

SECTION 00020 - ADVERTISEMENT FOR BIDS
MMRC Regional Industrial Authority
Underground Electric Conduit Installation
MCTC-Rowan Campus Classroom/Training Facility
Rowan County, Kentucky

Sealed bids for the installation of underground electric conduit for a redundant electric feed for the MCTC-Rowan Campus Classroom/Training Facility for the MMRC Regional Industrial Authority will be received by the MMRC Regional Industrial Authority in their office located at 100 Lake Park Drive, Morehead, KY 40351, (606) 784-5874 - Phone, (606) 780-9843 - Fax, until 11:00 a.m., local time, Friday, August 9, 2019 and then at said office will be publicly opened and read aloud.

The CONTRACT DOCUMENTS may be reviewed at the following locations:

MSE Web Site: mselex.com under Bid Opportunities.

MMRC Regional Industrial Authority at location stated above.

Copies of the Bidding Documents may be obtained by contacting MSE of Kentucky at 859-223-5694.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions of this advertisement and/or the specifications and may waive any informalities or reject any and all Bids. Any proposal received after the time and date specified shall not be considered and will be returned unopened to the proposer.

Sealed bid should be labeled "MCTC-Rowan Campus Underground Electric Conduit". If mailed/shipped, bid should be enclosed in another envelope and addressed to: MMRC Regional Industrial Authority, 100 Lake Park Drive, Morehead, KY 40351.

Davis-Bacon Wage Rates do not apply to this project.

No Bidder may withdraw his Bid for a period of sixty (60) days after the actual date of the opening thereof.

Award will be made to the lowest, responsive, responsible bidder. Bidding is for the sole benefit of the MMRC Regional Industrial Authority. This is not an offer to enter into a contract.

The MMRC Regional Industrial Authority is an Equal Employment Opportunity Employer.

End of Section

SECTION 00100 - INSTRUCTIONS TO BIDDERS
ADDITIONAL INFORMATION

PART 1 - GENERAL

1.01 DEFINITIONS

- A. AIA Document A701/1997, Instructions to Bidders, Articles 1 through 8, inclusive, is a part of this Contract.
- B. General Conditions of the Contract for Construction, AIA Document A201/2007, Articles 1 through 14 inclusive, are a part of this Contract.

1.02 BIDDING DOCUMENTS

- A. The Bidding Documents are the Bidding and Contract Requirements, the Specifications, the Drawings and any addenda issued prior to receipt of bids. All Addenda will be posted on the MSE Web Site: mselex.com under Bid Opportunities. Addenda will not be sent to plan holders.
- B. Documents are on file and may be examined or obtained for bidding purposes as stated in Section 00020 - Advertisement for Bids.
- C. MSE will not be providing contract documents (plans and specs) to the General Contractor.

1.03 SUBSTITUTIONS AND APPROVALS DURING BIDDING

- A. Whenever products or materials are specified as "Standards" or they are otherwise named, approval of other equal quality products shall be obtained by requesting in writing and presenting for evaluation, such product or material, to the Architect, no later than seven (7) days prior to date set for receipt of bids. Submittals circumventing the above time frame will not be processed.
 - 1. If approval is granted, product or material will be added by Addendum.
 - 2. No direct reply will be made to any requests for changes, but any requested changes approved by the Architect will be stated in an Addendum issued to all prime-bidders.
 - 3. Issuance of Bidding Documents does not constitute approval of products, materials, or subcontractors.

1.04 ADDENDA

Article 3: Bidding Documents. 3.4 Addenda, 3.4.3. Change the four days to read as follows: Addenda will be issued by the Architect when in the opinion of the Architect the issuance of an addenda is in the interest of the bid process and the Owner.

1.05 BIDDER'S REPRESENTATION

- A. Each Bidder, by making his bid, represents that he has read and understands the bidding documents.

- B. Each Bidder, by making his bid, represents that he has familiarized himself with the local conditions under which the Work is to be performed.
 - 1. No additional costs of any type will be allowed by the failure of the Bidder to avail himself of the privilege of a complete and thorough, on-site inspection.
- C. Each bidder must visit and inspect the site.

1.06 BID SECURITY

- A. Provide bid security in the form of Bid Bond, AIA Documents A310, for five percent (5%) of bid made payable to MMRC Regional Industrial Authority. This security shall be forfeited if the bidder is awarded the contract and subsequently fails to enter into a contract with and furnish the required contract bond to the OWNER within ten (10) days after notice of acceptance of his proposal is made.
- B. The bid security of all unsuccessful bidders will be returned promptly after an award has been made, or in the event that all bids are rejected. The bid security of the successful bidder will be returned when the contract is executed.

1.07 PREPARATION OF BIDS

- A. Bids shall be submitted in duplicate only on proposal bid form as included herein.
- B. Any interlineation, alteration, or erasure will be grounds for rejection of the Bid. Bids shall contain no recapitulation of the work to be done.
- C. Bids shall be based on the materials, construction, equipment and methods named or described in the specifications and on the drawings, and any addenda issued prior to receipt of bids.
- D. Proposals shall be sealed in an opaque envelope marked with the bidder's name and business address, and bearing the following caption:
 - 1. Proposal for:
Redundant Electrical Feed for MCTC-Rowan Campus Classroom Facility
 - 2. Proposals shall be addressed and delivered to:
MMRC Regional Industrial Authority
100 Lake Park Drive
Morehead, KY 40351

1.08 BID SUPPLEMENTS

- A. Bids shall be accompanied by the following supplemental documents, all properly signed and notarized:
 1. Bid Security, Bid Bond, AIA Document A310
 2. Document SC-1 - Subcontractors List (may use your own form)
 3. Document PC-1 - Project Cost Breakdown (may use your own form)
 4. Non-Collusion Affidavit

1.09 SELECTION OF BIDS

- A. The Owner reserves the right to reject any and/or all bids and to waive any informality in bidding.

1.10 AWARD OF CONTRACTS

- A. Contracts shall be deemed to have been awarded when Notice of Award shall have been duly served upon the Bidder by any officer or agent of the Owner duly authorized to give such notice. Before the contract becomes valid, the Bidder must provide all necessary bonds, insurance and other information herein called for.

1.11 DETAILED COST BREAKDOWN

- A. Upon award of contract, Contractor will have seven (7) working days to generate a finalized detailed cost breakdown and a detailed project schedule of the project. All construction draws made on the project will require updating the Contractor's cost breakdown. Architect and Owner approval will be required on all pay requests.

1.12 CONTRACTOR'S RESPONSIBILITY REGARDING SUB-CONTRACTORS

- A. It shall be prime contractor's responsibility to check all sub-bids carefully to determine whether or not any exceptions, omissions, or alterations to the drawings and specifications have been noted therein, as he is solely responsible for a complete job in strict accordance with drawings and specifications.

1.13 COMMENCING WORK

- A. Contractor shall commence work within ten (10) days after written Notice to Proceed is issued by the Owner, unless otherwise arranged by the Owner.

1.14 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

- A. These construction documents are to be governed, at all times, by applicable provisions of the federal laws, including but not limited to the latest amendments of the following:
 - 1. William - Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - 2. Part 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.

- B. All prime contractors, sub-contractors and their employees shall be solely responsible to conduct their work in conformance with the regulations contained in this act and as amended. All material suppliers and manufacturers shall be fully aware of their responsibilities and the requirements of the finished project under the regulations of this Act, and as amended. Such materials and fabricated products incorporated in this project shall, at the time of installation or application, be in conformance with the regulations of this act, and as amended.

END OF SECTION

SECTION 00310 - BID SCHEDULE

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____ *

to the MMRC Regional Industrial Authority (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of underground conduit to provide a redundant electric feed for the MCTC-Rowan Campus Classroom Facility in strict accordance with the CONTRACT DOCUMENTS, within the time set forth and the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence Work under this contract on or before a date to be specified in the Notice to Proceed and to complete the Project within sixty (60) consecutive calendar days following the Notice to Proceed. BIDDER further agrees to pay as liquidated damages, the sum of \$300.00 for each consecutive calendar day thereafter as provided in the General Conditions and the Special Conditions.

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the lump sum contained in the following Bid Schedule.

Davis-Bacon Wage Rates do not apply to this project.

*Insert "a corporation", "a partnership", or "an individual" as applicable.

Item	Description	Quantity	Unit	Unit Price	Cost of Item
1.	Underground Electric Conduit. Furnish all labor, equipment and materials and install 3" schedule 40. PVC electric conduit including all trenching, backfill, pll strings and related work. Unclassified excavation. All installed per Fleming0Mason Rural Electric requirements. Includes clean-up and seeding of disturbed areas or replacement of stone in gravel areas.				
	3" PVC Conduit	5,400	LF	\$ _____	\$ _____
2.	Pull Boxes. Furnish all labor and equipment to install pull boxes supplied by Fleming-Mason Rural Electric Cooperative at locations designated by the electric company.				
	Install Pull Boxes	4	EA	\$ _____	\$ _____
3.	Casing Pipe. Furnish all labor equipment and materials and install steel casing pipe under Industry Drive by boring and jacking. Includes insertion of conduit in casing pipe. Length of conduit paid under Item 1.				
	a. 8" Casing & Bore	40	LF	\$ _____	\$ _____
	b. 12" Casing & Bore	40	LF	\$ _____	\$ _____
4.	All Other Miscellaneous Costs including connection to existing conduits.				
		1	LS		\$ _____
Total Cost of Items 1-4					\$ _____

The bid prices shall include all labor, materials, overhead, profit, insurance, and other costs necessary to install the finished work of the several items called for. Changes shall be processed in accordance with the General Conditions.

This is an invitation for offer to bid, not an offer to enter into a contract.

Addenda to the Drawings and Specifications issued heretofore are hereby acknowledged by the undersigned as being:

No. _____ Date: _____ No. _____ Date: _____
No. _____ Date: _____ No. _____ Date: _____

BIDDER understands that the OWNER reserves the right to reject any or all Bids and to waive any informalities in the Bidding.

BIDDER agrees that this Bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the actual date of bid opening.

Within ten (10) calendar days after receiving written notice of the acceptance of this Bid by the OWNER, the Bidder will execute and deliver to the OWNER four (4) copies of the Agreement and such other required Contract Documents.

BIDDER: _____
(Name of Company or Partnership)

By: _____ (Date) _____
(Signature) _____

(Print Name) _____ (Title) _____

(Street Address/P.O. Box) _____ (Phone Number) _____

(City, State, Zip)

Attested By: _____ (Date) _____
(Signature) _____

Seal (If bid is by a corporation)

END OF SECTION

SECTION 00480 - NON-COLLUSION AFFIDAVIT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Non-Collusion Affidavit for the project shall be submitted with the bid proposal, and a copy of this document is bound herewith.
 - 1. When properly executed, this Document shall become a part of the successful bidder's Contract Document.

END OF SECTION

NON-COLLUSION AFFIDAVIT

The undersigned bidder, on behalf of its officers and agents or representatives being duly sworn, states that it has not in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any other person or public officer whereby bidder has paid or is to pay to such other bidder or other person or public officer any sum or money, or has given or is to give to such other bidder or other person or public officer anything of value whatever, or such affiant or either of them has not, directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

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

My Commission expires:

Notary Public

END OF AFFIDAVIT

SECTION 00500 - AGREEMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The contract Agreement for this project shall be AIA Document A101, Owner - Contractor Agreement Form - Stipulated Sum, 2007 edition.
- B. This form, when fully executed, shall become a part of the successful bidder's Contract Documents.

END OF SECTION

SECTION 00650 - CERTIFICATES OF INSURANCE

PART 1 - GENERAL

1.01 GENERAL

- A. Certificates of Insurance shall be filed with the Owner prior to the commencement of any work. Insurance shall be purchased by the General Contractor.
 - 1. These certificates shall contain a provision that coverages afforded under the policies shall not be canceled or in any way terminated until at least thirty days prior written notice has been given to the Owner and Architect.
 - 2. The Owner and the Architect shall be specifically named as additional insureds on all insurance coverage for this project.
- B. Detailed insurance requirements are covered in Section 00800 - Supplementary General Conditions, and all certificates shall reflect these minimum requirements for the project.

END OF SECTION

SECTION 00800 - SUPPLEMENTAL CONDITIONS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The "General Conditions of the Contract for Construction," AIA Document A201, 2007 edition, Articles 1 through 15, inclusive, is a part of this Contract.

1.02 SUPPLEMENTS

- A. The following supplements modify, change, delete or add to the "General Conditions of the Contract for Construction." Where any Article, Paragraph, Sub-Paragraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, SubParagraph or Clause shall remain in effect.

PART 2 - ARTICLE 2: OWNER

2.01 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

- 2.2.5 The Contractor can download pdf's of the contract documents and plan sheets from mselex.com located under Bid Opportunities.

PART 3 - ARTICLE 3: CONTRACTOR

3.01 REVIEW OF CONTRACT SUB-PARAGRAPHS

- A. Add the following sub-paragraphs:

- 3.2.2 The Contractor shall not perform any work at any time requested by persons other than the Architect. Any interpretations to the documents, or request for minor changes in the work will be by the Architect.
- 3.2.3 Where there is a conflict in or between the Drawings and Specifications, the Contractor shall be deemed to have estimated on the more expensive way of doing the work and/or the larger quantity required. Only changes in interpretations covered by Addenda or in writing from the Architect will be permitted during construction of the work.

3.02 WARRANTY

- A. Add the following sub-paragraph:

- 3.5.2 General Contractor shall guarantee the work for a period of one year from the date of acceptance by the Owner, except where a longer guarantee is specified and will thus control and leave the work in perfect order at completion. Neither the final certificate of payment any provision in the Contract Documents shall relieve the Contractor of responsibility within the extent and period provided by said guarantee or by law whichever is longer. Upon written notice, he shall remedy any damage to other work resulting therefrom, including necessary labor for removing and replacing.

