

Project Manual and Specifications

**Stanton City Hall Building  
for the  
City of Stanton  
Stanton, Kentucky**

**MSE Project #4065-09**

**October 2014**

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City of Stanton, KY  
Stanton City Hall Building**

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## **DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS**

**SECTION 00020 - ADVERTISEMENT FOR BIDS**

**City of Stanton  
City Hall Building  
Powell County, Kentucky  
\*\*\*This is a Re-Bid\*\*\***

Sealed bids for the construction of a City Hall Building for the City of Stanton, Powell County, KY, will be received by the City of Stanton, KY in their office at the Powell County Courthouse, 525 Washington Street, P.O. Box 370, Stanton, KY 40380, (606) 663-4459 - Phone, (606) 663-4433 - Fax, until 1:00 p.m., local time, Tuesday, September 29, 2015 and then at said office will be publicly opened and read aloud.

Addendum No. 1 dated July 6, 2015 from the first bid applies to the re-bid. The contract documents have not changed from the first bid. New State Wage Rates will be posted to our web site.

The CONTRACT DOCUMENTS may be reviewed at the following locations:

MSE Web Site: mselex.com under Bid Opportunities.  
City of Stanton at location stated above

Copies of the Contract Documents may be obtained at the office of Lynn Imaging, 328 E. Vine St. Lexington, KY 40507, (859) 226-5850 upon receipt of a check made payable to Lynn Imaging in the amount of \$150.00 (non-refundable) and a check made payable to MSE of Kentucky, Inc. of \$100.00 (refunded when specs and plans are returned to Lynn Imaging within 30 days). All orders must be prepaid. There will be a 24 hour turn-around on all orders.

A certified check or bank draft, payable to City of Stanton, KY, government bonds, or a satisfactory bid bond executed by the bidder and acceptable sureties in an amount equal to five percent of the bid shall be submitted with bid. The successful bidder will be required to furnish and pay for the following: 1) 5% Bid Bond; and 2) A performance and payment bond for 100% of the contract price.

Each bidder must deposit with his bid, security in the amount, form, and subject to the conditions provided in the Information for Bidders.

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 "Stanton City Hall Building". If mailed/shipped, bid should be enclosed in another envelop and addressed to: City of Stanton, 525 Washington Street (shipping address), or P.O. Box 370 (mailing address), Stanton, KY 40380.

State Wage Rates apply to this project.

No Bidder may withdraw his Bid for a period of ninety (90) 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 City of Stanton. This is not an offer to enter into a contract.

The City of Stanton 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.

**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 Independent Stave Company. 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 a satisfactory performance and labor and material payment bond has been furnished and the contract 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:  
Stanton City Hall Building
  - 2. Proposals shall be addressed and delivered to:  
City of Stanton  
PO Box 370 (mail) or 525 Washington St. (shipping)  
Stanton, KY 40380

## 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 THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH THE FOLLOWING:

- A. A One Hundred Percent (100%) Performance/Payment Bond, in an amount equal to the total contract price. This bond shall guarantee all labor and materials to be as required, the faithful performance of the contract and the prompt and faithful payment of any claim or liens from any cause for which the Contractor is liable, including those for labor, materials, utility services, transportation costs and for supplies, equipment and machinery (or rental thereof).
- B. Such guarantee bonds shall remain in effect and full force for one (1) year after final acceptance of the work. Such bond shall not be executed as of a date prior to the executing of the contract.

## 1.12 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.

## 1.13 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.

#### 1.14 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.

#### 1.15 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 City of Stanton (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of the Stanton City Hall Building 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 one hundred ninety (190) consecutive calendar days following the Notice to Proceed. BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 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.

State Wage Rates do apply to this project.

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

<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Cost of Item</b>
1.	Architectural Components	LS	\$ _____
2.	Mechanical	LS	\$ _____
3.	Electrical	LS	\$ _____
4.	Site Utilities	LS	\$ _____
5.	Site Paving	LS	\$ _____
6.	Site Grading	LS	\$ _____
7.	Testing/Special Inspection Allowance	LS	\$ 15,000
8.	All Other Miscellaneous Costs	LS	\$ _____
<b>TOTAL COST OF ITEMS 1 - 8</b>			<b>\$ _____</b>

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.

