

## Advertisement for Bids

Owner:

Address:

Separate sealed Bids for the construction of (briefly describe nature, scope, and major elements of the Work):

will be received by:

at the office of:

until \_\_\_\_\_, (Local Time) \_\_\_\_\_, and then at said office publicly opened and read aloud.

The Contract Documents may be examined at the following locations:

Copies of the Contract Documents may be obtained at the Issuing Office located at:

upon payment of \$ \_\_\_\_\_ for each set.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

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## Instructions to Bidders

### TABLE OF ARTICLES

	Page
Article 1 - Defined Terms	1
Article 2 - Copies of Bidding Documents	1
Article 3 - Qualifications of Bidders	2
Article 4 - Examination of Bidding Documents, Other Related Data, and Site	2
Article 5 - Pre-Bid Conference	4
Article 6 - Site and Other Areas	4
Article 7 - Interpretations and Addenda	4
Article 8 - Bid Security	5
Article 9 - Contract Times	5
Article 10 - Liquidated Damages	5
Article 11 - Substitute and "Or-Equal" Items	5
Article 12 - Subcontractors, Suppliers, and Others	5
Article 13 - Preparation of Bid	6
Article 14 - Basis of Bid; Comparison of Bids	7
Article 15 - Submittal of Bid	7
Article 16 - Modification and Withdrawal of Bid	8
Article 17 - Opening of Bids	8
Article 18 - Bids to Remain Subject to Acceptance	8
Article 19 - Evaluation of Bids and Award of Contract	8
Article 20 - Contract Security and Insurance	9
Article 21 - Signing of Agreement	9

#### ARTICLE 1 - DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. Issuing Office--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

#### ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office. The deposit for the Bidding Documents is not refundable.
- 2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

### **ARTICLE 3 - QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below:

### **ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE**

#### 4.01 Subsurface and Physical Conditions

A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.

- B. Copies of reports and drawings referenced in paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions has been identified and established in paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

#### 4.02 Underground Facilities

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

#### 4.03 Hazardous Environmental Condition

- A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that ENGINEER has used in preparing the Bidding Documents.
- B. Copies of reports and drawings referenced in paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.06 of the General Conditions has been identified and established in paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any,

and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.

- 4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
- 4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.
- 4.07 It is responsibility of each Bidder before submitting a Bid to:
- A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;
  - B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
  - C. Become familiar with and satisfy Bidder as to all Federal, State, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
  - D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;
  - E. Obtain and carefully study (or accept consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
  - F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
  - G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
  - H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

- I. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
  - J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

#### **ARTICLE 5 - PRE-BID CONFERENCE**

- 5.01 A pre-Bid conference will be held at Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

#### **ARTICLE 6 - SITE AND OTHER AREAS**

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

#### **ARTICLE 7 - INTERPRETATIONS AND ADDENDA**

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

## **ARTICLE 8 - BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 % of Bidder's maximum Bid price and in the form of a certified check or a Bid bond (EJCDC No. C-430, 2002 Edition) issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

## **ARTICLE 9 - CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

## **ARTICLE 10 - LIQUIDATED DAMAGES**

- 10.01 Provisions for liquidated damages are set forth in the Agreement.

## **ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS**

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or "or-equal" materials and equipment as defined in paragraph 6.05 of the General Conditions, or those substitute materials and equipment approved by the Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. Request for Engineer's clarification of materials and equipment considered "or-equal" prior to the Effective Date of the Agreement must be received by the Engineer at least 5 days prior to the date for receipt of Bids. No item of material or equipment will be considered by Engineer as a substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least days prior to the date for receipt of Bids. Each request shall conform to the requirements of paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon the Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

## **ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed

Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest responsible Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner and Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

12.04 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 6.06.

### **ARTICLE 13 - PREPARATION OF BID**

13.01 The Bid form is included with the Bidding Documents. Additional copies may be obtained from Engineer.

13.02 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternative, adjustment unit price item, and/or unit price item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. If required by State where work is to be performed, the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporation business address and state of incorporation shall be provided on the Bid Form.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The business address of the partnership shall be provided on the Bid Form.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the business address of the firm must be provided on the Bid Form.

13.06 A Bid by an individual shall show the Bidder's name and business address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The business address of the joint venture must be provided on the Bid Form.

