

Request for Proposal Construction Manager as Constructor (CMc)

EXECUTIVE SUMMARY

Your Company is invited to submit a Proposal for Construction Manager as Constructor (CMc). The request for proposal is part of a competitive selection process to engage CMc firms to provide services for a construction project that includes the remodeling and renovating of a 14,000 square foot building on the hospital campus.

Madison Hospital Health Systems, Inc. (MCHHS) has procured the services of Architect to provide professional services for the design of this project. A copy of a potential recent floor plan, and preliminary site plan are included as Attachment A.

MCHHS has secured funding from the USDA-Rural Development. Commencement of this project has an estimated construction start date of Spring 2025. The expectation is for the CMc to work with the Architect, Engineers, Owner, and County officials to meet the USDA requirements for construction projects.

OWNER

Madison County Hospital Health Systems, Inc.

PROJECT LOCATION

224 NW Crane Avenue SW, Madison, FL 32340

SCOPE OF PROJECT

Madison County Hospital Health Systems, Inc. to complete the renovation and remodeling of a new roof, updated windows and doors, update mechanical and electrical and renovate the interior 14,000 square foot building on the southwest side of the hospital to become the Madison Health & Wellness Center (MHWC). The scope of work includes replacing the roof over both wings and the center breezeway, replacing windows and doors, replacing/repairing/upgrading mechanical and electrical. Likewise, remodeling the interior to include addition of non-load bearing walls with new electrical requirements. The remaining remodeling consists of relocating and refinishing cabinetry, replacing flooring and ceiling tiles, painting and adding insulation and repairing/expanding parking. Once the infrastructure has been replaced/repared the remaining scope is to complete interior remodeling that results in part of the suites being fully renovated while other suites would be completed to the stage of a "Vanilla Box" for further completion later.

PROJECT DELIVERY METHOD

It is intended that this project will be delivered using a CMc. The form of contract for CMc Services will be A133/CMc-2019, *Standard Form of Agreement Between Owner and Construction Manager where the Construction Manager is also the Constructor* with USDA Rural Development attachments. Owner will hold the project team's contracts (including the CMc and Architect). The CMc will hold the subcontractors' contracts. Construction Phase services will be at-risk via a guaranteed maximum price (GMP).

The owner is budgeting \$2,452,927 million for the GMP. It is Owner’s expectation that the CMc will be able to deliver services, information, and benchmarking costs which will allow Owner to make timely and informed decisions in a compressed schedule. It is anticipated that the CMc will deliver a final GMP to the Owner upon completion of the Construction Documents. 100% of any savings to the GMP will be returned to the Owner. Please be advised that the project does require adherence to the Davis Bacon Act.

PROJECT SCHEDULE MILESTONES

Process Description	Date
Proposals for CMc Services Due	December 30, 2024
Selection Committee Interviews and/or questions and comments if applicable	January 6, 2025

*Please reserve your calendar accordingly. It is a requirement that the key members of the team and the Project Superintendent be present at the interview.

** USDA Rural Development requests the CMc Agreement not be executed until after RD has concurred in the use of a CMc.

SCOPE OF SERVICES

Services are to be as outlined in the AIA A133-2019 and USDA RD attachment documents in the Required Documentation Checklist. The CMc along with the Owner and Architect will be a critical member of the project team. It is expected that the CMc provide input on constructibility, materials quality, schedule and cost prior to the completion of the design documents. The successful CMc will be responsible to drive the project quality, cost, and schedule to meet Owner needs.

DOCUMENTATION FORMATTING

To properly evaluate each CMc firm please provide the following information using this outline as a template for your responses. The Owner needs 3 hard copies of the proposal mailed or delivered to Madison County Memorial Hospital, 224 NW Crane Avenue Madison, FL 32340 and email a PDF copy to kangel@mcmh.us.

Track 2 USDA Funded Medical Office Renovation RFP for Madison County Hospital Health Systems, Inc.

Section 1.0: Background Information

- Company mission statement.
- Company philosophy and core values.
- Company profile.
- Company capacity and projected volume of work.
- List company's total construction dollar volume, over the past 3 years, by year.
- Company's insurance & bonding capacity.

Section 2.0: Experience and Qualifications

Provide five (5) profiles of projects your company has completed that are of similar size and complexity, where your company was the CMc "At Risk". NOTE: Do not include multiple phase projects without noting size and scope of each phase. Include:

- Brief description of project and photo
- Size, e.g. square feet and scope
- Original contract construction costs and final contract construction costs
- Project delivery method
- Owner and contact information.
- Completion date
- Architect/Engineer of record
- Describe your experience and knowledge of contractors, and the contractor market specific to this project area.
- Describe your company's experience in working with state and local agencies applicable to this project.
- Describe your company's experience with building and renovating medical facilities and/or hospitals.
- Is your organization familiar with and has experience in managing Davis Bacon Requirements?

Section 3.0: Office/Corporate Structure

- Provide a corporate organizational chart for your company, inclusive of any parent companies.
- List number of Project Managers and Principals.

Section 4.0: Project Team

- How will your firm propose to structure the project team to ensure a successful project?
- Provide a detailed project specific organizational chart indicating titles and responsibilities. Address such for both pre-construction and construction phase services.

- Include a resume and references for each specific individual that will be working on the project.

Section 5.0: Company Differentiation and Management of the Process

- Describe how your company will manage the design and construction process, including how proactive and participative your firm will be during the programming, schematic design, design development phase, and construction of the project. Use the following items as an outline for your responses.

1. Programming and preliminary design.

- Explain what Value Engineering services your firm can provide.
- Describe what your firm does when reviewing plans for constructability.
- Explain how detailed and accurate your schedules and cost projections are at the project stages of SD and DD – 50% - 75%, and final construction documents.
- Discuss your proposed GMP for the project.