Accompanying this Proposal is a certified check or standard Bid Bond in the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),

in accordance with the Information for Bidders. The BIDDER, by submittal of this Bid, agrees with the OWNER that the amount of the bid security deposited with this Bid fairly and reasonably

represents the amount of damages the OWNER will suffer due to the failure of the BIDDER to fulfill his agreements as provided in this Proposal.

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: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

\_\_\_\_\_ (Print Name) \_\_\_\_\_ (Title)

\_\_\_\_\_ (Street Address/P.O. Box) \_\_\_\_\_ (Phone Number)

\_\_\_\_\_ (City, State, Zip)

Attested By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

Seal (If bid is by a corporation)

END OF SECTION

## SECTION 00410 - BID SECURITY FORM

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

- A. Bid security for this project shall be in the form of a Bid Bond executed on AIA Document A310 form in the amount of five percent (5%) of the bid, made payable to the Owner.
  1. 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 satisfactory performance and labor and material payment bonds (AIA Document A312) have been furnished and contract executed, including 1 year warranty period.

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 00490 - NOTICE OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: Stanton City Hall Building

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated \_\_\_\_\_, and Information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Information for Bidders to execute the Agreement and furnish the Required Contractor's Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
City of Stanton  
Owner

By \_\_\_\_\_  
Name/Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_,

this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

By \_\_\_\_\_

Name/Title \_\_\_\_\_

## 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

ATTACHMENT TO AIA DOCUMENT A101-2007, *Standard Form of Agreement Between Owner and Contractor*

The provisions of this Attachment shall delete, modify and supplement the provisions contained in the "*Standard Form of Agreement Between Owner and Contractor*," AIA Document A101-2007 Edition. The provisions contained in this attachment shall supersede any conflicting provisions of the AIA Document.

ARTICLE 3, DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Delete paragraph 3.1 and substitute the following:

3.1 The date of commencement shall be contained in the Notice to Proceed.

Add the following to paragraph 3.3:

If the work is not substantially complete on or before this date, or within this period of time, or extension thereof granted by the Owner, damage will be sustained by the Owner and that it is and will be impracticable and extremely difficult to fix the actual damage which the Owner will sustain in the event of and by reason of such delays. The Contractor shall pay to the Owner liquidated damages in the sum of \$ \_\_\_\_\_ for each calendar day of delay. Any sums that may be due the Owner as liquidated damages may be deducted from any monies due or to become due the Contractor under the Contract or may be collected from the Contractor's surety.

ARTICLE 5, PAYMENTS

Insert "ten" and "10" in the appropriate spaces in clauses 5.1.6.1 and subparagraph 5.1.6.2.

Delete the last sentence of clause 5.1.6.1.

Delete the following from clause 5.1.6.2:

(or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing)

Insert the following sentences in subparagraph 5.1.8:

The amount retained shall be 10% of the value of Work until 50% of the Work has been completed. At 50% completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless the Architect certifies that the Work is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of Work completed.

#### ARTICLE 8, MISCELLANEOUS PROVISIONS

Add the following subparagraph to paragraph 8.6:

8.6.1 This Agreement shall not become effective until concurred in writing by the Agency. Such concurrence shall be evidenced by the signature of a duly authorized representative of the Agency in the space provided at the end of this Attachment to the Agreement. The concurrence so evidenced by the Agency shall in no way commit the Agency to render financial assistance to the Owner and is without liability to the Agency for any payment thereunder, but in the event such assistance is provided, the concurrence shall signify the provisions of this Agreement are consistent with Agency requirements.

#### ARTICLE 9, ENUMERATION OF CONTRACT DOCUMENTS

The following Documents should be referenced, if applicable:

Subparagraph 9.1.3:

Attachment to the *Standard Form of Agreement Between Owner and Contractor* (this Attachment)  
*General Conditions of the Contract for Construction*, AIA  
A201-2007  
Attachment to the *General Conditions of the Contract for Construction* (RD Instruction 1942-A, Guide 27, Attachment 4)  
Special Conditions

Subparagraph 9.1.7:

Invitation for Bids (Form RD 1924-5)  
*Instructions to Bidders*, AIA A701-1997  
Attachment to the *Instructions to Bidders* (RD Instruction  
1924-A, Guide 27, Attachment 2)  
Bid Form  
Bid Bond  
Compliance Statement (Form RD 400-6)  
Payment Bond  
Performance Bond  
Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion - Lower Tier  
Covered Transactions (Form AD 1048)  
Disclosure of Lobbying Activities (SF-LLL)  
Certification for Contracts, Grants and Loans (RD  
Instruction 1940-Q, Exhibit A-1)

Delete the signature block on page 7 of this Agreement, and substitute  
the block on the following page:

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below:

ATTEST: _____	OWNER: By _____
Type Name _____	Type Name _____
Title _____	Title _____
Date _____	Date _____

ATTEST: _____	CONTRACTOR: By _____
Type Name _____	Type Name _____
Title _____	Title _____
Date _____	Date _____

AGENCY CONCURRENCE:

By \_\_\_\_\_

Type Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

The concurrence so evidenced by the Agency shall in no way commit the Agency to render financial assistance to the Owner and is without liability to the Agency for any payment hereunder, but in the event such assistance is provided, the concurrence shall signify the provisions of this Agreement are consistent with Agency requirements.

## 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 00680 - NOTICE TO PROCEED**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
Project: \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Owner  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name/Title

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Contractor  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name/Title

End of Section

**SECTION 00610 - PERFORMANCE BOND AND  
LABOR AND MATERIAL PAYMENT BOND**

**PART 1 - GENERAL**

1.01 DESCRIPTION

- A. A performance bond for 100% of the final contract amount shall be executed in favor of the Owner; the forms for this bond shall be RD Instruction 1942-A, Attachment 5, "Performance Bond".
- B. Payment Bond, RD Instruction 1942-A, Attachment 3, "Payment Bond".
- C. Consent of Surety to Reduction in or Partial Release of Retainage: AIA Document G707A, 1994 Edition.
- D. Consent of Surety to Final Payment: AIA Document G707, 1994 Edition.
- E. Furnish the required bonds within seven (7) days of receipt of Notice of Award.
- F. When fully executed, these bonds shall become part of the successful bidder's Contract Documents.
- G. Application and Certificate for Payment: AIA Document G702 and G703, 1992 Edition.
- H. Contractors Affidavit of Payment of Debts: AIA Document G706, 1994 Edition.
- I. Contractors Affidavit of Release of Liens: AIA Document G706A, 1994 Edition.
- J. Certificate of Substantial Completion: AIA Document G704, 2000 Edition.

END OF SECTION

(Guide 19 - Attachment 5)

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, and the United States of America acting through  
Rural Development hereinafter referred to as the Government in the total  
aggregate penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered  
into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_  
19\_\_\_\_, a copy of which is hereto attached and made a part hereof for the  
construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, or GOVERNMENT, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER and GOVERNMENT from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER and GOVERNMENT all outlay and expense which the OWNER and GOVERNMENT may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the liability of the PRINCIPAL AND SURETY hereunder to the GOVERNMENT shall be subject to the same limitations and defenses as may be available to them against a claim hereunder by the OWNER, provided, however, that the GOVERNMENT may, at its option, perform any obligations of the OWNER required by the contract.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER or GOVERNMENT and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER and GOVERNMENT are the only beneficiaries hereunder.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each  
Number  
one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ .

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

By \_\_\_\_\_ (s)

\_\_\_\_\_

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
Witness to Surety

BY \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.  
IMPORTANT: 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.

oOo

(Guide 19 - Attachment 6)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_ hereinafter called PRINCIPAL and  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Name of Surety)  
hereinafter called SURETY, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER and the United States of America acting through Rural Development hereinafter referred to as GOVERNMENT, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDE, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL (or with the GOVERNMENT in the event the GOVERNMENT Is performing the obligations of the OWNER), shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER or GOVERNMENT and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

(Guide 19 - Attachment 6) (Page 3)

WITNESS WHEREOF, this instrument is executed in \_\_\_\_ counterparts, each of  
Number  
which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
Principal

By \_\_\_\_\_ (s)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR Is partnership, all partners should execute BOND.

