

# NAVAJO TRIBAL UTILITY AUTHORITY (NTUA) HEADQUARTERS COMPLEX OFFICE BUILDING

Ft. Defiance, Arizona

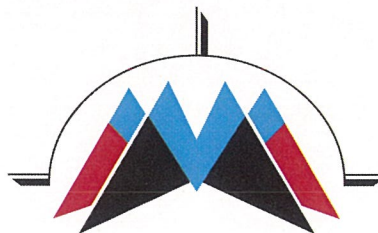
## PROJECT MANUAL 100% CONSTRUCTION DOCUMENTS

VOLUME 1  
OCTOBER 6, 2016

DMA PROJECT No. 2015.05



EXPIRES 9/30/17



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**NAVAJO TRIBAL UTILITY AUTHORITY (NTUA)  
HEADQUARTERS COMPLEX OFFICE BUILDING**

Fort Defiance, Arizona

**PROJECT MANUAL-VOLUME 1**

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Contractor to obtain document from NM DOT.

## INSTRUCTIONS TO BIDDERS

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### **1.0** DEFINITIONS

**1.1** **PROJECT**: The Project consists of the complete construction of the Navajo Tribal Utility Authority Headquarters Complex Office Building in Fort Defiance, Arizona by a Bidder, for a Lump Sum Price agreed to by the selected Bidder and the Owner.

**1.2** **OWNER**: The Navajo Tribal Utility Authority (NTUA) (the “Owner”), Fort Defiance, Navajo Nation, Arizona will receive bids from general contractors for the construction of the NTUA Headquarters Complex Office Building in Fort Defiance, Arizona:

Address: Navajo Tribal Utility Authority (NTUA)  
North Navajo Route 12  
Fort Defiance, Arizona 86504  
Telephone: (928) 729-6521  
Owner Representative: Heather Clah, Project Manager

**1.3** **ARCHITECT**: Architectural firm retained by the Owner to assist in development of the NTUA Headquarters Complex Office Building whose responsibilities under this Project includes:

- a. Review of Bids submitted in accordance with Bid Documents.
- b. Review of design information submitted by Bidders.
- c. Provides recommendations of technical nature to Owner regarding design and construction matters.
- d. Issues Bid Documents and makes clarifications, issues addenda, reviews requests for substitutions, and/or receives bids.
- e. Issues relevant design data, e.g., drawings or specifications for project.
- f. Assists Owner in contract issuance and negotiations with selected successful Bidder.
- g. Provides Construction Administration and Observation services on behalf of Owner during construction.
- h. Assists Owner during contract closeout procedures.
- i. Assists Owner during conferences and meetings prior to receipt of Bids, during contract negotiations, and during construction.
- j. Reviews and approves construction submittals.
- k. Reviews and approves construction pay requests.

Address: Dyrn Murphy Architects, P.C.  
4505 Montbel Pl, NE  
Albuquerque, New Mexico 87107  
Telephone: (505) 830-0203, Fax: (505) 830-0237

- 1.4 BIDDER:** A builder, contractor or developer acting as the primary agent responsible for submitting a bonafide written Bid for a prime contract with the Owner for the Project described in the Proposed Contract Documents. The Bid shall include all required costs, e.g., labor, travel, materials, reimbursable expenses, overhead expense, profit, and related costs to provide complete construction services associated with the development of the Project. The Bidder shall be responsible for administering all aspects of the work and contract requirements. A representative shall be designated to act on behalf of the Bidder to enter into agreements, provide direction, and adjudicate matters related to construction issues under the contract.
- 1.5 BID DOCUMENTS:** General documents which are issued by the Owner and describe the process for executing the Project, include, but are not limited to the following:
- a. Instructions to Bidders.
  - b. Bid Submittal Form.
  - c. Addenda.
  - d. Subcontractor List Form.
  - e. Non-Collusive Affidavit.
  - f. Drawings.
  - g. Project Manual.
  - h. Office of Navajo Labor Relations Prevailing Wages.
- 1.6 PROPOSED CONTRACT DOCUMENTS:** As stipulated herein as the prime documents to be utilized on this Project, include, but are not limited to the following:
- a. U.S. Department of Agriculture Rural Utilities Service; Contract to Construct Buildings; RUS FORM 257 (Rev. 2-04).
  - b. Performance and Payment Bonds.
  - c. Notice To Proceed Issued by Owner.
  - d. Refer to Contract Forms, Bonds and Certificates section attached herein for additional documents.
- 1.7 ADDENDA:** Written or graphic instruments issued by the Architect prior to the submission of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications or corrections.
- 1.8 BID:** Sealed bids will be accepted until **November 15, 2016, 2:00 PM (local time)**. Bids received after the specified date and time will not be accepted and returned unopened. No faxed bids will be accepted. Bids shall be sealed, labeled and filed with the Owner's representative at the location noted. The Bid shall include the following submittal documents in order to be considered for this contract:

- a. Bid Submittal Form, sealed in separate envelope.
- b. Form of Non-Collusive Affidavit.
- c. Bid Bond in amount of 10% of Bid entered, including Name and Address of bonding company, and limits of Bonding at time of Bid Submittal.
- d. Evidence of General Construction Licensure for the State of New Mexico, Arizona or Utah including active dates.
- e. Subcontractor's List Form indicating Indian-owned companies, if applicable.
- f. Certificates of General Liability and Workman's Compensation Insurance, indicating coverage amounts, both Aggregate and Per Incident.
- g. Refer to Contract Forms, Bonds and Certificates section attached herein for additional documents.

## **2.0 BIDDER'S REPRESENTATION**

**2.1** Each Bidder by making his/her Bid represents that:

- A. He/she has read and understands the Bidding Documents and their Bid is made in accordance within.
- B. He/she have visited the site and have familiarized him/her with the local conditions under which the Project is to be performed.
- C. His/her Bid is based upon the materials, labor, transportation, systems and equipment proposed in his/her interpretations and assumptions described by his/her design submittal as part of his/her Bid, and other pertinent information contained in the Bidding Documents.

## **3.0 BIDDING DOCUMENTS**

**3.1 Copies:** Electronic Bid Documents can be obtained from Avis Jimm, Contract Administrator, at (928) 729-6243 or by email [avisj@ntua.com](mailto:avisj@ntua.com) or at the NTUA Purchasing Department, North Navajo Route 12, Fort Defiance, Arizona. Printed copies of the Bid Documents may be purchased at the Contractor's expense. Shipping charges are the sole responsibility of the Bidder requesting documents and deposits must be received prior to shipping. Facsimile reproductions of checks are not acceptable representations of deposits. Bidders must provide account numbers for shipping carriers prior to release of bid documents.

The successful bidder will be responsible to print at its expense hard copies of the project drawings and specifications for use during construction as deemed necessary.

- A. Information contained in the Bid Documents shall be used by the Bidder in preparation of his/her Bid pricing and construction documents; neither the Owner nor the Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- B. The Owner or the Architect, in making copies of the Bid Documents available on the above items, do so only for the purpose of obtaining Bids on the Project and do not confer a license or grant for any other use.
- C. Only written inquiries will be permitted, no phone calls will be taken. Any questions regarding this project should be submitted and addressed in writing to:

Dyron Murphy Architects, P.C.,  
Attn: Oscar Tovar, Project Manager  
4505 Montbel Pl, NE,  
Albuquerque, NM 87107  
email: otovar@dm-architects.com

### **3.2 Interpretation or Correction of Bid Documents**

- A. Bidders shall promptly notify the Architect of any ambiguity, inconsistency or error, which they may discover upon examination of the Bid Documents, or of the site and local conditions.
- B. Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to the Architect at least Seven (7) calendar days prior to the date for receipt of Bids. Requests for clarification received less than seven (7) days before the date for receipt of Bids will not be addressed by the Owner or Architect.
- C. Any interpretation, correction or change of the Bid Documents will be made by Addendum. Interpretations, corrections or changes of Bid Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections or changes.

### **3.3 Substitutions**

- A. The materials, products and equipment described in the Bid Documents establish a standard of required performance, function, dimension, appearance and quality to be met by any proposed substitution. Materials, products, or equipment by other manufacturers and vendors deemed to adequately perform the duties imposed by the general design intent will be considered equally acceptable provided the material, equipment, or product so proposed is, in the opinion of the Architect, of equal performance and function. The burden of proof of the merit of the proposed substitute is upon the Bidder. The Architect's decision of approval or disapproval, after consultation with the Owner, of a proposed substitution shall be final. No

substitution shall be purchased or installed by the Contractor without the Architect's written approval.

- B. It shall be the responsibility of the Bidder to provide and pay for all modifications that may be required of other trades, which may add to their costs, brought about by substitutions and/or options after the contract has been let. No additional costs shall be assessed to the Owner.
- C. Substitution Bids which deviate from those materials, equipment, or products described in the Bid Documents shall be noted on the drawings or proposed method of construction in the Bidders Bid package.
- D. A request for a substitution constitutes a representation that the Bidder:
  - 1. Has investigated the proposed product and determined that it is equal to or superior in all respects to that specified.
  - 2. Will provide the same warranties or bonds for the substitution as for the product specified.
  - 3. Will coordinate the installation of any accepted substitution into the Project and make such other changes as may be required to make the Project complete in other respects.
  - 4. Will not increase the maximum contract price. Where substitutions of materials are deemed acceptable and are of lesser value than the established standards, a cost credit from the Bidder to the Owner shall be applied to the maximum contract price.

### **3.4 Addenda**

- A. All who are known by the Architect to have received a complete set of Bid Documents will be notified of any Addenda issuance and place of availability for pickup. The Bidder shall provide a working fax number and/or email address where addenda may be transmitted for receipt by the Bidder.
- B. Copies of Addenda will be made available for inspection wherever Bid Documents are on file for that purpose.
- C. No Addenda will be issued later than three (3) days prior to the date for receipt of Bids except an Addendum, if necessary, postponing the date for receipt of Bids or withdrawing the request for Bids.
- D. Each Bidder shall ascertain, prior to submitting his/her Bid, which he/she has received all Addenda issued, and he/she shall acknowledge receipt of all issued Addenda on the Form of Bid.

## **4.0 BID PROCEDURE**

### **4.1 Form and Style of Bids**

- A. Bids shall be submitted on the form(s) provided in the Bid Documents.
- B. All blanks on the Bid Form shall be filled in by typewriter or legibly in ink.



- C. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount shall govern.
- D. Any interlineation, alteration or erasure must be initialed by the signer of the Bid.
- E. Bidders shall make no additional stipulations on the Bid Form, nor qualify his/her Bid in any other manner.
- F. Each Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership or a corporation, or any other legal entity and shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further list the State of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind Bidder.

#### **4.2 Bid Security**

- A. Each Bid shall be accompanied by a Bond or Cashier's Check in the required form and amount pledging that the Bidder will enter into a Contract with the Owner on the terms stated in his/her Bid and will furnish bonds as described hereunder in Article 8 covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the Bid Bond shall be forfeited to the Owner as liquidated damages, not as a penalty.
- B. The Bond shall be prepared on the forms in the Bid Document, issued by a surety licensed to do business in the State of New Mexico, Arizona or Utah listed on the current U.S. Treasury Surety List and acceptable to the Owner. The Attorney-In-Fact that executes the Bond on behalf of the Surety shall affix to the Bond a certified and current copy of his Power of Attorney.
- C. The Owner will have the right to retain the Bid Security of Bidders until either (a) the Contract, has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

#### **4.3 Submission of Bids**

- A. All required documents as a part of this bid, the Bid Security and declarations required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed as follows:

Navajo Tribal Utility Authority  
Attn: Avis Jimm, Purchasing Department  
North Navajo Route 12 (FedEx/UPS)  
Fort Defiance, Arizona 86504

**“NAVAJO TRIBAL UTILITY AUTHORITY  
HEADQUARTERS COMPLEX OFFICE BUILDING -  
DO NOT OPEN”**

If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face, thereof. Neither the Owner nor Architect assume responsibility for Bids delivered after the time and date of the Bid opening.

- B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.
- C. Oral, telephonic, telegraphic, or faxed Bids are invalid and will not be considered.
- D. Failure to include all required Bid Documents as stipulated will be cause for disqualification.

#### **4.4 Modification or Withdrawal**

- A. A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of ninety (90) calendar days following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting the Bid.
- B. Bids submitted early may be modified or withdrawn prior to the time designated for receipt of Bids.
- C. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

#### **4.5 Owner's Bid Declarations**

- A. It is the intent of the Owner to award a contract to the most responsive Bidder, provided Bid has been submitted in accordance with the requirements of the Bid Documents and does not exceed the funds available. The Owner shall have the right to take such steps, as it deems necessary to determine the ability of the Bidder to perform the Project. Bidders shall furnish to the Owner such additional information and data for purpose as Owner may request. Owner reserves the right to reject any or all Bids that in the Owner's sole judgment are in the Owner's best interest.