2. Preconstruction Phase.

3. Discuss your Bidding strategy.

4. Construction Phase. Discuss how your firm will coordinate the activities of the subcontractors in the following areas:

- Change Orders.
- Schedule Management.
- General Construction.
- Performance of work by subcontractors. Discuss your method of oversight of the work, and how you coordinate third party inspections.
- Safety program.
- Federally funded work performed for construction must allow open competition. Whether performed by the CMc or subs. The CMc Proposal must reveal to the owner the CMc's intent to self-perform any work so the competitive process is fair, open and free. If the CMc desires to self-perform work the CMc must submit a Bid to the Owner prior to receiving bids from subs for that work. The owner will review all Bids and has the option of accepting or rejecting the Bid by the CMc.
- Some self-perform work by a CMc can be done without competition if said work is secondary or complementary to the project such as temp fencing, access, temp utilities, or other features that are not a part of the final project. The CMc must identify this work including a cost not to exceed amount in the Proposal. The work will be paid for on an hourly basis with a cost not to exceed.

5. Discuss your Project Close-Out and Start-Up strategy.

Section 6.0: Bonding Requirements

- 100 % Performance and Payment Bonds are required to be provided by the CMc and can't be phased.
- Provide your present total and available bonding capacity, your bonding company, and it's rating according to generally recognized rating services.

Section 7.0: Insurance

- Indicate your insurance coverage limits.
- Provide your current and historic (3 prior years) experience modifier rating for your Workers Compensation program.
- Provide your current and historic (3 prior years) general liability insurance cost on a cost/\$ thousand basis.

Section 8.0: Litigation

- Has your organization been involved in litigation within the past five years? If so, please describe and note the disposition of all cases.

Section 9.0: Construction Schedule

- Develop and submit a proposed construction schedule based off the aforementioned information.
- A complete set of construction documents (100% complete design) will need to be submitted to RD for review for any phase of work, prior to start of construction on that phase of work. RD will require a minimum of two weeks to review the documents.

Section 10.0: Construction Budget

- The GMP budget is a maximum of \$2,527,427 million. What will your firm do to stay within this budget?

Section 11.0 Cost Proposal

- USDA Rural Development limits the total cost paid to the CMc to 2 - 7% of the cost of construction. Excluding bidding in specific Division of the work. Provide a detailed breakout of the following:
- Pre-Construction Services:
 - Your proposal for pre-construction services with a cost not to exceed.
 - Your reimbursable itemized expenses stated as a total not-to-exceed cost.
- Construction Services and fees:
 - Clearly define and itemize all your estimated cost of services as follows:
- CMc personnel Cost. Identify the number of personnel and positions budgeted for this project (Full Time and Part Time, hourly rates). Show the cost for each position and the total lump sum amount for the project.
 - Number of full-time and number of part-time people.
- CMc Fee (Profit and Overhead). The CMc fee for Profit and Overhead shall be a fixed lump sum amount set at the time the GMP is established. The lump sum fee shall only change for change orders requested by the Owner. The fee shall increase and decrease on the net change order amount. However, the fee will not be reduced below the amount set at the time the GMP is established.
 - General Condition costs. Provide an itemized list of costs.
 - Bond and insurance costs.
- Specify what you will negotiate and set to be the markup and markdown on change order work for all subcontractors.

NOTE: USDA-RD will require that any details that are not described in the Design Development Documents will be up to the Architect and the CMC to work out within the established GMP amount and without a change order cost paid by the Owner. Inferred items will not be considered a change order cost that the Owner is responsible for unless they are specifically spelled out in the CMC comments in the GMP Agreement. In addition, any changes in the final plans due to errors or omissions shall be responsibility of the CMC and Architect to work out. The contingency built into the GMP may be used for missing items, errors, or omissions. If there is a project scope change requested by the Owner or if unknown/undiscovered conditions are encountered during construction those costs will be the responsibility of the Owner.

NOTE: Owner, Architect, and the CMC need to have a detailed discussion about the design intent, including quality and quantity of the components and materials. Knowledge of the details needs to be clearly understood by all parties and is the key to a successful project. When the design development documents and the proposed GMP have been developed, a copy of AIA Document A133-2009 Exhibit A will be submitted to Rural Development for review. When the Owner, the Architect, the CMC, and RD agree to a GMP, RD will provide concurrence and construction will commence.

INTERVIEWS

The CMC selection committee will include administrative team members and the Architect. The selection committee will review the proposals and select the most qualified firms to interview. The interviews will be scheduled for the first week of January 2025, if applicable.

ATTACHMENTS REQUIRED FOR CONTRACT EXECUTION IF SELECTED:

Appendix A: Project information.

Appendix B: RD Attachment to AIA Document A133/CMC-2019. Standard Form of Agreement Between Owner and Construction Manager where the Construction Manager is also the Constructor. (RD Inst. 1942-A, Guide 27, Attachment 5).

Appendix C: RD Attachment to AIA Document A201-2017, (RD Guide 27, Attachment 4) General Conditions of the Contract for Construction

Appendix D: RD Instruction 1940-Q, Exhibit A-I. Appendix E: Compliance Statement, RD 400-6.

Appendix F - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions, AD-1048.



Appendix A: Project information

Please see the attached Preliminary Architectural Requirements (PAR).

Appendix B Required Attachments for CMc Contract:

(RD Instruction 1942-A, Guide 27, Attachment 17)

ATTACHMENT TO AIA DOCUMENT B133, 2019 *Standard Form of Agreement Between Owner and Architect, Construction Manager as a Constructor Edition*.