IMPORTANT: 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.

oOo

## **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 7 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)**

7.01 A. Change the first sentence of paragraph 11.3.1 to read: The contractor shall purchase....

B. Change the second sentence of Paragraph 11.3.1 to read:

11.3.1 "This insurance shall include the interests of the Owner, the Contractor, the Subcontractor and Sub-Subcontractors in the work and shall insure against the perils of fire, extended coverage, vandalism, malicious mischief and theft."

C. Add the following subparagraph:

"11.3.1.1 If by the terms of this insurance any mandatory deductibles are required, or if the Owner should elect to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the amount of the deductible in the event of a paid claim."

11.3.6 Revise a portion on the first sentence in Subparagraph to read as follows:

"...and (2) the Architect, his consultants, and separation contractors, if any..."

D. Add the following Article to the General Conditions of the Contract for Construction:

**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**

- 16.1 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

# **RD Requirements**

**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):

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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.

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**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)

000

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.

Add the following sentence to the end of subparagraph 11.3.1

The policy shall name as the insured the Contractor and the Owner.

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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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.

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	\$ 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

# Wage Rates



**Steven L. Beshear**  
Governor

**KENTUCKY LABOR CABINET**  
DEPARTMENT OF WORKPLACE STANDARDS  
DIVISION OF EMPLOYMENT STANDARDS,  
APPRENTICESHIP & MEDIATION  
1047 US Hwy 127 S - Suite 4  
Frankfort, Kentucky 40601  
Phone: (502) 564-3534  
Fax (502) 696-1897  
[www.labor.ky.gov](http://www.labor.ky.gov)

**Larry Roberts**  
Secretary

**Anthony Russell**  
Commissioner

September 11, 2015

Martin Friedman  
MSE of Kentucky Inc.  
624 Wellington Way  
Lexington KY 40503

Re: City of Stanton, City Hall Building

Advertising Date as Shown on Notification: September 17, 2015

Dear Martin Friedman:

This office is in receipt of your written notification on the above project as required by KRS 337.510 (1).

I am enclosing a copy of the current prevailing wage determination number CR 1-021, dated October 8, 2014 for POWELL County. This schedule of wages shall be attached to and made a part of the specifications for the work, printed on the bidding blanks, and made a part of the contract for the construction of the public works between the public authority and the successful bidder or bidders.

The determination number assigned to this project is based upon the advertising date contained in your notification. There may be modifications to this wage determination prior to the advertising date indicated. In addition, if the contract is not awarded within 90 days of this advertising date or if the advertising date is modified, a different set of prevailing rates of wages may be applicable. It will be the responsibility of the public authority to contact this office and verify the correct schedule of the prevailing rates of wages for use on the project. Your project number is as follows: 099-B-00046-14-1, Building

Sincerely,

Anthony Russell  
Commissioner



**KENTUCKY LABOR CABINET  
PREVAILING WAGE DETERMINATION  
CURRENT REVISION  
LOCALITY NO. 021**

**BATH, ESTILL, JACKSON, LAUREL, MENIFEE & POWELL COUNTIES**

Determination No. CR 1-021

Date of Determination: October 8, 2014

Project No. 099-B-00046-14-1

Bldg       HH

This schedule of the prevailing rate of wages for Locality No. 021, which includes Bath, Estill, Jackson, Laurel, Menifee and Powell Counties, has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR 1-021.

Apprentices shall be permitted to work as such subject to Administrative Regulations 803 KAR 1:010. Copies of these regulations will be furnished upon request to any interested person.

Overtime is to be computed at not less than one and one-half (1 1/2) times the indicated BASE RATE for all hours worked in excess of eight (8) per day, or in excess of forty (40) per week. However, KRS 337.540 permits an employee and employer to agree, in writing, that the employee will be compensated at a straight time base rate for hours worked in excess of eight (8) hours in any one workday, but not more than ten (10) hours worked in any one workday, if such written agreement is prior to the over eight (8) hours in a workday actually being worked, or where provided for in a collective bargaining agreement. The fringe benefit rate is to be paid for each hour worked at a straight time rate for all hours worked. Fringe benefit amounts are applicable for all hours worked except when otherwise noted. Welders will receive rate for craft in which welding is incidental.