13.08 All names shall be typed or printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid form.

13.10 The address and telephone number for communication regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number for the state of the Project, if any, shall also be shown on the Bid Form.



**ARTICLE 14 - BASIS OF BID; COMPARSION OF BIDS**

14.01 *(Select one of the following options by checking the box and completing any necessary information)*

Lump Sum

- A. Bidders shall submit a Bid on a lump sum basis for the Bid and, for alternate bid items, include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will be the amount added to the Bid if OWNER selects the alternate. OWNER reserves the right to award alternates in any order or combination. In comparison of Bids, the base bid and alternates will be evaluated in the following manner:

**OR**

Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all bid prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- D. For alternate bid items, include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will be the amount added to the Bid if OWNER selects the alternate. OWNER reserves the right to award alternates in any order or combination. In comparison of Bids, the base bid and alternates will be evaluated in the following manner:

**ARTICLE 15 - SUBMITTAL OF BID**

15.01 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Advertisement for Bid. A mailed Bid shall be addressed to Owner at address in Article 1.01 of Bid Form.

#### **ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID**

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid or negotiated, that Bidder will be disqualified from further bidding on the Work. This provision to withdraw a Bid without forfeiting the Bid security does not apply to Bidder's errors in judgment in preparing the Bid.

#### **ARTICLE 17 - OPENING OF BIDS**

- 17.01 Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### **ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form.

#### **ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered.

**ARTICLE 20 - CONTRACT SECURITY AND INSURANCE**

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by such bonds.

**ARTICLE 21 - SIGNING OF AGREEMENT**

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

21.02 This Contract is expected to be funded in part with funds provided by the United States Department of Agriculture, Rural Utilities Service (RUS). Refer to Article 18 of the General Conditions for information on the Federal Requirements.

21.03 Concurrence by RUS in the award of the Contract is required before the Contract is effective.

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## Bid Form

Project Identification: \_\_\_\_\_

Contract Identification and Number: \_\_\_\_\_

### TABLE OF ARTICLES

	Page
Article 1 - Bid Recipient	1
Article 2 - Bidder's Acknowledgments	1
Article 3 - Bidder's Representations	1
Article 4 - Further Representations	2
Article 5 - Basis of Bid	3
Article 6 - Time of Completion	3
Article 7 - Attachments to Bid	4
Article 8 - Defined Terms	4
Article 9 - Bid Submittal	4

### ARTICLE 1 - BID RECIPIENT

1.01 This Bid Is Submitted To: \_\_\_\_\_

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for \_\_\_\_\_ days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

### ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and is satisfied as to all Federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of a Hazard Environmental Condition, if any, which has been identified in SC-4.06.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the State of Idaho not later than the date of its execution of the Agreement.

#### **ARTICLE 4 - FURTHER REPRESENTATIONS**

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

**ARTICLE 5 - BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s) shown on the attached bid schedule (Pages 3a, 3b, etc.):

- Lump Sum Bid Schedule is attached.
- Unit Price bid schedule is attached and the following applies
  - A. Unit Prices have been computed in accordance with paragraph 11.03.A of the General Conditions.
  - B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the contract Documents.

**ARTICLE 6 - TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work within the Contract Times.

**ARTICLE 7 - ATTACHMENTS TO THIS BID**

- 7.01 The following documents are attached to and made a condition of the Bid:
  - A. Required Bid security in the form of a Bid Bond (AIA A310) or Certified Check (circle type of security provided);
- 7.02 For convenience the “Compliance Statement & Certification of Non-Segregated Facilities” (Form RD 400-6), “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions” (Form AD-1048), and RD Instruction 1940-Q, Exhibit A-1, “Certification for Contracts, Grants, and Loans” are included as part of this bid form (Note: Lower tier, means lower tier to the owner). By signing the bid form the bidder represents that (s)he is also signing the below documents as necessitated depending on the bid amount of the contract. If the base bid plus any additive alternates exceeds \$10,000, then Compliance Statement (RD 400-6) applies, section 7.02.A. If the base bid plus any additive alternates exceeds \$25,000, then Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048) also applies, section 7.02.B. If the base bid plus any additive alternates exceeds \$100,000, then RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans also applies, section 7.02.C.

A. Compliance Statement

USDA Form Approved (Rev. 4-00)	COMPLIANCE STATEMENT	Form RD 400-6 OMBNo.0575-0018
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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 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.