PART 4 - ARTICLE 8: TIME OF COMPLETION AND LIQUIDATED DAMAGES

See the Bid Schedule, Section 00310, for the time allotted for this contract. The time allowed for completion shall begin at midnight, local time, on the date which the Owner shall instruct the Contractor, in writing, to start work, but not later than 10 days after Notice to Proceed.

The Contract completion time stipulated above includes an allowance for an average number of inclement weather days as follows:

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Precip.	7	7	9	8	8	8	8	7	6	5	6	7
Freeze	10	6	1								1	5

When number of days (including Saturdays, Sundays and Holidays) of precipitation in excess of 0.1" per day or maximum daily temperatures of 32°F exceed those shown above in any month, the Contractor shall be entitled to an equal number of additional days for Contract Completion.

This provision for inclement weather shall only apply to that time while foundations are being constructed and prior to the building being "under-roof".

It is understood that time is the essence of this contract and that the Owner will sustain damages, monetary and otherwise, in the event of delay in completion of the work hereby contracted.

Therefore, if the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as part consideration for the awarding of this contract, to pay the Owner the amount specified in the contract, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the extreme difficulty in fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

PART 5 - ARTICLE 9: PAYMENTS AND COMPLETION

5.01 APPLICATIONS FOR PAYMENT

A. Add the following sub-paragraph:

9.3.1.1 Monthly payments will be based on ninety (90%) percent of the value of the work done and materials delivered and suitably stored until work under this contract is fifty (50%) completed. If at that time, progress of the work has been satisfactory, there will be no additional retainage, provided the Contractor submits Consent of Surety for each application, authorizing any remaining partial payments to be paid in full. The form of Application for Payment shall be AIA Document G702, Application for Certificate for Payment, supported by AIA Document G702A Continuation Sheet.

PART 6 - ARTICLE 11: INSURANCE AND BONDS

6.01 11.1 CONTRACTOR'S LIABILITY INSURANCE

A. Change as follows:

General Contractor shall take out and maintain insurance of such types and in such amounts as are necessary to cover his responsibilities and liabilities on all projects, and shall require all his subcontractors to carry similar insurance.

1. The Owner will accept in lieu of all subcontractors carrying similar insurance an "Owner's and Contractor's Protective Liability Policy" paid for by the Contractor and written in the name of the Owner for the amount specified hereinafter including all the special coverages. Said policy must protect the Owner for all claims for bodily injury and/or property damage arising out of operations for the named insured by said Contractor, or any subcontractor of said Contractor.
- B.** No Contractor shall commence work under this contract until he has obtained all insurance required under this section and such insurance has been approved by the Owner, nor shall any Contractor allow any subcontractor to commence work on his subcontract until the same insurance has been obtained by the subcontractor and approved by the Owner. Each and every contractor and subcontractor shall maintain all insurance required under paragraphs (1) and (2) of this section for not less than one year after completion of this contract.
- C.** Each Contractor shall file with the Owner and Architect, a Certificate of Insurance. Any certificate submitted and found to be altered or incomplete will be returned as unsatisfactory.
- D.** If requested by the Owner, Contractor shall furnish the Owner with true copies of each policy required of him or his subcontractors. Said policies will not be canceled or materially altered, except after fifteen (15) days advance written notice to the Owner and Architect, mailed to the addresses indicated herein.
- E.** Insurance under this section, as a minimum, shall include the following coverages:
1. Workman's Compensation and Employer's Liability Insurance: Workman's Compensation and Occupational Disease Insurance of statutory limits as provided by the state in which his contract is performed and Employers' Liability Insurance at a limit of not less than \$100,000.00 for all damages arising from each accident or occupational disease.
 2. Comprehensive General Liability Insurance covering:
 - a. Operations- Premises Liability:
Including, but not limited to, Bodily Injury, including death at any time resulting therefrom, to any person or Property Damage resulting from execution of the work provided for in this contract, or due to or arising in any manner from any act of omission or negligence of the Contractor and any Subcontractor, their respective employees or agents.

b. Contractor's Protective Liability:
Including, but not limited to, Bodily Injury, including death at any time, resulting therefrom to any person, or Property Damage arising from acts or omissions of any subcontractor, their employees or agents.

c. Products-- Completed Operation Liability:
Including, but not limited to, Bodily Injury, including death at any time, resulting therefrom to any person, or Property Damage because of goods, products, materials or equipment used or installed under this contract, or because of completed operation, which may become evident within one year after acceptance of the building, including damage to the building or its contents.

d. Contractual Liability:

Each and every policy for liability insurance, carried by each Contractor and Subcontractor, as required by this section shall specifically include Contractual Liability coverage with respect to Section F of this Division.

e. Special Requirements:

The insurance required under Paragraph (2) of this Section shall specifically include the following special hazards:

Property Damage caused by conditions otherwise subject to exclusions "x, c, u," Explosion, Collapse or Underground Damage.

Broad Form Property Damage endorsement, which has reference to property in the "care, custody, or control" of the insured.

"Occurrence" Bodily Injury coverage in lieu of "caused by accident."

"Occurrence" Property Damage coverage in lieu of "caused by accident."

f. Limits of Liability:

The insurance under Paragraph (2) of this Section shall be written in the following limits of liability, as a minimum:

<u>Bodily injury</u>	<u>Property Damage</u>
\$1,000,000 Each Person	\$1,000,000 Each Occurrence
\$3,000,000 Each Occurrence	\$2,000,000 General Aggregate
\$500,000 Aggregate Products	\$1,000,000 Aggregate Protective
	\$1,000,000 Aggregate Contractual

3. Comprehensive Automobile Liability covering:
 - a. All owned, hired, or non-owned vehicles including the loading or unloading thereof.
 - b. Special Requirements: The insurance required under paragraph (3) of this section shall specifically include the following special hazards:

"Occurrence" Bodily Injury in lieu of "caused by accident."

"Occurrence" Property Damage in lieu of "caused by accident."

The insurance under Paragraph (3) of this section shall be written in the following limits of liability as a minimum:

<u>Automobile Bodily Injury</u>	<u>Automobile Property Damage</u>
\$1,000,000 Each Person	\$1,000,000 Each Occurrence
\$3,000,000 Each Occurrence	

\$3,000,000 Excess/Umbrella Liability

F. Hold Harmless Agreement:

1. The Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
2. In any and all claims against the Owner or the Architect or any of their agents or employees by any employee of the Contractor, Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Hold Harmless agreement shall not be limited in any way by any limitation on the amount payable by or for the Contractor or any Subcontractor under workman's compensation acts, disability benefit acts or other employee benefit acts.
3. The obligations of the Contractor under this Hold Harmless Agreement shall not extend to any claim, damage, loss or expense arising out of professional services performed by the Architect, his agents, or employees, including (a) the preparation of maps, plans, opinions, reports, surveys, designs or specifications, and (b) supervisory, inspection or engineering services.

PART 7 - ARTICLE 11.3: PROPERTY INSURANCE (Purchased by the General Contractor)

Not Applicable.

PART 8 - ARTICLE 15: EQUAL OPPORTUNITY

8.01 15.1 Employment Policies

15.1.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

15.1.2 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sect, national origin or age.

PART 9 - ARTICLE 16: CHARACTER OF WORKERS, METHODS, AND EQUIPMENT

116.1 The Contractor shall, at all times, employ sufficient and equipment for prosecuting the work to full completion in the manner and time required by the contract, drawings, and specifications. Suitable number of foremen and supervisors shall be available on the job to insure proper prosecution and coordination of the work. All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

16.2 Any person employed by the Contractor or by any subcontractor who, in the opinion of the Owner and Architect, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Architect, be removed forthwith by the Contractor or Subcontractor employing such person, and shall not be employed again in any portion of the work.

16.3 Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Architect may suspend the work by written notice until compliance with such orders.

16.4 After the beginning of work on the site, the Contractor may not remove his Superintendent from the project without the prior written approval of the Owner.

END OF SECTION

**Section 00815 - Supplemental General Conditions
Part Two**

- 1) General Contractors and Sub-contractors are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this Award.

End of Section

SECTION 02100 - EROSION CONTROL

PART 1. GENERAL

1.1 Work Included

Submit KPDES Notice of Intent (NOI) and all follow-up information. Take responsibility for locating, furnishing, installing, and maintaining temporary sediment and erosion control best management practices for earth disturbing activity areas and developing a Best Management Practices (BMP) Plan using good engineering practices as required by the Kentucky Pollutant Discharge Eliminating System (KPDES) Permit. Make and record inspections of BMPs and areas as required by the KPDES Permit. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other Federal, State or Local agencies, adhere to the more restrictive laws, rules, or regulations. A template for the Contractor's use in preparing the BMP Plan is supplied in these documents.

1.2 Related Work

- A. Section 02110 - Site Clearing
- B. Section 02200 - Earth and Rock Work
- C. Section 02936 - Seeding

PART 2. PRODUCTS

Not used

PART 3. EXECUTION

As the permittee, submit the KPDES Notice of Intent (NOI) form to the Division of Water. Additionally, delegate in writing to Manager, KPDES Branch, who will have signature authority for reports. Provide the Engineer a copy of the NOI and a BMP Plan to represent and warrant compliance with the Kentucky Division of Water (KDOW) KPDES Permit, related rules, and specifications prior to starting work.

Locate, furnish, install, and maintain temporary sediment and erosion control best management practices (BMP) to represent and warrant compliance with the Clean Water Act, (33 USC Section 1251 et seq.), the 404 permit, the 401 Water Quality Certification, local government agency requirements, and other related rules and permits until the project has a formal release issued.

Provide the Engineer a copy of all weekly and rainfall event inspections as they are completed. Ensure all reports are signed by the delegated authority. Keep a current BMP Plan and all inspection records available for public inspection as required by the KPDES Permit.

These provisions survive the completion and/or termination of the contract. The following provisions must be followed:

1. Take full responsibility and make all corrections when a governmental agency or a local governmental authority finds a violation of the above noted requirements; that the BMPs are incomplete; that the BMP Plan is incomplete; or that the implementation of the BMP Plan is not being performed correctly or completely.

2. Make payment to the Owner for the full amount, within 10 Calendar Days of notification, when a governmental agency or a local governmental authority furnishes an assessment, damage judgment or finding, fine, penalty, or expense for a violation of the above noted requirements; the BMPs being incomplete; or the BMP Plan being incomplete or its implementation not being performed correctly or completely. The Owner may withhold the amount of money requested for the above from the next pay estimate and deliver that sum to the governmental agency or local governmental authority issuing the assessment, damage judgment or finding, fine, penalty or expense.

3. Indemnify and hold harmless the Department, and reimburse the Department for any assessments, damage judgment or finding, fine, penalty, or expense as a result of the failure of performing this portion of the Contract. The Owner may withhold the amount of any assessments, damage judgments or finding, fine, penalty or expense from the next pay estimate.

4. The Owner will find the Contract in default if a governmental agency or a local governmental authority furnishes a stop work order for any of the following: a violation of the above noted requirements, that the BMPs are incomplete, that the BMP Plan is incomplete, that the implementation of the BMP Plan is not being performed correctly or completely.

5. When the Owner or any government regulatory agency finds a violation of the above noted requirements, or that the BMPs are incomplete, or that the "BMP Plan is incomplete or that the implementation of the BMP Plan is not being performed correctly or completely, correct and mitigate the conditions within 48 hours of notification by the Owner or regulatory agency. Failure to correct non-compliant site conditions will result in the Owner applying a penalty of \$500 per day until corrective actions are completed.

Upon completion of the project, provide the Engineer with a copy of the submitted KPDES Notice of Termination (NOT) form. Retain all records for 2 years.

6. Maintenance of all BMPs at the site will be handled by a Contractor's employee or sub-contractor, who has been trained on construction site BMPs at workshops sponsored by the KY DOW and the Kentucky Erosion Protection and Sediment Control (KEPSC) Program. Other workers on-site will be trained in BMP installation, maintenance, and good housekeeping by this employee or sub-contractor.

These are the inspection and maintenance practices that will be used to maintain erosion and sediment controls:

- Areas at final grade will be seeded and mulched within 14 days.
- All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of being reported. This information will be logged on the SWPPP/BMP Plan.
- Silt fences will be inspected for bypassing, overtopping, undercutting, depth of sediment, tears, and to ensure attachment to secure posts. Bypasses will be repaired immediately.
- Built-up sediment will be removed from behind the silt fence before it has reached halfway up the height of the fence.
- The inlet sediment protection devices will be inspected for depth of sediment, and built-up sediment will be removed when it impairs flow into the inlet and at the end of the job.
- Diversion dikes and berms will be inspected and any breaches promptly repaired. Areas that are eroding or scouring will be repaired and re-seeded / mulched as needed.
- Temporary and permanent seeding and mulching will be inspected for bare spots, washouts, and healthy growth. Bare or eroded areas will be repaired as needed.

7. Inspection Procedures (Stormwater, Erosion, and Sediment Control Inspection Practices). Inspection of all BMPs at the site will be handled by the Contractor's qualified employee or sub-contractor, who has been trained on inspecting construction site BMPs at workshops sponsored by the KY DOW and the Kentucky Erosion Protection and Sediment Control (KEPSC) Program.

- All erosion prevention and sediment control measures will be inspected at least once each week and following any rain of one-half inch or more.
- The Contractor's erosion control inspector will train three other people who will be responsible for assisting in the inspections and installing, maintaining, and repairing the controls on the site.
- Inspection reports will be written, signed, dated, and kept on file for two years.