No laborer, workman or mechanic shall be paid at a rate less than that of the General Laborer except those classified as bona fide apprentices registered with the Kentucky State Apprenticeship Supervisor unless otherwise specified in this schedule of wage rates.

NOTE: The type of construction shall be determined by applying the following definitions.

**BUILDING CONSTRUCTION**

Building construction is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade level, as well as incidental grading, utilities and paving.

**HIGHWAY CONSTRUCTION**

Highway construction includes the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction. It includes all incidental construction in conjunction with the highway construction project.

**HEAVY CONSTRUCTION**

Heavy projects are those projects that are not properly classified as either "building" or "highway". For example, dredging projects, water and sewer line projects, dams, flood control projects, sewage treatment plants and facilities, and water treatment plants and facilities are considered heavy.



\_\_\_\_\_  
Anthony Russell, Commissioner  
KENTUCKY LABOR CABINET



**GLAZIERS: CONTINUED**  
MENIFEE COUNTY:

BASE RATE \$9.05  
FRINGE BENEFITS 0.00

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**IRONWORKERS BUILDING**

BASE RATE \$26.97  
FRINGE BENEFITS 20.01

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**LABORERS / BUILDING:**

BUILDING GROUP 1: General laborers, asbestos abatement laborer, toxic waste removal laborer, water boys, tool room checker, carpenter tenders, (civil engineer helpers, rodman, grade checkers, excluding all field work performed by Engineering Firms), concrete pouring and curing, concrete forms stripping and wrecking, hand digging and backfilling of ditches, clearing of right of ways and building sites, wood sheeting and shoring, signalman for concrete bucket and general cleaning, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D:

BUILDING BASE RATE \$20.01  
FRINGE BENEFITS 10.09

BUILDING GROUP 2: All air tool operators, air track drills, asphalt rakers, tampers, batchers plant and scale man, chain saw, concrete saw, cutter/burner, electric hand grinder, all electric bush and chipping hammers, flagmen, forklift operators, form setter (street or highway), metal form setters, heaters, mesh handlers on walkways, streets and roadways outside building, gunnite laborers, hand spiker, introflax burning rod, joint makers, mason tenders, multi-trade tender, pipe layers, plaster tenders, powderman helpers, power driven Georgia buggies, power posthole diggers, railroad laborers, sandblaster laborers, scow man and deck hand, signal man, sweeper and cleaner machines, vibrator/tamper operators(operated by hand or remote control), walk behind trenching machines, mortar mixer machines, water pumpmen, and environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C:

BUILDING BASE RATE \$20.41  
FRINGE BENEFITS 10.09

BUILDING GROUP 3: Asphalt pavers crewman, gunnite nozzleleman and gunnite nozzle machine operator, sand blaster nozzleleman, concrete or grout pumpman, plaster pumpman:

BUILDING BASE RATE \$20.61  
FRINGE BENEFITS 10.09

BUILDING GROUP 4: Powderman and blaster, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level B:

BUILDING BASE RATE \$20.71  
FRINGE BENEFITS 10.09

BUILDING GROUP 5: Caisson holes (6 ft. and over) pressure and free air including tools, and environmental laborer-nuclear, radiation, toxic and hazardous waste - Level A:

BUILDING BASE RATE \$21.21  
FRINGE BENEFITS 10.09

BUILDING GROUP 6: Tunnel man and tunnel sand miner, cofferdam (pressure and free air), sand hog or mucker (pressure or free air):

BUILDING BASE RATE \$21.51  
FRINGE BENEFITS 10.09

Building Projects: Employees handling chemically treated materials which are harmful to the skin add an additional \$.25 to base rate. Any employee working on high work putting the employee 50 feet above the ground or a solid floor shall receive an additional \$.50 per hour above the base rate. Any employee working on boilers, kilns, melting tanks, furnaces, or when refractory is done using live fire, drying fires, heatups or any hot work shall receive an additional 25% premium above the base rate.