2. If I have participated in such a contract or subcontract, I  have,  have not, filed all compliance reports that have been required to file in connection with the contract or subcontract. If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

3. I  have,  have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.

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

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

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

#### 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.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

U.S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS  
**USDA Form AD-1048**

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

**Before signing the bid form, read instructions for Form AD-1048, available for download at:**  
<http://www.usda.gov/rus/water/ees/englib/pdf/usda1048.pdf>

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

C. Certification for Contracts, Grants and Loans

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS  
**RD Instruction 1940-Q, Exhibit A-1**

The bidder 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 sub awards at all tiers (including contracts, subcontracts, and sub grants under grants and loans) and that all sub recipients 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.

7.03 Naming of Subcontractors

The sub-contractors to whom sub-contracts will be awarded if the bidder is awarded a contract are: (Insert "self" if properly licensed and so intended. Insert "Not required" if such specialty work is not required)

Plumbing Contractor

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contractor License Number: \_\_\_\_\_

Heating and Air Conditioning Contractor

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contractor License Number: \_\_\_\_\_

Electrical Contractor

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contractor License Number: \_\_\_\_\_

Other

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contractor License Number: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contractor License Number: \_\_\_\_\_

(Note: If the owner is a City, County or School District, failure to name the plumbing, HVAC and electrical subcontractors may render the bid "non-responsive" under State Law IC 67-2310)

\*If more contractors are to be named than listed above, please use an additional sheet.

**ARTICLE 8 - DEFINED TERMS**

8.01 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 - BID SUBMITTAL**

9.01 This Bid submitted by:

If Bidder is:

**An Individual**

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
*(Individual's signature)*

SEAL,  
if required  
by State

Doing business as: \_\_\_\_\_

**A Partnership**

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of general partner -- attach evidence of authority to sign)*

SEAL,  
if required  
by State

Name (typed or printed): \_\_\_\_\_

**A Corporation**

Corporation Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Type (General Business, Profession, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Attest \_\_\_\_\_  
*(Signature of Corporate Secretary)*

CORPORATE  
SEAL,  
if required by State

Date of Qualification to do business in \_\_\_\_\_ [State where Project is located] is \_\_\_/\_\_\_/\_\_\_\_\_

**A Joint Venture**

Name of Joint Venture: \_\_\_\_\_

First Joint Venture Name: \_\_\_\_\_

SEAL,  
if required  
by State

By: \_\_\_\_\_

*(Signature of joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venture Name: \_\_\_\_\_

SEAL,  
if required  
by State

By: \_\_\_\_\_

*(Signature of joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the venture should be in the manner indicated above.)

---

Bidder's Business address: \_\_\_\_\_

\_\_\_\_\_

Business Phone No. \_\_\_\_\_

Business FAX No. \_\_\_\_\_

Business E-Mail Address \_\_\_\_\_

State of Idaho Public Works License \_\_\_\_\_

Employer's Tax ID No. \_\_\_\_\_

Phone and FAX Numbers, and Address for receipt of official communications, if different from Business contact information:

\_\_\_\_\_

\_\_\_\_\_

9.02 Bid submitted on \_\_\_\_\_.

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## Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract Funding Agency Edition (No. C-710, 2002 Edition) and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

### TABLE OF CONTENTS

		Page
SC-1.01.A.2	Agency	1
SC-1.01.A.4	Application for Payment	1
SC-1.01.A.10	Change Order	1
SC-1.01.A.20	Engineer's Consultants	2
SC-2.03.A	Commencement of Contract Times; Notice to Proceed	2
SC-4.02	Subsurface and Physical Conditions	2
SC-4.06	Hazardous Environmental Condition at Site	3
SC-5.03	Certificates of Insurance	3
SC-5.04	Contractor's Liability Insurance	3
SC-5.06.A	Property Insurance	4
SC-5.06.A.1	Property Insurance	4
SC-6.05.C	Substitutes and "Or-Equals", Engineer's Evaluation	5
SC-6.06	Concerning Subcontractors, Suppliers, and Others	5
SC-7.01.A	Related Work at Site	5
SC-7.02.A.1	Coordination	5
SC-9.03	Project Representative	6
SC-14.02.A.3	Applications for Payment	6
SC-14.02.C.1	Payment Becomes Due	6
SC-17.05.B	Tribal Sovereignty	6
SC-18.08	Clean Air and Pollution Control Acts	6
SC-18.13	Temporary Construction Project Sign Requirements	6
SC-18.14	Additional Construction Requirements	6