### **5.0 CONSIDERATION OF BIDS**

#### **5.1 Receipt of Bids**

- A. Bids will be received at the office of the Owner, on the date and time specified herein. The Bids will be evaluated by the Owner thereafter to determine

compliance with the bid documents, and most suitable candidate for contract award.

## **5.2 Rejection of Bids**

- A. The Owner has the right to reject any or all Bids, reject a Bid not accompanied by any required Bid Security, or data required by the Bid Documents or a Bid, which is in any way incomplete or irregular. Conditional Bids will not be accepted.

## **5.3 Acceptance of Bid**

- A. The Owner has the right to waive any informality or irregularity in any Bid received.
- B. If the Bid is within the amount of the funds available to finance the construction contract, then the contract award will be made to that most responsive Bidder.

## **6.0 SUB-BIDDERS**

### **6.1 Listing of Subcontractors and Suppliers**

- A. The Bidder shall list the Subcontractors or material suppliers they propose to use for all trades or items supplied, on the "Subcontractor List Form" attached.
  - 1. The Bidder shall not list itself as the supplier or the Subcontractor for any trade unless he has previously performed Project of this type or can prove to the Architect's satisfaction that he/she actually has, or will obtain, fully adequate facilities and plans to perform the Project with his/her own forces.
  - 2. Omission or non-compliance with the intent of the "Subcontractor List Form" will be grounds for considering a Bid as non-responsive.
  - 3. Subcontractors, Suppliers or other Bidders who feel that the candidate for award has not complied with the intent of these listing requirements must notify the Architect within 24 hours after the Bid Opening of their intent to file an appeal, and submit their reasons in writing within 48 hours after Bid Opening. All decisions of the Architect will be final.
  - 4. The candidate's "Subcontractor List Form" may be divulged to interested parties following the receipt of Bids, or at the Owner's discretion.
  - 5. The Bidder will, upon request, be required to establish to the satisfaction of the Architect and the Owner the reliability and responsibility of the proposed Subcontractors to furnish and perform the Project described in the Sections of the Specifications pertaining to the proposed Subcontractors respective trades.

6. Prior to the award of the Contract, the Architect will notify the Bidder, in writing, if either the Owner or the Architect, after due investigation, has reasonable and substantial objection to any person or organization on such list. If the Owner or Architect has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the Bidder may, at their option, (1) withdraw their Bid, or (2) submit an acceptable substitute Subcontractor with no increase in the Bid price. In the event of withdrawal under this Subparagraph, Bid Security will not be forfeited, notwithstanding anything to the contrary in Paragraph above.
- B. Subcontract awards shall be bound with the provisions outlined in the "Labor and Wage Standards", contained in the Contract Conditions section of the Bid Package.

## **7.0 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

### **7.1 Security for Faithful Performance**

- A. The Bidder shall furnish and maintain bonds covering the faithful performance of the Contract, and the payment of all obligations arising thereunder, in an amount equal to one hundred percent (100%) of the Contract Sum as adjusted, and with such sureties secured through the Bidder's usual sources, licensed to do business in the State of New Mexico and as may be agreeable to the parties.

### **7.2 Time of Delivery and Form of Bonds**

- A. The Bidder shall deliver the required bonds to the Owner within seven (7) calendar days of receipt of written notice of award of the Bid. If the Project must commence prior thereto, in response to a letter of Notice to Proceed from the Owner, the Bidder shall, prior to commencement of Project, submit evidence satisfactory to the Owner that such bonds will be furnished.
- B. The bonds shall be written on the form(s) described under Bid Contract Documents.
- C. The Bidder shall require the Attorney-In-Fact that executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his/her Power of Attorney.

### **7.3 Taxes**

- A. It is understood that the stipulated sum or contract amount will include the cost of Navajo Nation Tribal Tax.

#### **7.4 Claims and Disputes**

- A. Claims and disputes will be handled in accordance with the Dispute Resolution provisions contained within Paragraph 30.0 of the Navajo Nation Supplemental General Conditions for Construction Contracts, attached herein.

#### **7.5 Acknowledgments**

- A. This Agreement represents the entire and integrated Agreement between Owner and Contractor and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Contractor.

### **8.0 SPECIAL BINDING AND CONTRACT PROVISIONS**

#### **8.1 Submission Materials**

- A. Letter of certification from the Bidder, attesting to Bidder's compliance with Office of Navajo Labor Relations as stipulated in the Bid Documents.
- B. Identification (Names, addresses, and telephone numbers) of declared Indian laborers or subcontractors for the Project to be performed, and the appropriate percentage (%) of total workforce in relation to the proposed Bid amount.

### **9.0 FORM OF AGREEMENT BETWEEN OWNER AND BIDDER**

#### **9.1 Form to be Used**

- A. The Agreement for the Project will be written on the forms indicated under the Bid Contract Documents.

### **10.0 LIQUIDATED DAMAGES**

#### **10.1 Time of Completion and Liquidated Damages**

- A. Bidder must agree to commence Project on a date specified in a written "Notice to Proceed" issued by the Owner. The Bidder must agree to complete the Project within a 15 month period (455 calendar days) commencing on the date of the "Notice to Proceed".

#### **10.2 Assessment**

- A. Liquidated Damages will be assessed on this project at a rate of \$500.00 per calendar day beyond the contract time agreed upon in the contract

documents, unless amended due to delays beyond the control of the Bidder and/or Owner.

## **11.0 MISCELLANEOUS PROVISIONS**

### **11.1 Permits and Fees**

- A. Contractor shall pay for all permits and fees applicable to the project that is required by Government, State, County and Local municipalities.
- B. Bidder's attention is drawn to the Navajo Nation Tribal Tax.

**END OF INSTRUCTIONS TO BIDDERS**

**BID SUBMITTAL FORM**

Date of Bid: \_\_\_\_\_, 2016

Name of Proposer \_\_\_\_\_

**NAVAJO TRIBAL UTILITY AUTHORITY HEADQUARTERS COMPLEX OFFICE BUILDING  
Fort Defiance, Arizona  
DMA Project No. 2015.05**

Proposal of (company name): \_\_\_\_\_ (hereinafter called the "Bidder") organized and existing under the laws of the State of \_\_\_\_\_, doing business as a Corporation, Partnership or Individual. (Circle correct one).

To: The Navajo Tribal Utility Authority (hereinafter called the "Owner").

The undersigned, as an authorized representative for the Bidder named above, in compliance with the Instructions to Bidders for the NTUA Headquarters Complex Office Building having examined the drawings and project manual, with related documents, and having examined the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, materials and supplies, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the contract documents at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

The undersigned Bidder's representative also acknowledges receipt of the following Addenda:

Addendum No: \_\_\_\_, dated \_\_\_\_\_, Addendum No: \_\_\_\_, dated \_\_\_\_\_

Addendum No: \_\_\_\_, dated \_\_\_\_\_, Addendum No: \_\_\_\_, dated \_\_\_\_\_

Addendum No: \_\_\_\_, dated \_\_\_\_\_, Addendum No: \_\_\_\_, dated \_\_\_\_\_

Addendum No: \_\_\_\_, dated \_\_\_\_\_, Addendum No: \_\_\_\_, dated \_\_\_\_\_

Addendum No: \_\_\_\_, dated \_\_\_\_\_, Addendum No: \_\_\_\_, dated \_\_\_\_\_

The undersigned Bidder's representative also acknowledges the following Bid Allowances which are to be included in Base Bid below. These bid allowances are NOT to be included as part of the Base Bid.

**Bid Allowance 1:** Walking Trails: \$110,000.00.

**Bid Allowance 2:** Hogan: \$80,000.00

**BASE BID:** The Bidder agrees to perform all work for the construction of Navajo Tribal Utility Authority Headquarters Complex Office Building, as described in the Project Manual and as shown on the Drawings for the following lump sum: (Amounts to be shown in both words and figures. In case of a discrepancy, the amount shown in words will govern, please print.) **All sums include Navajo Nation Tribal Tax, as well as all permits and fees required by State and Local municipalities.**

**Total Base Bid Lump Sum:**

\_\_\_\_\_ Dollars,

\$
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Amount for Navajo Nation Tribal Tax, as included in Base Bid:

\_\_\_\_\_ Dollars,

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

**Alternate Bid No. 1 - Lump Sum Price:** The Bidder agrees to perform all work associated with a kitchen and cafeteria with equipment as shown and specified, for the following lump sum amount: (Amounts to be shown in both words and figures. In the event of a discrepancy, the amount shown in words shall take precedence. Please use typewriter or print legibly in ink.)

\_\_\_\_\_ Dollars,

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

**Alternate Bid No. 2 - Lump Sum Price:** The Bidder agrees to perform all work associated with the fitness center as shown and specified, for the following lump sum amount: (Amounts to be shown in both words and figures. In the event of a discrepancy, the amount shown in words shall take precedence. Please use typewriter or print legibly in ink.)

\_\_\_\_\_ Dollars,

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

The Bidder understands that the contract will be awarded in accordance with the provisions of Article 5 of the Instructions to Bidders and that the Owner reserves the right to reject any or all bids and to waive any formalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, Bidder will execute the final contract and deliver surety bonds as stipulated in the "Instructions to Bidders".



The BID SECURITY attached in the sum of 10% of the bid amount is:

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

and shall become the property of the Owner in the event the contract and bonds are not executed within the time set forth herein, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

**VALUE ENGINEERING ITEMS:**

Bidder shall provide as an attachment to the Bid Form, a list of Value Engineering Items to be reviewed and considered by the Owner. The Owner targets the value engineering suggestions to be approximately \$1,000,000.00. Final value amount is to include Overhead and Profit as well as Navajo Nation Tribal Tax. The Owner reserves the right to determine which items, if any, are to be accepted and incorporated into the final bid amount.

Respectfully Submitted,

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

By:(Same Name, Printed or  
Typed)\_\_\_\_\_

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

Company:  
\_\_\_\_\_

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

(Affix Corporate Seal if bid by Corporation):

U.S. Department of Agriculture  
Rural Utilities Service

**BID BOND**

1. **KNOW ALL PERSONS** that we, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_,  
as Surety, are held and firmly bound unto \_\_\_\_\_  
\_\_\_\_\_ (hereafter called the "Owner")  
in the penal sum of ten percent (10%) of the amount of the bid referred to in paragraph 2 below, but not to  
exceed \_\_\_\_\_ dollars (\$ \_\_\_\_\_), as  
hereinafter set forth and for the payment of which sum well and truly to be made we bind ourselves, our  
executors, administrators, successors and assigns, jointly and severally, by these presents;

2. **WHEREAS**, the Principal has submitted a bid to the Owner for the construction of the Rural Utilities Service  
project known as \_\_\_\_\_ .

3. **NOW, THEREFORE**, the condition of this obligation is such that if the Owner shall accept the bid of the  
Principal, and

a. the Principal shall execute such contract documents, if any, as may be required by the terms of the bid and  
give such Contractor's Bond or Bonds for the performance of the contract and for the prompt payment of  
labor and material furnished for the project as may be specified in the bid, or

b. in the event of the failure of the Principal to execute such contract documents, if any, and give such  
Contractor's Bond or Bonds, if the Principal shall pay to the Owner the difference, not to exceed the penal  
sum hereof, between the amount specified in the bid and such larger amount for which the Owner may in  
good faith contract with another party to construct the project, then this obligation shall be void, otherwise to  
remain in full force and effect.

**IN WITNESS WHEREOF**, the undersigned have caused this instrument to be executed and their respective  
corporate seals to be affixed and attested by their duly authorized representatives this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ .

\_\_\_\_\_  
Principal (Seal)

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

\_\_\_\_\_  
Secretary Title

\_\_\_\_\_  
Surety (Seal)

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

\_\_\_\_\_  
Secretary Title

**SUBCONTRACTOR LIST FORM**

**1. GENERAL:**

- A. The Contractor must list below the name and address of all qualified Subcontractor's or suppliers he/she will employ for the various portions of the work indicated. Failure on the part of the Contractor to complete or properly complete this list will constitute sufficient grounds to reject his/her bid. Additionally, the Contractor shall declare whether subcontractors listed herein are Indian-Owned businesses.
- B. The Contractor may list him/herself to perform one or more of the listed categories of work for which he has any requisite state licenses when required. In this case, all personnel performing such work at the site shall be carried on his/her own payroll, except that he/she may sublet those portions of the work that are traditionally and commonly sublet by the representative Subcontractor in the community. If equipment is leased with operators, the operators need not be carried on the Contractor's payroll.
- C. List only a single name for each listing. If a change occurs in the list, brought about by the exercising of any of the alternates involved in the Bid Form, the Bidder must show this change on the list. If no name appears other than those listed under the base bid, adherence to those names will be required no matter which alternate, if any, is exercised.
- D. Refer to the Office of Navajo Labor Relations Prevailing Wage and Navajo Preference in Employment Act for requirements.

