



Ohio Rural Development

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

Engineer: \_\_\_\_\_ Phone: \_\_\_\_\_

200 North High Street Room 500 Columbus, OH 43215

Voice 614-255-2400

**2013 EJCDC Bidding Document Checklist**

(Check YES or NO)

- A. Preliminary Engineering Report (PER): **APPROVED:** \_\_\_\_ \_\_\_\_
- B. Environmental Report (ER): **APPROVED:** \_\_\_\_ \_\_\_\_
- C. EJCDC E-500 (2014) Engineering Agreement **APPROVED:** \_\_\_\_ \_\_\_\_
- D. Are there 2 completed and bound Bidding Documents included?
- E. Is there an updated project cost estimate provided?
- F. Are the funds available sufficient to cover estimated costs?
- G. Has the owner’s legal counsel reviewed the prepared documents?
- H. What is the proposed bid date? \_\_\_\_\_
- I. Attached are the extracted RUS Bulletin 1780-26 instructions that are to be followed when assembling the Bidding Documents to assist the user in making sure all modifications are done prior to submittal. The boxes to the left of the specific items are clickable to aid in assembly of the document.

**Guidance for Assembly of Bidding Documents:**

- The following documents have been modified and are to be used instead of the listed items in the RUS 1780-26 (dated 2014) when assembling the Bidding Documents;
  - C-200 (Rev 1)
  - C-510 (Rev 1)
  - C-520 (Rev 1)
  - C-700 (Rev 1)
  - C-800 (Rev 1)

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## THE CONSTRUCTION CONTRACT AND BIDDING DOCUMENTS MODIFICATIONS FOR RUS FUNDED PROJECTS

### 1 PURPOSE

This exhibit explains the use of the EJCDC construction contract and bidding documents. It includes a table of all the required documents and instruction for modification and review of these documents.

### 2 GENERAL INFORMATION

The EJCDC has developed a 2013 edition of the Construction Series (Owner-Contractor) documents that when assembled as described in this Bulletin is acceptable for use on WWD projects funded by RUS. All contract documents must be approved by the USDA, Rural Development State Engineer prior to advertisement for bids, the Agency must concur in award, and the executed contract documents must be approved by the USDA, Rural Development State Engineer prior to Agency concurrence in any payment of RUS funding for construction services. A copy of the signature page on the last page of this exhibit must be used for this purpose.

### 3 INSTRUCTIONS

- a Assembly of Documents. Bid packages must be assembled in accordance with the following notes, requirements of Exhibits E through H, and the table below:
- b Indicating Revised Text. Although the following instructions direct that changes be made to various EJCDC construction documents, actual changes to EJCDC standard language must be made using either bold type additions or deletions with strike-outs or addenda showing all revisions.
- c General Conditions. The EJCDC General Conditions (C-700) should not be modified. Changes to C-700 should only be made via the Supplementary Conditions, except in unusual cases as approved by the USDA State Engineer.
- d EJCDC Suggested Language. The Instruction to Bidders and Supplementary General Conditions must be developed by the Engineer based on EJCDC guidance documents and the instructions and Exhibits below. The USDA State Engineer must verify that the instructions and Exhibits below were followed prior to any advertisement for bids.
- e EJCDC Standard Language. The Bid Form and the Agreement Between Owner and Contractor are standard documents from EJCDC, but must be modified before use on an RUS funded project as explained below. The USDA State Engineer must verify that the instructions and Exhibits below were followed prior to advertisement for bidding.
- f Project Signs. It is customary that project signs identifying the Owner, Contractor, Engineer, and Funding Agencies be displayed during project construction. The sign requirements are not included in the Supplementary Conditions, but should be a part of the specifications prepared by the Engineer. The Engineer should contact the Rural

Development State Office for specific requirements and include the sign standard in the bid package.

Note that at least five copies of the executed construction contracts documents (two for Agency, one for Engineer, one for Contractor, and one for Owner) must be submitted to the RD State Office for review and acceptance before issuance of the Notice to Proceed.