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**LABORERS / HEAVY & HIGHWAY**

GROUP 1: Aging and curing of concrete (any mode or method), asbestos abatement worker, asphalt plant laborers, asphalt laborers; batch truck dumpers; carpenter tenders, cement mason tenders, cleaning of machines, concrete laborers, demolition laborers, dredging laborers, drill helper, environmental laborer - nuclear, radiation, toxic and hazardous waste – Level D, flagmen, grade checkers, all hand digging and hand back filling, highway marker placers, landscaping laborers, mesh handlers and placers, puddler, railroad laborers, rip-rap and grouters, right of way laborers, sign, guard rail and fence installers (all types), signalmen, sound barrier installer, storm and sanitary sewer laborers, swampers, truck spotters and dumpers, wrecking of concrete forms, general cleanup:

HEAVY & HIGHWAY	BASE RATE	\$21.15
	FRINGE BENEFITS	11.41

GROUP 2: Batter board men (sanitary and storm sewer), brickmason tenders, mortar mixer operator, scaffold builders, burner and welder, bushammers, chain saw operator, concrete saw operators, deckhand scow man, dry cement handlers, environmental laborers – nuclear, radiation, toxic and hazardous waste – Level C, forklift operators for masonry, form setters, green concrete cutting, hand operated grouter and grinder machine operator, jack hammers, lead paint abatement, pavement breakers, paving joint machine, pipe layers – laser operators (non-metallic), plastic pipe fusion, power driven Georgia buggy and wheel barrow, power post hole diggers, precast manhole setters, walk-behind tampers, walk-behind trenchers, sand blasters, concrete chippers, surface grinders, vibrator operators, wagon drillers:

HEAVY & HIGHWAY	BASE RATE	\$21.40
	FRINGE BENEFITS	11.41

GROUP 3: Air track driller (all types), asphalt luteman and rakersm gunnite nozzleman, gunnite operators and mixers, grout pump operator, powderman and blaster, side rail setters, rail paved ditches, screw operators, tunnel laborers (free air), and water blasters:

HEAVY & HIGHWAY	BASE RATE	\$21.45
	FRINGE BENEFITS	11.41

GROUP 4: Caisson workers (free air), cement finishers, environmental laborer – nuclear, radiation, toxic and hazardous waste – Level A and B, miners and drillers (free air), tunnel blasters, and tunnel mockers (free air), directional and horizontal boring, air track drillers (all types), powder man and blasters, troxler and concrete tester if laborer is utilized:

HEAVY & HIGHWAY	BASE RATE	\$22.05
	FRINGE BENEFITS	11.41

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**MARBLE, TILE & TERRAZZO**

SETTERS:	BASE RATE	\$22.64
	FRINGE BENEFITS	6.10

FINISHERS:	BASE RATE	\$15.42
	FRINGE BENEFITS	5.42

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MILLWRIGHTS:	BASE RATE	\$24.18
	FRINGE BENEFITS	15.67

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**OPERATING ENGINEERS / BUILDING:**

BUILDING CLASS A-1: (NCCCO OR OSCP CERTIFIED) Crane, dragline, hoist (1drum when used for stack or chimney construction or repair), hoisting engineer (2 or more drums), orangepeel bucket, overhead crane, piledriver, truck crane, tower crane, hydraulic crane:

BUILDING	BASE RATE	\$31.31
	FRINGE BENEFITS	14.27

**OPERATING ENGINEERS/BUILDING CONTINUED:**

**BUILDING CLASS A:** Articulating Dump, Auto Patrol, Batch Plant, Bituminous Paver, Cableway, Carrydeck Crane, Central Compressor Plant, Clamshell, Concrete Mixer (21 cu. ft. or over), Concrete Pump, Crane, Crusher Plant, Derrick, Derrick Boat, Directional Boring Machine, Ditching and Trenching Machine, Dragline, Dredge Operator, Dredge Engineer, Elevating Grader and all types of Loaders, Forklift (regardless of lift height), GPS Systems (on equipment within the classification), Hoe-Type Machine, Hoist (1 drum when used for stack or chimney construction or repair), Hoisting Engine (2 or more drums), Laser or Remote Controlled Equipment (within the classification), Locomotive, Motor Scraper, Carry-all Scoop, Bulldozer, Heavy Duty Welder, Mechanic, Orangepeel Bucket, Piledriver, Power Blade, Motor Grader, Roller (bituminous), Scarifier, Shovel, Tractor Shovel, Truck Crane, Winch Truck, Push Dozer, Highlift, All Types of Boom Cats, Self Contained Core Drill, Hopto, Tow or Push Boat, A-Frame Winch Truck, Concrete Paver, Gradeall, Hoist, Hyster, Pumpcrete, Ross Carrier, Boom, Tail Boom, Rotary Drill, Hydro Hammer, Mucking Machine, Rock Spreader attached to equipment, Scoopmobile, KeCal Loader, Tower Cranes (French, German and other types), Hydrocrane, Backfiller, Gurries, Subgrader, Tunnel Mining Machines including Moles, Shields, or similar types of Tunnel Mining Equipment:

BUILDING	BASE RATE	\$30.46
	FRINGE BENEFITS	14.27

**Operators on cranes with boom one-hundred fifty feet (150') and over including jib, shall receive seventy-five cents (\$.75) above base rate. All cranes with piling leads will receive \$.50 above base rate regardless of boom length**

**BUILDING CLASS B:** All Air Compressors (over 900 cfm), Bituminous Mixer, Joint Sealing Machine, Concrete Mixer (under 21 cu. ft), Form Grader, Roller (rock), Tractor (50 HP and over), Bull Float, Finish Machine, Outboard Motor Boat, Flexplane, Fireman, Boom Type Tamping Machine, Truck Crane Oiler, Greaser on Grease Facilities servicing , Heavy Equipment, Switchman or Brakeman, Mechanic Helper, Whirley Oiler, Self-Propelled Compactor, Tractair and Road Widening Trencher and Farm Tractor with Attachments (except backhoe, highlift and endloader), Elevator (regardless of ownership when used for hoisting any building materials), Hoisting Engineer (1 drum or buck hoist), Firebrick (masonry excluded), Well Points, Grout Pump, Throttle-Valve Man, Tugger, Electric Vibrator Compactor, and Caisson Drill Helper:

BUILDING	BASE RATE	\$25.92
	FRINGE BENEFITS	14.27

**BUILDING CLASS C:** Bituminous Distributor, Cement Gun, Conveyor, Mud Jack, Paving Joint Machine, Roller (earth), Tamping Machine, Tractors (under 50 HP), Vibrator, Oiler, Concrete Saw, Burlap and Curing Machine, Hydro-Seeder, Power Form handling Equipment, Deckhand Steersman, Hydraulic Driver and Drill Helper:

BUILDING	BASE RATE	\$24.60
	FRINGE BENEFITS	14.27

**All Building Operators assigned to work below ground level are to be paid ten percent (10%) above base wage rate. This does not apply to open cut work**

**OPERATING ENGINEERS / HEAVY HIGHWAY:**

**HEAVY HIGHWAY CLASS A-1: (NCCCO OR OECP CERTIFIED)** Cableway, carry deck crane, cherry picker, clamshell, crane, derrick, derrick boat, dragline, hoist engine (2 or more drums), hydraulic boom truck, hydrocrane, orangepeel bucket, overhead crane, piledriver, rough terrain crane, tower cranes (French, German and other types), truck crane:

HEAVY & HIGHWAY	BASE RATE	\$29.95
	FRINGE BENEFITS	14.15

**OPERATING ENGINEERS / HEAVY HIGHWAY: CONTINUED**

HEAVY HIGHWAY CLASS A: A-Frame Winch Truck, Auto Patrol, Backfiller, Batcher Plant, Bituminous Paver, Bituminous Transfer Machine, All types of Boom Cats, Bulldozer, Cableway, Carry-All Scoop, Carry Deck Crane, Central Compressor Plant Operator, Clamshell, Concrete Mixer (21 cu. ft. or over), Concrete Paver, Truck-Mounted Concrete Pump, Core Drills, Crane, Crusher Plant, Derrick, Derrick Boat, Ditching and Trenching Machine, Dragline, Dredge Operator, Dredge Engineer, Earth Movers, Elevating Grader and all types of Loaders, Grade-All, Gurries, Heavy Equipment Robotics Operator/Mechanic, Highlift, Hoe-Type Machine, Hoist (two or more drums), Hoisting Engine (two or more drums), Horizontal Directional Drill Operator, Hydraulic Boom Truck, Hydrocrane, Hyster, KeCal Loader, Letourneau, Locomotive, Mechanic, Mechanically Operated Laser Screed, Mechanic Welder, Mucking Machine, Motor Scraper, Orangepeel Bucket, Piledriver, Power Blade, Pumpcrete, Push Dozer, Rock Spreader attached to Equipment, All Rotary Drills, Roller (bituminous), Scarifier, Scoopmobile, Shovel, Side Boom, Subgrader, Tailboom, Telescoping Type Forklift, Tow or Push Boat, Tower Cranes (French, German and other types), Tractor Shovel, Truck Crane, Tunnel Mining Machines including Moles, Shields, or Similar types of Tunnel Mining Equipment:

HEAVY & HIGHWAY	BASE RATE	\$28.85
	FRINGE BENEFITS	14.15

**Operators on cranes with booms one hundred fifty feet (150') and over including jib shall receive \$.50 above base rate.**

HEAVY HIGHWAY CLASS B: All Air Compressors (over 900 cu. ft. per min.), Bituminous Mixer, Boom Type Tamping Machine, Bull Float, Concrete Mixer (under 21 cu. ft.), Electric Vibrator Compactor/Self-Propelled Compactor, Elevator (one drum or buck hoist), Elevator (regardless of ownership when used to hoist building material), Finish Machine, Firemen, Flex-Plane, Forklift (regardless of lift height), Form Grader, Hoist (one drum), Joint Sealing Machine, Mechanic Helper, Outboard Motor Boat, Power Sweeper (riding type), Roller (rock), Ross Carrier, Skid Mounted or Trailer Mounted Concrete Pumps, Switchman or Brakeman, Throttle Valve Man, Tractair and Road Widening Trencher, Tractor (50 HP and over), Truck Crane Oiler, Tugger, Welding Machine, Well Points, and Whirley Oiler:

HEAVY & HIGHWAY	BASE RATE	\$26.24
	FRINGE BENEFITS	14.15

HEAVY HIGHWAY CLASS B2: Greaser on Grease Facilities servicing Heavy Equipment, all off road material handling equipment, including articulating dump trucks:

HEAVY & HIGHWAY	BASE RATE	\$26.65
	FRINGE BENEFITS	14.15

HEAVY HIGHWAY CLASS C: Bituminous Distributor, Burlap and Curing Machine, Caisson Drill and Core Drill Helper (track or skid mounted), Cement Gun, Concrete Saw, Conveyor, Deckhand Oiler, Grout Pump, Hydraulic Post Driver, Hydro Seeder, Mud Jack, Oiler, Paving Joint Machine, Power Form Handling Equipment, Pump, Roller (earth), Steermen, Tamping Machine, Tractors (under 50 H.P.) and Vibrator:

HEAVY & HIGHWAY	BASE RATE	\$25.95
	FRINGE BENEFITS	14.15

**All Heavy Highway operators assigned to work below ground level are to be paid ten percent (10%) above base wage rate. This does not apply to open cut work.**



**PAINTERS:**

Drywall Finisher:	BASE RATE	\$8.19
	FRINGE BENEFITS	0.00

Painters:

BASE RATE	\$9.46
FRINGE BENEFITS	0.00

**PLASTERERS:**

BATH, ESTILL, MENIFEE & POWELL COUNTIES:

BASE RATE	\$8.25
FRINGE BENEFITS	0.00

**PLASTERERS:**

JACKSON & LAUREL COUNTIES:

BASE RATE	\$13.30
FRINGE BENEFITS	0.00

**PLUMBERS & PIPEFITTERS:**

BASE RATE	\$31.00
FRINGE BENEFITS	15.31

**ROOFERS:** (Excluding metal roofs)

BASE RATE	\$15.90
FRINGE BENEFITS	2.25

**SHEETMETAL WORKERS:** (Including metal roofs)

BASE RATE	\$12.25
FRINGE BENEFITS	.62

**SPRINKLER FITTERS:**

BASE RATE	\$29.00
FRINGE BENEFITS	16.75

**TRUCK DRIVERS:**

BUILDING

BASE RATE	\$9.50
FRINGE BENEFITS	.72

**TRUCK DRIVERS:**

HEAVY & HIGHWAY

BASE RATE	\$17.35
FRINGE BENEFITS	5.80

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OCTOBER 8, 2014