**II. LISTING**

TRADE	SUBCONTRACTOR/SUPPLIER NAME/ADDRESS	Indian-Owned? Y/N	License Number
Earthwork, Grading, Excavation			
Asphalt Paving			
Site Water Utilities			
Site Electrical Utilities			
Site Wastewater Utilities			
Site Communications Utilities			
Concrete			

Structural Steel			
Interior Framing			
Masonry			
Insulation			
Roofing			
Doors and Windows			
Hardware			
Gypsum Board			
Painting			
Flooring			
Mechanical/HVAC-Building			
Plumbing-Building			
Electrical-Building			
Special Systems			
Conveying Systems			
Water Tank			
Other (Specify)			
Other (Specify)			

**END OF SUBCONTRACTOR LIST FORM**

**FORM OF NON-COLLUSIVE AFFIDAVIT**

**AFFIDAVIT**

(Prime Bidder)

State of \_\_\_\_\_)ss.

County of \_\_\_\_\_)

\_\_\_\_\_ ; being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_ (a partner or officer of the firm of, etc.) the party making the foregoing proposal or bid, that such proposal or bid is genuine and collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder, or person, to put in a sham bid or refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the NAVAJO TRIBAL UTILITY AUTHORITY, NAVAJO NATION, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of: Bidder, if the bidder is an individual; Partner, if the bidder is a partnership; Officer, if the bidder is Corporation.
---

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
My commission expires \_\_\_\_\_, 20 \_\_\_\_\_

U.S. Department of Agriculture  
Rural Utilities Service

## CONTRACT TO CONSTRUCT BUILDINGS

### NOTICE AND INSTRUCTIONS TO BIDDERS

- 1. Sealed proposals for the construction, including the supply of necessary labor, materials and equipment, of a building project of \_\_\_\_\_, RUS designation \_\_\_\_\_, (hereinafter called the "Owner") will be received by the Owner on or before \_\_\_\_\_ o'clock \_\_\_\_ M., \_\_\_\_\_, 20\_\_\_\_, at its office at \_\_\_\_\_ at which time and place the proposals will be publicly opened and read. Any proposals received subsequent to the time specified will be promptly returned to the Bidder unopened.**
- 2. Obtaining Documents.** *The Plans, Specifications and Construction Drawings, together with all necessary forms and other documents for bidders may be obtained from the Owner, or from the Architect \_\_\_\_\_ at the latter's office at \_\_\_\_\_ upon the payment of \$ \_\_\_\_\_, which payment will not be subject to refund. The Plans, Specifications, and Construction Drawings may be examined at the office of the Owner or at the office of the Architect.*
- 3. Manner of Submitting Proposals.** *Proposals and all supporting instruments must be submitted on the forms furnished by the Owner and must be delivered in a sealed envelope addressed to the Owner. The name and address of the Bidder, its license number if a license is required by the State, and the date and hour of the opening of bids must appear on the envelope in which the Proposal is submitted. Proposals must be completed in ink or typewritten. No alterations or interlineations will be permitted, unless made before submission, and initialed and dated. The successful Bidder will be required to execute two additional counterparts of the Proposal.*
- 4. Due Diligence.** *Prior to the submission of the Proposal, the Bidder shall make and shall be deemed to have made a careful examination of the site of the project and of the Plans, Specifications, Construction Drawings, and forms of Contractor's Proposal and Contractor's Bond, and shall review the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, the kind of facilities required before and during the construction of the project, general local conditions, environmental and historic preservation considerations, and all other matters that may affect the cost and time of completion of the project. Bidder will be required to comply with all federal, state, and local laws, rules, and regulations applicable to its performance, including those pertaining to the licensing of contractors, and the Anti Kick-Back Act of 1986 (41 U.S.C. 51 et seq).*
- 5. Proposals will be accepted only from those prequalified bidders invited by the Owner to submit a proposal.**
- 6. The Time for Completion of Construction of the project is of the essence of the Contract and shall be as specified by the Architect in the Proposal.**
- 7. Bid Bond.** *Each Proposal must be accompanied by a Bid Bond in the form attached hereto or a certified check on a bank that is a member of the Federal Deposit Insurance Corporation, payable to the order of the Owner, in an amount equal to ten percent (10%) of the maximum bid price. Each Bidder agrees, provided its Proposal is one of the three low Proposals, that, by filing its Proposal together with such Bid Bond or check in consideration of the Owner's receiving and considering such Proposals, said Proposal shall be firm and*

*binding upon each such Bidder and such Bid Bond or check shall be held by the Owner until a Proposal is accepted and a satisfactory Contractor's Bond is furnished (where required) by the successful Bidder and such acceptance has been approved by the Administrator, or for a period not to exceed sixty (60) days from the date hereinbefore set for the opening of Proposals, whichever period shall be the shorter. If such Proposal is not one of the three low Proposals, the Bid Bond or check will be returned in each instance within a period of ten (10) days to the Bidder furnishing same.*

- 8. Contractor's Bond.** *For a Contract in excess of \$100,000, the Bidder agrees to furnish a Contractor's Bond in triplicate in the form attached hereto with sureties listed by the United States Treasury Department as Acceptable Sureties, in a penal sum not less than the contract price.*
- 9. Failure to Furnish Contractor's Bond.** *Should the successful Bidder fail or refuse to execute such counterparts or to furnish a Contractor's Bond (where required) within ten (10) days after written notification of the acceptance of the Proposal by the Owner, the Bidder will be considered to have abandoned the Proposal. In such event, the Owner shall be entitled (a) to enforce the Bid Bond in accordance with its terms, or (b) if a certified check has been delivered with the Proposal, to retain from the proceeds of the certified check, the difference (not exceeding the amount of the certified check) between the amount of the Proposal and such larger amount for which the Owner may in good faith contract with another party to construct the project. The term "Successful Bidder" shall be deemed to include any Bidder whose Proposal is accepted after another Bidder has previously refused or has been unable to execute the counterparts or to furnish a satisfactory Contractor's Bond (where required.)*
- 10 Debarment Certification.** *The Bidder must provide to the Owner a suspension and debarment certificate in the form attached hereto.*
- 11. Contract is Entire Agreement.** *The Contract to be effected by the acceptance of the Proposal shall be deemed to include the entire agreement between the parties thereto, and the Bidder shall not claim any modifications thereof resulting from any representation or promise made at any time by any officer, agent or employee of the Owner or by any other person.*
- 12. Minor Irregularities.** *The Owner reserves the right to waive minor irregularities or minor errors in any Proposal, if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the Proposal in which they occur prior to the acceptance thereof by the Owner.*
- 13. Bid Rejection.** *The Owner reserves the right to reject any or all Proposals.*
- 14. Definition of Terms.** *The terms "Administrator," "Architect," "Completion of Construction," and "Completion of the Project" as used throughout this Contract shall be as defined in Article VI, Section 1, of the Proposal.*
- 15. The Owner Represents:**
  - a. If by provisions of the Proposal the Owner shall have undertaken to furnish any materials for the construction of the project, such materials are on hand at locations specified or if such materials are not on hand they will be made available by the Owner to the successful Bidder at the locations specified before the time such materials are required for construction.*
  - b. Title to the property on which the Project is to be constructed has been obtained.*
  - c. All funds necessary for prompt payment for the construction of the project will be available.*

*If the Owner shall fail to comply with any of the undertakings contained in the foregoing representation or if any of such representations shall be incorrect, the Bidder will be entitled to an extension of time of completion for a period equal to the delay, if any, caused by the failure of the Owner to comply with such undertakings or by any such incorrect representation; provided the Bidder shall have promptly notified the Owner in writing of its desire to extend the time of completion in accordance with the foregoing; provided, however, that such*

*extension, if any, of the time of completion shall be the sole remedy of the Bidder for the Owner's failure, because of conditions beyond the control and without the fault of the Owner, to furnish materials in accordance with subparagraph a. above.*

\_\_\_\_\_

*Owner*

By \_\_\_\_\_

\_\_\_\_\_

*Title*

\_\_\_\_\_, 20\_\_\_\_

*Date*



# PROPOSAL

TO:

\_\_\_\_\_ (hereinafter called the "Owner").

## ARTICLE I--GENERAL

**Section 1. Offer to Construct.** *The undersigned (hereinafter called the "Bidder") hereby proposes to receive and install such materials and equipment as may hereinafter be specified to be furnished by the Owner, and to furnish all other materials and equipment, all machinery, tools, labor, transportation and other means required to construct the project in strict accordance with the Plans, Specifications and Construction Drawings for the prices hereinafter stated.*

Item: \_\_\_\_\_ Price: \_\_\_\_\_

Item: \_\_\_\_\_ Price: \_\_\_\_\_

Item: \_\_\_\_\_ Price: \_\_\_\_\_

Item: \_\_\_\_\_ Price: \_\_\_\_\_

**Section 2. Purchase of Materials.** *The Bidder will purchase all materials and equipment (other than Owner Furnished Materials) outright and not subject to any conditional sales agreements, bailment, lease or other agreement reserving unto the seller any right, title or interest therein. All such materials and equipment shall be new and become the property of the Owner when erected in place.*

**Section 3. Description of Contract.** *The Notice and Instructions to Bidders, Plans, Specifications, and Construction Drawings, which by this reference are incorporated herein, together with the Proposal and Acceptance constitute the Contract. The Plans, Specifications, and Construction Drawings, including maps, special drawings, and approved modifications in standard specifications are attached hereto and identified as follows:*

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

**Section 4. Due Diligence.** *The Bidder has made a careful examination of the site of the project to be constructed and of the Plans, Specifications, Construction Drawings, and form of Contractor's Bond attached hereto, and has become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, and the kind of facilities required before and during the construction of the project, and has become acquainted with the labor conditions, federal, state, and local laws, rules, and regulations applicable to its performance.*

**Section 5. License.** *The Bidder warrants that a Contractor's License is \_\_\_\_\_, is not \_\_\_\_\_ required, and if required,*

it possesses Contractor's License No. \_\_\_\_\_ for the State of \_\_\_\_\_

in which the project is located and said license expires on \_\_\_\_\_, 20\_\_.

**Section 6. Warranty of Good Faith.** *The Bidder warrants that this Proposal is made in good faith and without collusion or connection with any person or persons bidding for the same work.*

**Section 7. Financial Resources.**

- a. *The Bidder warrants that it has or will obtain the financial resources necessary to ensure completion of the project.*
- b. *The Bidder agrees that in the event this Proposal is accepted and a Contractor's Bond is required, it will furnish a Contractor's Bond in the form attached hereto, in a penal sum not less than the maximum Contract price, with a surety or sureties listed by the United States Department of Treasury as Acceptable Sureties.*

**Section 8. Taxes.** *The prices in this Proposal include provisions for the payment of all monies which will be payable by the Bidder or the Owner in connection with the construction of the project on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies and equipment, or services or labor of installation thereof, to be incorporated in the project. The Bidder agrees to pay all such taxes, except taxes upon the sale, purchase or use of Owner Furnished Materials. The Bidder will furnish to the appropriate taxing authorities all required information and reports pertaining to the project, except as to the Owner Furnished Materials.*

## **ARTICLE II--CONSTRUCTION**

**Section 1. Time and Manner of Construction.**

- a. *The Bidder agrees to commence construction of the project on a date (hereinafter called the "Commencement Date") which shall be determined by the Architect after notice to the bidder in writing of approval of the contract by the Administrator, if approval of the Administrator is required, and notice in writing from the Bidder that the Bidder has sufficient materials to warrant commencement and continuation of construction, but in no event will the Commencement Date be later than \_\_\_\_\_ calendar days after date of approval of the contract by the Administrator, if approval of the Administrator is required. The Bidder further agrees to prosecute diligently and to complete construction in strict accordance with the Plans, Specifications and Construction Drawings within \_\_\_\_\_ calendar days after Commencement Date.*
- b. *The time for Completion of Construction shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of the Bidder, including Acts of God, fires, floods, inability to obtain materials and acts or omissions of the Owner with respect to matters for which the Owner is solely responsible: Provided, however that no such extension of time for completion shall be granted the Bidder unless within ten (10) days after the happening of any event relied upon by the Bidder for such an extension of time the Bidder shall have made a request therefore in writing to the Owner, and provided further that no delay in such time of completion or in the progress of the work which results from any of the above causes except acts or omissions of the Owner, shall result in any liability on the part of the Owner.*
- c. *The Owner, acting through the Architect with the approval of the Administrator, if approval of the Administrator is required, may from time to time during the progress of the construction of the*