#### **SC-1.01.A.2. Add the following language to the end of Paragraph 1.01.A.2:**

The Project is financed in whole or in part by USDA Rural Utilities Service pursuant to the Consolidated Farm and Rural Development Act (7 USC Section 1921 et seq.). The Rural Utilities Service programs are administered through the USDA Rural Development offices, therefore, the Agency for these documents is USDA Rural Development. Other funding sources for this project include:

#### **SC-1.01.A.4. Add the following language to the end of Paragraph 1.01.A.4:**

The Application for Payment form to be used on this Project is EJCDC No. C-620. The Agency must approve all Applications for Payment before payment is made.

#### **SC-1.01.A.10. Add the following language to the end of Paragraph 1.01.A.10:**

The Change Order form to be used on this Project is EJCDC No. C-941. Agency approval is required before Change Orders are effective.

**SC-1.01.A.20. Add the following language to the end of Paragraph 1.01.A.20:**

The Engineer's Consultants on this project are:

**SC-2.03.A. Delete Paragraph 2.03.A in its entirety and insert the following in its place:**

- A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement.

**SC-4.02. (Select one of the following options by checking the box and completing any necessary information)**

**Add the following new paragraphs immediately after Paragraph 4.02.B:**

- C In the preparation of Drawings and Specifications, Engineer relied upon the following reports of exploration and tests of subsurface conditions at the Site:
  
- D. In the preparation of Drawings and Specifications, Engineer relied upon the following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the Site:
  
- E. Copies of reports and drawings itemized in SC-4.02.C and SC-4.02.D that are not included with Bidding Documents may be examined at:

during regular business hours. These reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which the Contractor may rely as identified and established above are incorporated therein by reference. Contractor is not entitled to rely upon other information and data utilized by Engineer in the preparation of the Drawings and Specifications.

**OR**

**Delete Paragraphs 4.02.A and 4.02.B in their entirety and insert the following:**

- A. No reports or explorations or tests of subsurface conditions at or contiguous to the Site are known to the Owner or Engineer.



**SC-4.06. (Select one of the following options by checking the box and completing any necessary information)**

**Add the following new paragraphs immediately after Paragraph 4.06.A:**

1. In the preparation of Drawings and Specifications, Engineer relied upon the following reports of Hazardous Environmental Conditions at the Site:
  
2. In the preparation of Drawings and Specifications, Engineer relied upon the following drawings of Hazardous Environmental Conditions which are at or contiguous to the Site:
  
3. Copies of reports and drawings itemized in SC-4.06.A.1 and SC-4.06.A.2 that are not included with Bidding Documents may be examined at:

during regular business hours. These reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which the Contractor may rely as identified and established above are incorporated therein by reference. Contractor is not entitled to rely upon other information and data utilized by Engineer in the preparation of the Drawings and Specifications.

**OR**

**Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:**

- A. No reports or explorations or tests of subsurface conditions at or contiguous to the Site are known to the Owner or Engineer.

**SC-5.03. Add the following new paragraph immediately after Paragraph 5.03.B:**

- C. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

**SC-5.04. Add the following new paragraph immediately after Paragraph 5.04.B:**

- C. The limits of liability for insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
  1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:
    - a. State: Statutory
    - b. Applicable Federal (e.g., Longshoremen's) Statutory
    - c. Employer's Liability (each accident)
  
  2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of the Contractor:
    - a. General Aggregate (per project)

- b. Products - Completed Operations Aggregate
  - c. Personal and Advertising Injury
  - d. Each Occurrence (Bodily Injury and Property Damage)
  - e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.
  - f. Excess or Umbrella Liability
    - 1) General Aggregate
    - 2) Each Occurrence
3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:
- a. Bodily Injury:  
Each Person  
Each Accident
  - b. Property Damage:  
Each Accident
  - c. Combined Single Limit of
4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
- a. Bodily Injury:  
Each Person  
Each Accident
  - b. Property Damage:  
Each Accident  
Annual Aggregate
5. List additional types and amounts of insurance that may be required by Owner:
6. List by name other persons or entities to be included on policy as additional insureds:

**SC-5.06.A. (Select one of the following options by checking the box and completing any necessary information)**

A single prime contractor will be selected for this project. Do not modify SC-5.06.