The provisions of this Attachment shall delete, modify and supplement the provisions contained in the "*Standard Form of Agreement Between Owner and Architect, Construction Manager as a Constructor Edition*," AIA B133, 2019. The provisions contained in this Attachment will supersede any conflicting provisions of the AIA Document. The term "Agency," as used in this Attachment, shall mean the United States of America, acting through the United States Department of Agriculture.

Article 1, INITIAL INFORMATION

Under paragraph 1.1.5, delete the second agreement option listed.

Article 2, ARCHITECT'S RESPONSIBILITIES

Delete the second sentence from paragraph 2.6.

ARTICLE 3, SCOPE OF ARCHITECT'S BASIC SERVICES

Add the following subparagraph to paragraph 3.3.4.

3.3.4.1 The Architect shall prepare a Preliminary Architectural Report (PAR) as outlined in RD Instruction 1942-A Guide 6 "Preliminary Architectural Feasibility Report".

Add the words "and concurrence by the Agency" after for "Owner's approval" in subparagraph 3.3.5, subparagraph 3.4.1 and subparagraph 3.5.1.

Add the following subparagraphs:

3.3.7.1 The Architect shall provide the Owner with the appropriate documentation showing the Schematic Design and the estimated Project cost to the Owner to seek the concurrence of the Agency. When the Owner has accepted and the Agency has concurred on the Schematic Design studies and estimated Project cost, the project Architect may be authorized to proceed with the

Design Development Documents. The Architect shall attend conferences with the Owner, representatives of the Agency and other interested parties as may be necessary.

3.5 CONSTRUCTION DOCUMENTS PHASE SERVICES

Add the words "and concurrence by the Agency" after for "Owner's approval" in subparagraph 3.5.5.

Add the following subparagraph to paragraph 3.5.5.

3.5.5.1 The Architect shall provide {} sets of Construction Documents for use by the Owner, the Agency and the appropriate Federal, State and local agencies from whom approval of the Project must be obtained. The reproduction cost of such Construction Documents shall be included in the compensation paid to the Architect, notwithstanding subparagraph 11.8.1. The Owner shall obtain Agency concurrence with the Construction Documents, estimated project cost, and authorization to proceed in writing prior to the owner's acceptance of the Construction Manager's Guaranteed Maximum Price.

3.6 CONSTRUCTION PHASE SERVICES

Add the following to subparagraph 3.6.1.1 at the end of the first sentence and after the words "Contract for Construction": "and the conditions of RD Guide 27, Att. 5 to the AIA Owner Construction Manager Agreement and RD Guide 27, Att. 4 to the General Conditions of the Contract for Construction."

Delete the following words from subparagraph 3.6.1.2 after the word, "terminates": "on the date the Architect issues the final Certificate for Payment" and substitute the words "at the expiration of the period of correction of the Work described in the Contract for Construction."

Delete the first sentence of subparagraph 3.6.1.3 and substitute the following:

3.6.1.3 The Architect shall be a representative of and shall advise and consult with the Owner during construction until final payment to the Contractor is paid, and at the Owner's direction during the period of correction of the Work described in the Contract for Construction. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period. The Architect shall assist the Owner in performing a review of the Project during the 11th month after the date of substantial completion. Such services shall be furnished without additional charge except for travel and subsistence costs.

Add the following subparagraphs to paragraph 3.6.1

3.6.1.4 Upon award of the construction contract, the Architect shall furnish to the Owner {} sets of Construction Contract Documents for execution. The costs of these sets shall be included in the compensation to the Architect notwithstanding subparagraph 11.8.1.

3.6.1.5 The Architect shall participate in the Preconstruction Conference and shall advise and consult with the Owner and the Agency.

Add to subparagraph 3.6.2.1 following the first sentence, "Such visits to the site shall be documented in writing on inspection report forms acceptable to the Owner and the Agency. Copies shall be furnished to the Owner, Contractor and the Agency.

Add the following to subparagraph 3.6.2.5 after the words "AIA Document A201-2017": "along with RD Guide 27, Att. 4,"

Add the following subparagraph to paragraph 3.6.2:

3.6.2.6 The Architect shall advise the Owner and the Agency of required tests, inspections and test results; shall furnish coordination of such tests and inspections; and shall advise the Owner and the Agency of the results of same. Copies of tests results shall be furnished upon request to the Owner, and the Agency.

Add the following subparagraph to paragraph 3.6.3:

3.6.3.4 The Architect shall obtain Agency concurrence on all Certificates of Payment before payment is made.

Modify subparagraph 3.6.5.1 as follows: Add the following to the end of the subparagraph: Preparation of Change Orders which do not substantially affect the Project shall be included in the compensation computed in paragraph 11.8.1. The Owner, with the assistance of the Architect, shall obtain Agency concurrence in writing for all change orders prior to the performance of the Work.

Delete subparagraphs 3.6.6.1, 3.6.6.2, 3.6.6.3 and 3.6.6.4 and substitute the following:

3.6.6.1 The Architect shall conduct an inspection prior to the issuance of the Certificate of Substantial Completion and shall submit a written report of work to be completed to the Owner, the Agency and the Contractor prior to final acceptance. The Architect shall notify the Agency about the inspection

allowing reasonable time for the Agency's representative to attend. Such services shall be coordinated with the Agency. Prior to submitting the final Certificate for Payment, the Architect shall; 1) conduct an inspection to determine compliance with the requirements of the Contract Documents, and 2) receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor.

ARTICLE 4, ADDITIONAL SERVICES

Insert the word "Architect" under the heading "Responsibility" for line items appropriate to the project and concurred by the Agency in the chart.

Add the following subparagraphs to paragraph 4.2 below the chart:

4.2.1.13 add to this subparagraph: The Architect, if the CMC is not yet available, shall provide a detailed cost estimate based on Construction Contract Documents. The estimate shall show a breakdown of the project cost in accordance with Rural Development requirements and procedures.