*project make such changes, additions or subtractions from the Plans, Specifications, Construction Drawings, and sequence of construction as conditions may warrant: Provided, however, that if any change in the construction to be done shall require an extension of time, a reasonable extension will be granted if the Bidder shall make a written request therefore to the Owner within (10) days after any such change is made. And provided further, that if the cost to the Bidder of construction of the project shall be materially increased by any such change or addition, the Owner shall pay the Bidder for the reasonable cost thereof in accordance with a Construction Contract Amendment signed by the Owner and the Bidder and approved by the Administrator, if approval by the Administrator is required, but no claim for additional compensation for any such change or addition will be considered unless the Bidder shall have made a written request therefore to the Owner prior to the commencement of work in connection with such change or addition.*

**Section 2. Environmental Protection.** *The Bidder shall perform the work in compliance with all applicable Federal, State, and local Environmental Laws. For purposes of this Agreement, the term "Environmental Laws" shall mean all Federal, state, and local laws including statutes, regulations, ordinances, codes, rules, and other governmental restriction and requirements relating to the environment or solid waste, hazardous substances, hazardous waste, toxic or hazardous material, pollutants or contaminants including, but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601, et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq., and the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, et seq., now or at any time hereafter in effect.*

**Section 3. Tools, Equipment, and Qualified Personnel.** *The Bidder agrees that in the event this Proposal is accepted it will make available for use in connection with the proposed construction all necessary tools and equipment and qualified supervisors and workers.*

**Section 4. Supervision and Inspection.**

- a. *The Bidder shall give sufficient supervision to the work, using its best skill and attention. The Bidder will carefully study and compare all drawings, specifications and other instructions and will at once report to the Owner any error, inconsistency or omission which it may discover. The Bidder shall cause the construction work on the project to receive constant supervision by a competent superintendent (hereinafter called the "Superintendent") who shall be present at all times during working hours where construction is being carried on. The Bidder shall also employ, in connection with the construction of the project, capable, experienced and reliable supervisors and such skilled workers as may be required for the various classes of work to be performed. The Bidder shall be solely responsible for the means and methods of construction and for the supervision of the Bidder's employees.*
- b. *The Owner reserves the right to require the removal from the project of any employee of the Bidder if in the judgment of the Owner such removal shall be necessary in order to protect the interest of the Owner. The Owner shall have the right to require the Bidder to increase the number of its employees and to increase or change the amount or kind of tools and equipment if at any time the progress of the work shall be unsatisfactory to the Owner; but the failure of the Owner to give any such directions shall not relieve the Bidder of its obligations to complete the work within the time and in the manner specified in this Proposal.*
- c. *The construction of the project and all materials and equipment used therein, shall be subject to the inspection, tests, and acceptance by the Owner and the Administrator and the Bidder shall furnish all information required by the Owner or by the Administrator concerning the nature or source of any materials incorporated or to be incorporated in the project. All Bidder procedures and records pertaining to the work shall be made available to the Owner and the Administrator for review prior to such inspections and tests. The Bidder shall provide all reasonable facilities necessary for such inspection and tests and shall maintain an office at the site of the project, with telephone service where obtainable and at least one office employee to whom communications from the Owner may be delivered. Delivery of such communications in writing to the employee of*

*the Bidder at such office shall constitute delivery to the Bidder. The Bidder shall have an authorized agent accompany the Architect when final inspection is made and, if requested by the Owner, when any other inspection is made. The performance of such inspections or tests by the Owner or the Administrator shall not relieve the Bidder of its obligations to perform the work in accordance with the requirements of this Contract.*

- d. In the event that the Owner, or the Administrator, shall determine that the construction contains or may contain numerous defects, it shall be the duty of the Bidder and the Bidder's Surety or Sureties, if any, to have an inspection made by an architect or engineer approved by the Owner and the Administrator, if approval by the Administrator is required, for the purpose of determining the exact nature, extent and location of such defects.*
- e. The Architect may recommend to the Owner that the Bidder suspend the work wholly or in part for such period or periods as the Architect may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable for satisfactory prosecution of the work or because of the failure of the Bidder to comply with any of the provisions of the Contract: Provided, however, that the Bidder shall not suspend work pursuant to this provision without written authority from the Owner so to do. The time of completion hereinabove set forth shall be increased by the number of days of any such suspension, except when such suspension is due to the failure of the Bidder to comply with any of the provisions of this Contract. In the event that work is suspended by the Bidder with the consent of the Owner, the Bidder before resuming work shall give the Owner at least twenty-four (24) hours notice thereof in writing.*

#### **Section 5. Defective Materials and Workmanship.**

- a. The acceptance of any materials, equipment (except Owner Furnished Materials) or any workmanship by the Owner or the Architect shall not preclude the subsequent rejection thereof if such materials, equipment, or workmanship shall be found to be defective after delivery or installation, and any such materials, equipment or workmanship found defective before final acceptance of the construction shall be replaced or remedied, as the case may be, by and at the expense of the Bidder. Any such condemned material or equipment shall be immediately removed from the site of the project by the Bidder at the Bidder's expense. The Bidder shall not be entitled to any payment hereunder so long as any defective materials, equipment or workmanship in respect to the project, of which the Bidder shall have had notice, shall not have been replaced or remedied, as the case may be.*
- b. Notwithstanding any certificate which may have been given by the Owner or the Architect, if any materials, equipment (except Owner Furnished Materials) or any workmanship which does not comply with the requirements of this Contract shall be discovered within one (1) year after Completion of Construction of the project, the Bidder shall replace such defective materials or equipment or remedy any such defective workmanship within thirty (30) days after notice in writing of the existence thereof shall have been given by the Owner. If any such defective materials, equipment, or workmanship so replaced or repaired is found to be defective within one year after the completion of the replacement or repair, the Bidder shall replace or remedy such defective materials, equipment, or workmanship. In the event of failure by the Bidder so to do, the Owner may replace such defective materials or equipment or remedy such defective workmanship, as the case may be, and in such event the Bidder shall pay to the Owner the cost and expense thereof.*

### **ARTICLE III--PAYMENTS AND RELEASE OF LIENS**

#### **Section 1. Payments to Bidder.**

- a. On or before the fifth (5) day of each calendar month, the Bidder will make application for payment, and the Owner, on or before the fifteenth (15) day of such month, shall make partial payment to the Bidder for construction accomplished during the preceding calendar month and certified to by the Bidder, recommended by the Architect and approved by the Owner solely for*

*the purposes of payment: Provided, however, that such approval shall not be deemed approval of the workmanship or materials. Only ninety percent (90%) of each such estimate approved during the construction of the project shall be paid by the Owner to the Bidder prior to Completion of the project. Upon completion by the Bidder of the construction of the project, the Architect will prepare an inventory of the project showing the total number and character of Construction Units and, after checking such inventory with the Bidder, will certify it to the Owner. Upon the approval by the Owner and the Administrator, if the approval of the Administrator is required, of a Certificate of Completion in the form attached hereto, showing the total cost of the construction performed, the Owner shall make payment to the Bidder of all amounts to which the Bidder shall be entitled thereunder which shall not have been paid: Provided, however, that such final payment shall be made not later than ninety (90) days after the date of Completion of Construction of the project, as specified in the Certificate of Completion, unless withheld because of the fault of the Bidder.*

- b. Interest at the rate of \_\_\_\_\_ percent<sup>1</sup> ( \_\_\_\_\_ %) per annum shall be paid by the Owner to the Bidder on all unpaid balances due on monthly estimates, commencing fifteen (15) days after the due date; provided the delay in payment beyond the due date is not caused by any condition within the control of the Bidder. The due date for purposes of such monthly payment or interest on all unpaid balances shall be the fifteenth (15) day of each calendar month provided (1) the Bidder on or before the fifth (5) day of such month shall have submitted its certification of Construction Units completed during the preceding month and (2) the Owner on or before the fifteenth (15) day of such month shall have approved such certification. If, for reasons not due to the Bidder's fault, such approval shall not have been given on or before the fifteenth (15) day of such month, the due date for purposes of this subsection b shall be the fifteenth (15) day of such month notwithstanding the absence of the approval of the certification.*
- c. Interest at the rate of \_\_\_\_\_ percent<sup>2</sup> ( \_\_\_\_\_ %) per annum shall be paid by the Owner to the Bidder on the final payment for the project or any completed Section thereof, commencing fifteen (15) days after the due date. The due date for purposes of such final payment or interest on all unpaid balances shall be the date of approval by the Owner of all of the documents requiring such approval, as a condition precedent to the making of final payment, or ninety (90) days after the date of Completion of Construction of the project, as specified in the Certificate of Completion, whichever date is earlier.*
- d. No payment shall be due while the Bidder is in default in respect of any of the provisions of this Contract and the Owner may withhold from the Bidder the amount of any claim by a third party against either the Bidder or the Owner based upon an alleged failure of the Bidder to perform the work hereunder in accordance with the provisions of this Contract.*
- e. The Owner and the Administrator shall have the right to inspect all payrolls, invoices of materials, and other data and records of the Bidder and of any subcontractor, relevant to the construction of the project.*

**Section 2. Release of Liens and Certificate of Contractor.** *Upon the completion by the Bidder of the construction of the project but prior to final payment to the Bidder, the Bidder shall deliver to the Owner, in duplicate, releases of all liens and of rights to claim any lien, in the form attached hereto from all manufacturers, material suppliers, and subcontractors furnishing services or materials for the project and a certificate in the form attached hereto to the effect that all labor used on or for the project or such Section has been paid and that all such releases have been submitted to the Owner.*

**Section 3. Payments to Material Suppliers and Subcontractors.** *The Bidder shall pay each material supplier, if any, within five (5) days after receipt of any payment from the Owner, the amount thereof allowed the Bidder for and on account of materials furnished or construction performed by each material supplier or each subcontractor.*

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<sup>1</sup> The Owner shall insert a rate equal to the lowest "Prime Rate" listed in the "Money Rates" section of the Wall Street Journal on the date such invitation to bid is issued.

<sup>2</sup> See Footnote 1.

## ARTICLE IV--PARTICULAR UNDERTAKINGS OF THE BIDDER

**Section 1. Protection to Persons and Property.** *The Bidder shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of federal, state, and local laws, rules, and regulations and building and construction codes, in addition to the safety rules and procedures of the Owner.*

*The following provisions shall not limit the generality of the above requirements:*

- a. *The Bidder shall at all times keep the premises free from accumulations of waste materials or rubbish caused by its employees or work, and at the completion of the work the Bidder shall remove all rubbish from and about the Project and all its tools, scaffolding and surplus materials and shall leave the work "broom clean". The Bidder shall dispose of waste material by burying it on the work site or in a manner approved by local authorities, but shall not dispose of any waste materials or rubbish by open burning. The Bidder shall provide chemical sanitary facilities which may be required.*
- b. *The Bidder shall transport and store all material in facilities and vehicles which are designed to protect the material from damage. The Bidder shall ensure that all vehicles, trailers, and other equipment used comply with all applicable licensing, traffic, and highway requirements.*
- c. *The Bidder shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances and regulations or by local conditions.*
- d. *The project, from the commencement of work to completion, or to such earlier date or dates when the Owner may take possession and control in whole or in part as hereinafter provided shall be under the charge and control of the Bidder and during such period of control by the Bidder all risks in connection with the construction of the project and the materials to be used therein shall be borne by the Bidder. The Bidder shall make good and fully repair all injuries and damages to the project or any portion thereof under the control of the Bidder by reason of any act of God or other casualty or cause whether or not the same shall have occurred by reason of the Bidder's negligence.*
  - (i) *To the maximum extent permitted by law, Bidder shall defend, indemnify, and hold harmless Owner and Owner's directors, officers, and employees from all claims, causes of action, losses, liabilities, and expenses (including reasonable attorney's fees) for personal loss, injury, or death to persons (including but not limited to Bidder's employees) and loss, damage to or destruction of Owner's property or the property of any other person or entity (including but not limited to Bidder's property) in any manner arising out of or connected with the Contract, or the materials or equipment supplied or services performed by Bidder, its subcontractors and suppliers of any tier. But nothing herein shall be construed as making Bidder liable for any injury, death, loss, damage, or destruction caused by the sole negligence of Owner.*
  - (ii) *To the maximum extent permitted by law, Bidder shall defend, indemnify, and hold harmless Owner and Owner's directors, officers, and employees from all liens and claims filed or asserted against Owner, its directors, officers, and employees, or Owner's property or facilities, for services performed or materials or equipment furnished by Bidder, its subcontractors and suppliers of any tier, and from all losses, demands, and causes of action arising out of any such lien or claim. Bidder shall promptly discharge or remove any such lien or claim by bonding, payment, or otherwise and shall notify Owner promptly when it has done so. If Bidder does not cause such lien or claim to be discharged or released by payment, bonding, or otherwise, Owner shall have the right (but shall not be obligated) to pay all sums necessary to obtain any such discharge or release and to deduct all amounts so paid from the amount due Bidder.*

- (iii) Bidder shall provide to Owner's satisfaction evidence of Bidder's ability to comply with the indemnification provisions of subparagraphs i and ii above, which evidence may include but may not be limited to a bond or liability insurance policy obtained for this purpose through a licensed surety or insurance company.
- e. Any and all excess earth, rock, debris, underbrush and other useless materials shall be removed by the Bidder from the site of the project as rapidly as practicable as the work progresses.
- f. Upon violation by the Bidder of any of the provisions of this section, after written notice of such violation given to the Bidder by the Architect or the Owner, the Bidder shall immediately correct such violation. Upon failure of the Bidder so to do the Owner may correct such violation at the Bidder's expense: Provided, however, that the Owner may, if it deems it necessary or advisable, correct such violation at the Bidder's expense without such prior notice to the Bidder.
- g. The Bidder shall submit to the Owner monthly reports in duplicate of all accidents, giving such data as may be prescribed by the Owner.