End of Section

SECTION 16010 - GENERAL PROVISIONS – ELECTRICAL WORK

1. GENERAL

- A. The Instructions to Bidders, General and Special Conditions, and all other contract documents shall apply to the Electrical Contractor's work as well as to each of his Sub Contractor's work. Each Contractor is directed to familiarize himself in detail with all documents pertinent to this Contract. In case of conflict between these General Provisions and the General and/or Special Conditions, the affected Contractor shall contact the Engineer for clarification and final determination.
- B. Each Contractor shall be governed by any alternates, unit prices and Addendums or other required or implied contract instrument insofar as they may affect his part of the work.
- C. The work included in this division consists of the furnishing of all labor, equipment, transportation, excavation, supplies, material and appurtenances and performing all operations necessary for the satisfactory installation of complete and operating Electrical Systems indicated on the drawings and/or specified herein.
- D. Any materials, labor, equipment or services not mentioned specifically herein which may be necessary to complete or perfect any part of the Electrical Systems in a substantial manner, in compliance with the requirements stated, implied, or intended in the drawings and specifications, shall be included as part of this Contract. With submission of bid, the Contractor shall give written notice of any materials or apparatus believed inadequate or unsuitable; in violation of laws, ordinances, rules or regulations of authorities having jurisdiction; and any necessary items of work omitted. In the absence of such written notice, it shall be understood that the Contractor has included the cost of all required items in his bid, and that he will be responsible for the approved satisfactory functioning of the entire system without extra compensations.
- E. It is not the intent of this section of the specifications (or the remainder of the contract documents) to make any Contractor, other than the General Contractor (or Construction Manager, if applicable), responsible to the Owner, Architect and Engineer. All transactions such as submittal of shop drawings, claimant of work under the various sections shall be the responsibility of the General Contractor or Construction Manager, if applicable.
- F. It is the intent of this Contract to deliver to the Owners a "like new" project once work is complete. Although plans and specifications are complete to the extent possible, it shall be responsibility of the Contractors involved to remove and/or relocate or re-attach any existing or new systems which interfere with new equipment or materials to be installed by other trades without additional cost to the Owner.
- G. In general, whenever utilities are interrupted, either deliberately or accidentally, the Contractor shall work continuously to restore said service. The Contractor shall provide tools, materials, skilled journeymen of his own and other trades as necessary and premium time as needed, all without requests for extra compensation to the Owner, unless other arrangements have been made through the Owner and Architect.

**MMRC Regional Industrial Development Authority
Proposed Classroom / Training Facility for
Post-Secondary Center of Excellence
Morehead, Kentucky**

H. Definitions:

- (1) Electrical Contractor - Any Contractor whether bidding or working independently or under the supervision of a General Contractor, that is: the one holding the Prime Contract, and/or Construction Manager and who installs any type of Electrical work, such as: power, lighting, television, telecommunications, data, fiber optic, intercom, fire detection and alarm, security, video, underground or overhead electrical, etc.
- (2) Electrical Sub-Contractor - Each or any Contractor contracted to, or employed by, the Electrical Contractor for any work required by the Electrical Contractor.
- (3) Engineer - The Consulting Mechanical-Electrical Engineers either consulting to the Owner, Architect, other Engineers, etc.
- (4) Architect - The Architect of Record for the project, if any.
- (5) Furnish - Deliver to the site in good condition.
- (6) Provide - Furnish and install in complete working order.
- (7) Install - Install equipment furnished by others in complete working order.
- (8) Contract Documents - All documents pertinent to the quality and quantity of all work to be performed on the project. Includes, but not limited to: Plans, Specifications, Addenda, Instructions to Bidders, (both General and Sub-Contractors), Unit Prices, Shop Drawings, Field Orders, Change Orders, Cost Breakdowns, Construction Manager's Assignments, Architect's Supplemental Instructions, Periodical Payment Requests, etc.

- I. Note: Any reference within these specifications to a specific entity, i.e., "Electrical Contractor" is not to be construed as an attempt to limit or define the scope of work for that entity or assign work to a specific trade or contracting entity. Such assignments of responsibility are the responsibility of the Contractor or Construction Manager that is holding the prime contract, unless otherwise provided herein.

2. INTENT

- A. It is the intention of these specifications and all associated drawings to call for finished work, tested, and ready for operation. Wherever the word "provide" is used, it shall mean "furnish and install complete and ready for use."
- B. Minor details not usually shown or specified, but necessary for the proper installation and operation, shall be included in the work, the same as if herein specified or shown.

3. ELECTRICAL DRAWINGS AND SPECIFICATIONS

**MMRC Regional Industrial Development Authority
Proposed Classroom / Training Facility for
Post-Secondary Center of Excellence
Morehead, Kentucky**

- A. The drawings are diagrammatic only and indicate the general arrangement of the systems and are to be followed insofar as possible. If deviations from the layouts are necessitated by field conditions, detailed layouts of the proposed departures shall be submitted in writing to the Engineer for approval before proceeding with the work. The Contract Drawings are not intended to show every vertical or horizontal offset which may be necessary to complete the systems. Contractors shall, however, anticipate that additional offsets may be required and submit their bid accordingly.
- B. The drawings and specifications are intended to supplement each other. No Contractor or supplier shall take advantage of conflict between them, or between parts of either, but should this condition exist, the Contractor or supplier shall request a clarification of the condition at least ten days prior to the submission of bids so that the condition may be clarified by Addendum. If such a condition arises after work is started, the interpretation of the Engineer shall be the determining factor. In all instances, unless modified in writing and agreed upon by all parties thereto, the Contract to accomplish the work shall be binding on the affected Contractor.
- C. The drawings and specifications shall be considered to be cooperative and complimentary and anything appearing in the specifications which may not be indicated on the drawings or conversely, shall be considered as part of the Contract and must be executed the same as though indicated by both.
- D. This Contractor shall make all his own measurements in the field and shall be responsible for correct fitting. He shall coordinate this work with all other branches of work in such a manner as to cause a minimum of conflict or delay.
- E. The Engineer shall reserve the right to make minor adjustments in location of conduit, fixtures, outlets, switches, etc., where he considers such adjustments desirable in the interest of concealing work or presenting a better appearance.
- F. Each Contractor shall evaluate ceiling heights called for on Architectural Plans. Where the location of Electrical equipment may interfere with ceiling heights, the Contractor shall call this to the attention of the Engineer in writing prior to making the installation. Any such changes shall be anticipated and requested sufficiently in advance so as to not cause extra work on the part of the Contractor or unduly delay the work.
- G. Should overlap of work between the various trades become evident, this shall be called to the attention of the Engineer. In such event neither trade shall assume that he is to be relieved of the work which is specified under his branch until instructions in writing are received from the Engineer.
- H. The Electrical drawings are intended to show the approximate location of equipment, materials, etc. Dimensions given in figures on the drawings shall take precedence over scaled dimensions and all dimensions whether given in figures or scaled shall be verified in the field. In case of conflict between small and large scale drawings, the larger scale drawings shall take precedence.

**MMRC Regional Industrial Development Authority
Proposed Classroom / Training Facility for
Post-Secondary Center of Excellence
Morehead, Kentucky**

- I. The Electrical Contractor and his Sub Contractors shall review all drawings in detail as they may relate to his work (structural, architectural, site survey, mechanical, etc.). Review all drawings for general coordination of work, responsibilities, ceiling clearances, wall penetration points, chase access, fixture elevations, etc. Make any pertinent coordination or apparent conflict comments to the Engineers at least ten days prior to bids, for issuance of clarification by written addendum.
- J. Where on any of the drawings a portion of the work is drawn out and the remainder is indicated in outline, or not indicated at all, the parts drawn out shall apply to all other like portions of the work. Where ornament or other detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts of the work, unless otherwise indicated.
- K. Always check ceiling heights indicated on Architectural Drawings and Schedules and insure that these heights may be maintained after all mechanical and electrical equipment is installed. If a conflict is apparent, notify the Engineer in writing for instructions.

4. SHOP DRAWINGS

- A. Each Electrical Contractor shall submit to the Architect, within thirty (30) days after the date of the Contract, eight (8) sets of shop drawings and/or manufacturer's descriptive literature on all equipment required for the fulfillment of his contract. Each shop drawing and/or manufacturer's descriptive literature shall have proper notation indicated on it and shall be clearly referenced so the specifications, schedules, light fixture numbers, panel numbers, etc., so that the Architect may readily determine the particular item the Contractor proposes to furnish. All data and information scheduled, noted or specified shall be noted in red on the submittals. The Contractor shall make any corrections or changes required and shall resubmit for final approval as outlined above. Approval of such drawings, descriptive literature and/or schedules shall not relieve the Contractor from responsibility of deviation from drawings or specifications unless they have, in writing, directed the Architect's attention to such deviations at the time of submission of drawings, descriptive literature and schedules; nor shall it relieve them from responsibility for errors of any nature in shop drawings, descriptive literature and schedules. The term "as specified" will not be accepted.
- B. If the Contractor fails to comply with the requirements set forth above, the Architect shall have the option of selecting any or all items listed in the specifications or on the drawings; and the Contractor will be required to furnish all materials in accordance with this list.
- C. It shall be noted that approval of shop drawings by the Engineer applies only to conformance with the design concept of the project and general compliance with the information given in the contract documents. In all cases, the installing Contractor alone shall be responsible for furnishing the proper quantity of equipment and/or materials required, for seeing that all equipment fits the available space in a satisfactory manner and that piping, electrical and all other connections are suitably located.
- D. The Engineer's review and approval of shop drawings, schedules or other required submittal data shall not relieve the Contractor from responsibility for: the adaptability of

**MMRC Regional Industrial Development Authority
Proposed Classroom / Training Facility for
Post-Secondary Center of Excellence
Morehead, Kentucky**

the equipment or materials to the project; compliance with applicable codes, rules, regulations; information that pertains to fabrication and installation; dimensions and quantities; electrical characteristics; and coordination of the work with all other trades involved in this project. Nor shall it relieve him from responsibility for error in shop drawings or schedules.

- E. No final rough-in, connections, etc. shall be accomplished until approved equipment shop drawings are in the hands of the Contractors concerned. It shall be each Contractor's responsibility to obtain approved shop drawings and to make all connections, etc. in the neatest and most workmanlike manner possible. Each Contractor shall coordinate with all the other Contractors having any connections, roughing-in, etc. to the equipment.
- F. All shop drawings are to be reviewed and stamped by the Contractor prior to submission to the Architect/Engineer to ensure general compliance with the specified equipment.

NOTE: Any shop drawings received without being reviewed and stamped by the Contractor shall be returned Rejected without engineering review.

- G. In accord with the provisions specified hereinbefore, shop drawings, descriptive literature and schedules shall be submitted on each of the following:
- Light Fixtures
 - Lighting Control System Equipment
 - Switchboards and panelboards
 - Disconnect Switches
 - Wiring Devices
 - Floor Boxes
 - Fire Alarm System Equipment
 - Security System Equipment

5. SPECIAL WRENCHES, TOOLS AND KEYS

- A. Each Electrical Contractor shall provide, along with the equipment provided, any special wrenches or tools necessary to dismantle or service equipment or appliances installed by him. Wrenches shall include necessary keys, handles and operators for valves, cocks, etc. and keys to electrical panels, emergency generators, the alarm pull boxes and panels, etc. At least two of any such special wrench keys, etc. shall be turned over to the Architect prior to completion of the project.

6. FIRE ALARM SHOP DRAWINGS

- A. The Contractor and equipment supplier shall submit to the Architect/Engineer, complete fire alarm system shop drawings complete with catalog cuts, descriptive literature and complete system wiring diagrams for their approval prior to submittal to the State Department of Housing, Buildings and Construction for their review and approval.
- B. Prior to installation, the Contractor and equipment supplier shall submit to the State Department of Housing, Buildings and Construction, for their review and approval, complete Fire Alarm shop drawings and specifications. The documents shall show the location and number of alarm-initiating devices and alarm notification appliances, and shall provide a description of all equipment to be used, proposed zoning, a list of auxiliary functions, (i.e. HVAC shutdown), location of the control panel and annunciator, and a complete sequence of operation for the system.
- C. **No installation of the Fire Alarm System shall be allowed until approval has been obtained from the State Department of Housing, Buildings and Construction. Any installation that has been performed prior to obtaining approval shall be the responsibility of the installing Contractor. Any rework required to repair and/or replace any part of the system already installed, in order to obtain approval from the State, shall be performed at the Contractor's expense.**

7. MAINTENANCE AND OPERATION MANUALS

- A. Upon substantial completion of the project, the Electrical Contractor shall deliver to the Engineers (in addition to the required Shop Drawings) three (3) complete copies of operation and maintenance instructions and parts lists for all equipment provided. These documents shall be at least to include:
- (1) Manufacturer's Catalog Sheets.
 - (2) Detailed operating instructions.
 - (3) Detailed maintenance instructions including preventive maintenance schedules.
 - (4) Manufacturer's Warranty Information.
 - (5) Parts list(s) along with addresses and phone numbers indicating where parts may be purchased.

8. EXAMINATION OF SITE AND CONDITIONS

- A. Each Contractor shall inform himself of all of the conditions under which the work is to be performed, the site of the work, the structure of the ground, the obstacles that may be encountered, the availability and location of necessary facilities and all relevant matters concerning the work. All Contractors shall carefully examine all Drawings and Specifications and inform themselves of the kind and type of materials to be used throughout the project and which may, in any way, affect the execution of his work.
- B. Each Contractor shall fully acquaint himself with all existing conditions as to ingress and egress, distance of haul from supply points, routes for transportation of materials, facilities and services, availability of temporary or permanent utilities, etc. His work shall cover all expenses or disbursements in connection with such matters and conditions. **Each Contractor shall verify all work shown on the drawings and conditions at the site, and shall report in writing to the Engineer ten days prior to bid, any apparent omissions or discrepancies in order that clarifications may be issued by written addendum.** No allowance is to be made for lack of knowledge concerning such conditions after bids are accepted.