4.2.1.16 The selection and compensation of the Project Representative, if required, shall be concurred in by the Agency.

4.2.1.17 {}_sets of Record Drawings shall be provided to the Owner. The costs of these sets shall be included in the compensation to the Architect notwithstanding Subparagraph 11.8.1.

ARTICLE 5, OWNER'S RESPONSIBILITIES

Add the following subparagraph to Paragraph 5.1:

5.17 Owner shall provide Agency design and construction document regulations and guides to the Architect, as required for the project and contract. The Owner shall provide information on the requirements and procedures of the Agency.

ARTICLE 6, COST OF THE WORK

Add the following paragraph to Article 6:

6.8 The Architect shall consult with the Agency Architect or Engineer about the Agency's requirements and procedures.

ARTICLE 8, CLAIMS AND DISPUTES

Delete subparagraph 8.1.2 in its entirety.

Delete the words "unless the parties mutually agree otherwise" and substitute the words "if the parties mutually agree" in the first sentence of subparagraph 8.2.2.

ARTICLE 9, TERMINATION OR SUSPENSION

Delete the second sentence in subparagraph 9.2 and substitute the following:

When the Project is resumed, the Architect's compensation may be equitably adjusted, as mutually agreed, to provide for expenses incurred in the interruption and resumption of the Architect's services.

ARTICLE 10, MISCELLANEOUS PROVISIONS

Delete subparagraph 10.1 and substitute the following:

10.1 This Agreement shall be governed by the laws of the Project location.

Add the following to subparagraph 10.2 after the words "AIA Document A201-2017, General Conditions of the Contract for Construction": "along with RD Guide 27, Att. 4,"

Add the following subparagraphs:

10.10 : This Agreement and any amendments to this Agreement shall not be in full force and effect until concurred with in writing by the Agency State Director or the State Director's delegate. Such concurrence shall be evidenced by the signature of such a representative of the Agency in the space provided at the end of this Agreement.

10.11 : If applicable, the Architect shall comply with section 319 of Public Law 101-121, as supplemented by the Department of Agriculture regulations (7 C.F.R. part 3018). This statute pertains to restrictions on lobbying and applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds

\$150,000 or a Federal grant that exceeds \$100,000. If applicable, the Architect must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. The certification and disclosure forms shall be provided by the Owner.

10.12 : The Architect agrees to abide by the requirements under Executive Order 12549, which pertains to the debarment or suspension of a person from participating in a Federal program or activity. If the total compensation described in Article 11.5 exceeds \$25,000, the Architect shall complete the relevant certification form provided by the Owner.

10.13 : The Architect shall comply with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations at 41 CFR 60. If the total compensation described in Article 11.5 exceeds \$10,000, the Architect shall complete Form RD 400-6.

ARTICLE 11, COMPENSATION

Delete subparagraph 11.8.2 in its entirety.

Add the following subparagraph to paragraph 11.10.2.3:

The Architect shall provide a detailed cost estimate for Reimbursable Expenses as defined in subparagraph 11.8.1, which shall be attached and made a part of this Agreement. The cost estimate must be approved in writing by the Owner and shall be concurred with in writing by the Agency before the services are rendered. The billings for reimbursable services shall not exceed the budgeted amount without prior approval of the Owner with the concurrence of the Agency. The Agency may not concur in requests for payments which exceed the budgeted amount unless it is established that funds are available for such expenditures.

ARTICLE 12, SPECIAL TERMS AND CONDITIONS

Add the following subparagraph 12.1:

12.1 This Agreement is modified and supplemented by AIA Owner-Architect Agreement RD Guide 27, Att. 17.

ARTICLE 13, SCOPE OF THE AGREEMENT

Delete the word "both" from the end of the second sentence in subparagraph 13.1 and conclude the sentence with "Owner, Architect and Agency".

The following signature block shall replace the signature block following paragraph



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

RD ATTACHMENT TO AIA DOCUMENT A133/CMc-2019 page 3 of 3 OWNER:

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

CONSTRUCTION MANAGER:

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

CERTIFICATE OF OWNER’S ATTORNEY

I, the undersigned, the duly authorized and acting legal representative of Owner do hereby certify as follows: I have examined the attached Contract, insurance certificate, performance and payment bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid documents is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Name _____ Date _____

AGENCY CONCURRENCE:

By _____ Type Name _____ Title _____ Date _____

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

Appendix C:

RD Guide 27

Attachment 4

Page 1 of 9

ATTACHMENT TO AIA DOCUMENT A201-2017, *General Conditions of the Contract for Construction*

The provisions of this attachment shall delete, modify and supplement the provisions contained in the "*General Conditions of the Contract for Construction*," AIA Document A201-2017 Edition. The provisions contained in this attachment will supersede any conflicting provisions of the AIA Document. The term "Agency," as used in this Attachment, shall mean the United States of America, acting through the United States Department of Agriculture.

ARTICLE 1, GENERAL PROVISIONS

Add the following subparagraph:

1.2.4 Concurrence of the Contract by the Agency is required before it is effective.

ARTICLE 2, OWNER

Delete subparagraph 2.2.5 and substitute the following:

2.2.5 The Contractor will be furnished, free of charge, 2 copies of the Drawings and Projects Manuals necessary for execution of the Work. Additional copies will be available from the Architect at the cost of reproduction and handling.

ARTICLE 4, ARCHITECT

Add the following to subparagraph 4.1.1:

The term "Architect" means the Architect, or the Engineer when the nature of the work is within the authority granted engineers by the State licensure law, or an authorized representative of the Architect or Engineer.

ARTICLE 5, SUBCONTRACTORS

Add the following to subparagraph 5.2.2:

The Contractor shall not contract with any party who is suspended or debarred by any Federal government agency from participating in Federally assisted construction projects or to whom the Owner or the Architect has made reasonable and timely objection.