**Section 2. Insurance.** *The Bidder shall take out and maintain throughout the period of this Agreement the following types and minimum amounts of insurance:*

- a. *Workers' compensation and employers' liability insurance, as required by law, covering all its employees who perform any of the obligations of the Bidder under the contract. If any employer or employee is not subject to the workers' compensation laws of the governing state, then insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the workers' compensation laws.*
- b. *Public liability insurance covering all operations under the contract shall have limits for bodily injury or death of not less than \$1 million each occurrence, limits for property damage of not less than \$1 million each occurrence, and \$1 million aggregate for accidents during the policy period. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.*
- c. *Automobile liability insurance on all motor vehicles used in connection with the contract, whether owned, nonowned, or hired, shall have limits for bodily injury or death of not less than \$1 million per person and \$1 million each occurrence, and property damage limits of \$1 million for each occurrence. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.*

*The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in subsection "b" and "c" of this Section. In any such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the Contract price.*

*The Owner shall be named as Additional Insured on all policies of insurance required in subsections "b" and "c" of this Section.*

*The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the Owner. The Bidder shall furnish the Owner a certificate evidencing compliance with the foregoing requirements which shall provide not less than (30) days prior written notice to the Owner of any cancellation or material change in the insurance.*

**Section 3. Delivery of Possession and Control to Owner.** *Upon written request of the Owner the Bidder shall deliver to the Owner full possession and control of any portion of the project provided the Bidder shall have been paid at least ninety percent (90%) of the cost of construction of such portion. Upon such delivery of the possession and control of any portion of the project to the Owner, the risk and*

*obligations of the Bidder as set forth in Article IV, Section 1.d hereof with respect to such portion of the project so delivered to the Owner shall be terminated; Provided, however, that nothing herein contained shall relieve the Bidder of any liability with respect to defective materials and workmanship as contained in Article II, Section 5 hereof.*

**Section 4. Assignment of Guarantees.** *All guarantees of materials and workmanship running in favor of the Bidder shall be transferred and assigned to the Owner prior to the time the Bidder receives final payment.*

## **ARTICLE V--REMEDIES**

**Section 1. Completion on Bidder's Default.** *If default shall be made by the Bidder or by any subcontractor in the performance of any of the terms of this Proposal, the Owner, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Bidder and the Surety or Sureties, if any, upon the Contractor's Bond or Bonds a written notice requiring the Bidder to cause such default to be corrected forthwith. Unless within twenty (20) days after the service of such notice upon the Bidder such default shall be corrected or arrangements for the correction thereof satisfactory to both the Owner and the Administrator shall be made by the Bidder or its Surety or Sureties, if any, the Owner may take over the construction of the project and prosecute the same to completion by Contract or otherwise for the account and at the expense of the Bidder, and the Bidder and its Surety or Sureties, if any, shall be liable to the Owner for any cost or expense in excess of the Contract price occasioned thereby. In such event the Owner may take possession of and utilize, in completing the construction of the project, any materials, tools, supplies, equipment, appliances, and plant belonging to the Bidder or any of its subcontractors, which may be situated at the site of the project. The Owner in such contingency may exercise any rights, claims or demands which the Bidder may have against third persons in connection with this Contract and for such purpose the Bidder does hereby assign, transfer and set over unto the Owner all such rights, claims and demands.*

**Section 2. Liquidated Damages.** *The time of the Completion of Construction of the project is of the essence of the Contract. Should the Bidder neglect, refuse or fail to complete the construction within the time herein agreed upon, after giving effect to extensions of time, if any, herein provided, then, in that event and in view of the difficulty of estimating with exactness damages caused by such delay, the Owner shall have the right to deduct from and retain out of such moneys which may be then due, or which*

*may become due and payable to the Bidder the sum of \_\_\_\_\_ dollars (\_\_\_\_\_) per day for each and every day that such construction is delayed in its completion beyond the specified time, as liquidated damages and not as a penalty; if the amount due and to become due from the Owner to the Bidder is insufficient to pay in full any such liquidated damages, the Bidder shall pay to the Owner the amount necessary to effect such payment in full: Provided, however, that the Owner shall promptly notify the Bidder in writing of the manner in which the amount retained, deducted or claimed as liquidated damages was computed.*

**Section 3. Cumulative Remedies.** *Every right or remedy herein conferred upon or reserved to the Owner or the Government or the Administrator shall be cumulative, shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute and the pursuit of any right or remedy shall not be construed as an election: Provided, however, that the provisions of Section 2 of this Article shall be the exclusive measure of damages for failure by the Bidder to complete the construction of the project within the time herein agreed upon.*

## **ARTICLE VI--MISCELLANEOUS**

**Section 1. Definitions.**

- a. *The term "Administrator" shall mean the Administrator of the Rural Utilities Service of the United States of America and his or her duly authorized representative or any other person in whom or authority in which may be vested the duties and functions which the Administrator is*



now authorized by law to perform. If the project is financed wholly or in part by the Rural Telephone Bank, an agency of the United States of America, the references in this Contract to the "Administrator" shall mean the "Governor" of the Rural Telephone Bank as well.

- b. The term "Architect" shall mean the Architect employed by the Owner, to provide architectural services for the project and said Architect's duly authorized assistants and representatives.
- c. The term "Completion of Construction" shall mean full performance by the Bidder of the Bidder's obligations under the Contract and all amendments and revisions thereof except the Bidder's obligations in respect of Releases of Liens and Certificate of Contractor under Article III, Section 2 hereof and other final documents. The term "Completion of the Project" shall mean full performance by the Bidder of the Bidder's obligations under the Contract and all amendments and revisions thereof. The Certificate of Completion, signed by the Architect and approved in writing by the Owner and the Administrator, if approval by the Administrator is required, shall be the sole and conclusive evidence as to the date of Completion of Construction and as to the fact of Completion of the Project.

**Section 2. Materials and Supplies.** *In the performance of this contract there shall be furnished only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States or in any eligible country, and only such manufactured articles, materials, and supplies as have been manufactured in the United States or in any eligible country substantially all from articles, materials, or supplies mined, produced or manufactured, as the case may be, in the United States or in any eligible country; provided that other articles, materials, or supplies may be used in the event and to the extent that the Administrator shall expressly in writing authorize such use pursuant to the provisions of the Rural Electrification Act of 1938, being Title IV of Public Resolution No. 122, 75th Congress, approved June 21, 1938. For the purposes of this section, an "eligible country" is any country that applies with respect to the United States an agreement ensuring reciprocal access for United States products and services and suppliers to the markets of that country, as determined by the United States Trade Representative. The Bidder agrees to submit to the Owner such certificates with respect to compliance with the foregoing provision as the Administrator from time to time may require.*

**Section 3. Patent Infringement.** *The Bidder shall hold harmless and indemnify the Owner from any and all claims, suits and proceedings for the infringement of any patent or patents covering any materials or equipment used in construction of the project.*

**Section 4. Permits for Explosives.** *All permits necessary for the handling or use of dynamite or other explosives in connection with the construction of the project shall be obtained by and at the expense of the Bidder.*

**Section 5. Compliance with Laws.** *The Bidder shall comply with all federal, state, and local laws, rules, and regulations applicable to its performance under the contract and the construction of the project. The Bidder acknowledges that it is familiar with the Rural Electrification Act of 1936, as amended, the Anti Kick-Back Act of 1986 (41 U.S.C. 51 et seq), and 18 U.S.C. §§ 286, 287, 641, 661, 874, 1001, and 1366, as amended.*

*The Bidder represents that to the extent required by Executive Orders 12549 (3 CFR, 1985-1988 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), Debarment and Suspension, and 7 CFR part 3017, it has submitted to the Owner a duly executed certification in the form prescribed in 7 CFR part 3017.*

*The Bidder represents that, to the extent required, it has complied with the requirements of Pub. L. 101-121, Section 319, 103 Stat. 701, 750-765 (31 U.S.C. 1352), entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," and any rules and regulations issued pursuant thereto.*

## Section 6. Equal Opportunity Provisions.

### a. Bidder's Representations.

*The Bidder represents that:*

*It has \_\_, does not have \_\_, 100 or more employees, and if it has, that it has \_\_, has not \_\_, furnished the Equal Employment Opportunity-Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 of September 24, 1965, and Title VII of the Civil Rights Act of 1964.*

*The Bidder agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.*

*The Bidder agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this Contract will amount to more than \$10,000, the Bidder will file such report, as required by law, and notify the owner in writing of such filing prior to the Owner's acceptance of this Proposal.*

### b. Equal Opportunity Clause. During the performance of this Contract, the Bidder agrees as follows:

- (1) The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity Clause.*
- (2) The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.*
- (3) The Bidder will send to each labor union or representative of workers, with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Bidder's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
- (4) The Bidder will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.*
- (5) The Bidder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*
- (6) In the event of the Bidder's noncompliance with the Equal Opportunity Clause of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and the Bidder may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other*

*sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.*

*(7) The Bidder will include this Equal Opportunity Clause in every subcontract or purchase order unless exempted by the rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Bidder will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Bidder may request the United States to enter into such litigation to protect the interests of the United States.*

*c. Certificate of Nonsegregated Facilities. The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, 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, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it 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, and that it will retain such certifications in its files.*

**Section 7. Nonassignment of Contract.** *The Bidder shall perform directly and without subcontracting not less than twenty-five percent (25%) of the construction of the project, to be calculated on the basis of the total Contract price. The Bidder shall not assign the Contract effected by an acceptance of this Proposal or any interest in any funds that may be due or become due hereunder or enter into any contract with any person, firm or corporation for the performance of the Bidder's obligations hereunder or any part thereof, without the approval in writing of the Owner and of the Surety or Sureties, if any, on any bond furnished by the Bidder for the faithful performance of the Bidder's obligations hereunder. If the Bidder, with the consent of the Owner and any Surety or Sureties on the Contractor's Bond or Bonds, shall enter into a subcontract with any subcontractor for the performance of any part of this Contract, the Bidder shall be as fully responsible to the Owner and the Government for the acts and omissions of such subcontractor and of persons employed by such subcontractor as the Bidder would be for its own acts and omissions and those of persons directly employed by it.*

**Section 8. Successors and Assigns.** *Each and all of the covenants and agreements herein contained shall extend to and be binding upon the successors and assigns of the parties hereto. The Owner and Bidder acknowledge that this Contract is assigned to the Government, acting through the Administrator, for security purposes under the Owner's mortgage and security instrument.*

**Section 9. Independent Contractor.** *The Bidder shall perform the work as an independent contractor, not as a subcontractor, agent, or employee of the Owner. Upon acceptance of this Proposal, the successful Bidder shall be the Contractor and all references in the Proposal to the Bidder shall apply to the Contractor.*

**Section 10. Approval by the Administrator:** *This contract does \_\_\_\_\_, does not \_\_\_\_\_, require approval of the Administrator. No acceptance of a Proposal for a contract upon which approval of the Administrator is required shall become effective until the contract has been approved by the Administrator; provided that no obligation shall arise hereunder unless such approval is given within one-hundred twenty (120) days after the date set for the opening of the proposals. The acceptance of a Proposal for a contract upon which approval of the Administrator is not required shall become effective the date of acceptance by the Owner.*

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
President

Dated \_\_\_\_\_

\_\_\_\_\_  
Address

*The Proposal must be signed with the full name of the Bidder. If the Bidder is a partnership, the Proposal must be signed in the partnership name by a partner. If the Bidder is a corporation, the Proposal must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the Corporation.*

**ACCEPTANCE**

Subject to the approval of the Administrator, if approval of the Administrator is required, the Owner hereby accepts the foregoing Proposal of the Bidder, \_\_\_\_\_

\_\_\_\_\_, for the construction of the following:

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

for a total contract price of \$ \_\_\_\_\_ ( \_\_\_\_\_ dollars.)