## Assembling the Construction Contract and Bidding Documents

Advertisement for Bids	Use EJCDC C-111 (2013).
Instructions to Bidders	(EJCDC C-200 (Rev 1)) Engineer will develop the Instructions to Bidders using the Suggested Instructions to Bidders for Construction Contracts as modified by this Bulletin 1780-26.
Qualifications Statement	Use EJCDC C-451 (2013).
Bid Form	Use EJCDC C-410 (2013) as modified by this Bulletin.
Bid Bond	Use EJCDC C-430 (2013).
Notice of Award	Use EJCDC C-510 (Rev 1). Owner must obtain concurrence of Agency prior to announcing award.
Agreement Between Owner and Contractor (Stipulated Price)	Use EJCDC C-520 (Rev 1) as modified by this Bulletin.
Standard General Conditions of the Construction Contract	Use EJCDC C-700 (Rev 1). Modifications to C-700 should be made in the Supplementary Conditions, not in C-700 itself.
Supplementary Conditions	Use (EJCDC C-800 (Rev 1)), Engineer will develop the Supplementary Conditions using the Guide to the Preparation of Supplementary Conditions (EJCDC C-800, (Rev 1)) as modified by this Bulletin.
Performance Bond	Use EJCDC C-610 (2013). Note that the bond must be at least 100% of the bid amount.
Payment Bond	Use EJCDC C-615 (2013). Note that the bond must be at least 100% of the bid amount.
Application for Payment	Use EJCDC C-620 (2013). This documents is pre-approved for use per 7 CFR 1780.76(e).
Change Order	Use EJCDC C-941 (2013). This documents is pre-approved for use per 7 CFR 1780.76(h)(2).
Notice to Proceed	Use EJCDC C-550 (2013).
Certificate of Substantial Completion	Use EJCDC C-625 (2013).
Compliance Statement	Use Form RD 400-6.
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions	Use Form AD-1048.
Certification for Contracts, Grants, and Loans	Use Exhibit A-1 of RD Instruction 1940-Q.
Construction Project Sign	Template provided by RD State Office.
Certificate of Owner's Attorney	Use template provided in Attachment GC-A of this Bulletin. RUS Bulletin 178-26, Exhibit I.
Engineer's Certification of Final Plans and Specifications	Use template provided in Attachment GC-B of this Bulletin. RUS Bulletin 178-26, Exhibit J.

## ENGINEER'S DEVELOPMENT OF INSTRUCTIONS TO BIDDERS

The Engineer will develop the Instructions to Bidders using the Suggested Instructions to Bidders (EJCDC C-200, Rev 1, 2013) and using the instructions provided in this Bulletin. In addition, the Engineer must ensure that any applicable state or federal wage rate requirements are added to the Instructions to Bidders (ITB) at Article 24. The USDA, Rural Utilities Service, Water and Waste Disposal program does not require the use of Davis Bacon Wage rates in most cases, but other sources of federal funds may.

- ITB 3.01 The second suggested version of 3.01 is not acceptable for use on RUS funded projects. Owners must not preclude entities from submitting bids.
- ITB 8.01 Bid security must be at least 5% of the Bidder's maximum Bid price.
- ITB 9.01 The second suggested version of 9.01 (applicable to Price-plus-Time bids) is not acceptable for use on RUS funded projects.
- ITB 11 The following text shall be used for Article 11:

### ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

11.01 The Contract for the Work, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids in the case of a proposed substitute and 5 days prior in the case of a proposed “or-equal.” Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed 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. Substitutes and “or-equal” materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.04 and 7.05 of the General Conditions after the Effective Date of the Contract.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder's sole risk.

11.03 If an award is made, Contractor shall be allowed to submit proposed substitutes and “or-equals” in accordance with the General Conditions.

- ITB 12.01 Do not include this first paragraph of Article 12.
- ITB 12.02 Do not include this second paragraph of Article 12.
- ITB 12.03 Insert the following text at the beginning of the third paragraph of Article 12, “If required by the bid documents.”

- ITB 12.05 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- ITB 12.06 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.06.
- ITB 14.01 The fourth suggested versions of 14.01 (for cost-plus-fee bids) is not acceptable for use on RUS funded projects.
- ITB 14.04 Do not include Article 14.04 (applicable only to Price-plus-Time bids).
- ITB 19.03.B The fourth version of 19.03.B (for Cost-plus-Fee bids) will not be used.
- ITB 19.03.C Will not be used (applicable only to Price-plus-Time bids).
- ITB 24 The following text must be used for Article 24:

#### ARTICLE 24 WAGE RATE REQUIREMENTS

24.01 If the contract price is in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.

### **ENGINEER'S DEVELOPMENT OF BID FORM**

Development of the Bid Form must be based on the Bid Form for Construction Contracts (EJCDC C-410, 2013) as modified below.