9. EQUIPMENT AND MATERIALS SUBSTITUTIONS OR DEVIATIONS

- A. When any Contractor requests approval of substitute materials and/or equipment, and when under an approved formal alternate proposal, it shall be understood and agreed that such substitution, if approved, will be made without additional cost regardless of changes in connections, spacing, service, mounting, etc. In all cases where substitutions affect other trades, the Contractor offering such substitutions shall advise all such Contractors of the change and shall reimburse them for all necessary changes in their work. Any drawings, Specifications, Diagrams, etc., required to describe and coordinate such substitutions or deviations shall be professionally prepared at the responsible Contractor's expense. Special Note: Approval of Shop Drawings by the Engineer does not absolve the Contractor of this responsibility.
- B. Notwithstanding any reference in the specifications to any article, device, product, material, fixture, form, or type of construction by name, make, or catalog number, such reference shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. Each Contractor, in such cases, may, at his option, use any article, device, product, material, fixture, form, or type of construction which in the judgment of the Engineer is equivalent to that specified, provided the provisions of paragraph (A) immediately preceding are met. Substitutions shall be submitted to the Engineer a minimum of ten days prior to bid date for approval to bid in written form through addenda or other method selected by the Engineer. If prevailing laws of cities, towns, states or countries are more stringent than these specifications regarding such substitutions, then those laws shall prevail over these requirements.
- C. Wherever any equipment and material is specified exclusively only such items shall be used unless substitution is accepted in writing by the engineers.
- D. Each Contractor shall furnish along with his proposal a list of specified equipment and materials which he proposes to provide. Where several makes are mentioned in the Specifications and the Contractor fails to state which he proposes to furnish, the Engineer shall have the right to choose any of the makes mentioned without change in price.

10. SUPERVISION OF WORK

- A. Each Contractor and his Sub-Contractors shall personally supervise the work or have a competent superintendent that is approved by the Engineers on the project site at all times during progress of the work, with full authority to act for him in matters related to the project.

11. CODES, RULES, PERMITS, FEES, REGULATIONS, ETC.

- A. The Contractor shall give all necessary notices to the engineer before request for acceptance and final payment for the work.
- B. Ignorance of Codes, Rules, regulations, utility company requirements, laws, etc., shall not diminish or absolve Contractor's responsibilities to provide and complete all work in compliance with such.
- C. The Contractor shall include in the work, without extra cost to the Owner, any labor, materials, services, apparatus or drawings required in order to comply with all applicable laws, ordinances rules and regulations, whether or not shown on drawings and/or specified.
- D. All materials furnished, and all work installed shall comply with the current edition of the National Electrical Codes, National Fire Codes of the National Fire Protection Association, the requirements of local utility companies, and with the requirements of all governmental agencies or departments having jurisdiction.
- E. All material and equipment for the electrical systems shall bear the approval label, or shall be listed by the Underwriters' Laboratories, Incorporated. Listings by other testing agencies may be acceptable with written approval by the Engineer.
- F. All electrical work is to be constructed and installed in accordance with plans and specifications which have been approved in their entirety and/or reflect any changes requested by the State Fire Marshal, as applicable or required. Electrical work shall not commence until such plans are in the hands of the Electrical Contractor.
- G. The Contractor shall insure that his work is accomplished in accord with OSHA Standards and/or any other applicable government requirements.
- H. Where conflict arises between any code and the plans and/or specifications, the code shall apply except in the instance where the plans and specifications exceed the requirements of the code. Any changes required as a result of these conflicts shall be brought to the attention of the Architect at least ten working days prior to bid date, otherwise the Contractor shall make the required changes at his own expense. The provisions of the codes constitute minimum standards for wiring methods, materials, equipment and construction and compliance therewith will be required for all electrical work, except where the drawings and specifications require better materials, equipment, and construction than these minimum standards, in which case the drawings and specifications shall be the minimum standards.

12. COST BREAKDOWNS

- A. Within thirty days after acceptance of the Contract, each Contractor is required to furnish to the Architect one copy of a detailed cost breakdown on each respective area of work. These cost breakdowns shall be made on forms provided or approved by the Architect. Payments will not be made until satisfactory cost breakdowns are submitted.

13. GUARANTEES AND WARRANTIES

- A. Each Electrical Contractor shall unconditionally guarantee all equipment, apparatus, materials, and workmanship entering into this Contract to be the best of its respective kind and shall replace all parts at his own expense, which are proven defective within one year from final acceptance of the work by the Engineer. The effective date of completion of the work shall be the date of the Engineer's Certificate of Substantial Completion.
- B. Items of equipment which have longer guarantees, as called for in these specifications, such as generators, engines, batteries, transformers, etc., shall have warranties and guarantees completed in order, and shall be in effect at the time of final acceptance of the work by the Engineer. The Contractor shall present the Engineer with such warranties and guarantees at the time of final acceptance of the work. The Engineer shall then submit these warranties, etc. to the Owner. The Owner reserves the right to use equipment installed by the Contractor prior to date of final acceptance. Such use of equipment shall in no way invalidate the guarantee except that Owner shall be liable for any damage to equipment during this period due to negligence of his operator or other employee.

14. INSPECTION, APPROVALS AND TESTS

- A. Before requesting a final inspection from the Architect, each Contractor shall thoroughly inspect his installation to assure that the work is complete in every detail and that all requirements of the Contract Documents have been fulfilled. Failure to accomplish this portion of the Contract may result in charges from the Architect and/or Engineers for unnecessary and undue work on their part.
- B. The Contractor shall provide as a part of this contract electrical inspection by a competent Electrical Inspection Agency, licensed to provide such services in the State of Kentucky. The name of this agency shall be included in the list of materials of the Form of Proposal by the Contractor. All costs incidental to the provision of electrical inspections shall be borne by the Electrical Contractor.
- C. The Contractor shall advise the Inspection Agency in writing with an information copy of the correspondence to the Architect when he anticipates commencing work. Failure of the Inspection Agency to inspect the work in the stage following and submit the related reports may result in the Contractor's having to expose concealed work not so inspected. Such exposure will be at the expense of the responsible Contractor.
- D. An inspection shall be scheduled for rough as well as finished work. The rough inspection shall be divided into as many inspections as may become necessary to cover all roughing-in without fail and a report of each such inspection visit shall be submitted to the Architect and the Contractor within three days of the inspection.

- E. Approval by an Inspector does not relieve the Contractor from the responsibilities of furnishing equipment having a quality of performance equivalent to the requirements set forth in these plans and specifications. All work under this contract is subject to the inspection and approval of the Architect and/or Engineer, whose decision is binding.
- F. Before final acceptance, the Contractor shall furnish three copies of the certificates of final approval by the Electrical Inspector to the Engineer and one copy to the State Fire Marshal's Office, as applicable. Final payment for the work shall be contingent upon completion of this requirement.
- G. The Contractor shall test all wiring and connections for continuity and grounds before equipment and fixtures are connected and when indicated or required, demonstrate by Megger Test the insulation resistance of any circuit or group of circuits. Where such tests indicate the possibility of faulty insulation, locate the point of such fault, pull out the conductor at fault, replace same with new and demonstrate by further test the elimination of such fault.

15. CHANGES IN ELECTRICAL WORK

REFER TO GENERAL AND SPECIAL CONDITIONS.

16. CLAIMS FOR EXTRA COST

REFER TO GENERAL AND SPECIAL CONDITIONS.

17. SURVEYS, MEASUREMENTS AND GRADES

- A. The Contractor shall lay out his work and be responsible for all necessary lines, levels, elevations and measurements. He must verify the figures shown on the drawings before laying out the work and will be held responsible for any error resulting from his failure to do so.
- B. The Contractor shall base all measurements, both horizontal and vertical from established bench marks. All work shall agree with these established lines and levels. Verify all measurements at site and check the correctness of same as related to the work.
- C. Should the Contractor discover any discrepancy between actual measurements and those indicated, which prevents following good practice or the intent of the drawings and specifications, he shall notify the Engineer through normal channels of job communication and shall not proceed with his work until he has received instructions from the Engineer.

18. GENERAL GUIDELINES FOR SUBSURFACE ACTIVITY

- A. Each Electrical Contractor's attention is directed particularly to "Section 4.- General" this section and all other contract documents as they may apply to his work.

- B. Each Electrical Contractor shall include all excavating, filling, grading and related items required to complete his work as shown on the drawings and specified herein.
- C. Electrical distribution lines and underground telephone or TV cables shall, in no case, be placed in the same trench with sanitary, storm, domestic or fire protection water lines. Phone cable may, at the Contractor's option, and if acceptable to both utility companies, be placed in a common trench with power lines if 8" of earth separation is maintained. T.V. cable shall, in all cases, be placed in a separate trench with two feet separation from electrical power lines.
- D. Depths of bury shall be as indicated on the drawings.

19. SUBSURFACE DATA

- A. Subsurface investigations have been made and the results shown on the drawings. The information was obtained primarily for use in preparing foundation design. Each Electrical Contractor may draw his own conclusions there from. No responsibility is assumed by the Owner for subsoil quality or conditions other than at the locations and at the time investigations were made. No claim for extra compensation, or for extension of time, will be allowed on account of subsurface conditions inconsistent with the data shown.
- B. Materials to be excavated shall be unclassified, and shall include earth, rock, or any other material encountered in the excavation to the depth and extent indicated on the drawings and specified herein. No adjustment in the Contract sum will be made on account of the presence or absence of rock, shale, or other materials encountered in the excavating.

20. BENCH MARKS AND MONUMENTS

- A. Maintain carefully all bench marks, monuments and other referenced points. If disturbed or destroyed, replace as directed.

21. EXCAVATION

- A. Each Electrical Contractor shall accept the site as he finds it and remove all trash, rubbish and material from the site prior to starting excavation for his work.
- B. Excavate trenches to sufficient width and depth for proper installation of the work and where required, smooth the bottom on the trench with hand tools.
- C. The removal of rock shall be accomplished by use of hand or power tools only. Blasting shall not be permitted unless authorized in writing by the Architect. Any damage to existing structures, exterior services or rock intended for bearing, shall be corrected at the responsible Contractor's expense.
- D. Keep trenches free from water while construction therein is in progress. Under no circumstances lay conduit or cable in water. Pumping or bailing water from this Contractor's trenches, which is required during construction shall be accomplished at his expense.

- E. In no case shall excavation work be accomplished that will damage in any way the new structure, existing structures, equipment, etc. Each Contractor shall take the necessary steps to prevent flow of eroded earth by water or landslide onto the property of others, or against the structures. The repair of all such damage, or any other damage incurred in the course of excavation, shall be borne by the responsible Contractor.

22. BACKFILL

- A. Backfill shall be accomplished with clean debris free earth and the new earth tamped at 12" intervals so as to avoid earth sinks along the trench. The responsible Contractor will be required to return to the project and fill any sunken areas along the route of his work.
- B. Backfill trenches only after conduit and cable have been inspected, tested, and locations of pipe lines have been recorded on "record" drawings.
- C. The backfill below paved areas shall be brought to proper grade to receive the sub-base and paving. No paving shall be placed on uncompacted fill.
- D. The backfill below the sod (or seeded) areas shall be brought to within six inches of finished grade. The remaining six inches shall be backfilled with clean soil.

23. TEMPORARY USE OF EQUIPMENT

- A. The permanent electrical equipment, when installed, may be used for temporary services, subject to an agreement between the Contractors involved, the Owner, and with the consent of the Engineer. Should the permanent systems be used for this purpose, these Contractors shall pay for all temporary connections required and any replacements required due to damage without cost, leaving the same in "as new" condition.
- B. Permission to use the permanent equipment does not relieve the Contractors who utilize this equipment from the responsibility for any damages to the building construction and/or equipment which might result because of its use.

24. TEMPORARY SERVICES

- A. The Contractor shall arrange with the General Contractor or Construction Manager for temporary electrical and other services which he may require to accomplish his work.

25. RECORD DRAWINGS

- A. The Contractor shall insure that any deviations from the design are being recorded daily or as necessary on record drawings being maintained by the Contractor. Dimensions from fixed, visible permanent lines or landmarks shown in vertical and horizontal ways shall be utilized. The Engineer shall review the as-built documents from time to time to insure compliance with this requirement. Compliance shall be a requirement for final payment. Pay particular attention to the location of underfloor or underground exterior in-contract or utility-owned or leased service lines, main switches and other appurtenances important to the maintenance and safety of the Electrical System.

26. MATERIALS AND WORKMANSHIP

- A. All electrical equipment, materials and articles incorporated in the work shall be new and of comparable quality to that specified. All workmanship shall be first-class and shall be performed by electricians skilled and regularly employed in their respective trades. The Contractor shall determine that the equipment he proposes to furnish can be brought into the building(s) and installed within the space available. All equipment shall be installed so that all parts are readily accessible for inspection, maintenance, replacement, etc. Extra compensation will not be allowed for relocation of equipment for accessibility or for dismantling equipment to obtain entrance into the building(s).
- B. All conduit and/or conductors shall be concealed in or below walls, ceilings or floors unless otherwise noted. All fixtures, devices and wiring that are required shall be installed to make up complete systems as indicated on the drawings and specified herein.
- C. All materials, where applicable, shall bear Underwriters' Laboratories label or that of another Engineer-approved testing agency, where such a standard has been established.
- D. Each length of conduit, wireway, duct, conductor, cable, fitting, fixture and device used in the electrical systems shall be stamped or indelibly marked with the makers mark or name.
- E. All electrical equipment shall bear the manufacturer's name and address and shall indicate its electrical capacity and characteristics.
- F. All electrical materials, equipment and appliances shall conform to the latest standards of the National Electrical Manufacturers Association (NEMA) and the National Board of Fire Underwriters (NBFU) and shall be approved by the Owner's insuring agency if so required.