\_\_\_\_\_  
*Owner*

By \_\_\_\_\_  
*President*

\_\_\_\_\_  
*Secretary*

\_\_\_\_\_, 20\_\_\_\_\_  
*Date of Contract*

## **CONTRACT FORMS, BONDS AND CERTIFICATES**

Contract Forms to be utilized on this project shall be on the RUS Contract to Construct Buildings and AIA Documents listed below. The Contract Forms consist of:

1. U.S. Department of Agriculture Rural Utilities Service; Contract to Construct Buildings; RUS FORM 257 (Rev. 2-04).
2. U.S. Department of Agriculture Rural Utilities Service; Bid Bond; RUS FORM 307 (Rev. 2-04).
3. U.S. Department of Agriculture Rural Utilities Service; Certificate of Contractor; RUS FORM 231 (Rev. 2-04).
4. U.S. Department of Agriculture Rural Utilities Service; Construction Contract Amendment; RUS FORM 526 (Rev. 8-66)
5. U.S. Department of Agriculture Rural Utilities Service; Contractor's Bond; RUS FORM 168b (Rev. 2-04).
6. U.S. Department of Agriculture Rural Utilities Service; Construction Inventory; RUS FORM 254 (Rev. 2-04).
7. U.S. Department of Agriculture Rural Utilities Service; Contract Rider for RUS FORM 282.
8. U.S. Department of Agriculture Rural Utilities Service; Certificate of Contractor and Indemnity Agreement; RUS FORM 792b (Rev. 2-04).
9. U.S. Department of Agriculture Rural Utilities Service; Request for Release of Lien and/or Approval of Sale; RUS FORM 793 (Rev. 4-2016).
10. U.S. Department of Agriculture Rural Utilities Service; Contract Rider for RUS FORMS 515 and 573.
11. U.S. Department of Agriculture Rural Utilities Service; Certificate of Completion-Contract Construction for Buildings; RUS FORM 181 (Rev. 2-95).
12. AIA Document G705, Certificate of Insurance - or similar format acceptable to the Owner. Obtained by Contractor.

## **END OF FORMS, BONDS AND CERTIFICATES**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0107. The time required to complete this information collection is estimated to average 1 minute per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing burden to: USDA-RUS, Attn.: Director, PDRA, 1400 Independence Ave., S.W., STOP, 1522, Washington, DC 20250-1522; and to the Office of Information and Regulatory Affairs, Paperwork Reduction Project (1910-1800), Office of Management and Budget DC 20503.

U.S. Department of Agriculture  
Rural Utilities Service  
**CERTIFICATE OF CONTRACTOR**

\_\_\_\_\_ certifies that he/she is the

\_\_\_\_\_ of \_\_\_\_\_,  
TITLE NAME OF CONTRACTOR

the Contractor, in a Construction Contract No. \_\_\_\_\_,

dated \_\_\_\_\_, 20\_\_\_\_\_, entered into between the Contractor and

\_\_\_\_\_, RUS designation \_\_\_\_\_,  
NAME OF RUS BORROWER

the Owner, and that he or she is authorized to and does make this certification on behalf of said Contractor in order to induce the Owner to make payment to the Contractor, in accordance with the provisions of said Construction Contract.

Undersigned further says that all persons who have furnished labor in connection with said construction have been paid in full, that the names of manufacturers, material suppliers, and subcontractors that furnished material or services or both in connection with such construction and the kind or kinds of material or services or both so furnished are:

NAME	KIND OF MATERIAL AND SERVICE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

and that the releases of liens executed by all such manufacturer material suppliers and subcontractors have been furnished the Owner.

\_\_\_\_\_ Date By \_\_\_\_\_ President

This Certificate must be signed with the full name of the Contractor. If the Contractor is a partnership, this Certificate must be signed in the partnership name by a partner. If the Contractor is a corporation, this Certificate must be signed in the corporate name by a duly authorized officer.

RUS FORM 526  
REV. 8-66  
U. S. DEPARTMENT OF AGRICULTURE  
RURAL UTILITIES SERVICE  
  
CONSTRUCTION CONTRACT AMENDMENT

1. PROJECT DESIGNATION

2. AMENDMENT NO.                      3. DATE

INSTRUCTIONS – Submit three (3) copies of this form  
And three (3) copies of all attachments.

4. DETAILS OF CHANGES ARE TABULATED ON SHEET 2  
TO \_\_\_ ATTACHED AND ARE PART OF THIS AMENDMENT.

To: THE ADMINISTRATOR  
RURAL UTILITIES SERVICE  
U. S. DEPT. OF AGRICULTURE , WASHINGTON, D.C. 20250

5. THE FOLLOWING CHANGES IN CONSTRUCTION CONTRACT NUMBER \_\_\_\_\_ DATED \_\_\_\_\_ , **20**  
ARE HEREBY MERELY SUBMITTED FOR YOUR APPROVAL.

6. DATA PERTINENT TO THE ORIGINAL CONTRACT, AND AMENDMENTS INCLUDING THIS AMENDMENT ARE AS FOLLOWS (DECREASE TO BE PRECEDED BY (-) MINUS SIGN).

	ROUTE MILES	SUBSCRIBERS		PRICE
		SIGNED	POTENTIAL	
ORIGINAL CONTRACT				\$
AMENDMENT NO.1				
AMENDMENT NO. 2				
AMENDMENT NO. 3				
AMENDMENT NO. 4				
AMENDMENT NO. 5				
AMENDMENT NO. 6				
TOTAL WITH THIS AMENDMENT				\$

7. FOR ADDITIONAL DATA REFER TO STATEMENT OF CONSTRUCTION, RUS FORM 527 DATED \_\_\_\_\_ , **20** , WHICH ARE ATTACH ED HEREBY AND MADE A PART HEREOF.

8. BOND EXTENSION ATTACHED    9. THE CONSTRUCTION PERIOD WILL BE CHANGE TO \_\_\_\_\_ DAYS.  
 YES                       NO

10. NEW COUNTIES ( IF ANY)]

11. DESCRIPTION AND REASON FOR CHANGE:

This amendment, providing for an increase/decrease of \$ \_\_\_\_\_ in the amount of said construction contract, is submitted pursuant to the provisions thereof and pursuant to the loan contract between the United States of America and the undersigned Borrower. You are hereby authorized to approve this amendment either in whole or in part and to delete such items as do not meet with your approval. To the extent the items hereof are approved by you, the construction contract shall be amended.

**ACCEPTED**

By \_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_  
BORROWER

By \_\_\_\_\_  
PRESIDENT – OWNER –PARTNER\*

By \_\_\_\_\_  
PRESIDENT

**APPROVED**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ENGINEER FOR THE BORROWER

*\*Strike out inapplicable title. If signed by other than above, power of attorney should be attached or on file with RUS.*



RUS FORM 526 REV 8-66 ATTACHMENT	U.S. DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE	PROJECT DESIGNATION	AMENDMENT NUMBER
<b>CONSTRUCTION CONTRACT AMENDMENT</b>			

**DETAILS OF CONTRACT AMENDMENT**

ITEM NO.	ASSEMBLY UNIT DESIGNATION	QUANTITY PREVIOUSLY APPROVED	NET CHANGE NUMBER OF UNITS	*CONTRACT AMENDED TO READ			TOTAL PRICE	TOTAL INCREASE PRICE	TOTAL DECREASE PRICE
				NUMBER OF UNITS	UNIT PRICE				
					LABOR	MATERIAL			
**-----	-----	-----	-----	-----	-----	-----			
1									
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25									
26									
							<b>TOTALS</b>	F	
							<b>NET TOTAL</b>		

\* Show quantities and prices as revised by this amendment.

\*\*Carried forward from previous page.

U.S. Department of Agriculture  
Rural Utilities Service

## CONTRACTOR'S BOND

1. Know all persons that we, \_\_\_\_\_, as

Principal, and \_\_\_\_\_, as Surety,

are held and firmly bound unto \_\_\_\_\_  
(hereinafter called the "Owner") and unto the United States of America (hereinafter called the "Government")  
and unto all persons, firms and corporations who or which may furnish materials for or perform labor on a

Rural Utilities Service project known as \_\_\_\_\_

and to their successors and assigns, in the penal sum of \_\_\_\_\_

dollars (\$ \_\_\_\_\_), as hereinafter set forth and for the payment of which sum well  
and truly to be made we bind ourselves, our executors, administrators, successors and assigns jointly and  
severally by these presents. Said project is described in a certain construction contract (hereinafter called the

"Construction Contract") between the Owner and the Principal, dated \_\_\_\_\_, 20\_\_\_\_,  
pursuant and subject to a certain loan contract (hereinafter called the "Loan Contract") between the Owner  
and the Government, acting through the Administrator of the Rural Utilities Service (hereinafter called the  
"Administrator").

2. The condition of this obligation is such that if the Principal shall well and truly perform and fulfill all the  
undertakings, covenants, terms, conditions and agreements of the Construction Contract and any amendments  
thereto, whether such amendments are or additions, decreases, or changes in materials, their quantity, kind or  
price, labor costs, mileage, routing or any other purpose whatsoever, and whether such amendments are made  
with or without notice to the Surety, and shall fully indemnify and save harmless the Owner and the  
Government from all costs and damages which they, or either of them, shall suffer or incur by reason of any  
failure so to do, and shall fully reimburse and repay the Owner and the Government for all outlay and expense  
which they, or either of them shall incur in making good any such failure of performance on the part of the  
Principal, and shall promptly make payment to all persons working on or supplying labor or materials for use  
in the construction of the project contemplated in the Construction Contract and any amendments thereto, in  
respect of such labor or materials furnished and used therein, to the full extent thereof, and in respect of such  
labor or materials furnished but not so used, to the extent of the quantities estimated in the Construction  
Contract and any amendments thereto to be required for the construction of the project, and shall well and  
truly reimburse the Owner and the Government, as their respective interests may appear, for any excess in cost  
of construction of said project over the cost of such construction as provided in the Construction Contract and  
any amendments thereto, occasioned by any default of the Principal under the Construction Contract and any  
amendments thereto, then this obligation shall be null and void, but otherwise shall remain in full force and  
effect.

3. It is expressly agreed that this bond shall be deemed amended automatically and immediately, without formal  
and separate amendments hereto, upon any amendment to the Construction Contract, so as to bind the  
Principal and the Surety to the full and faithful performance of the Construction Contract as so amended,  
provided only that the total amount of all increases in the cost of construction shall not exceed 20 percent of the  
amount of the maximum price set forth in the Construction Contract. The term "Amendment," wherever used in  
this bond, and whether referring to this bond, the Construction Contract or the Loan Contract shall include any  
alteration, addition, extension, modification, amendment, rescission, waiver, release or annulment, of any  
character whatsoever.

4. It is expressly agreed that any amendment which may be made by agreement or otherwise between the  
Principal and the Owner in the terms, provisions, covenants and conditions of the Construction Contract, or in  
the terms, provisions, covenants and conditions of the Loan Contract (including, without limitation, the  
granting by the Administrator to the Owner of any extension of time for the performance of the obligations of

the Owner under the Loan Contract or the granting by the Administrator or the Owner to the Principal of any extension of time for the performance of the obligations of the Principal under the Construction Contract, or the failure or refusal of the Administrator or the Owner to take any action, proceeding or step to enforce any remedy or exercise any right under either the Construction Contract or the Loan Contract, or the taking of any action, proceeding or step by the Administrator or the Owner, acting in good faith upon the belief that the same is permitted by the provisions of the Construction Contract or the Loan Contract) shall not in any way release the Principal and the Surety, or either of them or their respective executors, administrators, successors or assigns, from liability hereunder. The Surety hereby acknowledges receipt of notice of any amendment, indulgence or forbearance, made, granted or permitted.

- 5. This bond is made for the benefit of all persons, firms and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed under the Construction Contract and any amendments thereto, and they, and each of them, are hereby made obligees hereunder with the same force and effect as if their names were written herein as such, and they and each of them may sue hereon.

In witness whereof, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Principal (SEAL)

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Surety (SEAL)

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Address of Surety's Home Office

By \_\_\_\_\_  
Resident Agent of Surety

**Signatures** The Contractor's Bond must be signed with the full name of the Contractor. If the Contractor is a partnership the Contractor's Bond must be signed in the partnership name by a partner. If the Contractor is a corporation the Contractor's Bond must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the corporation. A typewritten copy of all such names and signatures shall be appended.