Multiple prime contractors will be on a single Site. Define the Contractor responsible for providing the Property Insurance:

**SC-5.06.A.1. List by name other persons or entities to be included on policy as additional insureds:**

**SC-6.05.C. Amend the paragraph by making two subparagraphs under the title C. Engineer's Evaluation. The paragraph text is retitled, 6.05.C.2 After Effective Date of Agreement. A new paragraph is added before this paragraph to read as follows:**

1. During Bidding. The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or "or-equal" materials and equipment as defined in paragraph 6.05 of the General Conditions, or those substitute materials and equipment approved by the Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function, and quality to be met by any proposed substitute or "or-equal" item. Request for Engineer's clarification of materials and equipment considered "or-equal" prior to the Effective Date of the Agreement must be received by the Engineer at least 5 days prior to the date for receipt of Bids. No item of material or equipment will be considered by Engineer as a substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least days prior to the date for receipt of Bids. Each request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon the Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

**SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:**

H. The Contractor shall not award work valued at more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

**SC-7.01.A. If the Owner is planning to have Work performed by more than one prime contractor, by Owner, or others, it should be specifically stated here:**

**SC-7.02.A.1. (Select one of the following options by checking *the box and completing any necessary information*)**

Multiple prime contractors are working on a single Site. Delete paragraphs 7.02.A.1-3 in their entirety and insert the following:

1. The Contractor shall have the authority and be responsible for coordination of the activities among the other prime contractors and subcontractors on the Site to ensure a safe, efficient working environment. This authority covers scheduling delivery of materials, storage of materials, sequencing of construction involving different crafts, resolving interface issues between crafts, scheduling testing, and all other aspects of the Work that do not impact the design or function of the Work.

Only one prime contractor is working on the project site. Do not modify SC-7.02.A.1.

**SC-9.03.A. Add the following language at the end of paragraph 9.03.A:**

The Engineer will provide Resident Project Representative services for this project. The Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative will be as stated in Exhibit D of the Agreement Between Owner and Engineer, E-510, 2002 Edition, as amended and executed for this specific Project. If anyone other than the Engineer is providing the Resident Project Representative, identify them here and describe how this arrangement will function:

**SC-14.02.A.3 Add the following language at the end of paragraph 14.02.A.3:**

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

**SC-14.02.C.1. Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:**

1. The Application for Payment with Engineer's recommendations will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 14.02.D will become due \_\_\_\_\_ days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

**SC-17.05. (Select one of the following options by checking *the box and completing any necessary information*)**

*The project owner is a Tribe. Add a new paragraph immediately after Paragraph 17.05.A:*

B. Tribal Sovereignty. No provision of this Agreement will be construed by any of the signatories as abridging or debilitating any sovereign powers of the \_\_\_\_\_ ; affecting the trust-beneficiary relationship between the Secretary of the Interior, Tribe, and Indian landowner(s); or interfering with the government-to-government relationship between the United States and the Tribe.

*The project owner is not a Tribe. Do not modify SC-17.05.*

**SC-18.08 Delete paragraph 18.08.A in its entirety and insert the following in its place:**

A. If this Contract exceeds \$100,000, the Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC §1857(h)), Section 508 of the Clean Water Act (33 USC §1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

**SC-18.13 Add the following paragraph after 18.12:**

18.13 Temporary Construction Project Sign Requirements

A. Contractor will provide a temporary construction project sign as shown in the contract documents. The cost of the sign will be identified in the Bid Schedule, or if not specifically identified in the Bid Schedule, the cost for the sign shall be included in other items.

**SC-18.14 Add the following paragraph:**

18.14 Additional Construction Requirements

- A. The Contractor shall comply with EPA's regulations regarding the Construction General Permit under the National Pollutant Discharge Elimination System.
- B. All construction activities shall be in accordance with the "Catalog of Storm Water Best Management Practices for Idaho Cities and Counties" by the Idaho Department of Environmental Quality.
- C. Refueling of equipment and storage of petroleum products is forbidden within 300 feet of any waterway or wetland.
- D. The Contractor will employ measures to control and minimize dust resulting from construction activities.