27. QUALIFICATIONS OF WORKMEN

- A. All electrical work shall be accomplished by qualified workmen competent in the area of work for which they are responsible. Untrained and incompetent workmen as evidenced by their workmanship shall be relieved of their responsibilities in those areas. The Engineer shall reserve the right to determine the quality of workmanship of any workman and unqualified or incompetent workmen shall refrain from work in areas not satisfactory to him. Requests for relief of a workman shall be made through the normal channels of responsibility established by the Architect or the contract document provisions.
- B. All electrical work shall be accomplished by Journeymen electricians under the direct supervision of a licensed Electrician. All applicable codes, utility company regulations, laws and permitting authority of the locality shall be fully complied with by the Contractor.
- C. Special electrical systems, such as Fire Detection and Alarm Systems, Communications Systems, Telecommunications or Data Systems, Television or Video Systems, Special Electronic Systems, Control Systems, etc., shall be installed by approved workmen normally engaged or employed in these respective trades. As an exception to this, where small amounts of such work are required and are, in the opinion of the Engineer, within the competency of workmen directly employed by the Contractor involved, they may be provided by this Contractor.

28. CONDUCT OF WORKMEN

- A. The Contractor shall be responsible for the conduct of all workmen under his supervision. Misconduct on the part of any workmen to the extent of creating a safety hazard, or endangering the lives and property of others, shall result in the prompt relief of that workman. The consumption or influence of alcoholic beverages, narcotics or illegally used controlled substances on the jobsite is strictly forbidden.

29. COOPERATION AND COORDINATION BETWEEN TRADES

- A. The Contractor is expressly directed to read the General Conditions and all detailed sections of these specifications for all other trades and to study all drawings applicable to his work, including Architectural, Mechanical and Structural Drawings, to the end that complete coordination between trades will be effected. Each Contractor shall make known to all other affected trades the intended positioning of materials and equipment and intended order of work. Coordinate all work with that of other trades and proceed with the installation in such a manner as to assure no delays to other trades. Similarly, determine the intended locations and sizes of equipment, roughing-in requirements and equipment which is to be provided by others, but is to be connected by each Electrical Contractor. Failure of the responsible Contractor to make known his needs and to determine the requirements of others will not be cause for additional compensation to correct interferences which could have been avoided by proper coordination.
- B. Each Electrical Contractor shall be responsible for coordination with the General Contractor, equipment suppliers, manufacturers, Mechanical Contractor(s), etc., to insure that necessary provisions for connections, operational switches, disconnect switches, fused disconnects, etc., for electrically operated equipment provided under other divisions of the specifications, or called for on the plans, or required by codes are made.
- C. If any discrepancies occur between accompanying drawings and these specifications and drawings and specifications covering other Contracts, each trade shall report such discrepancies to the Engineer far enough in advance so that a workable solution can be presented. No extra payment will be allowed for relocation of conduit, wireway, bus duct, conductors, equipment, etc., not installed in accordance with the above instructions, and which interfere with work and equipment of other trades.
- D. In areas where air diffusers and lighting fixtures are to be installed, the Mechanical Trades, the Electrical Trade and the General Trades shall coordinate the location of their respective construction and installations to as to provide a combined symmetrical arrangement that is acceptable to the Engineer and Architect.

30. PROTECTION OF EQUIPMENT

- A. The Contractor shall be entirely responsible for all material and equipment furnished by him in connection with his work and special care shall be taken to properly protect all parts thereof from damage during the construction period. Such protection shall be by a means acceptable to the Engineer. All roughed-in conduits shall be properly plugged or capped during construction in a manner approved by the Engineer. Equipment damaged while stored on site either before or after installation shall be repaired or replaced (as determined by the Engineer) by the responsible Contractor.

31. CONCRETE WORK

- A. The Contractor shall be responsible for the provision of all concrete work required for the installation of any of his systems or equipment. If this work is provided by another trade, it will not relieve the Electrical Contractor of his responsibilities relative to dimensions, quality of workmanship, locations, etc. In the absence of other concrete specifications, all concrete related to Electrical work shall be 3000 PSI minimum compression strength at 28 days curing and shall conform to the standards of the American Concrete Institute Publication ACI-318. Heavy equipment shall not be set on pads for at least seven days after pour.
- B. All concrete pads shall be complete with all pipe sleeves, embeds, anchor bolts, reinforcing steel, concrete, etc., as required. Pads larger than 18" in width shall be reinforced with minimum #4 round bars on 6" centers both ways. All reinforcing steel shall be per ASTM requirements, tied properly, lapped 18 bar diameters and supported appropriately up off form, slab or underlayment. Bars shall be approximately 3" above the bottom of the pad with a minimum 2" cover. All parts of pads and foundations shall be properly rodded or vibrated. If exposed parts of the pads and foundations are rough or show honeycomb after removing forms properly adhered repairs shall be made. If structural integrity is violated, the concrete shall be replaced. All surfaces shall be rubbed to a smooth finish.

Special Note: All pads and concrete lighting standard bases shall be crowned slightly in center to avoid water ponding beneath equipment.

- C. In general, concrete pads for small equipment shall extend 6" beyond the equipment's base dimensions. For large equipment with service access panels, extend pads 18" beyond base or overall dimensions to allow walking and servicing space at locations requiring service access.
- D. Exterior concrete pads shall be 4" minimum above grade and 4" below grade on a tamped 4" dense grade rock base unless otherwise noted or required by utility company. Surfaces of all foundations and bases shall have a smooth finish with three-quarter inch radius or chamfer on exposed edges, troweled or rubbed smooth. Be certain all exterior pads are crowned approximately 1/8" per foot of slope from center for drainage.

32. RESTORATION OF NEW OR EXISTING SHRUBS, PAVING, ETC.

- A. The Contractor shall restore to their original condition all paving, curbing surfaces, drainage ditches, structures, fences, shrubs, existing or new building surfaces and appurtenances, and any other items damaged or removed by his operations. Replacement and repairs shall be in accordance with good construction practice and shall match materials employed in the original construction of the item to be replaced. All repairs shall be to the satisfaction of the Engineer, and in accord with the Architect's standards for such work, as applicable.

33. MAINTENANCE OF EXISTING UTILITIES AND LINES

- A. The locations of all piping, conduits, cables, utilities and manholes existing, or otherwise, that come within the contract construction site, shall be subject to continuous

uninterrupted maintenance with no exception unless the Owner of the utilities grants permission to interrupt same temporarily, if need be. Provide one week's written notice to Engineer, Architect and Owner prior to interrupting any utility service or line. Also see Article 4. - General, this section.

- B. Known utilities and lines as available to the Engineer are shown on the drawings. However, it is additionally required that, prior to any excavation being performed, each Contractor ascertain that no utilities or lines, known or unknown, are endangered by the excavation.
- C. If the above-mentioned utilities or lines occur in the earth within the construction site, the Contractor shall first probe and make every effort to locate the lines prior to excavating in the respective area.
- D. Cutting into existing utilities and services shall be done in coordination with and as designated by the Owner of the utility. The Contractor shall work continuously to restore service(s) upon deliberate or accidental interruption, providing premium time and materials as needed without extra claim to the Owner.
- E. The Contractor shall repair to the satisfaction of the Engineer any surface or subsurface improvements damaged during the course of the work, unless such improvement is shown to be abandoned or removed.
- F. Machine excavation shall not be permitted within ten feet of existing gas or fuel lines. Hand excavate only in these areas, in accord with utility company, agency or other applicable laws, standards or regulations.
- G. Protect all new or existing lines from damage by traffic, etc. during construction.
- H. Protect existing trees, indicated to remain with fencing or other approved method. Hold all new subsurface lines outside the drip line of trees, offsetting as necessary to protect root structures. Refer to planting or landscaping plans, or in their absence, consult with the Architect.

34. CUTTING, PATCHING AND REPAIRING

- A. Each Electrical Contractor shall be responsible for all openings, sleeves, trenches, etc. that he may require in floors, roofs, ceilings, walls, etc. and shall coordinate all such work with the General Contractor and all other trades. He shall Coordinate with the General Contractor any openings which he is to provide before submitting a bid proposal in order to avoid conflict and disagreement during construction. Improperly located openings shall be reworked at the expense of the responsible Contractor.
- B. Each Electrical Contractor shall plan his work ahead and shall place sleeves, frames or forms through all walls, floors and ceilings during the initial construction, where it is necessary for conduit, bus duct, conductors, wireways, etc. to go through; however, when this is not done, this Contractor shall do all cutting and patching required for the installation of his work, or he shall pay other trades for doing this work when so directed by the Architect. Any damage caused to the buildings by the workmen of the responsible Contractor must be corrected or rectified by him at his own expense.

- C. Each Electrical Contractor shall cut holes in casework, equipment panels, etc. (if any), as required to pass pipes in and out.
- D. Each Electrical Contractor shall notify other trades in due time where he will require openings of chases in new concrete or masonry. He shall set all concrete inserts and sleeves for his work. Failing to do this, he shall cut openings for his work and patch same as required at his own expense.
- E. Openings in slabs and walls shall be cut with core drill. Hammer devices will not be permitted. Edges of trenches and large openings shall be scribe cut with a masonry saw.
- F. Cast iron sleeves shall be installed through all walls where pipe enters the building below grade. Sleeves shall be flush with each face of the wall and shall be sufficiently larger than the entering pipe to permit thorough caulking with lead and oakum between pipe and sleeve for waterproofing.
- G. In all cases, sleeves shall be at least two pipe sizes larger than nominal pipe diameter.
- H. Sleeves passing through roof or exterior wall or where there is a possibility of water leakage and damage shall be caulked water tight for horizontal sleeves and flashed and counter-flashed with lead (4 lb.) or copper and soldered to the piping, lapped over sleeve and properly weather sealed.
- I. All rectangular or special shaped openings in plaster, stucco or similar materials including gypsum board shall be framed by means of plaster frames, casing beads, wood or metal angle members as required. The intent of this requirements is to provide smooth even termination of wall, floor and ceiling finishes as well as to provide a fastening means for lighting fixtures, panels, etc. Lintels shall be provided where indicated over all openings in bearing walls, etc.
- J. No cutting is to be done at points or in a manner that will weaken the structure and unnecessary cutting must be avoided. If in doubt, contact the Architect.
- K. Each Electrical Contractor shall be responsible for properly shoring, bracing, supporting, etc. any existing and/or new construction to guard against cracking, settling, collapsing, displacing or weakening while openings are being made. Any damage occurring to the existing and/or new structures, due to failure to exercise proper precautions or due to action of the elements, shall be promptly and properly made good to the satisfaction of the Architect.
- L. All work improperly done or not done at all as required by the Electrical trades in this section will be performed by the General Contractor at the direction of the Contractor whose work is affected. The cost of this work shall be paid for by the Contractor responsible.

35. SMOKE AND FIRE PROOFING

- A. The Contractor shall not penetrate rated fire walls, ceilings or floors with conduit, cable, bus duct, wireway or other raceway system unless all penetrations are protected in a code compliant manner which maintains the rating of the assembly. Smoke and firestop all openings made in walls, chases, ceiling and floors. Patch all openings around conduit, wireway, bus duct, cable tray, etc., with appropriate type material to smoke stop walls and provide needed fire rating at fire walls and floors.
- B. Smoke and fire proofing materials and method of application shall be approved by the local authority having jurisdiction. Submit shop drawings to Engineer for approval on materials to be used and method of installation.
- C. Provide firestop systems that are produced and installed to resist the spread of fire according to requirements indicated, resist passage of smoke and other gasses, and maintain original fire-resistance rating of construction assembly.
- D. Provide firestop systems with F-ratings, and T-ratings, indicated, as determined per ASTM E814, but not less than that equaling or exceeding fire-resistance ratings of the construction assembly.

36. QUIET OPERATION, SUPPORTS, VIBRATION AND OSCILLATION

- A. All work shall operate under all conditions of load without any objectionable sound or vibration, the performance of which shall be determined by the Engineer. Noise from moving machinery or vibration noticeable outside of room in which it is installed, or annoyingly noticeable noise or vibration inside such room, will be considered objectionable. Sound or vibration conditions considered objectionable by the Engineer shall be corrected in an approved manner by the Contractor (or Contractors responsible) at his expense.
- B. All equipment subject to vibration and/or oscillation shall be mounted on vibration supports suitable for the purpose of minimizing noise and vibration transmission, and shall be isolated from external connections such as piping, ducts, etc., by means of flexible connectors, vibration absorbers or other approved means. Surface mounted equipment such as panels, switches, etc., shall be affixed tightly to their mounting surface.
- C. The Contractor shall provide supports for all equipment furnished by him using an approved vibration isolating type as needed. Supports shall be liberally sized and adequate to carry the load of the equipment and the loads of attached equipment, piping, etc. All equipment shall be securely fastened to the structure either directly or indirectly through supporting members by means of bolts or equally effective means. No work shall depend from the supports or work of unrelated trades unless specifically authorized in writing by the Architect or Engineer.

37. FINAL CONNECTIONS TO EQUIPMENT

- A. The roughing-in and final connections to all electrically operated equipment furnished under this and all other sections of these specifications, or by others, shall be included in the Contract and shall consist of furnishing all labor and materials for connection. The

Contractor shall carefully coordinate with equipment suppliers, manufacturer representatives, the vendor or other trades to provide complete electrical and dimensional interface to all such equipment (kitchen, hoods, mechanical equipment, panels, refrigeration equipment, Owner's equipment, etc.).