**Power of Attorney:**The Contractor's Bond must be accompanied by a power of attorney authorizing execution on behalf of the Surety and, in jurisdictions so requiring should be countersigned by a duly authorized resident agent of the Surety.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0107. The time required to complete this information is estimated to average 2 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

U.S. DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE  <b>CONSTRUCTION INVENTORY</b> (FOR LABOR AND MATERIAL CONTRACT)	<b>SHEET OF SHEETS</b>		
	<b>DATE</b>	<b>PROJECT DESIGNATION</b>	<b>CONTRACT NO.</b>
	<b>BORROWER</b>		<b>RUS PROJECT CODE(S)</b>
	<b>ENGINEER</b>		
<b>CONTRACTOR</b>			

**AMOUNT PAYABLE TO CONTRACTOR**

**A. TOTAL COST OF STANDARD, NEW AND CONVERSION ASSEMBLY UNITS INSTALLED**  
 (Total Column 6 RUS Form 254a) .....

**B. COST TO REMOVE "I" UNITS** (Total Column 7, RUS Form 254a) .....

**C. AMOUNT TO BE CREDITED TO CONTRACTOR FOR MATERIALS REMOVED FROM EXISTING FACILITIES AND RETURNED** (Total Column 14, RUS Form 254b) .....

**SUBTOTAL** .....

**DEDUCT:**

**D. AMOUNT CHARGEABLE TO CONTRACTOR FOR MATERIALS IN ASSEMBLY UNITS REMOVED** (Total Column 9, RUS Form 254a) .....

**E. NET AMOUNT OF OWNER-FURNISHED MATERIALS** (Total Column 24, RUS Form 254c)----- .....

**F. NET AMOUNT DUE CONTRACTOR** .....

(In making final payment to Contractor, the net amount due the Contractor, as shown by this Certification, will be reduced by the sums, if any, due the Owner for liquidated damages, payment made to date, or other sums which the owner has the right to retain under the terms of the Contract, and signature by all parties does not preclude the retention by the Owner of such amounts.)

**CERTIFICATE OF ENGINEER**

*I certify that to the best of my knowledge and belief the attached final inventory correctly shows the total number and character of assembly units installed and removed by the Contractor and that the net amount of due the Contractor, as shown above, is true and correct.*

\_\_\_\_\_

\_\_\_\_\_

ENGINEER

By \_\_\_\_\_

\_\_\_\_\_

DATE

**ACCEPTANCE BY OWNER**

\_\_\_\_\_

OWNER

By \_\_\_\_\_

PRESIDENT

\_\_\_\_\_

DATE

**ACCEPTANCE BY CONTRACTOR**

\_\_\_\_\_

FIRM

By \_\_\_\_\_

\_\_\_\_\_

DATE

**RUS Form 254 Instructions**

(See RUS Bulletin 176713-3, Preparation and Use of RUS Form 254, for additional instructions)

The Engineer will prepare 5 copies of RUS Form 254 and 254a; also 5 copies of Forms 254b and 254c when applicable,

Calculation of amount payable to Contractor will employ data taken from Nos. 1 thru 25, RUS Forms 254, 254a, 254b, and 254c. The amounts to be inserted opposite Items A, B, C, D, and E on RUS Form 254 are indicated in the texts of those items.

Nos. 1 thru 17, Forms 254a & 2541b: (Form 254b is required only when "I" removal units are included in the Contract.)

No.	Source of Information
1 and 2 .....	From tabulation of staking sheets *
3 and 4 .....	From Contract
5 .....	No. 3 plus No. 4
6 .....	No. 1 multiplied by No. 5
7 .....	No. 1 multiplied by No. 3 (for "I" units only).
8.....	From Table "C" of Contract
9 .....	No. 1 multiplied by No. 8 for "I" removal units only. (Table C relates solely to "I" units.)
10, 11, & 12 ...	From Engineer's and Owner's records
13 .....	From Table D in Contract
14 .....	No. 12 multiplied by No. 13
15 .....	From Engineer's records (Quantities shall be listed opposite the appropriate material items described in No. 11.)
16 .....	From individual stock record card for each material item listed.
17 .....	No. 15 multiplied by No. 16

Data shown on Form 254c to be presented under the following headings, as appropriate:

**PART 1. MATERIAL ITEMS INCLUDED IN LISTS SET FORTH IN CONSTRUCTION CONTRACT.**

**PART 11. OTHER MATERIAL ITEMS FURNISHED BY OWNER.**

Nos. 18 through 25: (Form 254c is required only when there are owner-furnished materials.)

No.	Source of Information
18 and 19 ....	From Contract and Material Receipts
20 .....	From charge-out and credit tickets covering materials issued to and returned by Contractor **
21 .....	From average unit costs on charge-out and credit tickets relating to this construction, such costs in turn being taken from the average unit costs reflected by the stock record cards for the applicable period.
22 .....	No. 20 multiplied by No. 21
23 .....	For Part 1, from the unit prices specified in the Contract in the "List of Owner Furnished Materials" For Part 11, from the actual unit costs to Owner-- the same as used in No. 21
24 .....	No. 20 multiplied by No. 23
25 .....	No. 24 minus No. 22. (if a minus quantity, enter in parentheses.)

See 7 CFR 1726, Electric System Construction Policies and Procedures, for instructions regarding distribution of the completed forms.

Reference should be made to RUS Bulletin 1767B-3, Preparation and Use of the RUS Form 254, for instruction in accounting for all contract costs, including the retirement of units removed by the Contractor and the unitization by record units of costs of construction assemblies installed by the Contractor.

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\* Standard units will be listed first, followed by new units and conversion units, in that order, with all "I" removal units being listed last. In Column 2, under "Unit No.", enter the unit identifier, and under "Type", enter either: "N-New", "H-Conversion" or "I-Removal".

\*\* The quantities shown in No. 20 should agree with materials receipts prepared in connection with the contract.

The types of items of material and the quantity of any item of material listed under Part I of the tabulation should be limited to the type of items and should not exceed the quantity of any item of material specified in the construction contract in the "List of Owner Furnished Materials." Any additional items of material or excess quantities over the items specified in such lists are to be shown under Part 11 of the tabulation.

U.S. DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE  <b>CONSTRUCTION INVENTORY</b> (FOR LABOR AND MATERIAL CONTRACT)				SHEET <span style="margin-left: 200px;">OF</span> SHEETS				
				DATE		PROJECT DESIGNATION		CONTRACT NO.
				BORROWER				
				ENGINEER				
				CONTRACTOR				
ASSEMBLY UNITS		DUE CONTRACTOR FOR UNITS INSTALLED, CONVERTED AND REMOVED					AMOUNT CHARGEABLE TO CONTRACTOR FOR MATERIALS IN ASSEMBLIES REMOVED	
QUAN- TITY	UNIT NO. / TYPE N-New H-Conversion I-Removal	LABOR UNIT PRICE	MATERIAL UNIT PRICE	EXCEPT I UNITS		COST TO REMOVE "I" UNITS (Col.1 x Col.3)		
				TOTAL UNIT PRICE (Col.3 + Col.4)	COST OF CONSTRUCTION (Col.1 x Col.5)			
1	2	3	4	5	6	7	8	9
	/							
	/							
	/							
	/							
	/							
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TOTAL								

U.S. DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE  <b>CONSTRUCTION INVENTORY</b> (FOR LABOR AND MATERIAL CONTRACT)	SHEET _____ OF _____ SHEETS		
	DATE _____	PROJECT DESIGNATION _____	CONTRACT NO. _____
	BORROWER _____		
	ENGINEER _____		
	CONTRACTOR _____		

SUMMARY AND CLASSIFICATION OF MATERIALS RETURNED TO OWNER BY CONTRACTOR FROM "I" REMOVAL UNITS							
AMOUNTS TO BE CREDITED TO CONTRACTOR FOR MATERIALS RETURNED					RETURNED MATERIALS DECLARED REUSABLE BY ENGINEER		
ITEM DESIGNATION	DESCRIPTION OF MATERIAL	QUANTITY	ITEM VALUE TABLE D IN CONTRACT	TOTAL CREDIT TO CONTRACTOR (Col.12 X Col.13)	QUANTITY OF ITEMS	STOCK CARD ITEM PRICE	SALVAGE VALUE (Col.15 X Col.16)
10	11	12	13	14	15	16	17
TOTAL							

U.S. DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE  <b>CONSTRUCTION INVENTORY</b> (FOR LABOR AND MATERIAL CONTRACT)			SHEET _____ OF _____ SHEETS				
			DATE	PROJECT DESIGNATION		CONTRACT NO.	
			BORROWER				
			ENGINEER				
CONTRACTOR							
<b>TABULATION OF NET AMOUNT OF MATERIALS FURNISHED BY OWNER</b>							
ITEM DESIG- NATION 18	DESCRIPTION OF MATERIAL 19	QUANTITY 20	ACTUAL COST TO OWNER		AMOUNT CHARGEABLE TO CONTRACTOR AT CONT. PRICE		EXCESS OF COL. 24 OVER COL. 22 25
			UNIT COST 21	EXTENDED COST (Col.20 X Col.21) 22	UNIT PRICE 23	EXTENDED COST (Col. 20 X Col. 23) 24	
TOTAL							



**U.S. Department of Agriculture  
Rural Utilities Service**

**CONTRACT RIDER  
FOR RUS FORM 282  
(Rev. 02-13)**

**NO THIRD PARTY BENEFICIARY TO RUS CONTRACTS**

THIS CONTRACT IS EXCLUSIVELY BETWEEN THE CONTRACTOR AND THE SUBCONTRACTOR. NOTWITHSTANDING ANY LANGUAGE OR PROVISION HEREIN TO THE CONTRARY, THIS SUBCONTRACT DOES NOT AND IS NOT INTENDED TO CREATE ANY PRIVITY OF CONTRACT WITH RUS, NOR TO IMPLY A CONTRACT IN LAW OR FACT. ANY FUNDS ADVANCED BY RUS TO THE OWNER ARE INTENDED TO FINANCE THE OWNER'S PROJECT AND NOT THIS SUBCONTRACT. ANY APPROVALS GIVEN BY RUS TO THE OWNER ARE SOLELY FOR THE BENEFIT OF RUS. RUS IS NOT OBLIGATED TO ADVANCE LOAN FUNDS TO THE CONTRACTOR OR SUBCONTRACTOR FOR THIS SUBCONTRACT, NOR INTENDS TO ASSUME, AT ANY TIME, DIRECT OBLIGATIONS FOR PAYMENT FOR WORK, GOODS, OR OTHER PERFORMANCE UNDER THIS SUBCONTRACT. THE OBLIGATION TO PAY ANY AMOUNTS DUE UNDER THIS SUBCONTRACT IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR. NOTHING HEREIN, EXPRESS OR IMPLIED, IS INTENDED TO, OR SHALL CONFER UPON, ANY OTHER PERSON ANY RIGHT, BENEFIT, OR REMEDY OF ANY NATURE WHATSOEVER UNDER OR BY REASON OF THE LOAN DOCUMENTS BETWEEN RUS AND THE OWNER. IT IS EXPRESSLY UNDERSTOOD BY THE CONTRACTOR AND SUBCONTRACTOR THAT NOTHING CONTAINED HEREIN OR ANY APPROVALS PROVIDED BY RUS TO THE OWNER IS INTENDED TO BE RELIED UPON BY THE CONTRACTOR OR SUBCONTRACTOR.

**Date**

\_\_\_\_\_

\_\_\_\_\_  
**CONTRACTORS SIGNATURE**

\_\_\_\_\_  
**TITLE**

**Date**

\_\_\_\_\_

\_\_\_\_\_  
**SUBCONTRACTOR'S SIGNATURE**

\_\_\_\_\_  
**TITLE**

U.S. Department of Agriculture  
Rural Utilities Service

## CERTIFICATE OF CONTRACTOR AND INDEMNITY AGREEMENT (Line Extensions)

\_\_\_\_\_ certifies that he or she is the  
\_\_\_\_\_ of \_\_\_\_\_  
TITLE NAME OF CONTRACTOR

the Contractor, in a Construction Contract No. \_\_\_\_\_,  
dated \_\_\_\_\_, 20\_\_\_\_\_, entered into between the Contractor and  
\_\_\_\_\_, RUS designation \_\_\_\_\_,  
NAME OF RUS BORROWER

the Owner, and that he or she is authorized to and does make this Certificate and Indemnity Agreement on behalf of said Contractor in order to induce the Owner to make payment to the Contractor, in accordance with the provisions of the said contract.

The undersigned further says that all persons who have furnished labor in connection with the Section of the project represented by the inventory dated \_\_\_\_\_, 20\_\_\_\_\_, in the amount of \$ \_\_\_\_\_, have been paid in full; that all manufacturers, material suppliers, and subcontractors which furnished any materials or services, or both, for the said Section of the project have been paid in full; that no lien has been filed against the project and no person has any right to claim any lien against the project.

The undersigned further says that if the Owner pays the Contractor the contract price for the said Section of the project the Contractor will indemnify and hold harmless and does hereby undertake and agree to indemnify and hold harmless the Owner from any claim or lien arising out of the negligence or other fault of the Contractor in respect of the performance of the contract which may have been or may be filed against the Owner.