In Article 5, "Basis of Bid," do not use the Suggested Formats for Price-plus-Time Bids or Cost-plus-Fee bids.

Use the first version of Article 6.01 regarding "Time of Completion."

Add the following additional required Attachments to Article 7.01, "Attachments to this Bid":

H. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplemental General Conditions;

I. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);

J. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans.

**ENGINEER'S DEVELOPMENT OF AGREEMENT BETWEEN  
OWNER AND CONTRACTOR**

Development of the Agreement between Owner and Contractor must be based on EJCDC C-520 (Rev 1), 2013, as modified below:

- Delete paragraph 4.04 in its entirety and insert the following in its place:

[Deleted]

- Amend paragraph 6.02.A.1.a by adding 95 to the blank.
- Amend paragraph 6.02.A.1.a by deleting the period at the end of the first sentence, replacing it with a semicolon, and by striking out the following text: "If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage;"
- Amend paragraph 6.02.A.1.b by adding 95 to the blank.
- Amend paragraph 6.02.B by inserting "of the entire construction to be provided under the Contract Documents" after "Substantial Completion."

## ENGINEER'S DEVELOPMENT OF SUPPLEMENTARY CONDITIONS

The Engineer will develop Supplementary Conditions using the guidance from the Guide to the Preparation of Supplementary Conditions (EJCDC C-800 (Rev 1), 2013), instructions provided in this Bulletin, and by adding other project-specific supplementary conditions as required for the project.

The Supplementary Conditions document that is developed for a specific Project is the contractual means by which the Standard General Conditions (EJCDC C-700 (Rev 1), 2013) are modified and supplemented for the Project. The references in the Supplementary Conditions items below (and in EJCDC C-800 (Rev 1) as published) to adding, amending, or supplementing are referring to the paragraphs of C-700 (Rev 1). Thus the first item below, SC-1.01.A.8, is a contractual provision that adds the stated language ("The Change Order form to be used etc.") to Paragraph 1.01.A.8 of C-700 (Rev 1).

As in C-800 (Rev 1) itself, the actual Supplementary Conditions (contract terms) are shown in bold. as modified below. Also included below are a few Guidance Notes to assist in development of the Project-specific Supplementary Conditions document. The Guidance Notes are not in bold.

The Supplementary Conditions items that follow are mandatory for each specific Project, unless noted otherwise. In most cases they are new (supplemental) SC items; in a few cases, they replace or expand on a Supplementary Condition item that is in EJCDC C-800 (Rev 1), as published.

In addition to including the items that follow in the Supplementary Conditions document for the specific Project, the Engineer (in cooperation with the Owner) also should follow the guidance of EJCDC C-800 (Rev 1), as published, to develop other SC items for inclusion in the Project-specific Supplementary Conditions document; as the published guidance indicates, some of the published SC items are mandatory, or require additional Project-specific input, such as insurance coverage limits. Other SC items in C-800 (Rev 1) as published are optional but in many cases will be useful for the specific Project.

Include the following RUS-mandated Supplementary Conditions (or follow the Guidance Notes provided) in the Supplementary Conditions document for the specific Project:

- SC 1.01.A.8 Add the following language at the end of last sentence of Paragraph 1.01.A.8:**

**The Change Order form to be used on this Project is EJCDC C-941. Agency approval is required before Change Orders are effective.**

- SC 1.01.A.48 Add the following language at the end of the last sentence of Paragraph 1.01.A.48:**

**A Work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.**

- SC 1.01.A.49 Add the following new Paragraph after Paragraph 1.01.A.48:**

**Abnormal Weather Conditions – Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.**

- SC 1.01.A.50 Add the following new Paragraph after Paragraph 1.01.A.49:**

**Agency - 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.**

- SC 2.02.A Amend the first sentence of Paragraph 2.02.A. to read as follows:**

**Owner shall furnish to Contractor five copies of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF).**

- SC 2.06.B (Non-mandatory). Guidance Note: If the parties do not intend to develop electronic or digital transmittal protocols, then Paragraph 2.06B of the General Conditions may be deleted. Use the following Supplementary Condition in such case:

- SC- 2.06.B Delete Paragraph 2.06.B and replace it with the term [Deleted].**

Guidance Note, continued: If the use of electronic data, electronic media, or electronic project monitoring is planned for this Project, then the parties may develop a protocol with the assistance of the Engineer or Consensus DOCS form 200.2 may be added to the Construction Contract as an Exhibit. If Consensus DOCS form 200.2 will be used, then include the following Supplementary Condition:

- SC-2.06.B Add the following language to the end of 2.06.B:**

**Special requirements for electronic data apply to this Project. See attached Exhibit entitled “Electronic Communications Protocol Addendum,” Consensus DOCS form 200.2.**

- SC 4.01.A Amend the last sentence of Paragraph 4.01.A by striking out the following words:**

**In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.**

- SC 4.05.C.2 Amend Paragraph 4.05.C.2 by striking out the following text: “abnormal weather conditions;” and inserting the following text:**

**Abnormal Weather Conditions;**

- SC 5.03 Guidance Note: Amend Paragraph 5.03 using one of the suggested Paragraphs SC 5.03 in EJCDC C-800 (Rev 1), concerning reports and drawings of conditions at the Site, and any Technical Data in the reports and drawings on whose accuracy the Contractor may rely.
- SC 5.06 Guidance Note: Amend Paragraph 5.06 using one of the suggested Paragraphs SC 5.06 from EJCDC C-800 (Rev 1), concerning reports and drawings regarding Hazardous Environmental Conditions at

the Site, and any Technical Data in those reports and drawings on whose accuracy the Contractor may rely.

- SC 6.03 Guidance Note: Amend Paragraph 6.03 identifying specific insurance coverage requirements using guidance from EJCDC C-800 (Rev 1).
- SC 7.04.A Amend the third sentence of Paragraph 7.04.A by striking out the following words:**  
**Unless the specification or description contains or is followed by words reading that no like, equivalent, or 'or-equal' item is permitted.**
- SC 7.04.A.1 Amend the last sentence of Paragraph a.3 by striking out "and;" and adding a period at the end of Paragraph a.3.**
- SC 7.04.A.1 Delete paragraph 7.04.A.1.a.4 in its entirety and insert the following in its place:**  
**[Deleted]**
- SC 7.06.A Amend Paragraph 7.06.A by adding the following text to the end of the Paragraph:**  
**The Contractor shall not award work valued at more than fifty percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.**
- SC 7.06.B Delete paragraph 7.06.B in its entirety and insert the following in its place:**  
**[Deleted]**
- SC 7.06.E Amend the second sentence of Paragraph 7.06.E by striking out "Owner may also require Contractor to retain specific replacements; provided, however, that".**
- SC 10.03 Guidance Note: Amend Paragraph 10.03 using one of the two alternatives presented in C-800's (Rev 1) section on SC 10.03 (either the Engineer will provide Resident Project Representative services on the Project, with specific authority and responsibilities, or Engineer will not provide Resident Project Representative services).
- SC 11.07.C Add the following new Paragraph after Paragraph 11.07.B:**  
**All Contract Change Orders must be concurred in by Agency before they are effective.**
- SC 13.02.C Delete Paragraph 13.02.C in its entirety and insert the following in its place:**  
**[Deleted]**
- SC 15.01.B Amend the second sentence of Paragraph 15.01.B.1 by striking out the following text: "a bill of sale, invoice, or other."**
- SC 15.01.B.3 Add the following language at the end of paragraph 15.01.B.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 15.01.B.4 Add the following new Paragraph after Paragraph 15.01.B.3:

The Application for Payment form to be used on this Project is EJCDC C-620. The Agency must approve all Applications for Payment before payment is made.

- SC 15.01.D.1 Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

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 15.01.E will become due twenty (20) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

- SC 15.02.A Amend Paragraph 15.02.A by striking out the following text: "no later than seven days after the time of payment by Owner" and insert "no later than the time of payment by Owner."