38. WELDING

- A. The Contractor shall be responsible for quality of welding done by his organization and shall repair or replace any work not done in accordance with the Architect's or structural Engineer's specifications for such work. If required by the Engineer, the responsible Contractor shall cut at least three welds during the job for X-raying and testing via an Engineer-approved method. These welds are to be selected at random and shall be tested as a part of the responsible Contractor's work. Certification of these tests and X-rays shall be submitted, in triplicate, to the Engineer. In case a faulty weld is discovered, the Contractor shall be required to furnish additional tests until satisfactory results are obtained.

39. ACCESSIBILITY

- A. The Contractor shall be responsible for the sufficiency of the size of shafts and chases, the adequate clearance in double partitions and suspended ceilings for the proper installation of his work. He shall cooperate with the General Contractor (or Construction Manager) and all other Contractors whose work is in the same space, and shall advise each Contractor of his requirements. Such spaces and clearances shall, however, be kept to the minimum size required to ensure adequate clearance and access.
- B. The Contractor shall locate all equipment which must be serviced, operated, or maintained in fully accessible positions. Equipment shall include but not be limited to junction boxes, pull boxes, contactors, panels, disconnects, controllers, switchgear, etc. Minor deviations from drawings may be made to allow for better accessibility, and any change shall be approved where the equipment is concealed.
- C. Each Contractor shall provide the access panels for each concealed junction box, pull box, fixtures or electrical device requiring access or service as shown on Engineer's plans or as required. Locations of these panels shall be identified in sufficient time to be installed in the normal course of work. All access panels shall be installed in accord with the Architect's standards for such work.
- D. Access Doors; in Ceilings or Walls:
- (1) Manufacturers: Titus, Kreuger, Milcor or approved equivalent.
 - (2) Installation in mechanical, electrical, or service spaces:
14 gauge aluminum brushed satin finish, 1" border.
 - (3) Installation in finished areas:
14 gauge primed steel with 1" border to accept the architectural finishes specified for the space. Confirm these provisions with the Architect prior to obtaining materials or installing any such work.

40. ELECTRICAL CONNECTIONS

- A. The Electrical Contractor shall furnish and install all wiring except: (1) temperature control wiring; (2) equipment control wiring; and (3) interlock wiring. All of this type of wiring shall be provided by the supplier or installer of the equipment it serves. The Electrical Contractor shall furnish and install all power wiring complete from power source to motor or equipment junction box, including power wiring through starters. The Electrical Contractor shall install all starters not factory mounted on equipment. Unless otherwise noted, the supplier of equipment shall furnish starters with the equipment. Also refer to Division 15 of Specifications, shop drawings and equipment schedules for additional information.
- B. The Division 15 Mechanical Contractor(s) shall, regardless of voltage, furnish and install all temperature control wiring and conduit and all interlock wiring, and equipment control wiring and conduit for the equipment that the Mechanical Contractor furnishes. All such conduit and raceway installations shall be provided in accord with these Division 16 requirements.
- C. After all circuits are completed and energized, the Electrical Contractor shall be responsible for all power wiring. All control wiring shall be the responsibility of the Mechanical Contractor. Motors and equipment shall be provided for current characteristics as shown on the drawings.

41. MOTORS

- A. Each motor shall be provided by the equipment supplier or manufacturer with conduit terminal box, adequate starting and internal thermal overload protective equipment as specified or required. The capacity shall be sufficient to operate associated driven devices under all conditions of operation and load and without overload, and at least of the horsepower indicated or specified. Each motor shall be selected for quiet operation, maximum efficiency and lowest starting KVA per horsepower as applicable. Also, see Division 15 of Specifications for further requirements and scheduled sizes.

42. CUTTING AND PATCHING

- A. Unless otherwise indicated or specified, each Contractor shall provide his own cutting and patching necessary to install the work specified in this Division. Patching shall match adjacent surfaces to the satisfaction of the Engineer and shall be in accord with the Architect's standards for such work, as applicable.
- B. No structural members shall be cut without the approval of the Engineer and all such cutting shall be done in a manner directed by him.

43. SLEEVES AND PLATES

- A. Each Contractor shall provide and locate all sleeves and inserts required for his work before the floors and walls are built, or shall be responsible for the cost of cutting and patching required where sleeves and inserts were not installed, or where incorrectly located. Each Contractor shall do all drilling required for the installation of his hangers. Drilling of anchor holes may be prohibited in post-tensioned concrete construction, in

which case the Contractor shall request approved methods from the Architect and shall carefully coordinate setting of inserts, etc., with the Structural Engineer and/or Architect.

- B. Sleeves shall be provided for all electrical conduit passing thru concrete floor slabs and concrete, masonry, tile and gypsum wall construction. Sleeves shall not be provided for piping running embedded in concrete or insulating concrete slabs on grade, unless otherwise noted.
- C. Where sleeves are placed in exterior walls below grade, the space between the pipe or conduit and the sleeves shall be packed with oakum and lead, mechanical waterstop or other approved material and made completely water tight by a method approved by the Engineer and/or Architect.
- D. Where conduit motion due to expansion and contraction will occur, make sleeves of sufficient diameter to permit free movement of pipe. Check floor and wall construction finishes to determine proper length of sleeves for various locations; make actual lengths to suit the following:
 - (1) Terminate sleeves flush with walls, partitions and ceiling.
 - (2) In areas where pipes are concealed, as in chases, terminate sleeves flush with floor.
 - (3) In all areas where pipes are exposed, extend sleeves ¼ inch above finished floor, except in rooms having floor drains, where sleeves shall be extended ¾ inches above floor.
- E. Sleeves shall be constructed of 24-gauge galvanized sheet steel with lock seam joints for all sleeves set in concrete floor slabs terminating flush with the floor. All other sleeves shall be constructed of galvanized steel pipe unless otherwise indicated on the drawings.
- F. Fasten sleeves securely in floors, walls, so that they will not become displaced when concrete is poured or when other construction occurs around them. Take precautions to prevent concrete, plaster or other materials being forced into the space between pipe and sleeve during construction. Fire and smoke stop all sleeves in a manner approved by the local authority having jurisdiction or per prevailing codes. Submit shop drawings for approval to the Engineer and/or Architect on the proposed materials and methods.

44. WEATHERPROOFING

- A. Where any work pierces waterproofing, including waterproof concrete, the method of installation shall be as approved by the Architect and/or Engineer before work is done. The Contractor shall furnish all necessary sleeves, caulking and flashing required to make openings absolutely watertight.
- B. Wherever work penetrates roofing, it shall be done in a manner that will not diminish or void the roofing guarantee or warranty in any way. Coordinate all such work with the roofing installer.

45. OPERATING INSTRUCTIONS

- A. Upon completion of all work and all tests, each Contractor shall furnish the necessary skilled labor and helpers for operating his systems and equipment for a period of three days of eight hours each, or as otherwise specified. During this period, instruct the Owner or his representative fully in the operations, adjustment, and maintenance of all equipment furnished. Give at least one week's written notice to the Owner, Architect and Engineer in advance of this period. The Engineer may attend any such training sessions or operational demonstrations. The Contractor shall certify in writing to the Engineer that such demonstrations have taken place, noting the date, time and names of the Owner's representative that were present.
- B. Each Contractor shall furnish three complete bound sets for approval to the Engineer of typewritten and/or blueprinted instructions for operating and maintaining all systems and equipment included in this contract. All instructions shall be submitted in draft, for approval, prior to final issue. Manufacturer's advertising literature or catalogs will not be acceptable for operating and maintenance instructions.
- C. Each Contractor, in the above mentioned instructions, shall include the maintenance schedule for the principal items of equipment furnished under this contract and a detailed, easy to read parts list and the name and address of the nearest source of supply.

46. SCAFFOLDING, RIGGING AND HOISTING

- A. Each Contractor shall furnish all scaffolding, rigging, hoisting, and services necessary for erection and delivery into the premises of any equipment and apparatus furnished. Remove same from premises when no longer required.

47. CLEANING

- A. Each Contractor shall, at all times, keep the area of his work presentable to the public and clean of rubbish caused by his operations; and at the completion of the work, shall remove all rubbish, all of his tools, equipment, temporary work and surplus materials, from and about the premises, and shall leave the work clean and ready for use. If the Contractor does not attend to such cleaning immediately upon request, the Engineer may cause cleaning to be done by others and charge the cost of same to the responsible Contractor. Each Contractor shall be responsible for all damage from fire which originates in, or is propagated by, accumulations of his rubbish or debris.
- B. After completion of all work and before final acceptance of the work, each Contractor shall thoroughly clean all equipment and materials and shall remove all foreign matter such as grease, dirt, plaster, labels, stickers, etc., from the exterior of materials, equipment and all associated fabrication. Pay attention to finished area surfaces such as lighting fixture lenses, lamps, reflectors, panels, etc.

48. PAINTING

- A. Each fixture device, panel, junction box, etc., that is in a finished area shall be provided with finish of color and type as selected or approved by the Architect or Engineer. If custom color is required, it shall be provided at no additional cost to the Owner. All other equipment, fixtures or devices located in finished or unfinished areas, that are not required to have or are provided with finish color or coating shall be provided in a prime painted condition, ready to receive finish paint or coating. All galvanized metal in

finished areas shall be properly prepared with special processes to receive finish paint as directed and approved by the Architect.

49. INDEMNIFICATION

- A. The Contractor shall hold harmless and indemnify the Engineer, employees, officers, agents and consultants from all claims, loss, damage, actions, causes of actions, expense and/or liability resulting from, brought for, or on account of any personal injury or property damage received or sustained by any person, persons, (including third parties), or any property growing out of, occurring, or attributable to any work performed under or related to this contract, resulting in whole or in part from the negligence of the Contractor, any subcontractor, any employee, agent or representative.

50. CONTRACTOR'S USE OF ENGINEER'S CADD FILES

It is understood that the Contractor may wish to obtain the Engineer's computer-generated drawings for use in preparation of Shop Drawings. If this permission is granted, then the Contractor must conform to the following understanding:

- (1) The Data contained in the files are part of the Engineer's instrument of service and shall not be used for any purposes other than a convenience in the preparation of shop drawings for the referenced project. Any firm being granted the use of these files shall agree to make no claim and hereby waive any claim or cause of action against Engineers that may result from the use of these electronic files. Furthermore, your firm shall indemnify and hold the Engineer harmless against all damages, liabilities or costs, including attorney's fees and defense costs arising from or resulting from your use of these files.
- (2) These electronic files are not the construction documents and may differ from the Contract Documents. The Engineer will make no representation regarding the accuracy or completeness of the electronic files transmitted. By use of these files, the Contractor is not relieved of the required duty to fully comply with the signed and sealed Contract Document, and all noted Addenda.
- (3) The electronic drawings are diagrammatic in nature and are not to be considered as being dimensionally accurate. The responsibility of the Contractor to determine, set, check, confirm and coordinate all dimensions, take field measurements, verify field conditions, and coordination of work with other contractors is not relieved by usage of these files.
- (4) Under no circumstances shall delivery of the electronic files to any firm be deemed a sale of the drawings by the Engineer's, and no warranties are made, either expressed or implied, of these files as to their fitness for any particular purpose. In no event shall the Engineers be liable for any loss of profit or any consequential damages because of the use of the electronic files.

END OF SECTION

COMPLIANCE STATEMENT

This statement relates to a proposed contract with _____

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I have, have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I have, have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

3. I have, have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, I have, have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): (See Reverse).

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays the valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, may 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$ 10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date _____

(Signature of Bidder or Prospective Contractor)

Address (including Zip Code)

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(name)

(date)

(title)

oOo

ATTACHMENT TO AIA DOCUMENT A201-2007, *General Conditions of the Contract for Construction*

The provisions of this attachment shall delete, modify and supplement the provisions contained in the "*General Conditions of the Contract for Construction*," AIA Document A201-2007 Edition. The provisions contained in this attachment will supersede any conflicting provisions of the AIA Document. The term "Agency," as used in this Attachment, shall mean the United States of America, acting through the United States Department of Agriculture.

ARTICLE 1, GENERAL PROVISIONS

Add the following subparagraph:

1.2.4 Concurrence of the Contract by the Agency is required before it is effective.

ARTICLE 2, OWNER

Delete subparagraph 2.2.5 and substitute the following:

2.2.5 The Contractor will be furnished, free of charge, _____ copies of the Drawings and Projects Manuals necessary for execution of the Work. Additional copies will be available from the Architect at the cost of reproduction and handling.

ARTICLE 4, ARCHITECT

Add the following to subparagraph 4.1.1:

The term "Architect" means the Architect, or the Engineer when the nature of the work is within the authority granted engineers by the State licensure law, or an authorized representative of the Architect or Engineer.

ARTICLE 5, SUBCONTRACTORS

Add the following to subparagraph 5.2.2:

The Contractor shall not contract with any party who is suspended or debarred by any Federal government agency from participating in Federally assisted construction projects

or to whom the Owner or the Architect has made reasonable and timely objection.

ARTICLE 7, CHANGES IN THE WORK

Delete the words ", Construction Change Directive" from subparagraph 7.1.1.

Insert the words ", Agency " after the word "Owner," and delete the words "; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor" in subparagraph 7.1.2.

Delete the words "Construction Change Directive" from subparagraph 7.1.3.

Delete subparagraph 7.2.1 and substitute the following:

7.2.1 A Change Order is a written order to the Contractor utilizing Form RD 1924-7, "Contract Change Order," or AIA G-701 signed by the Owner, Architect, Contractor, and the Agency representative. It is issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. The Contractor's signing of a Change Order indicates complete agreement therein.

Add subparagraph 7.2.2:

7.2.2 Methods used in determining adjustments to the Contract Sum may include any of the following:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluating.

- .2 Unit prices stated in the Contract Documents
or subsequently agreed upon.