\_\_\_\_\_ By \_\_\_\_\_  
Date President

*This Certificate must be signed with the full name of the Contractor. If the Contractor is a partnership, this Certificate must be signed in the partnership name by a partner. If the Contractor is a corporation, this Certificate must be signed in the corporate name by a duly authorized officer.*

U. S. DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE  <b>REQUEST FOR RELEASE OF LIEN          AND/OR APPROVAL OF SALE</b>		1. DATE OF THIS REQUEST		2. CLOSING DATE	
<b>INSTRUCTIONS</b> - Submit three copies to RUS. See RUS Bulletin 415-1 for detailed instructions.		3. SYSTEM DESIGNATION OF SELLER		4. SYSTEM DESIGNATION OF PURCHASER (If RUS borrower)	
		5. NAME AND ADDRESS OF SELLER		6. NAME AND ADDRESS OF PURCHASER	
7. APPROXIMATE ORIGINAL COST		8. SOURCE OF FUNDS (Original purchase)		9. DATE BOUGHT OR BUILT	
				10. PROPOSED SELLING PRICE	
11. DESCRIPTION OF PROPERTY TO BE SOLD. (Identify it adequately and estimate its present value. If real estate, include legal description to be used in deed and release of lien.)*					
12. FORMAL RELEASE OF LIEN <input type="checkbox"/> IS <input type="checkbox"/> IS NOT REQUIRED BY PURCHASER.					
13. REASON FOR SALE*					
14. DISPOSITION OF NET PROCEEDS OF SALE. (Insert estimated amounts in appropriate spaces):					
a. ACCOUNT 113.2 OR 1600.2 "CASH - TRUSTEE RUS CONSTRUCTION FUND" TO BE USED FOR RUS APPROVED PURPOSES .....					
b. TO THE RURAL ELECTRIFICATION ADMINISTRATION AS A SPECIAL PAYMENT ON THE MOST RECENT NOTE OF THE RUS LOAN. MAKE CHECKS PAYABLE TO THE RURAL UTILITIES SERVICE MAIL TO U. S. DEPARTMENT OF AGRICULTURE. RUS, WASHINGTON, D.C. 20250-1510 ATTENTION OF: ADMINISTRATIVE & LOAN ACCOUNTING BRANCH, COLLECTIONS & CUSTODIAL SECTION.....					
c. OTHER .....					
d. SELLERS NOTE(S) TO BE ASSUMED. (For sale of property by assumption of indebtedness only)					
SYSTEM DESIGNATION		DATE OF NOTE(S)		AMOUNT OF NOTE(S)	
				AMOUNT TO BE ASSUMED	
<b>CERTIFICATION</b>  <i>I hereby certify that, in my opinion, the selling price is not less than the fair market value of the property; the system after the sale will be financially feasible for repayment of RUS loan funds and will constitute a satisfactory operating unit; all necessary approvals have been or will be obtained where required by law or by the articles of incorporation or by-laws of the organization; the sale is in the best interest of the Government and this organization; and the transaction will provide the Government with a compensating benefit for its approval.</i>  <i>Two certified copies of the resolution adopted by the</i> <input type="checkbox"/> <i>Directors</i> <input type="checkbox"/> <i>Shareholders</i> <input type="checkbox"/> <i>Members authorizing the proposed sale are attached if such authorization is required.</i>					
_____ SELLER'S CORPORATE NAME					
_____ TITLE OF AUTHORIZED OFFICIAL			_____ SIGNATURE OF AUTHORIZED OFFICIAL		

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor and a person is not required to respond to a collection of information unless a valid OMB control number is displayed. The OMB Control Number for this information collection is 0572-0041. The time required to complete the information collection is estimated to average 2.75 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information."

\*If additional space is needed, use reverse side.

**U.S. Department of Agriculture  
Rural Utilities Service**

**CONTRACT RIDER  
FOR RUS FORMS 515 & 773**

**NO THIRD PARTY BENEFICIARY TO RUS CONTRACTS**

THIS CONTRACT IS EXCLUSIVELY BETWEEN THE CONTRACTOR AND THE OWNER. NOTWITHSTANDING ANY LANGUAGE OR PROVISION HEREIN TO THE CONTRARY, THIS CONTRACT DOES NOT AND IS NOT INTENDED TO CREATE ANY PRIVITY OF CONTRACT WITH RUS, NOR TO IMPLY A CONTRACT IN LAW OR FACT. ANY FUNDS ADVANCED BY RUS TO THE OWNER ARE INTENDED TO FINANCE THE OWNER'S PROJECT AND NOT THIS CONTRACT. ANY APPROVALS GIVEN BY RUS TO THE OWNER ARE SOLELY FOR THE BENEFIT OF RUS. RUS IS NOT OBLIGATED TO ADVANCE LOAN FUNDS TO THE CONTRACTOR FOR THIS CONTRACT, NOR INTENDS TO ASSUME, AT ANY TIME, DIRECT OBLIGATIONS FOR PAYMENT FOR WORK, GOODS, OR OTHER PERFORMANCE UNDER THIS CONTRACT. THE OBLIGATION TO PAY ANY AMOUNTS DUE UNDER THIS CONTRACT IS SOLELY THE RESPONSIBILITY OF THE OWNER. NOTHING HEREIN, EXPRESS OR IMPLIED, IS INTENDED TO, OR SHALL CONFER UPON, ANY OTHER PERSON ANY RIGHT, BENEFIT, OR REMEDY OF ANY NATURE WHATSOEVER UNDER OR BY REASON OF THE LOAN DOCUMENTS BETWEEN RUS AND THE OWNER. IT IS EXPRESSLY UNDERSTOOD BY THE CONTRACTOR THAT NOTHING CONTAINED HEREIN OR ANY APPROVALS PROVIDED BY RUS TO THE OWNER IS INTENDED TO BE RELIED UPON BY THE CONTRACTOR.

**Date**

\_\_\_\_\_

\_\_\_\_\_  
**OWNER'S SIGNATURE**

\_\_\_\_\_  
**TITLE**

**Date**

\_\_\_\_\_

\_\_\_\_\_  
**CONTRACTOR'S SIGNATURE**

\_\_\_\_\_  
**TITLE**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0107. The time required to complete this information collection is estimated to average .1 of an hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

U.S. Department of Agriculture  
Rural Utilities Service

CERTIFICATE OF COMPLETION  
CONTRACT CONSTRUCTION FOR BUILDINGS

PROJECT DESIGNATION

I, the undersigned Architect of the above-designated Rural Utilities Service Project, hereby certify that:

1. The construction provided for pursuant to Construction Contract No. \_\_\_\_\_ dated \_\_\_\_\_, including all approved amendments, (hereinafter called the "Project"), between \_\_\_\_\_ (hereinafter called the "Owner") and \_\_\_\_\_ (hereinafter called the "Contractor") has been completed as of \_\_\_\_\_, and is in all respects in strict compliance with the provisions of the Loan Contract and the Construction Contract, including the Plans and Specifications and all modifications and amendments thereto.
2. To the best of my knowledge, payment in full has been made to all persons who have furnished labor for the Project.
3. The Contractor has, to the best of my knowledge, obtained valid releases of lien from all Manufacturers, materialmen, and subcontractors that furnished materials or services or both which were employed by the Contractor in the performance of the Construction Contract, and that such releases have been delivered to the Owner.
4. All defects in workmanship and materials reported during the period of construction of the Project have been corrected.
5. The final Contract Price of the Project as completed is \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

DATE

REPRESENTATIVE OF ARCHITECT

TITLE

ACCEPTANCE

DATE

REPRESENTATIVE OF CONTRACTOR

TITLE

DATE

NAME OF OWNER

PRESIDENT - BOARD OF DIRECTORS

**- EXHIBIT 1 -**

**OFFICE OF NAVAJO LABOR RELATIONS PREVAILING WAGE**

**NTUA HEADQUARTERS COMPLEX OFFICE BUILDING**



# THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT  
JONATHAN NEZ VICE PRESIDENT

October 10, 2016

AD17-018

Avis Jimm, Contract Administrator  
**NAVAJO TRIBAL UTILITY AUTHORITY**  
Post Office Box 170  
Fort Defiance, Arizona 86504

**RE: NTUA HEADQUARTERS COMPLEX OFFICE BUILDING**

Dear Ms. Jimm:

The Office of Navajo Labor Relations (ONLR) received your request for prevailing wage rates for the above reference project. Please find attached the ONLR wage rates which are applicable to the building construction project.

**Pursuant to the NPEA Section 607(B)(1) "...In all cases where construction is contemplated for which prevailing wage rates have not been set, the contract letting entity shall submit to ONLR a written request for a project prevailing wage scale. Such request shall be submitted not less than 60 days prior to the scheduled date for bid solicitation and shall include detailed information on the anticipated construction classifications, nature' of the project and completion plans..."**

The ONLR respectfully requests that Navajo Tribal Utility Authority review the requirements of the Navajo Preference in Employment Act (NPEA) before any work begins. If a Pre-Construction Conference is scheduled, the Fort Defiance ONLR Office at (928) 871-7429 is to be notified and a representative will explain the applicable laws to the general contractor and subcontractors, where necessary.

Should you have any questions, contact our office at (928) 871-6800. Thank You.

Sincerely,

A handwritten signature in black ink that reads "Michael Armijo".

Michael Armijo, CEA  
OFFICE OF NAVAJO LABOR RELATIONS

**ATTACHMENTS**



OFFICE OF NAVAJO LABOR RELATIONS  
PREVAILING WAGE



Wage Decision Number: ONLR16-0318B

Date Issued: October 10, 2016

**BUILDING CONSTRUCTION**

**Building Construction** includes the construction, demolition, rehabilitation, and repairs of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies.

**NTUA HEADQUARTERS COMPLEX OFFICE BUILDING  
NAVAJO TRIBAL UTILITY AUTHORITY**

Effective January 1, 2016

<b>Trade Classifications:</b>	<b>Hourly Rate:</b>
Asbestos Worker	\$ 21.27
Brick Layer/ Block Layer	\$ 18.02
Boilermaker	\$ 24.00
Carpenter	\$ 19.13
Cement Mason/Finisher	\$ 17.63
Drywall Hanger	\$ 17.23
Drywall Finisher/Taper	\$ 17.05
Electrician	\$ 20.71
Glazier	\$ 17.35
Insulator	\$ 19.00
Ironworker	\$ 23.63
Laborer	\$ 15.25
Lather	\$ 17.66
Mechanic	\$ 19.00
Painter	\$ 17.03
Plasterer	\$ 17.00
Plumber/Pipe Fitter	\$ 21.89
Rofer	\$ 17.25
Sheet Metal Worker	\$ 21.91
Soft Floor Layer	\$ 17.00
Sprinkler Fitter	\$ 23.56
Tile Layer/Setter	\$ 17.00



<b>Truck Drivers:</b>	<b>Hourly Rate:</b>
Dump Truck	\$ 17.79
Flatbed Truck	\$ 17.40
Water Truck	\$ 17.48
<b>Equipment Operators:</b>	<b>Hourly Rate:</b>
Backhoe	\$ 19.75
Broom	\$ 19.36
Bulldozer	\$ 20.00
Crane	\$ 20.71
Front End Loader	\$ 18.50
Motor Grader	\$ 19.00
Paver	\$ 18.87
Roller/Compactor	\$ 18.63
Scraper	\$ 19.75
Trencher	\$ 19.75

The rates listed above are required minimum ONLR Prevailing Wage Rates. Contractors may pay rates above these rates. The ONLR Director will add wage rates for unlisted classifications needed for work only after review and approval. Overtime is one and one - half time the basic rate for hours worked over forty hours in one week. Foremen will receive an additional \$4.00 per hour. **Where Federal Funds are involved, the Davis-Bacon rates apply.** Other exceptions may apply in accordance with the *Navajo Preference in Employment Act (NPEA)*, Section 7(E). Apprentices must be enrolled in a recognized apprenticeship program as required by Section 7(A)(6) of the NPEA. The appropriate apprenticeship program as outlined by the NPEA Section 7(E)(7) will govern wage rates for such apprentices. These wages apply only to the **NTUA HEADQUARTERS COMPLEX OFFICE BUILDING** construction project.

APPROVED:

  
 Reynold R. Lee, Director

10.10.16  
 Date

cc: Eugene Kirk, Labor Compliance Officer, Fort Defiance ONLR Office

REVISED 1/1/2016marmijo

## **REFERENCES**

The following requirements are to be utilized on this project and are incorporated by reference:

1. Navajo Preference in Employment Act.
2. Source List of Certified Navajo Businesses; [www.navajobusiness.com](http://www.navajobusiness.com).
3. Navajo Nation Business Activity Tax; [www.navajotax.org](http://www.navajotax.org).
4. Navajo Nation Water Code; [www.navajonationepa.org](http://www.navajonationepa.org).
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