RD Guide 27

Attachment 4

Page 2

ARTICLE 7, CHANGES IN THE WORK

Delete the words ", Construction Change Directive" from subparagraph 7.1.1.

Insert the words ", Agency " after the word "Owner," and delete the words "; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor" in subparagraph 7.1.2.

Delete the words "Construction Change Directive" from subparagraph 7.1.3. Delete subparagraph 7.2.1 and substitute the following:

7.2.1 A Change Order is a written order to the Contractor utilizing Form RD 1924-7, "Contract Change Order". It is issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. The Contractor's signing of a Change Order indicates complete agreement therein.

Add subparagraph 7.2.2:

7.2.2 Methods used in determining adjustments to the Contract Sum may include any of the following:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluating.

.2 Unit prices stated in the Contract Documents or subsequently agreed upon.

Add the following sentence to paragraph 7.3: "A Construction Change Directive may be used only for a change in response to an emergency as described in paragraph 10.4.

ARTICLE 8, TIME

Add the following subparagraphs:

8.2.4 The Notice to Proceed shall be issued within twenty (20) calendar days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement of the Owner and Contractor, with the concurrence of the Agency. If the Notice to Proceed has not been issued within the twenty (20) calendar day period or within the period mutually agreed, the Contractor may terminate the Agreement without further liability on the part of either party.

8.3.4 As outlined in Article 3 of the Agreement, the Contractor agrees to pay liquidated damages to the Owner for each calendar day the Contractor shall be in default.

RD Guide 27

Attachment 4

ARTICLE 9, PAYMENTS AND COMPLETION

Delete clause 9.3.1.1 and substitute the following:

9.3.1.1 Work performed and materials supplied under a Change Order may be included for payment only after the Change Order has been approved by all appropriate parties, including the Agency.

Add the words ", Form RD 1924-18, 'Partial Payment Estimate'," after "Certificate for Payment" in subparagraph 9.4.1.

Add the following subparagraph:

9.6.8 No progress payments will be made that deplete the retainage, nor place in escrow any funds that are required for retainage, nor invest the retainage for the benefit of the Contractor. Retainage will not be adjusted until after construction is substantially complete.

Replace the word "seven" with the words "fifteen (15)" in the first sentence, third line of subparagraph 9.7.

Delete subparagraph 9.8.5, after the first sentence, and substitute the following:

9.8.5 When the Work has been substantially completed, except for Work which cannot be completed because of weather conditions, lack of materials or other reasons, which, in the judgment of the Owner, are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the Work still to be completed. Provide a copy of the Certificate to the Agency.

Delete subparagraphs 9.9.1 through 9.9.3 and substitute the following:

9.9.1 The Contractor agrees to the use and occupancy of a portion or unit of the Project before formal acceptance by the Owner under the following conditions:

.1 A "Certificate of Substantial Completion" shall be prepared and executed as provided in subparagraph 9.8.4, except that when, in the opinion of the Architect, the Contractor is chargeable with unwarranted delay in completing the Work or other Contract requirements, the signature of the Contractor will not be required. The Certificate of Substantial Completion shall be accompanied by a written endorsement of the Contractor's insurance carrier and surety permitting occupancy by the Owner during the remaining period of the Project Work. Occupancy and use by the Owner shall not commence until authorized by public authorities having jurisdiction over the Work.

RD Guide 27, Attachment 4

.2 Occupancy by the Owner shall not be construed by the Contractor as being an acceptance of that part of the Project to be occupied.

.3 The Contractor shall not be held responsible for any damage to the occupied part of the Project resulting from the Owner's occupancy.

.4 Occupancy by the Owner shall not be deemed to constitute a waiver of existing claims in behalf of the Owner or Contractor against each other.

.5 If the Project consists of more than one building, and one of the buildings is to be occupied, the Owner, prior to occupancy of that building, shall secure permanent property insurance on the building to be occupied and necessary permits which may be required for use and occupancy.

9.9.2 With the exception of clause 9.9.1.5, use and occupancy by the Owner prior to Project acceptance does not relieve the Contractor of responsibility to maintain all insurance and bonds required of the Contractor under the Contract Documents until the Project is completed and accepted by the Owner.

Delete the second and third sentences of subparagraph 9.10.2.

ARTICLE 11, INSURANCE AND BONDS

Replace the words "the Contract Documents" with the words "subparagraph 11.1.5" in the first sentence of subparagraph 11.1.2.

Add the following subparagraph:

11.1.5. Insurance shall be:

.1 Written with a limit of liability of not less than \$ [redacted] for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$ [redacted] aggregate.

For any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than

\$ [redacted] for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$ [redacted] aggregate for

.2 Written with a combined bodily injury and damage liability of not less than per occurrence; and with an aggregate of not less than per occurrence.

\$ [redacted]
\$ [redacted]

RD Guide 27, Attachment 4, Page 5

Modify the first sentence of subparagraph 11.3.1 as follows:

11.3.1 Delete "Unless otherwise provided, the Owner" and substitute "The Contractor".

Add the following sentences to the end of subparagraph 11.3.1

The policy shall name as the insured the Contractor and the Owner. If the Owner is damaged by the failure of the Contractor to purchase and maintain such insurance without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs attributable thereto.

Insert the word "Owner" after the words "protect the interests of the" in the second sentence of subparagraph 11.3.1.2.

Add the following sentence to the end of subparagraph 11.3.6:

The provisions of this subparagraph shall apply to the Contractor if the Contractor purchases and maintains said insurance coverage.

Delete subparagraph 11.3.7 in its entirety.