Add the following sentence to paragraph 7.3: "A Construction Change Directive may be used only for a change in response to an emergency as described in paragraph 10.4.

ARTICLE 8, TIME

Add the following subparagraphs:

8.2.4 The Notice to Proceed shall be issued within twenty (20) calendar days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement of the Owner and Contractor, with the concurrence of the Agency. If the Notice to Proceed has not been issued within the twenty (20) calendar day period or within the period mutually agreed, the Contractor may terminate the Agreement without further liability on the part of either party.

8.3.4 As outlined in Article 3 of the Agreement, the Contractor agrees to pay liquidated damages to the Owner for each calendar day the Contractor shall be in default.

ARTICLE 9, PAYMENTS AND COMPLETION

Delete clause 9.3.1.1 and substitute the following:

9.3.1.1 Work performed and materials supplied under a Change Order may be included for payment only after the Change Order has been approved by all appropriate parties, including the Agency.

Add the words ", using AIA Document 702, 'Application and Certificate for Payment' or Form RD 1924-18, 'Partial Payment Estimate'," after "Certificate for Payment" in subparagraph 9.4.1.

Add the following subparagraph:

9.6.8 No progress payments will be made that deplete the retainage, nor place in escrow any funds that are required for retainage, nor invest the retainage for the benefit of the Contractor. Retainage will not be adjusted until after construction is substantially complete.

Replace the word "seven" with the words "fifteen (15)" in the first sentence, third line of subparagraph 9.7.

Delete subparagraph 9.8.5, after the first sentence, and substitute the following:

9.8.5 When the Work has been substantially completed, except for Work which cannot be completed because of weather conditions, lack of materials or other reasons, which, in the judgment of the Owner, are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the Work still to be completed. Provide a copy of the Certificate to the Agency.

Delete subparagraphs 9.9.1 through 9.9.3 and substitute the following:

9.9.1 The Contractor agrees to the use and occupancy of a portion or unit of the Project before formal acceptance by the Owner under the following conditions:

.1 A "Certificate of Substantial Completion" shall be prepared and executed as provided in subparagraph 9.8.4, except that when, in the opinion of the Architect, the Contractor is chargeable with unwarranted delay in completing the Work or other Contract requirements, the signature of the Contractor will not be required. The Certificate of Substantial Completion shall be accompanied by a written endorsement of the Contractor's insurance carrier and surety permitting occupancy by the Owner during the remaining period of the Project Work. Occupancy and use by the Owner shall not commence until authorized by public authorities having jurisdiction over the Work.

- .2 Occupancy by the Owner shall not be construed by the Contractor as being an acceptance of that part of the Project to be occupied.
- .3 The Contractor shall not be held responsible for any damage to the occupied part of the Project resulting from the Owner's occupancy.
- .4 Occupancy by the Owner shall not be deemed to constitute a waiver of existing claims in behalf of the Owner or Contractor against each other.
- .5 If the Project consists of more than one building, and one of the buildings is to be occupied, the Owner, prior to occupancy of that building, shall secure permanent property insurance on the building to be occupied and necessary permits which may be required for use and occupancy.

9.9.2 With the exception of clause 9.9.1.5, use and occupancy by the Owner prior to Project acceptance does not relieve the Contractor of responsibility to maintain all insurance and bonds required of the Contractor under the Contract Documents until the Project is completed and accepted by the Owner.

Delete the second and third sentences of subparagraph 9.10.2.

ARTICLE 11, INSURANCE AND BONDS

Replace the words "the Contract Documents" with the words "subparagraph 11.1.5" in the first sentence of subparagraph 11.1.2.

Add the following subparagraph:

11.1.5. Insurance shall be:

- .1 Written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate

for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident, or

- .2 Written with a combined bodily injury and damage liability of not less than \$700,000 per occurrence; and with an aggregate of not less than \$700,000 per occurrence.

Modify the first sentence of subparagraph 11.3.1 as follows:

11.3.1 Delete "Unless otherwise provided, the Owner" and substitute "The Contractor".

Add the following sentences to the end of subparagraph 11.3.1

The policy shall name as the insured the Contractor and the Owner. If the Owner is damaged by the failure of the Contractor to purchase and maintain such insurance without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs attributable thereto.

Insert the word "Owner" after the words "protect the interests of the" in the second sentence of subparagraph 11.3.1.2.

Add the following sentence to the end of subparagraph 11.3.6:

The provisions of this subparagraph shall apply to the Contractor if the Contractor purchases and maintains said insurance coverage.

Delete subparagraph 11.3.7 in its entirety.

Delete subparagraph 11.4.1 and substitute the following:

11.4.1 The Contractor shall furnish the Owner bonds covering faithful performance of the Contract and payment of obligations arising thereunder within ten (10) calendar days after receipt of the Notice of Award. The surety company executing the bonds must hold a certificate of authority as an acceptable surety on Federal bonds as listed in Treasury Circular 570, and be authorized to transact business in the State where the Project is located. The bonds (using the forms included in the Bidding Documents) shall each be equal to the amount of the Contract Sum. The cost of these bonds shall be included in the Contract Sum

Add the following subparagraphs:

11.4.1.1 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current power of attorney.

11.4.1.2 If at any time a surety on any such bond is declared bankrupt or loses its right to do business in the State in which the work is to be performed or is removed from the list of surety companies accepted on Federal Bonds, the Contractor shall within ten (10) calendar days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums of such bond shall be paid by any Contractor. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

ARTICLE 13, MISCELLANEOUS PROVISIONS

Add the following paragraphs:

13.8 LANDS AND RIGHTS-OF WAY

13.8.1 Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the execution and completion of work to be performed under this contract.

13.9 EQUAL OPPORTUNITY REQUIREMENTS

Non-discrimination in Employment by Federally Assisted Construction Contractors, by Executive Order 11246.

13.9.1 This section summarizes Executive Order 11246, which prohibits employment discrimination and requires employers holding non-exempt Federal contracts and subcontracts and federally-assisted construction contracts and subcontracts in excess of \$10,000 to take affirmative action to ensure equal employment opportunity without regard to race, color, religion, sex, or national origin. The Executive Order requires, as a condition for the approval of any federally assisted construction contract, that the applicant incorporate nondiscrimination and affirmative action clauses into its non-exempt federally assisted construction contracts.

13.9.2 Executive Order 11246, is administered and enforced by the Office of Federal Contract Compliance Programs (OFCCP), an agency in the U.S. Department of Labor's Employment Standards Administration. OFCCP has issued regulations at 41 CFR chapter 60 implementing the Executive Order. The regulations at 41 CFR part 60-4 establish the procedures which the Agency, as an administering agency, must follow when making grants, contracts, loans, insurance or guarantees involving federally assisted construction which is not exempt from the requirements of Executive Order 11246. The regulations which apply to Federal or federally assisted construction contractors also are published at 41 CFR part 60-4.

13.9.3 OFCCP has established numerical goals for minority and female utilization in construction work. The goals are expressed in percentage terms for the contractor's aggregate workforce in each trade. OFCCP has set goals for minority utilization based on the percentage of minorities in the civilian labor force in the relevant area. There is

a single nationwide goal of 6.9 percent for utilization of women. The goals apply to all construction work in the covered geographic area, whether or not it is federal, federally assisted or non-federal. A notice advises bidders of the applicable goals for the area where the project is to be located.

13.9.4 Application. This section applies to all of a construction contractor's or subcontractor's employees who are engaged in on-site construction including those construction employees who work on a non-Federal or non-Federally assisted construction site.

13.9.4.1 Agency officials will notify the appropriate Regional Director of OFCCP that an Agency financed construction contract has been awarded, and that the equal opportunity clauses are included in the contract documents.

13.9.4.2 The Regional Director, OFCCP-DOL, will enforce the non-discrimination requirements of Executive Order 11246.

13.9.5 The prospective contractor or subcontractor must comply with the Immigration Reform and Control Act of 1986, by completing and retaining Form I-9, "Employment Eligibility Verification," for employees hired. This form is available from the Immigration and Naturalization Service, and Department of Justice.

13.9.6 The prospective contractor or subcontractor must submit Form RD 400-6, "Compliance Statement," to the applicant and an Agency official as part of the bid package, prior to any contract bid negotiations and comply with the Executive Order 11246 as stated in the contract documents.

13.10 STATUTES

13.10.1 The Contractor and each Subcontractor shall comply with the following statutes (and with regulations issued pursuant thereto, which are incorporated herein by reference):

13.10.1.1 Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). This Act provides that each Contractor shall be prohibited from inducing, by any means, any person in connection with construction to give up any part of the compensation to which the person is otherwise entitled.

13.10.1.2 Clean Air Act (42 U.S.C. 7414), section 114, and Water Pollution Control Act (33 U.S.C. 1813), section 308. Under Executive Order 11738 and Environmental Protection Agency (EPA) regulations 40 C.F.R. part 15, all Contracts in excess of \$100,000 are required to comply with these Acts. The Acts require the Contractor to:

- .1 Notify the Owner of the receipt of any communication from EPA indicating that a facility to be utilized in the performance of the Contract is under consideration to be listed on the EPA list of Violating Facilities.
- .2 Certify that any facility to be utilized in the performance of any nonexempt Contractor or Subcontractor is not listed on the EPA list of Violating Facilities as of the date of the Contract Award.
- .3 Include or cause to be included the above criteria and requirements of paragraphs .1 and .2 in every nonexempt subcontract, and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

13.10.1.3 Restrictions on Lobbying (Public Law 101-121, section 319) as supplemented in Department of Agriculture regulations (7 CFR part 3018). This statute applies to the recipients of contracts or subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, the Contractor must complete a certification form on lobbying activities related to the specific Federal loan or grant that is a funding source for this contract. The certification and disclosure forms shall be provided by the Owner.

13.11 RECORDS

13.11.1 If the Contract is based on a negotiated Bid, the Owner, the Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are pertinent to a specific Federal loan program for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor shall maintain records for at least three years after the Owner makes final payment and all other pending matters are closed.

13.12 ENVIRONMENTAL REQUIREMENTS

13.12.1 Mitigation Measures - The contractor shall comply with applicable mitigation measures established in the environmental assessment for the project. These may be obtained from the Agency representative.

13.12.2 The Contractor, when constructing a Project involving trenching, excavating, or other earth moving activity, shall comply with the following environmental constraints:

13.12.2.1 Endangered Species, Historic Preservation, Human Remains and Cultural Items, Hazardous Materials, and Paleontology - Any excavation or other earth moving activity by the Contractor that provides evidence of the presence of endangered or threatened species or their critical habitat, uncovers a historical or archaeological artifact, human remains or cultural items, hazardous materials, a fossil or other paleontological materials will require the Contractor to:

- .1 Temporarily stop work;
- .2 Provide immediate notice to the Architect and the Agency, and in the case of potentially hazardous materials, provide immediate notice to local first responders and take such measures as necessary to protect the public and workers;
- .3 Take reasonable measures as necessary to protect the discovered materials or protected resource;
- .4 Abide by such direction as provided by the Agency, or Agencies responsible for resource protection or hazardous materials management; and
- .5 Resume work only upon notice from the Architect and the Agency.

13.12.3 Lead-Based Paint - The Contractor and Owner shall comply with applicable Agency requirements of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821), and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851) for rehabilitation work on residential property built prior to 1978.

13.13 DEBARMENT AND SUSPENSION

13.13.1 The Contractor shall comply with the requirements of 7 CFR part 3017, which pertains to the debarment or suspension of a person from participating in a Federal program or activity.

ARTICLE 15 CLAIMS AND DISPUTES

Add the words "may be" after "on the parties but" in the last sentence of subparagraph 15.2.5.

Replace the word "shall" with the word "may" in the first sentence, first occurrence of subparagraph 15.3.2

15.4.1.2 The arbitrators will select a hearing location as close to the Owner's locale as possible.

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Rural Development Supplemental General Conditions

The provisions of the Rural Development Supplemental General Conditions as described herein change, amend, or supplement the General Conditions and shall supersede any conflicting provisions of this CONTRACT. All provisions of the General Conditions which are not changed, amended, or supplemented, remain in full force.

- | | |
|-------------------------------------|--|
| 1. CONTRACT APPROVAL | 9. SMALL, MINORITY AND WOMEN'S
BUSINESSES |
| 2. CONTRACT CHANGE ORDERS | 10. ANTI-KICKBACK |
| 3. PARTIAL PAYMENT ESTIMATES | 11. VIOLATING FACILITIES |
| 4. CONFLICT OF INTEREST | 12. STATE ENERGY POLICY |
| 5. PROTECTION OF LIVES AND PROPERTY | 13. EQUAL OPPORTUNITY REQUIREMENTS |
| 6. REMEDIES | 14. CERTIFICATE OF OWNER'S ATTORNEY |
| 7. GRATUITIES | 15. RURAL DEVELOPMENT CONCURRENCE |
| 8. AUDIT AND ACCESS TO RECORDS | |

1. Contract Approval.

1.1 The OWNER and the CONTRACTOR will furnish the OWNER'S Attorney such evidence as required so that the OWNER'S Attorney can complete and execute "Certificate of Owner's Attorney" (Section 14) before the OWNER submits the executed Contract Documents to Rural Development for approval.

1.2 Concurrence by the Rural Development State Director or designee in the award of the CONTRACT is required before it is effective and the "Rural Development Concurrence" (Section 15), shall be attached and made a part of the Agreement.

1.3 When a Performance BOND and Payment BOND are provided, the United States acting through Rural Development will be named as co-obligee in these BONDS unless prohibited by State law. Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

1.4 This CONTRACT is expected to be funded in part with funds from the Rural Development. Neither the United States nor any of its departments, agencies, or employees is or will be a party to this CONTRACT or any SUBCONTRACT.

