

CONSTRUCTION CONTRACT DOCUMENTS

ITEM I

NOTICE AND INSTRUCTIONS TO BIDDERS

Date: _____

- 1. Sealed bids will be received by the _____,
hereinafter referred to as the "Owner," for performing the work
as described as follows: _____

as described more fully in the Plans and Specifications attached
hereto, on or before _____ o'clock, in the _____
_____, at which time said bids will be
publicly opened and read.
- 2. All bids must be made on the blank form of proposal attached hereto.
- 3. If the contract bid exceeds \$10,000, a bidder must submit Form RD
400-6. "Compliance Statement," with the bid. "Equal Opportunity
Clause," will be a part of all construction contracts exceeding \$10,000.
- 4. A bidder may withdraw any proposal submitted prior to the hour set
for the closing of the bids provided the request is signed in a manner
identical with the proposal being withdrawn.
- 5. It is understood that the Farmers Home Administration must concur in
this contract.
- 6. The owner will be responsible for payment in accordance with the
terms of the contract when the work is completed.

(Owner)

By _____
Title _____

ITEM II

BIDDER'S PROPOSAL

Place _____

Date _____

1. In compliance with your invitation for bids dated _____ and subject to all the conditions thereof, the undersigned _____

 _____ (hereinafter called BIDDER) _____ doing business as _____*, "
 _____ of the City of _____, State of _____ hereby proposes to furnish and complete work required by the Contract Documents for the construction of all structures listed at the prices shown for each bid item on the Bid Schedule. Any total cost found inconsistent with the unit cost when the bids are examined will be deemed in error and corrected to agree with the unit cost which shall be considered correct.
2. The undersigned BIDDER does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the Notice and Instructions to Bidders, the Construction Contract, the Detailed Specifications, and the Plans pertaining to the work to be done, all of which have been examined by the undersigned.
3. The undersigned BIDDER agrees to abide by the requirements of Executive Order No. 11246, as amended. To that end, the BIDDER submits a completed Form RD 400-6, "Compliance Statement," as ITEM (X) of the Contract Documents. The BIDDER agrees to execute "Equal Opportunity Clause," as part of the Construction Contract.
4. If the work to be performed under this contact is in hometown plan or imposed plan area the undersigned BIDDER agrees to abide by the "Model Special Bid Conditions" attached hereto as item VI.
5. All the various phases of work enumerated in the Detailed Specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the BIDDER under one of the items listed in the Bid Schedule, irrespective of whether it is named in said list.
6. Payment for work performed will be in accordance with the bid Schedule, subject to changes as provided for in the Construction Contract.

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- 7. The undersigned BIDDER understands that this contract must be concurred in by the Farmers Home Administration.
- 8. The BIDDER will submit a construction schedule and execute the contract within 10 days after notification of contract award.
- 9. It is understood that time is of the essence in this contract and the BIDDER agrees to commence within 10 days after the Notice to Proceed and complete work within _____ calendar days.

BIDDER'S License No. (if applicable)

BIDDER

Seal (if a corporation)

By _____

Title

(Business Address)

*Insert: "a corporation incorporated in the State of _____, " "a partnership" or an individual, as applicable.

BID SCHEDULE

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

Item No.	Description	Estimated Quantity	Total Price	Unit Price	Total
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TOTAL BID PRICE \$ _____

ITEM III

NOTICE OF AWARD

Description of work: Construction of _____
_____ for the _____

To: _____

The Owner has considered the Proposal submitted by you for the above described work in response to its Notice and Instructions to Bidders dated _____19____.

It is to the best interest of said Owner to accept your Proposal in the amount of _____
(\$_____); you are hereby notified that your Proposal has been accepted for items _____

You are required by the Notice and Instruction to Bidders to execute the contract within ten days from the date of the delivery of this Notice to you.

Dated this _____ day of _____ 19 _____

Owner

ACCEPTANCE OF NOTICE

By _____

Receipt of the above Notice of Award is hereby acknowledged this _____ day
of _____, 19____ .

Title _____

By _____

Title _____

ITEM IV

C O N T R A C T

THIS AGREEMENT, made this _____ day of _____, 19____,
by and between _____,
hereinafter referred to as the OWNER, and _____
_____, hereinafter referred to as the
CONTRACTOR:

WITNESSETH:

That for and in consideration of the mutual covenants and promises
between the parties hereto, it is hereby agreed that:

1. The CONTRACTOR will furnish all of the materials and supplies,
equipment, and labor and other services necessary in conformance with
these contract documents for the construction and completion of the
project described in general as follows:

2. COMPLETION OF WORK. The Contractor shall commence the work
covered by this contract within ten (10) calendar days after the date of
receipt of the Notice to Proceed and shall complete the same within
_____ calendar days unless the period for completion is
extended as provided for in the General Conditions.

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3. CONTRACT SUM. The Owner shall pay the Contractor for the performance of said work, subject to additions or deductions provided herein _____ dollars (\$_____) in conformity with the bid schedule in Item II.

4. The Contract Documents include the following:
- (a) Notice and Instructions to Bidders - Item I
 - (b) Bidder's Proposal - Item II
 - (c) Notice of Award - Item III
 - (d) Contract - Item IV
 - (e) General Conditions - Item V
 - (f) Model - Special Bid Conditions - Item VI (for hometown or imposed plan areas)
 - (g) Farmers Home Administration Supplemental General Conditions.
 - (h) Plans prepared by _____, numbered _____ through _____, and dated _____, 19__.
 - (i) Specifications prepared or issued by _____, dated _____, 19__.

5. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions and in such amounts as required by the Contract Documents.

6. This contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

RD Instruction 1942-A
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(Revision 1)

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate, on the date first above written.