Delete subparagraph 11.4.1 and substitute the following:

11.4.1 The Contractor shall furnish the Owner bonds covering faithful performance of the Contract and payment of obligations arising thereunder within ten (10) calendar days after receipt of the Notice of Award. **The surety company executing the bonds must hold a certificate of authority as an acceptable surety on Federal bonds as listed in Treasury Circular 570, and be authorized to transact business in the State where the Project is located.** The bonds (using the forms included in the Bidding Documents) shall each be equal to the amount of the Contract Sum. The cost of these bonds shall be included in the Contract Sum

Add the following subparagraphs:

11.4.1.1 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current power of attorney.

11.4.1.2 If at any time a surety on any such bond is declared bankrupt or loses its right to do business in the State in which the work is to be performed or is removed from the list of surety companies accepted on Federal Bonds, the Contractor shall within ten (10) calendar days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums of such bond shall be paid by any Contractor. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

RD Guide 27, Attachment 4, Page 6 ARTICLE 13, MISCELLANEOUS PROVISIONS

Add the following paragraphs:

13.8 LANDS AND RIGHTS-OF WAY

13.8.1 Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the execution and completion of work to be performed under this contract.

13.9 EQUAL OPPORTUNITY REQUIREMENTS

Non-discrimination in Employment by Federally Assisted Construction Contractors, by Executive Order 11246.

13.9.1 This section summarizes Executive Order 11246, which prohibits employment discrimination and requires employers holding non-exempt Federal contracts and subcontracts and federally-assisted construction contracts and subcontracts in excess of \$10,000 to take affirmative action to ensure equal employment opportunity without regard to race, color, religion, sex, or national origin. The Executive Order requires, as a condition for the approval of any federally assisted construction contract, that the applicant incorporate nondiscrimination and affirmative action clauses into its non-exempt federally assisted construction contracts.

13.9.2 Executive Order 11246, is administered and enforced by the Office of Federal Contract Compliance Programs (OFCCP), an agency in the U.S. Department of Labor's Employment Standards Administration. OFCCP has issued regulations at 41 CFR chapter 60 implementing the Executive Order. The regulations at 41 CFR part 60-4 establish the procedures which the Agency, as an administering agency, must follow when making grants, contracts, loans, insurance or guarantees involving federally assisted construction which is not exempt from the requirements of Executive

Order 11246. The regulations which apply to Federal or federally assisted construction contractors also are published at 41 CFR part 60-4.

13.9.3 OFCCP has established numerical goals for minority and female utilization in construction work. The goals are expressed in percentage terms for the contractor's aggregate workforce in each trade. OFCCP has set goals for minority utilization based on the percentage of minorities in the civilian labor force in the relevant area. There is a single nationwide goal of 6.9 percent for utilization of women. The goals apply to all construction work in the covered geographic area, whether or not it is federal, federally assisted or non-federal. A notice advises bidders of the applicable goals for the area where the project is to be located.

RD Guide 27, Attachment 4, Page 7

13.9.4 Application. This section applies to all of a construction contractor's or subcontractor's employees who are engaged in on-site construction including those construction employees who work on a non-Federal or non-Federally assisted construction site.

13.9.4.1 Agency officials will notify the appropriate Regional Director of OFCCP that an Agency financed construction contract has been awarded, and that the equal opportunity clauses are included in the contract documents.

13.9.4.2 The Regional Director, OFCCP-DOL, will enforce the non-discrimination requirements of Executive Order 11246.

13.9.5 The prospective contractor or subcontractor must comply with the Immigration Reform and Control Act of 1986, by completing and retaining Form I-9, "Employment Eligibility Verification," for employees hired. This form is available from the Immigration and Naturalization Service, and Department of Justice.

13.9.6 The prospective contractor or subcontractor must submit Form RD 400-6, "Compliance Statement," to the applicant and an Agency official as part of the bid package, prior to any contract bid negotiations and comply with the Executive Order 11246 as stated in the contract documents.

13.10 STATUTES

13.10.1 The Contractor and each Subcontractor shall comply with the following statutes (and with regulations issued pursuant thereto, which are incorporated herein by reference):

13.10.1.1 Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). This Act provides that each Contractor shall be prohibited from inducing, by any means, any person in connection with construction to give up any part of the compensation to which the person is otherwise entitled.

13.10.1.2 Clean Air Act (42 U.S.C. 7414), section 114, and Water Pollution Control Act (33 U.S.C. 1813), section 308. Under Executive Order 11738 and Environmental Protection Agency (EPA) regulations 40 C.F.R. part 15, all Contracts in excess of \$100,000 are required to comply with these Acts. The Acts require the Contractor to:

.1 Notify the Owner of the receipt of any communication from EPA indicating that a facility to be utilized in the performance of the Contract is under consideration to be listed on the EPA list of Violating Facilities.

.2 Certify that any facility to be utilized in the performance of any nonexempt Contractor or Subcontractor is not listed on the EPA list of Violating Facilities as of the date of the Contract Award.

.3 Include or cause to be included the above criteria and requirements of paragraphs .1 and .2 in every nonexempt subcontract, and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

RD Guide 27, Attachment 4, Page 8

13.10.1.3 Restrictions on Lobbying (Public Law 101-121, section 319) as supplemented in Department of Agriculture regulations (7 CFR part 3018). This statute applies to the recipients of contracts or subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, the Contractor must complete a certification form on lobbying activities related to the specific Federal loan or grant that is a funding source for this contract. The certification and disclosure forms shall be provided by the Owner.

13.11 RECORDS

13.11.1 If the Contract is based on a negotiated Bid, the Owner, the Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are pertinent to a specific Federal loan program for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor shall maintain records for at least three years after the Owner makes final payment and all other pending matters are closed.

13.12 ENVIRONMENTAL REQUIREMENTS

13.12.1 Mitigation Measures – The contractor shall comply with applicable mitigation measures established in the environmental assessment for the project. These may be obtained from the Agency representative.