2. Contract Change Orders.

2.1 All changes affecting the project's construction cost or modifications of the terms or conditions of the contract must be authorized by means of a written contract change order which is mutually agreed to by the OWNER and CONTRACTOR and is approved by Rural Development. The contract change order will include extra work, work for which quantities have been altered from those shown in the bidding schedule, as well as decreases or increases in the quantities of installed units which are different than those shown in the bidding schedule because of final measurements. All changes must be recorded on a contract change order before they can be included in a partial payment estimate.

2.2 Form RD 1924-7, "Contract Change Order" or similar form approved by Rural Development shall be used to record CONTRACT changes. (Revised 5-12-87, SPECIAL PN.)

2.3 When the CONTRACT sum is, in whole or in part, based on unit prices, the OWNER reserves the right to increase or decrease a unit price quantity as may be deemed reasonable or necessary in order to complete the work contemplated by this CONTRACT.

3. Partial Payment Estimates.

3.1 Form RD 1924-18, "Partial Payment Estimate," or similar form approved by Rural Development shall be used when periodic payments due the CONTRACTOR. (Revised 5-12-87, SPECIAL PN.)

3.2 The OWNER may after consultation with the ARCHITECT/ENGINEER withhold or, on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the OWNER from loss on account of:

3.2.1 Defective work not remedied.

3.2.2 Claims filed.

3.2.3 Failure of CONTRACTOR to make payments properly to subcontractors or suppliers.

3.2.4 A reasonable doubt that the WORK can be completed for the balance then unpaid.

3.2.5 Damage to another CONTRACTOR.

3.2.6 Performance of WORK in violation of the terms of the CONTRACT DOCUMENTS.

3.3 Where WORK on unit price items is substantially complete but lacks testing, clean-up and/or corrections, amounts shall be deducted from unit prices in partial payment estimates to amply cover such testing, clean-up and/or corrections.

3.4 When the items in 3.2 and 3.3 are cured, payment shall be made for amounts withheld because of them.

3.5 Payments will not be made that would deplete the retainage nor place in escrow any funds that are required for retainage nor invest the retainage for the benefit of the CONTRACTOR.

4. Conflict of Interest.

4.1. Unacceptable bidders. An ENGINEER or ARCHITECT (individual or firm including persons they employ) who has prepared plans and specifications will not be considered an acceptable bidder. Any firm or corporation in which such ENGINEER or ARCHITECT (including persons they employ) is an officer, employee, or holds or controls a substantial interest will not be considered an acceptable bidder. Contracts or purchases by the CONTRACTOR shall not be awarded or made to a supplier or manufacturer if the ENGINEER or ARCHITECT (firm or individual) who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Bids will not be awarded to firms or corporations which are owned or controlled wholly or in part by a member of the governing body of the OWNER or to an individual who is such a member.

4.2. The OWNER'S officers, employees, or agents shall not engage in the award or administration of this CONTRACT if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of their immediate family; (c) their partner or (d) an organization which employs, or is about to employ, any of the above baa financial or interest in the CONTRACTOR. The OWNER'S officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the CONTRACTOR or subcontractor.

5. Protection of Lives and Property

5.1 In order to protect the lives and health of its employees under the CONTRACT, the CONTRACTOR shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any State Safety and Health agency requirements.

5.2 The CONTRACTOR alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

6. Remedies. Unless otherwise provided in this CONTRACT, all claims, counterclaims, disputes, and other matters in question between the OWNER and

the CONTRACTOR arising out of or relating to this CONTRACT or the breach thereof will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

6.1 The arbitration provisions of this section may be initiated by either party to this CONTRACT by filing with the other party and the ENGINEER/ARCHITECT a WRITTEN REQUEST for arbitration.

6.2 Each party to this CONTRACT will appoint one arbitrator; the two arbitrators will select a third arbitrator.

6.3 The arbitrators will select a hearing location as close to the OWNER'S locale as possible.

6.4 The procedure for conducting the hearings will follow the Construction Industry Arbitration Rules of the American Arbitration Association.

7. Gratuities.

7.1 If the OWNER finds after a notice and hearing that the CONTRACTOR, or any of the CONTRACTOR'S agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the OWNER, the State, or Rural Development officials in an attempt to secure this CONTRACT or favorable treatment in awarding, amending, or making any determinations related to the performance of this CONTRACT, the OWNER may, by written notice to the CONTRACTOR, terminate this CONTRACT. The OWNER may also pursue other rights and remedies that the law or this CONTRACT provides. However, the existence of the facts on which the OWNER bases such findings shall be an issue and may be reviewed in proceedings under the Remedies clause of this CONTRACT.

7.2 In the event this CONTRACT is terminated as provided in paragraph 7.1 the OWNER may pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the CONTRACT by the CONTRACTOR. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount has determined by the OWNER) which shall be not less than three nor more than ten times the costs the CONTRACTOR incurs in providing any such gratuities to any such officer or employee.

8. Audit and Access to Records. For all negotiated contracts (except those of \$10,000 or less), the Rural Development, the Comptroller General, the OWNER or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR, which are pertinent to the CONTRACT, for the purpose of making audits, examinations, excerpts and transcriptions. The CONTRACTOR shall maintain all required records for three years after final payment is made and all other pending matters are closed.
9. Small, Minority and Women's Businesses. If the CONTRACTOR intends to let any subcontracts for a portion of the work, the CONTRACTOR shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of (1) including qualified small minority, and women's businesses on solicitation lists; (2) assuring that small, minority and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority and women's businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the U.S. Department of Commerce; (6) requiring each party to a subcontract to take the affirmative steps of this section; and (7) CONTRACTORS are encouraged to procure goods and services from labor surplus area firms.
10. Anti-Kickback. The CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This act provides that each CONTRACTOR shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. The OWNER shall report all suspected or reported violations to Rural Development.
11. Violating Facilities. Where this CONTRACT exceeds \$100,000 the CONTRACTOR shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15 which prohibit the awarding of non-exempt federal contracts, grants, or loans to facilities included on EPA's list of violating facilities. The CONTRACTOR will report violations to the EPA.

12. State Energy Policy. The CONTRACTOR shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in the State Energy Conservation Plan, shall be utilized.
13. Equal Opportunity Requirements. For all contracts in excess of \$10,000, the CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

13.1 If the CONTRACT exceeds \$10,000, the CONTRACTOR will execute Form RD 400-6, "Compliance Statement."

13.2 The CONTRACTOR'S compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the CONTRACT is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the CONTRACT, and in each trade, and the CONTRACTOR shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the CONTRACTOR'S goals shall be a violation of the CONTRACT, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

13.3 The CONTRACTOR shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the CONTRACT resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the CONTRACT is to be performed.

14. Certificate of Owner's Attorney.

I, the undersigned, _____, the duly authorized and acting legal representative of _____, do hereby certify as follows

I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Date: _____

NOTE: Delete phrase "performance and payment bonds" when not applicable.

15. Rural Development Concurrence.

As lender or insurer of funds to defray the costs of this contract, and without liability for any payments thereunder, Rural Development (Rural Development) hereby concurs in the award of this CONTRACT to

U.S. Department of Agriculture
Rural Development

By _____ Title _____

Date _____

This CONTRACT shall not be effective unless and until concurred in by the State Director of Rural Development, U.S. Department of Agriculture or a delegated representative.

NOTICE TO PROCEED

TO: _____ DATE: _____
 _____ Project: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 19__, on or before _____, 19__, and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 19__.

 Owner

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

this the _____, 19__

By _____

Title _____

Employer Identification
 Number _____

oOo

COMPLIANCE STATEMENT

This statement relates to a proposed contract with _____

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I have, have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I have, have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.
 If the proposed contract is for \$50,000 or more: or If the proposed nonconstruction contract is for \$50,000 or more and I have 50 or more employees, I also represent that:
3. I have, have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, I have, have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays the valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, may 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$ 10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE _____

(Signature of Bidder or Prospective Contractor)

Address (including Zip Code)

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form RD 1924-18
(Rev. 6-97)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT
FARM SERVICE AGENCY

PARTIAL PAYMENT ESTIMATE

CONTRACT NO. _____

PARTIAL PAYMENT ESTIMATE NO. _____

PAGE _____

OWNER: _____

CONTRACTOR: _____

PERIOD OF ESTIMATE

FROM _____ TO _____

CONTRACT CHANGE ORDER SUMMARY

ESTIMATE

No.	Agency Approval Date	Amount	
		Additions	Deductions
TOTALS		\$0.00	\$0.00
NET CHANGE		\$0.00	\$0.00

1. Original Contract	_____
2. Change Orders	\$0.00
3. Revised Contract (1 + 2)	\$0.00
4. Work Completed*	_____
5. Stored Materials*	_____
6. Subtotal (4 + 5)	\$0.00
7. Retainage*	_____
8. Previous Payments	_____
9. Amount Due (6-7-8)	\$0.00

* Detailed breakdown attached

CONTRACT TIME

Original (days) _____
Revised _____
Remaining _____

On Schedule

Yes
 No

Starting Date _____
Projected Completion _____

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.

Contractor _____

By _____

Date _____

APPROVED BY OWNER:

Owner _____

By _____

Date _____

ARCHITECT OR ENGINEER'S CERTIFICATION:

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Architect or Engineer _____

By _____

Date _____

ACCEPTED BY AGENCY:

The review and acceptance of this estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.

By _____

Title _____

Date _____

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information.

Form RD 1924-7
(Rev. 2-97)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT AND
FARM SERVICE AGENCY

CONTRACT CHANGE ORDER

CONTRACT FOR OWNER	ORDER NO.
	DATE
	STATE
	COUNTY

To _____
(Contractor)
You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
	\$ _____	\$ _____
TOTALS	\$ 0.00	0.00
NET CHANGE IN CONTRACT PRICE	\$ 0.00	0.00

JUSTIFICATION:

The amount of the Contract will be (Decreased) (Increased) By The Sum Of: _____
Dollars (\$ _____).

The Contract Total Including this and previous Change Orders Will Be: _____
Dollars (\$ _____).

The Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged) : _____ Days.
This document will become a supplement to the contract and all provisions will apply hereto.

Requested _____ (Owner) _____ (Date)

Recommended _____ (Owner's Architect/Engineer) _____ (Date)

Accepted _____ (Contractor) _____ (Date)

Approved by Agency _____ (Name and Title) _____ (Date)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-01042. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

- ORIGINAL-BORROWER'S CASE FOLDER
- COPY-CONTRACTOR
- COPY-BORROWER

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly
authorized and acting legal representative of _____
_____, do hereby certify as follows:

I have examined the attached Contract(s) and Performance and Payment
Bond(s) and the manner of execution thereof, and I am of the opinion that each
of the aforesaid agreements has been duly executed by the proper parties
thereto acting through their duly authorized representatives; that said
representatives have full power and authority to execute said agreements on
behalf of the respective parties named thereon; and that the foregoing
agreements constitute valid and legally binding obligations upon the parties
executing the same in accordance with terms, conditions, and provisions
thereof.

Date: _____

(NOTE: Delete phrase "Performance and Payment Bonds" when not applicable.)

oOo

1/1

CONCURRENCE

The United States of America, as potential lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, hereby concurs in the form, content, and execution of this Contract.

U.S. Department of Agriculture
Rural Development
Rural Housing Service

Date

Rural Development Official

Title

This Contract shall not be in full force and effect until concurred with by the State Director or the State Director's delegate, Rural Development, U. S. Department of Agriculture.

o0o

Form RD 1924-18
(Rev. 6-97)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT
FARM SERVICE AGENCY

PARTIAL PAYMENT ESTIMATE

CONTRACT NO. _____

PARTIAL PAYMENT ESTIMATE NO. _____

PAGE _____

OWNER: _____

CONTRACTOR: _____

PERIOD OF ESTIMATE

FROM _____ TO _____

CONTRACT CHANGE ORDER SUMMARY

ESTIMATE

No.	Agency Approval Date	Amount		
		Additions	Deductions	
				1. Original Contract
				2. Change Orders
				3. Revised Contract (1 + 2)
				4. Work Completed*
				5. Stored Materials*
				6. Subtotal (4 + 5)
				7. Retainage*
				8. Previous Payments
				9. Amount Due (6-7-8)
TOTALS				* Detailed breakdown attached
NET CHANGE				

CONTRACT TIME

Original (days) _____
Revised _____
Remaining _____

On Schedule

Yes

No

Starting Date _____

Projected Completion _____

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.

Contractor _____

By _____

Date _____

APPROVED BY OWNER:

Owner _____

By _____

Date _____

ARCHITECT OR ENGINEER'S CERTIFICATION:

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Architect or Engineer _____

By _____

Date _____

ACCEPTED BY AGENCY:

The review and acceptance of this estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.

By _____

Title _____

Date _____

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information.

Form RD 1924-7
(Rev. 2-97)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT AND
FARM SERVICE AGENCY

CONTRACT CHANGE ORDER

ORDER NO.
DATE
STATE
COUNTY

CONTRACT FOR

OWNER

To _____
(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
	\$ _____	\$ _____
TOTALS	\$ _____	_____
NET CHANGE IN CONTRACT PRICE	\$ _____	_____

JUSTIFICATION:

The amount of the Contract will be (Decreased) (Increased) By The Sum Of: _____

_____ Dollars (\$ _____).

The Contract Total Including this and previous Change Orders Will Be: _____

_____ Dollars (\$ _____).

The Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged) : _____ Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested _____ (Owner) _____ (Date)

Recommended _____ (Owner's Architect/Engineer) _____ (Date)

Accepted _____ (Contractor) _____ (Date)

Approved by Agency _____ (Name and Title) _____ (Date)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-01042. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

- ORIGINAL-BORROWER'S CASE FOLDER
- COPY-CONTRACTOR
- COPY-BORROWER