Contract	Yes
H & V Sensor Amplifier #2	C of E	Contract	Yes
Sound Trap	C of E	Contract	Yes
Roof Ventilator	C of E	Contract	Yes
Brine Cooler Package	AF	AAF	Yes
Lighting Panel L.C.B.	C of E	Contract	Yes
Battery Charger	C of E	Contract	Yes
Generator Control Panel	C of E	Contract	Yes
Diesel Day Fuel Tank	C of E	Contract	Yes
Muffler Inst.	C of E	Contract	Yes
Diesel Generator	C of E	Contract	Yes
Intake Filter	C of E	Contract	Yes
Instrument Ground Plate	C of E	Contract	Yes
Telephone Equipment	EC		No
Telephone Term. Cabinet	C of E	Contract	Yes
SIX Telephone Terminal Rack	EC		No
Intercom Terminal Cabinet	C of E	Contract	Yes
Jack Assembly, SIX/ICF	EC		No
Fuel Pump	C of E	Contract	Yes

NOMENCLATURE	CONTRACTOR RESPONSIBILITY		DAVIS-BACON APPLICABILITY
Eng. Cranking Panel	C of E	Contract	Yes
Pull Box	C of E	Contract	Yes
Distribution Panel L.C.D.	C of E	Contract	Yes
Cable Press. Unit	AF	EEC	Yes
Elevator	C of E	Contract	Yes
SIM VHF Transceiver	BC		No
VHF Radio Remote Control	BC		No
Telephone Set, Wall Type SIM/LOF	BC		No
Telephone Set SIM/LOF	BC		No
Fault Locator Panel	BC		No
F 2-Way Radio	BC		No
Boiler	C of E	Contract	Yes
Expansion Tank	C of E	Contract	Yes
Sink and Disposal Unit	C of E	Contract	Yes
Range and Oven	C of E	Contract	Yes
Refrigerator	C. of E	Contract	Yes
Cabinets and Shelves	C of E	Contract	Yes
Freezer	C of E	Contract	Yes

NOMENCLATURE	CONTRACTOR RESPONSIBILITY		DAVIS-BACON APPLICABILITY
Closure Cables	EC		No
Closure Lock Switch	EC		No
Monorail for Work Cage	C of E	Contract	Yes
Elevator and Work Cage	EC		No
Ladders	C of E	Contract	Yes
Security Device	EC		No
Rockers Arms	EC	Sub	Yes
Upper Support Brackets	EC	Sub	Yes
Missile Base & Trunnions	EC	Sub	Yes
Suspension Rods	EC	Sub	Yes
Lower Support Brackets	C of E	Contract	Yes
Spring and Jack	EC	Sub	Yes
Security Device	EC		No
Sump Pump	C of E	Contract	Yes
Azimuth Drive 'J' Box	EC	Sub	Yes
Actuator Supports	EC		No
Ballistic Actuator	EC		No
G & C Umbilical	EC		No
Skirt Umbilical	EC		No
Umbilical Retract	EC		No
Closure Pulley Assembly	EC		No
Main 'J' Box	EC		No
Pulley Structure	EC C of E AmT		<input checked="" type="checkbox"/> Yes
Power Control Unit	EC		No
Portable Tractor	EC		No
Maintenance Tract	C of E	Contract	Yes

LAUNCHER EQUIPMENT ROOM

December 15, 1961
Page 1 of 2

NOMENCLATURE	CONTRACTOR RESPONSIBILITY		DAVIS-DACCH APPLICABILITY
Emergency Air Supply Fan	C of E	Contract	Yes
G & C Cooling Tanks & Supports	C of E	Contract	Yes
G & C Cooling Connectors	EC		No
Shock Suspension System (Typ.)	C of E	Contract	Yes
Wire Trays	C of E	Contract	Yes
Sequence & Monitor Cabinet	EC		No
SCN DPE Cabinet	EC		No
Intrasite Cabling & Connectors	EC		No
Air Ducting	AF	AAF	Yes
SCN CTE Cabinet	EC		No
Power Supply Set No. 2	EC		No
Power Supply Set No. 1	EC		No
A.C. Distribution & Test Control Panel	C of E	Contract	Yes
Equip. Environmental Control Ducting	AF	AAF	Yes
Battery Switches	EC		No
Main 'J' Box	EC		No
Security Device	EC		No
G & C Cooling Cabinet	EC		No
G & C Coupler Cabinet	EC		No
Battery (IES)	EC		No
Battery Cabling	EC		No
Motor - Generator Set	EC		No
Air Conditioning Control Panel	C of E	Contract	Yes
Azimuth Marker	EC		No

NOMENCLATURE	CONTRACTOR RESPONSIBILITY		DAVIS-LACON APPLICABILITY
Autocollimator Bench	C of E		Yes
Theodolite Targeting Set	EC		No
Autocollimator	EC		No
Alignment Mirrors	EC		No
Inter-Phone Jacks	EC		No
Air Ducts	C of E	Contract	Yes
Air Conditioning Remote Control Panel	C of E	Contract	Yes
Air Conditioning Equipment	C of E	Contract	Yes
Security Device	EC		No
Intra-Site Cables	EC		No
Electromagnetic Surge Arrestor	AF	REG	Yes
SCN Cable Splice	C of E	Contract	Yes
Hardened SCN Cables	C of E	Contract	Yes
EMP Enclosure	C of E	Contract	Yes
Launch Tube Heater & Equipment	C of E	Contract	Yes
Ballistic Closure Actuator	EC		No
Launch Tube Air Supply Duct	C of E	Contract	Yes