13.12.2 The Contractor, when constructing a Project involving trenching, excavating, or other earth moving activity, shall comply with the following environmental constraints:

13.12.2.1 Endangered Species, Historic Preservation, Human Remains and Cultural Items, Hazardous Materials, and Paleontology – Any excavation or other earth moving activity by the Contractor that provides evidence of the presence of endangered or threatened species or their critical habitat, uncovers a historical or archaeological artifact, human remains or cultural items, hazardous materials, a fossil or other paleontological materials will require the Contractor to:

- .1 Temporarily stop work;
- .2 Provide immediate notice to the Architect and the Agency, and in the case of potentially hazardous materials, provide immediate notice to local first responders and take such measures as necessary to protect the public and workers;
- .3 Take reasonable measures as necessary to protect the discovered materials or protected resource;
- .4 Abide by such direction as provided by the Agency, or Agencies responsible for resource protection or hazardous materials management; and
- .5 Resume work only upon notice from the Architect and the Agency.

RD Guide 27, Attachment 4, Page 9

13.12.3 Lead-Based Paint - The Contractor and Owner shall comply with applicable Agency requirements of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821), and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851) for rehabilitation work on residential property built prior to 1978.

13.13 DEBARMENT AND SUSPENSION

13.13.1 The Contractor shall comply with the requirements of 7 CFR part 3017, which pertains to the debarment or suspension of a person from participating in a Federal program or activity.

ARTICLE 15 CLAIMS AND DISPUTES

Add the words "may be" after "on the parties but" in the last sentence of subparagraph 15.2.5.

Replace the word "shall" with the word "may" in the first sentence, first occurrence of subparagraph 15.3.2

15.4.1.2 The arbitrators will select a hearing location as close to the Owner's locale as possible.



Appendix D RD Instruction 1940-Q | Exhibit A-I

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(name)

(date)

(title)

Rural Development Instruction 1940-Q Exhibit A, page 166744
Regulations

Federal Register/Vol. 55. No. 38/Monday, February 26, 1990/Rules and

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organizations filing the report in item 4 checks "Sub awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below the agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including 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 the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.



Appendix E: USDA Form Approved, Form RD 400-6, OMB No. 0575-0018L, (Rev. 4/00, Page 1 of 2)

COMPLIANCE STATEMENT

This statement relates to a proposed contract with _____

(Name of borrower or guarantee)

who expects to finance the contract with assistance from Rural Development, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance.) I am the undersigned bidder or prospective contractor. I represent that:

1. I have have not, participated in a previous participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.

2. If I have participated in such a contract or subcontract, I have, have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.

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

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

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

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



Madison Health and Wellness Center

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

USDA Form Approved Form RD 400-6 OMB No. 0575-0018 (Rev. 4/00, Page 2 of 2)

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES

A certification of Non-segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.


DATE _____

(Signature of Bidder or Prospective Contractor)

Address (including Zip Code)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Appendix F Form Approved – OMB No. 0505-0027 Expiration Date: 12/31/2018

United States Department of Agriculture		 AD-1048
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions		
<p><i>The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.</i></p> <p><i>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 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.</i></p>		
<p><i>(Read Instructions on Page Two Before Completing Certification)</i></p> <p>A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.</p> <p>B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.</p>		
ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME	
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)		
SIGNATURE(S)	DATE	

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay).



USDA is an equal opportunity provider and employer.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

RD Instruction 1942-A, Guide 27, Attachment 5, Page 1 of 4

ATTACHMENT TO AIA DOCUMENT A133-2019, *Standard Form of Agreement Between Owner and Construction Manager as Constructor* where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

The provisions of this Attachment shall delete, modify, and supplement the provisions contained in the "***Standard Form of Agreement Between Owner and Construction Manager as Constructor***", AIA Document A133-2019 Edition. The provisions contained in these Modifications shall supersede any conflicting provisions of the AIA Document. The term "Agency," as used in these Modifications, shall mean the United States of America, acting through the United States Department of Agriculture.

ARTICLE 3, CONSTRUCTION MANAGER'S RESPONSIBILITIES

3.1.5 Phased Construction: Delete the entire paragraph

3.3.2.1 Add a sentence to the end of subparagraph 3.3.2.1 reading "The Construction Manager shall schedule on-site progress meetings no less than once a month during the periods of active construction."

ARTICLE 11, PAYMENTS FOR CONSTRUCTION PHASE SERVICES

11.1.1: Add the following "using AIA Document G702, 'Application and Certificate for Payment,' or Form RD 1924-18, 'Partial Payment Estimate,'" after "Payment issued by the Architect,".

11.1.8 Relace 11.1.11 with the following:

The Owner and Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors. Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than ten percent (10%). The Construction Manager shall execute subcontracts in accordance with those agreements.

11.1.8.2 Insert the following subparagraph:

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



Madison Health and Wellness Center



RD Instruction 1942-A Guide 27, Attachment 5, Page 2 of 4

11.2.2.3 Replace the subparagraph with the following:

If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall not be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2017 unless the Owner specifically authorizes such action in writing. If such action has been authorized by the Owner, the Construction Manager may make a request for mediation within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate of Payment.

11.2.5 Insert the following subparagraph:

11.2.5 Amounts withheld from the final payment to cover any incomplete Work are not considered retainage and shall not be paid to the Construction Manager until the work is actually completed and accepted by the Owner. Such withholdings shall not be less than 150% of the estimated cost to complete the Work.