OWNER:

By _____

Type Name _____

Title _____

(SEAL)

ATTEST:

Type Name _____

Title _____

CONTRACTOR:

By _____

Type Name _____

Title _____

Employer Identification
Number _____

Approved as lender or insurer of fund to defray the costs of this contract, and without liability for any payments thereunder, the Farmers Home Administration hereby concurs in the award of this contract to

_____.

U. S. Department of Agriculture
Farmers Home Administration

By _____ Title _____

This contract shall not be effective unless and until approved by the State Director of the Farmers Home Administration, U. S. Department of Agriculture, or a delegated representative.

ITEM V

GENERAL CONDITIONS

1. The contractor shall furnish and pay the cost, including sales tax and all other applicable taxes and fees, of all the necessary materials and shall furnish and pay for all the superintendence, labor, tools, equipment and transportation and perform all the work required for the construction of all items listed and itemized under the bid schedule of the Bidder's Proposal attached hereto as Item II in strict accordance with the Plans, Specifications and requirements, general conditions and special conditions which are attached hereto and made a part hereof, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.
2. The Owner shall provide the land upon which the work under this contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide at the contractor's cost and expense any additional land required.
3. In the event the Owner is dissatisfied with the slow progress or incompetency in the performance of the work in accordance with the schedule for completion of the various aspects of construction, the Owner shall give the Contractor written notice in which the owner shall specify in detail the cause of dissatisfaction. Should the Contractor fail or refuse to remedy the matters complained of within five days after the written notice is received by the Contractor the Owner shall have the right to take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the Owner deems advisable. In such event the Owner shall be entitled to collect from the Contractor any expenses in completing the work.
4. The owner will withhold \$_____ as liquidated damages from the amount payable to the Contractor for each calendar day that the contractor is in default after the time of completion stipulated in these Contract Documents. It is understood that the amount is approximately equal to the interest and other charges incurred by the Owner.
5. The Contractor guarantees all material and equipment furnished and all work performed for a period of 1 year from the date of substantial completion of the contract. The contractor's guarantees that the facility is free from defects due to faulty materials or workmanship and the contractor shall make the necessary corrections to correct these defects.

6. The contractor should give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as specified in the Contract Documents. If the contractor observes that the Contract Documents are at variation with any laws, ordinances, rules or regulations, the contractor should promptly notify the owner in writing and any necessary changes shall be adjusted through the use of contract change orders.
7. The Contractor agrees to pay all claims for labor, materials, services and supplies and agrees to allow no such charge to be fixed on the property of the Owner.
8. The Contractor agrees to comply with all laws, rules and regulations that apply to related work.
9. The actual performance of work and superintendence shall be performed by the Contractor but the owner shall, at all times, have access to the premises for the purpose of observing or inspecting the work performed by the Contractor.
10. It is fully understood and agreed that none of the requirements of this contract shall be considered as waived unless changes are made in writing and then only by the persons executing this contract upon concurrence of the Farmers Home Administration.
11. The Contractor agrees not to sublet or assign this work without the written consent of the owner.
12. The Contractor shall have full responsibility under these conditions, general provisions, Plans and Specifications for any subcontracts which the Contractor may let.
13. All questions or controversies which may arise between the Contractor and the Owner, under or in reference to this contract, should be resolved, to the fullest extent possible at a meeting between the Contractor, the Owner, and a representative of the FmHA. The agreements reached at such meetings shall be carefully documented and become final and binding on all parties concerned. However, should the Owner and Contractor be unable to agree, a board of three arbitrators shall be chosen. One shall be chosen by the Contractor, one shall be chosen by the Owner, and the third shall be selected through mutual agreement by the first two. Should either party neglect or fail to select an arbitrator within ten days, the arbitrator selected by the other party shall have power to decide the dispute in the same manner as though a board of three arbitrators had been selected.
14. The Contractor shall indemnify and save harmless the Owner and the Owner's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature, and description brought or recovered against them by reasons of any act or omission of the said Contractor, its agents, or employees, in the execution of the work or in guarding the same.

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15. Payment. Final payment shall be made to the Contractor when the work is completed and accepted by the owner and the Farmers Home Administration. The total amount of the payment shall be the amount of the contract plus the value of all changes as reflected in approved contract change orders. The entire balance found to be due the Contractor but excepting such sums as may be lawfully retained by the Owner, shall be paid to the Contractor. Such payment shall be conditioned, however, upon the submission by the Contractor of evidence satisfactory to the Owner that all claims for labor, material, and any other outstanding indebtedness in connection with this Contract have been paid.

The Owner will make payments as follows: (Check (X) proper payment clause and effectively cross out all of the clauses not applicable.)

_____ A. ONE LUMP SUM will be made for the whole contract, upon acceptance by the owner and the Farmers Home Administration, of all work required hereunder and compliance by the Contractor with all the terms and conditions of this contract.

_____ B. PARTIAL PAYMENTS NOT TO EXCEED 60 PERCENT of the value of the work in place (less the aggregate of previous payments) will be made at intervals of _____. The value of work in place shall be as estimated by the contractor and approved by the Farmers Home Administration. Prior to receiving any partial payment, the contractor must furnish the owner with a statement showing the total amount owed to date for materials and labor procured under this contract and, if required by the owner or the Farmers Home Administration, must also submit evidence showing that previous partial payments were properly applied and that the current payment will be properly applied. Upon completion of the whole contract and acceptance of the work as required hereunder, by the owner and the Farmers Home Administration, and compliance by the contractor with all terms and conditions of this contract, the amount due the contractor will be paid.

16. Upon completion or termination of the work, the Contractor shall remove from the vicinity of the work all equipment and all temporary structures, waste materials and rubbish resulting from its operations, leaving the premises in a neat and presentable condition. In the event of failure to do so, the same may be done by the Owner at the expense of the Contractor.