- SC 18.09 Add the following new paragraph after Paragraph 18.08:

**Tribal Sovereignty. No provision of this Agreement will be construed by any of the signatories as abridging or debilitating any sovereign powers of the {insert name of Tribe} Tribe; 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.**

- SC 19 Add Article 19 titled "FEDERAL REQUIREMENTS"

- SC 19.01 Add the following language as Paragraph 19.01 with the title "Agency Not a Party":

**A. This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees is a party to this Contract.**

- SC 19.02 Add the following sections after Article 19.01 with the title "Contract Approval":

**A. Owner and Contractor will furnish Owner's attorney such evidence as required so that Owner's attorney can complete and execute the following "Certificate of Owner's Attorney" (Attachment GC-A) before Owner submits the executed Contract Documents to Agency for approval.**

**B. Concurrence by Agency in the award of the Contract is required before the Contract is effective.**

- SC 19.03 Add the following language after Article 19.02.B with the title "Conflict of Interest":

**A. Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Owner’s officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in Contractor. Owner’s officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.**

**SC 19.04 Add the following language after Article 19.03.A with the title “Gratuities”:**

**A. If Owner finds after a notice and hearing that Contractor, or any of Contractor’s agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.**

**B. In the event this Contract is terminated as provided in paragraph 19.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.**

**SC 19.05 Add the following language after Article 19.04.B with the title “Audit and Access to Records”:**

**A. Owner, 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 the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.**

**SC 19.06 Add the following language after Article 19.05.A with the title “Small, Minority and Women’s Businesses”:**

**A. If Contractor intends to let any subcontracts for a portion of the work, Contractor shall take affirmative steps to assure that small, minority and women’s businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of: (1) including qualified small, minority and**

women's businesses on solicitation lists; (2) assuring that small, minority and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; (6) requiring each party to a subcontract to take the affirmative steps of this section; and (7) Contractor is encouraged to procure goods and services from labor surplus area firms.

**SC 19.07 Add the following after Article 19.06.A with the title "Anti-Kickback":**

**A. Contractor shall comply with the Copeland Anti-Kickback Act (18 USC 874 and 40 USC 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.**

**SC 19.08 Add the following after Article 19.07.A with the title "Clean Air and Pollution Control Acts":**

**A. If this Contract exceeds \$100,000, compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h) and 42 USC 7401et. seq.), section 508 of the Clean Water Act (33 U.S.C. 1368) and Federal Water Pollution Control Act (33 USC 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations is required. Contractor will report violations to the Agency and the Regional Office of the EPA.**

**SC 19.09 Add the following after Article 19.08 with the title "State Energy Policy":**

**A. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.**

**SC 19.10 Add the following after Article 19.09 with the title "Equal Opportunity Requirements":**

**A. If this Contract exceeds \$10,000, Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

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

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

**SC 19.11 Add the following after Article 19.10.C with the title "Restrictions on Lobbying":**

**A. Contractor and each subcontractor shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable Agency regulations. This Law applies to the recipients of contracts and 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, Contractor must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.**

**SC 19.12 Add the following after Article 19.11.A with the title "Environmental Requirements":**

**When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:**

- A. Wetlands – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.**
- B. Floodplains – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.**
- C. Historic Preservation – Any excavation by Contractor that uncovers an historical or archaeological artifact or human remains shall be immediately reported to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the State Historic Preservation Officer (SHPO).**
- D. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.**
- E. Mitigation Measures – The following environmental mitigation measures are required on this Project: {Insert mitigation measures here}.**

**CERTIFICATE OF OWNER’S ATTORNEY AND AGENCY CONCURRENCE**

CERTIFICATE OF OWNER’S ATTORNEY

PROJECT NAME: \_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

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 is adequate and 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 the terms, conditions, and provisions thereof.

\_\_\_\_\_  
Name Date

AGENCY CONCURRENCE

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

\_\_\_\_\_  
Agency Representative Date

\_\_\_\_\_  
Name

**ENGINEER’S CERTIFICATION OF FINAL PLANS AND SPECIFICATIONS**

PROJECT NAME:

The final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, comply with all requirements of the U.S. Department of Agriculture, Rural Utilities Service, to the best of my knowledge and professional judgment.

If the Engineers Joint Contract Documents Committee (EJCDC) documents have been used, all modifications required by RUS Bulletin 1780-26 have been made in accordance the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJCDC Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

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Engineer

Date

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Name and Title