**RECORD OF PRE-CONSTRUCTION CONFERENCE**

DATE:

NAME OF ASSOCIATION	ADDRESS <i>(Including Zip Code and Telephone)</i>
NAME OF CONSULTING ENGINEER (FIRM)	ADDRESS <i>(Including Zip Code and Telephone)</i>
NAME OF CONTRACTOR (FIRM)	ADDRESS <i>(Including Zip Code and Telephone)</i>

LOCATION OF CONFERENCE

**SUBJECTS TO BE DISCUSSED**

1. Identification of Official Representatives of Association, Architect, Engineer, Contractor and Agency:

ASSOCIATION: \_\_\_\_\_ ARCHITECT/ENGINEER \_\_\_\_\_

HEADQUARTERS: \_\_\_\_\_ HEADQUARTERS: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ AGENCY: \_\_\_\_\_

HEADQUARTERS: \_\_\_\_\_ HEADQUARTERS: \_\_\_\_\_

2. Responsibilities of Consulting Architect/Engineer: *(Does not "supervise" the contractor's employees, equipment or operations.)*

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

3. Responsibilities of Association's: *(Actual contracting Organization.)*

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

4. Responsibilities of Agency Representative: *(Must see that approval conditions are observed and represents the Government's interests.)*

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

5. Responsibilities of Contractor: *(Review contract terms.)*

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

6. Responsibilities of Any Other Agency Contributing to the Project:

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

7. General Discussion of Contract:

A. Alternative Specifications: *(Does everyone understand the alternatives applicable to the contract as awarded?)*

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

B. Initiative Construction: *(Notice to Proceed.)*

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

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C. Completion Time for Contract. *(Does everyone understand contract requirements and methods of Computing?)*

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D. Liquidated Damages:

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E. Requests for Extension of Contract Time:

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F. Procedures for Making Partial Payments:

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G. Guarantee on Completed Works: *(Materials, Installed Equipment, Workmanship, Etc.)*

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H. Other Requirements of the Contract and Specifications which Deserve Special Discussions by All Parties.

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8. Contractor's Schedule:

A. Analyze Work Schedule in Sufficient Detail to Enable Consulting Engineer to Plan His Operations: *(Consideration must be given to needs of Association and the planned operations of other contractors.)*

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B. Equipment to be Used by Contractor:

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c. Contractor's Plans for Delivering Materials to Project Site: *(Protection and Storage of Materials.)*

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9. Sub-Contracts: *(Review and approval of proposed Sub-Contractors and their work schedules.)*

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10. Status of Materials Furnished by Association:

A. Schedule for Future Deliveries:

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B. Procedures to be Adopted by Contractor in Accounting for and Storing Such Materials:

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11. Change Orders: *(Detailed explanation of procedure to be followed and clearance which must be obtained before changes are implemented.)*

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12. Staking of Work: *(Clearly Define responsibilities of Architect/Engineer and Contractor. Line and Grade must be furnished by Architect.)*

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13. Project Inspection:

A. Functions of Consulting Architect/Engineer. Including Records and Reports:

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B. Responsibilities of Owner:

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C. Responsibilities of Agency:

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D. Safety and Sanitary Regulations:

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14. Final Acceptance of Work: *(Include requirements for tests and cleanup of project site.)*

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15. Labor Requirements:

A. Equal Employment Opportunity Requirements:

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B. Davis-Bacon Act:

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C. Other Federal Requirements:

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D. State and Local Requirements:

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E. Union Agreements:

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F. Repts Required:

---

16 Equal Employment Provisions of Contract:

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17. Rights-of-Way and Easements:

A. Explain any Portion of Project Not Available to Contractor:

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B. Contractors Responsibilities During Work Covered by Contract:

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C. Coordination With Railroads, Highway Departments and Other Organizations:

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18. Placement of Project Signs and Posters:

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19. Handling Disputes:

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NOTED AND CONCURRED WITH, *But understood not to be a modification of any existing contracts or agreements:*

*(Signatures of Members of Governing  
Board of Association)*

\_\_\_\_\_  
*(Chairman)*

\_\_\_\_\_  
*(Board Member)*

\_\_\_\_\_  
*(Board Member)*

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*(Contractor Representative)*

\_\_\_\_\_  
*(Contractor Representative)*

\_\_\_\_\_  
*(Contractor Representative)*

\_\_\_\_\_  
*(Consulting Architect/Engineer Representative)*

\_\_\_\_\_  
*(Agency Representative)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



RECORD OF PRE-CONSTRUCTION CONFERENCE

DATE:

NAME OF OWNER	ADDRESS (including Zip Code and Telephone)  Fax:
NAME OF CONSULTING ENGINEER/ARCHITECT (FIRM)	ADDRESS (including Zip Code and Telephone)  Fax:
NAME OF CONTRACTOR (FIRM)	ADDRESS (including Zip Code and Telephone)  Fax:
LOCATION OF CONFERENCE	

**SUBJECTS TO BE DISCUSSED**

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**1. Identification of Official Representatives of Owner, Engineer/Architect, Contractor, Block Grant**

**Administrator, & USDA-RD**

OWNER: _____ _____ ADDRESS: _____ _____ CONTRACTOR _____ ADDRESS: _____ _____ USDA, RD: _____ ADDRESS: _____ _____ PHONE: _____	ARCHITECT/ ENGINEER: _____ INSPECTOR: _____ ADDRESS: _____ _____ Block Grant Admin: _____ ADDRESS: _____ _____ PHONE: _____
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2. **Responsibilities of Consulting Engineer/Architect: (Does not "supervise" the contractor's employees, equipment or operations.)**

Assure owner obtains desired facility. Certifies payment estimates. Prepares any change orders. Requests any other funding as soon as allowed. General review of the work by a registered professional engineer/architect. Supervises resident inspector. Issue Statements of Substantial Completion. Provide as-built drawings. Approves shop drawings.

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3. **Responsibilities of Owner's Governing Body: (Actual contracting Organization)**

Monitors consultant, inspector & contractor's activities and provides RD with a narrative each month explaining (1) any schedule slippage; (2) quantity overruns (analysis & explanation); (3) any significant problems, delays, or adverse conditions and the action taken or contemplated to resolve immediately; (4) any favorable developments. Approves change orders and payment estimates. Member of final inspection team. Works through engineer/architect

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4. **Responsibilities of Block Grant Administrator:**

(see attached Block Grant Preconstruction Conference Checklist)

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5. **Responsibilities of RD Specialist (Must see that approval conditions are observed and represents the Government's interests.)**

Monitors construction. Signs acceptance of payment estimates. Signs acceptance of change orders if less than \$15,000 & no major technical change, otherwise forwarded to RD State Director. Order funds only when and in amount needed.

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6. **Responsibilities of Contractor: (Review contract terms.)**

Furnished all materials, labor, and equipment necessary to construct per plans & specifications. Notifies engineer/architect of any discrepancies. Completes job on schedule.

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7. **Responsibilities of Any Other Agency Contributing to the Project:**

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8. **General Discussions of Contract:**

A. **Alternative Specifications-**. (Does everyone understand the alternatives applicable to the contract as awarded)?

B. **Initiating Construction: (Notice to Proceed):** \_\_\_\_\_

C. **Completion Time for Contract:** \_\_\_\_\_ days to substantial completion and \_\_\_\_\_ days to final completion.

D. **Liquidated Damages:** \$\_\_\_\_\_ per day for delay of substantial completion and \$\_\_\_\_\_ per day for delay of time between substantial completion and project completion.

F. **Requests for Extension of Contract Time:**

Must be made with a change order in writing to consultant or owner promptly.

G. **Procedures for Making Partial Payments:**

Partial payment estimate prepared on the \_\_\_\_\_ of each month. Must use Form RD 1924-18, or the certifications therefrom on a form similar to EJCDC 1910-8-E, or add certification statement and signature blocks therefrom. Engineer/Architect may withhold payment if defective work is not remedied; if the contractor is behind his schedule. \_\_\_\_\_% retainage.

H. **Guarantee on Completed Work: (Materials, Installed Equipment, Workmanship, Etc.)**

One year after substantial completion. Performance Bond in effect one year after final acceptance.

- I. **Other Requirements of the Contract and Specifications which Deserve Special Discussions by All Parties:**  
See attached engineer's/architect's preconstruction conference checklist  
Environmental/Cultural issues; mitigation measures
- 

9. **Contractors Schedule and Other Personnel:**

**Construction Manager:** \_\_\_\_\_ **mobile phone:** \_\_\_\_\_  
**Other:** \_\_\_\_\_ **mobile phone:** \_\_\_\_\_

- A. **Analyze Work Schedule in Sufficient Detail to Enable Consulting Engineer/Architect to Plan His Operations: (Consideration must be given to needs of Owner and the planned operations of other contractors.)**

Contractor will provide work schedule to Engineer/Architect as soon as possible.