ARTICLE 14, MISCELLANEOUS PROVISIONS

14.6 Insert the following paragraph:

14.6 If the Work is not substantially complete on or before the date of Substantial Completion established in paragraph 1.1.4, or extension thereof granted by the Owner, the Construction Manager shall pay to the Owner liquidated damages in the sum of \$ _____ for e the Construction Manager under the Contract or may be collected from the Construction Manager's surety.

14.7 Insert the following paragraph:

14.7 This Agreement shall not become effective until concurred with in writing by the Agency. Such concurrence shall be evidenced by the signature of a duly authorized representative of the Agency in the space provided at the end of the Agency Attachment to this Agreement.

ARTICLE 15, SCOPE OF THE AGREEMENT

15.1 Delete the last sentence of section 15.1 and replace it with the following sentence:

"This Agreement may be amended only by written instrument signed by Agency, the Owner, and the Construction Manager."



RD Instruction 1942-A, Guide 27, Attachment 5, Page 3 of 4

15.2 .6 The following Documents should be referenced, if applicable:

Attachment to the ***Standard Form of Agreement Between Owner and Construction Manager as Constructor*** (this Attachment)

General Conditions of the Contract for Construction, AIA A201- 20072017

Attachment to the *General Conditions of the Contract for*

Construction (RD Instruction 1942-A, Guide 27, Attachment 4) Invitation for Bids

Instructions to Bidders (AIA Document A701-1997)

Attachment to *Instructions to Bidders* (RD Instruction 1942-A, Guide 27, Attachment 2)

Bid Form Bid Bond

Compliance Statement (Form RD 400-6)

) Payment Bond - - Performance Bond

Certification Regarding Debarment,

Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (Form AD 1048)

Disclosure of Lobbying Activities (Form SF-LLL) Certification for Contracts, Grants and Loans (RD Instruction

1940-Q, Exhibit A-1)



Madison Health and Wellness Center



RD Instruction 1942-A Guide 27 Attachment 5

Page 4 of 4

SIGNATURE BLOCK:

The following signature block shall replace the signature block following paragraph 15.2:

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

OWNER:

ATTEST: _____
Type Name _____
Title _____
Date _____

By _____
Type Name _____
Title _____
Date _____

CONSTRUCTION MANAGER:

ATTEST: _____
Type Name _____
Title _____
Date _____

By _____
Type Name _____
Title _____
Date _____

AGENCY CONCURRENCE:

By _____ Type Name _____ Title _____ Date _____

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

PARTIAL PAYMENT ESTIMATE

CONTRACT NO. _____

PARTIAL PAYMENT ESTIMATE NO. _____

PAGE _____

OWNER: _____

CONTRACTOR: _____

PERIOD OF ESTIMATE

FROM _____ TO _____

CONTRACT CHANGE ORDER SUMMARY

ESTIMATE

No.	Agency Approval Date	Amount			
		Additions	Deductions		
				1. Original Contract	
				2. Change Orders	\$0.00
				3. Revised Contract (1 + 2)	\$0.00
				4. Work Completed*	
				5. Stored Materials*	
				6. Subtotal (4 + 5)	\$0.00
TOTALS		\$0.00	\$0.00	7. Retainage*	
NET CHANGE		\$0.00	\$0.00	8. Previous Payments	
				9. Amount Due (6-7-8)	\$0.00

* Detailed breakdown attached

CONTRACT TIME

Original (days) _____	On Schedule <input type="checkbox"/> Yes No <input type="checkbox"/>	Starting Date _____
Revised _____		Projected Completion _____
Remaining _____		



Madison Health and Wellness Center

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by

the contractor for work for which previous payment estimates were issued and payments received from the owner, and that current payment shown herein is now due.

Architect or Engineer _____

Contractor _____

By _____

By _____

Date _____

Date _____

ACCEPTED BY AGENCY:

APPROVED BY OWNER:

the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.

ARCHITECT OR ENGINEER'S CERTIFICATION:

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

The review and acceptance of this estimate does not attest to

Owner _____

By _____ By _____
Title _____

Date _____ Date _____

FORM APPROVED OMB NO. 0575-0042

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 30 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.



Madison Health and Wellness Center

TYPICAL UNIT PRICE BREAKDOWN *

ITEM	DESCRIPTION	CONTRACT (revised)			THIS PERIOD		TOTAL TO DATE		%
		QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	COM- PLETE
				\$0.00		\$0.00		\$0.00	0
				\$0.00		\$0.00		\$0.00	0
				\$0.00		\$0.00		\$0.00	0
				\$0.00		\$0.00		\$0.00	0
				\$0.00		\$0.00		\$0.00	0
				\$0.00		\$0.00		\$0.00	0
				\$0.00		\$0.00		\$0.00	0
				\$0.00		\$0.00		\$0.00	0
				\$0.00		\$0.00		\$0.00	0
				\$0.00		\$0.00		\$0.00	0
				\$0.00		\$0.00		\$0.00	0
	TOTALS			\$0.00		\$0.00		\$0.00	0

TYPICAL LUMP SUM PRICE BREAKDOWN *						TYPICAL STORED MATERIALS AND RETAINAGE BREAKDOWN *			
ITEM	DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED		% COM- PLETE	MATERIALS STORED AT END OF THIS PAYMENT PERIOD			
			THIS PERIOD	TO DATE		DESCRIPTION	QUANTITY	UNIT VALUE	AMOUNT
					0				\$0.00
					0				\$0.00
					0				\$0.00
					0				\$0.00
					0				
					0				
					0				
					0	RETAINAGE			
					0		THIS ESTIMATE	PERCENT	RETAINED
					0			%	



					0	WORK COMPLETED:			
					0				
					0	STORED MATERIALS:			
						<i>OTHER (explain)</i>			
	TOTALS	\$0.00	\$0.00	\$0.00	0	TOTAL			\$0.00

* As a minimum, detailed breakdowns should contain this information.

RD 1924-18 REVERSE