Schedule showing monthly quantity completion for major items must be furnished before first payment estimate. Send copy to USDA-RD Area Office.

- B. **Equipment to be used by Contractor:**

- C. **Contractor's Plans for Delivering Materials to Project Site: (Protection and storage of Materials.)** as per contract documents
- 

10. **Sub-Contracts: (Review and approval of proposed Sub-Contractors and their work schedules.)**

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11. **Status of Materials Furnished by Owner:**

- A. **Schedule for Future Deliveries:**

- B. **Procedures to be adopted by contractor in accounting for and storing such materials:**

- C. **Other:** Storage Location
- 

12. **Change Orders:** (Detailed explanation of procedure to be followed and clearance, which must be obtained before changes are implemented.)

Use Form RD 1924-7 or EJCDC 1910-6-B with a RD approval signature block added. Required before additional work accomplished including quantity overruns. Estimate overruns, final cleanup change order. Use unit prices bid or if not applicable, negotiated unit or lump sum prices. Contractor warned may not be paid for changes if not covered by fully approved change order. Call for verbal approval if holding up work.

Change Orders Proposed at this time:

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**13. Staking of Work: (Clearly Define responsibilities of Engineer/Architect and Contractor. Engineer/Architect must furnish Line and Grade.)**

Engineer/Architect to furnish baseline and bench marks per contract

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**14. Project Inspection:**

- A. **Functions of Consulting Engineer/Architect, including Records and Reports:** All inspections must be recorded each day, in a hardbound book with consecutively numbered pages in ink so as to be acceptable in a court of law. Copy of page entries made available to RD Area Office, if requested.
  - B. **Responsibilities of Owner:** Monitor, pre-final, final inspection, 11-month inspection after substantial completion.
  - C. **Responsibilities of USDA-RD:** Same as owners.
  - D. **Safety and Sanitary Regulations:** OSHA and-AGC's Manual.
- 

**15. Final Acceptance of Work: (include requirements for tests and cleanup of project site.)**

When everything 100% complete.

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**16. Labor Requirements:**

- A. **Equal Employment Opportunity Requirements:**  
No discrimination. Want ads to state and EO employers. EO provisions to be put in sub-contracts over \$10,000. Written policy on EO communicated all employees. Have certified: facilities for employees are not segregated. If over 50 employees & \$50,000 contract, Affirmative Action Plan.
  - B. **Davis-Bacon Act:**  
Idaho Community Development Block Grant funding requires Davis-Bacon Wage Rates for all workers.
  - C. **Other Federal Requirements:** Copeland Anti-Kickback law.
  - D. **Other State and Local Requirements:** Contractor is responsible to adhere to other State and local laws and regulations, not specified in the contract, pertaining to construction and construction related matters.
  - E. **Union Agreements:** Send non-discrimination notice to any unions involved.
  - F. **Reports Required:** Complete Form CC-257, "Monthly Employment Utilization Report" on a monthly basis and keep on file. If over 100 employees, file SF 100 within 30 days of award and annually on or before March 31 of each year. If over \$50,000 contract and 50 employees, within 120 days of award file a written Affirmative Action Plan.
- 

**17. Equal Employment Provisions of Contract:**

Covered in RD Supplemental General Conditions OR in EJCDC - FA General Conditions. Contractors given Form RD 400-3 and required poster.

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**18. Rights-of-Way and Easements:**

- A. **Explain any Portion of Project not available to Contractor:**
- B. **Contractor's Responsibilities During Work Covered by Contract:**  
Protect adjacent property.
- C. **Coordination with Railroads, highway departments and other organizations:**

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**19. Placement of Poster:**

RD Equal Opportunity Poster in office where hiring and on job trailer.

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**20. Placement of Project Sign:**

Provide contractor with information for project sign. Location of sign.

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**21. Handling Disputes:** First try informally in conference with all parties.

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NOTED AND CONCURRED WITH, But understood not to be a modification of any existing contracts or agreements:

(Signature of Owner)

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(Mayor, President, or Chairman)

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(Contractor Representative)

---

(Council/Board Member)

---

(Contractor Representative)

---

(Council/Board Member)

---

(Consulting Engineer/Architect Representative)

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(Rural Development Representative)

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(Block Grant Administrator)

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